



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

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

COVID-19 PUBLIC PARTICIPATION GUIDELINES

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

NOTICE is hereby given that a **telephonic** meeting of the Board of Education of the San Juan Unified School District is hereby called by the board president and will be held at **6:30 p.m.** on Tuesday, **April 28, 2020**. The district is taking all necessary steps to prevent and mitigate the effects of COVID-19 on our community. Therefore, in the interest of public health, in compliance with California Governor Gavin Newsom's recently issued Executive Orders N-25-20 and N-35-20, the California State Public Health Officer's Order that included social distancing guidelines and avoiding group gatherings, the Order issued by the Sacramento County Health Officer directing all individuals to stay at home or at their residence and prohibiting all non-essential gatherings of any number, and all applicable provisions of federal and state law, this Board of Education meeting will be held telephonically. All board members, staff and others presenting at the meeting will be calling in via the Zoom video conferencing platform from separate locations.

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

1. **Email Submission of Public Comment.** Public Comments may be emailed to boardcomment@sanjuan.edu. If you are commenting on an agenda item, please identify the agenda item the comment addresses, including the agenda item number and title in the subject line. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item on which you are commenting. Comments received by **6:00 p.m. on April 28, 2020**, will be provided to the members of the board in writing prior to the meeting. Comments received after 6:00 p.m. on April 28, 2020, will be read on the record during this meeting.

All public comments via email submission will be limited to two (2) minutes or approximately 300 words. Any portion of a comment extending past two (2) minutes or the approximate 300-word limit may not be read aloud due to time restrictions. All written comments that are not read into the record will be provided to the board members for review, provided that such comments are received prior to the end of the meeting. Please be aware that written public comments, including your name, may become public information.

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

2. **Zoom Video Conferencing.** Members of the public can make public comments via the Zoom conferencing platform. Members of the public can access Zoom from a computer, mobile device or tablet at <http://www.sanjuan.edu/april28>. All public comments will be limited to two (2) minutes.
3. **Translation/Interpretation.** **Translation and interpretation services will be made available upon request with advance notice.** If you wish to utilize these services, please notify the district at (916) 971-7111, or stephanie.cunningham@sanjuan.edu by noon on April 27, 2020. This allows for the scheduling of appropriate translation staff and other resources.
4. **Disability Accommodations.** A person with a disability may contact the Board of Education office at (916) 971-7111 or email stephanie.cunningham@sanjuan.edu at least 48 hours before the scheduled board meeting to request receipt of an agenda and other distributed writings in an appropriate alternative format or to request disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public board meeting.

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

**Board of Education Agenda
April 28, 2020**

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

B. APPROVAL OF THE MINUTES – April 14, 2020, regular meeting, pages 2233-2236.

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

- 1. Staff Reports**
- 2. Board-appointed/District Committees**
- 3. Employee Organizations**
- 4. Other District Organizations**

D. VISITOR COMMENTS – 6:40 p.m.

Board Bylaw 9323 limits visitor comments to two (2) minutes per speaker, with no more than 30 minutes per single topic. Time will be extended for any speaker who uses an interpreter.

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

Action: The administration recommends that the consent calendar, E-1 through E-7, regarding regular business items, be approved. Any item may be removed for further discussion and separate action following consideration of remaining agenda items.

1. *Personnel – appointments and separations.
2. *Purchasing Report – purchase orders and service agreements, change orders and construction and public works bids.
3. *Business/Financial Report – warrants and payroll.
4. *Approval of the temporary site license agreement between AT&T and SJUSD for the cell tower site located at 6135 Sutter Avenue, Carmichael, California.
5. *Adoption of Resolution No. 2988, approving the submission of Cal OES 130 Designation of Applicant's Agent Resolution for non-state agencies.
6. *Adoption of Resolution No. 2989, approving the first amendment to the lease agreement for the Mira Loma High School gymnasiums HVAC and roofing upgrades, Project No. 205-9390-P1 between SJUSD and Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction.
7. *Adoption of Resolution No. 2990, approving the first amendment to the lease agreement for the San Juan High School gymnasiums HVAC and roofing upgrades, Project No. 204-9390-P1 between SJUSD and Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction.

*Material provided.

F. CONSENT CALENDAR (continued, if necessary)

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

G. BUSINESS ITEMS

1. Continuous Improvement Series: Early Learning – 7:15 p.m.

(Townsend-Snider)

Material provided.

Report: regarding an update on early learning as part of the continuous improvement series.

2. California Voting Rights Act – 7:45 p.m.

(Simlick)

Material provided.

Action: The superintendent is recommending that the board adopt Resolution No. 2991, declaring an intent to temporarily postpone hearings related to the board's transition to by-trustee area elections until such time as neither state nor local public health officials recommend or impose social distancing measures due to the COVID-19 pandemic.

H. BOARD REPORTS – 8:05 p.m.

I. FUTURE AGENDA – 8:15 p.m.

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

J. VISITOR COMMENTS – 8:20 p.m.

K. ADJOURNMENT – 8:25 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.

NOTE: The times indicated are approximate.

Mission Statement

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



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

**Board of Education Minutes
April 14, 2020**

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

Call to Order (A)
The April 14 regular meeting was called to order by the president, Paula Villescaz.

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

Recess: Closed Session (B)
The meeting was immediately recessed, with the board convening in closed session to consider student expulsions in three cases (Education Code section 48918[f]), and to conference with legal counsel – potential litigation pursuant to Government Code section 54956.9, significant exposure to litigation pursuant to paragraph 5 of Government Code section 54956.9(e): one case related to threatened California Voting Rights Act action.

Reconvene Open Session/Pledge of Allegiance (C)
In the interest of public health, in compliance with California Governor Gavin Newsom's recently issued Executive Orders N-25-20 and N-35-20, the California State Public Health Officer's order that included social distancing guidelines and avoiding group gatherings, the order issued by the Sacramento County Health Officer directing all individuals to stay at home or at their residence and prohibiting all non-essential gatherings of any number, and all applicable provisions of federal and state law, the April 14 regular meeting was conducted telephonically via the Zoom video conferencing platform. At 6:30 p.m., the meeting was called back to order by the president, Paula Villescaz. After the pledge of allegiance, Ms. Villescaz explained the two methods (via email or on Zoom) available to submit public comments for tonight's meeting.

Minutes Approved (D)
It was moved by Ms. Creason, seconded by Mr. Hernandez, that the minutes of the March 31 special meeting be approved. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Employee Organizations (E-3)
Bill Simmons, president of the San Juan Teachers Association (SJTA), spoke about distance learning and the recent passing of retired music specialist Russ Abraham.

Closed Session/Expulsion Action (E-5)
Ms. Creason reported that the board voted unanimously to accept a hearing panel's recommendation of one suspended expulsion in case number M-10 and one expulsion in case number S-27, and also to accept as written one stipulated suspended expulsion in case number M-13.

Visitor Comments (F)

Visitor Comments: [via Zoom]

Gianna Nocetti, student at Rio Americano High School, spoke regarding the Spring 2020 grading policy, proposing that students are allowed to choose between credit/no credit or letter grades.

Tom Puglia expressed his concerns regarding the Spring 2020 credit/no credit grading policy, stating that the policy harms high-achieving students.

Elle Easley stated that she supports postponing graduation ceremonies, rather than canceling them.

Kasey Muraoka spoke regarding the Spring 2020 credit/no credit grading policy and provided reasons why it is not in the best interest of all students.

Ann Montgomery made comments regarding the Spring 2020 credit/no credit grading policy, stating that she supports allowing students to choose between credit/no credit or letter grades.

Ted expressed his concerns regarding the Spring 2020 credit/no credit grading policy, which he said is not a no-harm system for high-achieving students.

Jay spoke in favor of allowing students to choose either credit/no credit or letter grades.

Visitor Comments: [received via email before/during the meeting]

Heather Sanchez inquired if the district will be switching to another distance learning platform in light of recent security concerns with Zoom.

Kim Cardwell would like actual distance from the school used as a consideration for boundary maps.

Heather Goodman opposes the Spring 2020 credit/no credit grading policy and supports allowing students to choose either the letter grade or credit/no credit option.

Theodore Goodman supports having the option to select either credit/no credit or traditional grading for the remainder of the school year.

Colleen Diedrich opposes the Spring 2020 credit/no credit grading policy and supports allowing students to choose either the letter grade or credit/no credit option.

Joyce Gallagher inquired if students can elect to have their letter grades rather than the credit/no credit option.

Tom Puglia encourages following the lead of surrounding school districts by allowing students to get the letter grade they earned or higher when schools closed.

Melissa Burnett is in favor of the Spring 2020 credit/no credit grading policy.

Carrie Wheeler Engh supports allowing students to choose between credit/no credit or a letter grade.

Steven Teeters shared that his two students prefer to receive the grades they earned on their report cards.

John Hartman suggested a hybrid alternative to the Spring 2020 credit/no credit grading policy.

Gabriela Gomez-Baranda de Moreno pleaded for graduation ceremonies to be postponed, not canceled.

Consent Calendar Approved (G-1/G-4)

It was moved by Ms. Costa, seconded by Dr. McKibbin, that the consent calendar items G-1 through G-4 be approved. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Personnel (G-1)

Appointments, separations and reassignments/change in work year — approved as submitted.

Purchasing Report (G-2)

Purchase orders and service agreements, change orders and construction and public works bids — approved as submitted.

Business/Financial Report (G-3)

Notices of completion — approved as submitted.

Resolution No. 2987 Social Distancing Protocols (G-4)

Adoption of Resolution No. 2987 implementing social distancing protocols and delegating authority to the district superintendent regarding continuity of essential public works construction projects in the district.

COVID-19 Update (I-1)

Superintendent Kern and staff provided an update on the district's response to COVID-19 and the development of a distance learning plan. Superintendent Kern reviewed the timeline of events, which began with discussions in January 2020. Deputy Superintendent of Schools and Student Support Melissa Bassanelli updated the board on the Spring 2020 goals and provided details related to technology and nutrition distribution. Superintendent Kern introduced Melanie Armella who shared examples of what distance learning is like from a student perspective. Ms. Bassanelli spoke regarding the ongoing work related to school counselors, English language learners, special education services and student support services. Senior Director of Professional Learning and Innovation Kristan Schnepf explained specifics about cross-functional support teams, professional development for practitioners and The HUB -- a central repository for all distance learning information. A video of teacher Kimberli Heck was presented, which exhibited the work practitioners have embraced with the new distance learning platform. Senior Director of Community Relations Trent Allen spoke regarding the outreach efforts related to regular home communication and the Family Resource HUB, and he also shared examples of parent and community voice. Superintendent Kern discussed next steps, including future discussions related to graduation ceremonies, summer school and the reopening of school in August 2020.

Visitor Comment: [received via email before/during the meeting]

Lance Christensen inquired when teachers and students would be able to retrieve materials from the classroom.

After visitor comment, Ms. Villescaz invited board members to speak.

Mr. Hernandez thanked staff for all their work, stating that San Juan has really stepped up to the plate. Mr. Hernandez also commended Melanie Armella and the work of the Kids Helping Kids organization.

Ms. Costa stated that she is proud to be a part of San Juan, that she is impressed with the work that has been accomplished in such a short period of time, and she thanked staff for the fabulous job.

Ms. Creason shared that she is thankful that so much has been done so fast, and inquired about internet access for students. Superintendent Kern stated there appears to be less of a need for hotspots since many internet companies have opened up their services. Ms. Bassanelli stated that staff is monitoring distance learning attendance and will follow up with students who are absent to see if connectivity is a barrier. Ms. Creason also expressed appreciation for the district's quick responsiveness to the many social media posts, that she is excited about having conversations related to graduation ceremony options and that she hopes to continue to explore competency-based learning going forward.

Dr. McKibbin stated that he was impressed with the number of teachers who took part in the numerous training courses that were offered and inquired about the status of Chromebooks. Dr. McKibbin also noted that even though campuses are physically closed, schools are still open with distance learning.

Ms. Villescaz thanked Melanie Armella for sharing her student perspective, and Kids Helping Kids for their recent efforts. Ms. Villescaz asked how distance learning participation is being measured. Ms. Bassanelli said that teachers will be working with school administration to follow up with students who are not participating. Ms. Villescaz recognized staff for the tremendous amount of work that went into each component of the Family Resource HUB and expressed thanks to the district's essential services staff for their work.

California Voting Rights Act Public Hearing No. 2: Potential Composition of By-Trustee Areas Pursuant to Elections Code section 10010, subdivision (a)(1) (I-2)

General Counsel Linda Simlick introduced Michelle Cannon, an attorney from Lozano Smith attorneys at law, who provided information regarding California Governor Gavin Newsom's recently issued Executive Order N-48-20. Ms. Cannon provided an overview of Executive Order N-48-20, which temporarily suspends Elections Code section 10010, subdivisions (a) and (e), and will pause, but not restart, the by-trustee area timeframe until the COVID-19 physical distancing restrictions are lifted. Ms. Villescaz stated that at this time it is not possible to safely seek meaningful input from the community on such an important elections-related issue. Superintendent Kern stated that based on the information provided in Executive Order N-48-20, item I-2 is pulled from the agenda, and information will be provided at the April 28 board meeting detailing the next steps in the process.

Williams Report (I-3)

General Counsel Linda Simlick explained that the district must report on the status of Williams-type complaints filed with the district per Education Code section 35186(d), which requires each school district to publicly report, on a quarterly basis, summarized data on the nature and resolution of all Williams-type complaints. Ms. Simlick stated that, during the time period from January through March 2020, there were no Williams-type complaints filed.

2020-2021 Board Meeting Dates (I-4)

It was moved by Dr. McKibbin, seconded by Ms. Costa, to approve the board meeting dates for the 2020-2021 school year. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Board Reports (J)

Ms. Costa paid tribute to retired music specialist Russ Abraham who recently passed away, noting that he was an exemplary human being with a love for music.

Ms. Creason offered condolences to Mr. Abraham's family and the community who was touched by him.

Dr. McKibbin commented that the safety of teachers, students and the community is of utmost importance, and encouraged everyone to stay home and stay safe.

Ms. Villescaz sent her warmest thoughts to Mr. Abraham's family and others in the community who have been affected by COVID-19.

Future Agenda (K)

No items were added to the future agenda.

Visitor Comments (L)

Visitor Comment: [received via email before/during the meeting]

Magali Kincaid requested that the board consider a seven-member district map.

Visitor Comment: [via Zoom]

Juan Yniguez asked the board to read the email comments and data he sent related to by-trustee area elections.

Adjournment (M)

At 8:18 p.m., there being no further announcements or business, the regular meeting was adjourned.

Paula Villescaz, President

Kent Kern, Executive Secretary

Approved: _____

:sc

HUMAN RESOURCES

The following reports are submitted for board approval

Personnel Pages	Page #
Appointments	
Management	1
Certificated	
Classified	1
Leaves of Absence	
Management	
Certificated	
Classified	
Separations	
Management	1
Certificated	1
Classified	1
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 April 28, 2020 Board Meeting

1. APPOINTMENTS

CERTIFICATED SUPERVISORY

<u>Type</u>	<u>Name</u>	<u>Status</u>	<u>Assignment</u>	<u>Location</u>	<u>Effective Date (s)</u>
Promotion	Day, Joann	Temp	Assist Director, Special Ed	Special Education – Kenneth	07/01/20 06/30/21
Promotion	Levis, David	Prob	Principal, Alternative Learning	Meraki	04/29/20

CLASSIFIED

<u>Type</u>	<u>Name</u>	<u>Status</u>	<u>Assignment</u>	<u>Location</u>	<u>Effective Date (s)</u>
New Hire	Davidson, Patricia	Prob	Intermediate Clerk Typist	Rio Americano	04/13/20
New Hire	Duca, Samantha	Prob	Instructional Assistant III	Legette	04/13/20
New Hire	Edgar, Rebecca	Prob	Intermediate Clerk Typist	Rio Americano	03/23/20
New Hire	Lane, Eva	Prob	Instructional Assistant II	Cameron Ranch	04/13/20
New Hire	Popp, Janice	Prob	Nutrition Services Worker I	Lichen	03/13/20
New Hire	Rasoli, Shazia	Prob	IA-Bilingual-Farsi	Sunrise Tech	04/13/20
Rehire	Luna, Natanael	Prob	IA-Bilingual-Spanish	Encina	04/13/20
Rehire	Purvis, Erin	Prob	Instructional Assistant III	General Davie Jr.	04/13/20

2. SEPARATIONS

MANAGEMENT

<u>Type</u>	<u>Name</u>	<u>Status</u>	<u>Assignment</u>	<u>Location</u>	<u>Effective Date (s)</u>
Retirement	Brown, Debra	Perm	ECE Administrator	Early Childhood Education	06/30/20
Retirement	Mancina, Nina	Perm	Program Spec, Spec Projects	Encina	06/30/20
Retirement	Nichols, Richard	Perm	Vice Principal 9/12	Rio Americano	06/19/20
Retirement	Stephens-Klipp, Carol	Perm	Principal K/6	Dewey	06/19/20

CERTIFICATED

<u>Type</u>	<u>Name</u>	<u>Status</u>	<u>Assignment</u>	<u>Location</u>	<u>Effective Date (s)</u>
Retirement	Andrews, Jacqueline	Perm	District Resource Teacher	Early Childhood Education	06/30/20
Retirement	Appleton, Donna	Perm	Preschool Teacher	Early Childhood Education	06/10/20
Retirement	Barnes, Michele	Perm	Tch-English Lang Develop	Skycrest	06/10/20
Retirement	Buckley, Matthew	Perm	Teacher Grade 9/12	Casa Roble	06/10/20
Retirement	Bustamante, Debra	Perm	Kindergarten Teacher	Thomas Kelly	06/10/20
Retirement	Concepcion, Doris	Perm	Teacher Combo K-1	Lichen	06/10/20
Retirement	Davies, Anne	Perm	Kindergarten Teacher	Coyle Avenue	06/10/20
Retirement	Dunn, Nancy	Perm	Teacher Combo 4-5	Cottage	06/10/20
Retirement	Goltz, Linda	Perm	Teacher Grade 5	Orangevale Open	06/10/20
Retirement	Guissi, Janis	Perm	Teacher Grade 9/12	Rio Americano	06/10/20
Retirement	Hansen, Lori	Perm	School Nurse	Early Childhood Education	06/30/20
Retirement	Houghton, Ruth	Perm	Preschool Teacher	Early Childhood Education	06/30/20
Retirement	LaMarr, Michael	Perm	Teacher Grade 4	Del Paso Manor	06/10/20
Retirement	Martinez, Sarah	Perm	Teacher Grade 3	Greer	06/10/20
Retirement	Ostrander, Sandra	Perm	Teacher Grade 1	Skycrest	06/10/20
Retirement	Peterson, Cynthia	Perm	Counselor 9/12	Del Campo	06/10/20
Retirement	Piepho, Carrie	Perm	Teacher Grade 9/12	Mira Loma	06/10/20
Retirement	Ross-Witmer, Frances	Perm	Teacher Grade 3	Cambridge Heights	06/10/20
Retirement	Sendejas, Lynn	Perm	Teacher Grade 3	Sierra Oaks	06/10/20
Retirement	Simpson, Janet	Perm	Teacher Grade 6/12	Encina	06/10/20
Retirement	Slater, Teresa	Perm	Teacher Grade 9/12	El Camino	06/10/20
Retirement	Soloman, Regina	Perm	Tch-English Lang Develop	Mesa Verde	06/10/20
Retirement	Wagoner, Kimberly	Perm	Teacher Grade 3	Legette	06/10/20
Retirement	Willis, Lorraine	Perm	Lang/Speech/Hearing Spec	Special Education – Kenneth	06/10/20
Retirement	Wilson, Craig	Perm	Teacher Grade 9/12	Mira Loma	06/10/20

CLASSIFIED

<u>Type</u>	<u>Name</u>	<u>Status</u>	<u>Assignment</u>	<u>Location</u>	<u>Effective Date (s)</u>
Resignation	Barnett, Gary	Perm	Instructional Assistant II	Cameron Ranch	03/31/20
Resignation	Fugere, Michelle	Prob	Bus Driver	Transportation	03/19/20
Resignation	Helstowski, James	Perm	Electrician	Maintenance and Operations	03/20/20
Resignation	Varela, Anthony	Perm	Plumber	Maintenance and Operations	04/10/20

Purchasing Contracts Report

The following reports are submitted for board approval/ratification:

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



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

April 2, 2020 - April 14, 2020

PO#	Date	Vendor Name	Description	Amount \$	Site/ Department
TBD	4/13/2020	Campbell Keller	Full site furniture for Del Paso Manor project 111-9332-P1	\$ 798,011.46	216 - Facilities
006816	4/13/2020	WeVideo	WeVideo for schools multi-seat license, 3 year subscription. Provides mobile app access to IOS and Android devices.	\$1,392.75	421 - Arcade Middle School
006815	4/13/2020	Schools PLP	Online curriculum	\$ 115,472.63	130 - Choices Charter



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

April 2, 2020 - April 14, 2020

Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
807100	4/13/2020	Com-Strat, LLC	District Wide Tech Service VolP project 392-9739-J1	\$ 97,500.00	\$ 58,500.00	\$ 3,510.00	\$ 159,510.00	216 - Facilities

Service Agreement Change Orders

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

Contract Consultant Amendments/Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
906565	4/13/2020	Terracon	Additional scope of work for Casa Roble New Construction project 209-9512-N1	\$ 85,397.00	\$ 21,841.00	\$ 24,581.00	\$ 131,819.00	216 - Facilities

General Contract Change Orders

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



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

April 2, 2020 - April 14, 2020

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

General Contract

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

Other Contracts

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

New Addendum to Master Agreements

Fund	Date	PO#	Bid #	Vendor Name	Description	Amount \$	Responsibility
26	4/13/2020	TBD	16-132	Vanir Construction Management, Inc.	Addendum for Mesa Verde Outdoor Learning project 210-9513-P1	\$ 510,000.00	216 - Facilities

APPROVED: KS KS
Kent Stephens

Business and Financial Report

The following reports are submitted for board approval/ratification:

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

SAN JUAN UNIFIED SCHOOL DISTRICT
Accounting Services

WARRANTS & PAYROLL

VENDOR AND CONTRACT WARRANTS		
Fund		March 2020
01	General Fund	\$ 7,050,016.20
09	Charter Schools	7,593.27
10	Special Ed Pass-Thru	299,677.41
11	Adult Education	49,898.08
12	Child Development	106,332.67
13	Food Service/Cafeteria	599,178.47
14	Deferred Maintenance	191,999.52
21	Building Fund	64,391.91
22	Measure S Building Fund	1,250.00
23	Measure J Building Fund	1,042,905.59
24	Measure N Building Fund	8,625,055.24
25	Capital Facilities	2,890.00
26	Measure P Building Fund	10,612,304.58
35	State Schools Facilities Fund	-
40	Sp Res FD -- Capital Outlay Proj	-
67	Self Insurance	832,713.59
95	Student Body	-
TOTALS		\$ 29,486,206.53

PAYROLL AND BENEFITS	
All Funds	March 2020
Certificated Payroll	\$ 19,841,764.57
Classified Payroll	7,424,034.21
Benefits	13,146,981.45
TOTALS	\$ 40,412,780.23

GRAND TOTAL \$ 69,898,986.76

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

AGENDA ITEM: E-4

MEETING DATE: 04/28/2020

SUBJECT: Temporary License Agreement for Maintenance and Operations Cell Tower Site

DEPARTMENT: Facilities

CHECK ONE:

For Discussion: ☐

For Action: ☒

Report: ☐

Workshop: ☐

Recognition: ☐

Emergency Action: ☐

ACTION REQUESTED:

The superintendent is recommending that the board approve the temporary site license agreement between AT&T and San Juan Unified School District for the cell tower site located at 6135 Sutter Avenue, Carmichael, California (Maintenance and Operations).

RATIONALE/BACKGROUND:

This license agreement pertains to the Maintenance and Operations cell tower site, where the district's current agreement with Crown Castle will expire at the end of March. Crown Castle managed the cellular communications facility on behalf of AT&T; however, Crown Castle has confirmed its intent to remove itself from management of the tower, requiring AT&T to take over. AT&T's counsel has proposed the attached temporary license agreement to allow AT&T to maintain and make required improvements to the site.

ATTACHMENT(S):

A: Temporary Site License Agreement

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 04/20/2020

FISCAL IMPACT:

Current Budget: N/A

Additional Budget: N/A

Funding Source: N/A

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


Current Year Only ☒ Ongoing: ☐

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation 

APPROVED BY: Kent Kern, Superintendent of Schools 

Market: Northern California
 Cell Site Number: CVL01480
 Cell Site Name: Winding Way (CA)
 Fixed Asset Number: 10090697

TEMPORARY SITE LICENSE

LICENSOR: San Juan Unified School District

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

TERM: Initial Term: Two (2) Years From License Fee Commencement Date

LICENSE FEE: Year 1 One Thousand Five Hundred Eighty-Four Dollars and Fourteen Cents (\$1,584.14) per month (prorated for any partial month) for the first year of the Initial Term and
Year 2: [Year 1 License Fee Increased by 3%] per month

EFFECTIVE DATE: Upon The Latter of Licensor And Licensee Signatures Below.

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

LICENSED SITE:

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

Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the “**Licensed Site.**”

RECITALS

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

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

TERMS AND CONDITIONS OF LICENSE

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

2. License Fee. Commencing as of April 1, 2020 (the “**Licensee Fee Commencement Date**”), Licensee shall pay Licensors the first (1st) installment of the License Fee for the first (1st) full month of the Term. The License Fee for each subsequent month shall be due and payable in full by not later than the first (1st) day of each month. Licensors hereby grants to Licensee a “grace period” of forty-five (45) days after Licensors’ approval of this License to deliver the first installment of the License Fee to Licensors. The License Fee shall be prorated for any partial month. Licensee’s obligation to pay the License Fee is subject to Licensors’ proper completion and delivery to Licensee of an IRS-W-9, CA FTB 590 and Licensee’s Standard Payment Direction Form, all of which are attached as Exhibit B.

3. Term. The term of this License is two (2) years (the “**Term**”) commencing on the License Fee Commencement Date. If Licensee remains in possession of the Licensed Site after the expiration of this License, then Licensee will be deemed to be occupying the Licensed Site on a month-to-month basis, which may be terminated by either party with thirty (30) days written notice.

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

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

6. Indemnification. Licensee shall indemnify, defend and hold Licensors harmless against any and all claims, liability, damages, expenses, or loss from the death or personal injury of any person, including any person who is an employee, subcontractor, independent contractor, or agent of Licensee, or the damage to or destruction of any property resulting from or arising out of the use or occupancy of the Property by Licensee, its employees, agents, officers, Board of Trustees, members of its Board of Trustees, and contractors (“**Licensee Parties**”); provided, however, Licensee shall have no obligation to indemnify, defend or hold harmless Licensors against any claims, liabilities and losses as may be due to or caused by the acts or omissions of Licensors, its employees, officers, agents and contractors (“**Licensors Parties**”), or any of them. Licensors shall indemnify, defend and hold Licensee harmless against any claims, liability or loss from personal injury or property damage resulting from or arising out of (1) the use or occupancy of the Property by Licensors Parties, or any of them, and (2) contamination of the Property subsurface or structures with hazardous substances; provided, however, Licensors shall have no obligation to indemnify, defend or hold harmless against any such claims, liabilities and losses as may be due to or caused by the acts or omissions of Licensee Parties, or any of them. The obligations under this Section 6 shall survive the expiration or earlier termination of this License.

7. Compliance with Laws/Operation of Equipment. Licensee agrees to comply with all federal state and local laws, orders, rules and regulations (“**Laws**”) applicable to Licensee’s use of the Equipment on the Property. Licensors agree to comply with all Laws relating to Licensors’ ownership and use of the Property and any improvements on the Property. Licensee will install, operate and maintain its Equipment so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any radio or television transmitting or receiving equipment located on the Property, provided that such Equipment is installed and operating in accordance with Laws. In the event that Licensee’s Equipment causes interference with other radio or television transmissions which are installed and operated in accordance with Laws, Licensee will promptly take reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to either de-power the portion of the Equipment (except for intermittent testing) or remove the portion of the Equipment from the Licensed Site. Licensors agree to reasonably assist Licensee at no additional expense to Licensee in obtaining and maintaining permits or approvals necessary for the operation and maintenance of the Equipment.

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

9. Default/Right to Cure. The following will be deemed a default by Licensee and a breach of this License: (i) non-payment of the License Fee if such License Fee remains unpaid for more than thirty (30) days after receipt of written notice from Licensors of such failure to pay; or (ii) Licensee’s failure to perform any other term or condition

under this License within forty-five (45) days after receipt of written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such applicable period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, Licensor will have the right to exercise any and all rights and remedies available to it under law and equity.

10. Termination. Licensee shall have the right to terminate this License prior to the License Fee Commencement Date if, for any reason Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Equipment as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or at any time after the License Fee Commencement Date, provided that Licensee delivers at least sixty (60) days prior written notice to Licensor of Licensee's election to terminate the License. In the event that Licensee exercises its termination rights under this Section 10, it shall pay to Licensor an early termination fee equal to six (6) months of the then-current monthly License Fee due to Licensor.

11. Damage to Licensed Site. If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, the License Fee shall abate for such period as the Licensed Site is unusable. In addition, Licensee may, at its option, elect to terminate this License upon notice to Licensor.

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

13. Assignment. Licensee will have the right to assign this License in whole or in part, without Licensor's consent to any Affiliate of Licensee and in connection with any sale or other transfer of substantially of Licensee's assets in the FCC market where the Licensed Site is located. Upon notification to Licensor of such assignment, Licensee will be relieved of all future performance, liabilities and obligations under this License to the extent of such assignment. Any other assignment shall be subject to Licensor's prior written consent not to be unreasonably withheld.

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

[SPACE INTENTIONALLY LEFT BLANK]

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

If to Licensor: San Juan School District
Attn: Frank Camarda
Assistant Superintendent Operations, Facilities, Transportation
6135 Sutter Avenue
Carmichael, CA 95606

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

With a required copy to AT&T Legal Department:

If sent via registered or certified mail to:

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

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

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

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

[SPACE INTENTIONALLY LEFT BLANK]

19. Licensor's Representations. Licensor represents and warrants that (i) it solely owns the Property in fee simple; (ii) to the best of Licensor's knowledge, the Property is not encumbered by any liens, restrictions, mortgages,

covenants, conditions, easements, leases, or any other agreements not of record, which would adversely affect Licensee's use of its Equipment or the enjoyment of the Licensed Site under this License; (iii) as long as Licensee is not in default beyond any applicable cure period, then Licensors grants to Licensee the sole, actual, quiet and peaceful use, enjoyment and possession of the Licensed Site; (iv) Licensors execution and performance of this License will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensors, and among other matters, Licensors has complied with all priorities and procedures specified under applicable Laws in adopting and approving this License, including, the California Education Code and California Government Code; and (v) it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Licensors and bind itself hereto through the party set forth as signatory for the party below.

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

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

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

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

24. Voluntary Termination of Agreement. Licensors and Licensee hereby confirm that the expired Agreement is voluntarily terminated as of March 31, 2020. Each party's obligations thereunder are conclusively deemed to be fully performed and discharged. Each party releases the other from any claims arising from or related to the expired Agreement.

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

[SPACE INTENTIONALLY LEFT BLANK]

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

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

LICENSOR:

San Juan Unified School District

By: _____

Name: _____

Its: _____

Date: _____, 2020

LICENSEE:

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

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: _____

Its: _____

Date: _____, 2020

APPROVED AS TO FORM

 04/14/2020

Linda C.T. Simlick Date

General Counsel, SJUSD

EXHIBIT A

DEPICTION OF THE LICENSED SITE AND EQUIPMENT

Page 1 of 3

[Plan Set Sheets A -1.1 and A-2 Depicting the Licensed Site And Licensee's Equipment Prepared by Peek Site Dated October 10, 2017 Consisting of Two (2) Pages Appears On Following Pages]

Notes:

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

EXHIBIT B

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

(Forms Attached On Following Pages)

EXHIBIT C

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Form Attached on Following Page)

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

AGENDA ITEM: E-5

MEETING DATE: 04/28/2020

SUBJECT: Resolution No. 2988 to submit a FEMA request
for Public Assistance

DEPARTMENT: Business Services Division

CHECK ONE:

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

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 2988, approval to submit Cal OES 130 - Designation of Applicant's Agent Resolution for non-state agencies.

RATIONALE/BACKGROUND:

In accordance with section 502 of the Stafford Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance program. Before agencies can submit expenses for reimbursement, agencies first need to submit the Request for Public Assistance.

ATTACHMENT(S):

A: Resolution No. 2988 Cal OES 130 - Designation of Applicant's Agent Resolution for non-state agencies

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 04/20/2020

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only ☐ Ongoing ☐

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Kent Stephens, Deputy Superintendent

KS

APPROVED BY: Kent Kern, Superintendent of Schools

KK

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Education OF THE San Juan Unified School District
(Governing Body) (Name of Applicant)

THAT Deputy Superintendent, OR
(Title of Authorized Agent)

Assistant Superintendent, Operations, Facilities and Transportation, OR
(Title of Authorized Agent)

Director of Business Support Services
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the San Juan Unified School District, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the San Juan Unified School District, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 28 day of April, 2020

Michael McKibbin, Ed.D., Vice President
(Name and Title of Governing Body Representative)

Zima Creason, Clerk
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Kent Kern, duly appointed and Executive Secretary of
(Name) (Title)

San Juan Unified School District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Education of the San Juan Unified School District
(Governing Body) (Name of Applicant)

on the 28 day of April, 2020

(Signature)

(Title)

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

AGENDA ITEM: E-6

MEETING DATE: 04/28/2020

SUBJECT: Lease Amendment Mira Loma High School
HVAC & Roofing Upgrades for Gymnasiums Project

DEPARTMENT: Facilities

CHECK ONE:

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

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 2989 approving the first amendment to the lease agreement for the Mira Loma High School HVAC & Roofing Upgrades for Gymnasiums Project No. 205-9390-P1 between San Juan Unified School District and Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction.

RATIONALE/BACKGROUND:

The board's prior approval of the facilities lease in the amount of \$1,251,000.00 is amended, corrected and superseded to be an approval of the facilities lease in the amount of \$16,892.00 for authorized preconstruction services.

The board approves the total base rent in the amount of \$3,510,838.00, authorizes the issuance of lease amendment No. 1 to the facilities lease and authorizes district staff to issue a notice to proceed with construction.

ATTACHMENT(S):

A: Resolution No. 2989

B: Lease Amendment No. 1

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 04/20/2020

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only ☐ Ongoing ☐


LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

APPROVED BY: Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation
Kent Kern, Superintendent of Schools 



RESOLUTION NO. 2989

RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION APPROVING LEASE AMENDMENT MIRA LOMA HIGH SCHOOL – HVAC & ROOFING UPGRADES FOR GYMNASIUMS SJUSD PROJECT #205-9390-P1

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

WHEREAS, the District Board of Education (“Board”) previously approved the award of the Site Lease and Facilities Lease to Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction for this Project, which approval for the Facilities Lease was in the amount of \$1,251,000.00;

WHEREAS, the approval of the Facilities Lease authorized only Phase I preconstruction services to be performed; the price for the Phase I preconstruction services was \$16,892.00; no construction services were approved to commence; and no construction services have commenced;

WHEREAS, Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction has completed the Phase I preconstruction services for the Phase II construction services Project, including development of the Total Base Rent for this project, and has provided the District with objectively verifiable information and a written rationale for this Total Base Rent, together with supporting documents;

WHEREAS, the District has carefully considered the information supporting the Total Base Rent for Phase II construction services of the Project; and

WHEREAS, the Division of the State Architect (“DSA”) has provided the required approvals for Phase II of 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’s prior approval of the Facilities Lease in the amount of \$1,251,000.00 is amended, corrected and superseded to be an approval of the Facilities Lease in the amount of \$16,892.00 for authorized Phase I preconstruction services.

Section 3. The Board approves the Total Base Rent in the amount of \$3,510,838.00, authorizes the issuance of Lease Amendment #1 to the Facilities Lease, and authorizes District staff to issue a notice to proceed with construction of Phase II.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on April 28th, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

Attest:

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



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, Assistant Superintendent of Operations, Facilities, and Transportation

Facilities Lease Amendment #1
Mira Loma High School
HVAC and Roofing Upgrades for Gymnasiums
DSA File #02-117729/Facilities Lease Agreement #902283
SJUSD Project #205-9390-P1

Effective April 28, 2020, the Facilities Lease Agreement dated September 11, 2018 between the San Juan Unified School District and Clark & Sullivan Builders dba Clark & Sullivan Construction for the **Mira Loma High School HVAC and Roofing Upgrades for Gymnasiums** project is amended as follows:

1. Section 1.1.13 is amended to change Coact Designworks to **Nacht & Lewis Architects**.
2. Section 1.1.13 is amended to include the DSA App No. **02-117729**.
3. Section 3.2.3 Time of Completion is amended to state the **total weather days to be ten (10)**.
4. Section 3.2.8 Compliance with Education Code and Public Contract Code regarding skilled and trained workforce requirements is amended to **replace in its entirety**.
5. Section 4.2 Term of Facilities Lease is amended to be **twenty-nine (29) months. Eighteen (18) months preconstruction; five (5) months construction including one (1) month for punchlist; and six (6) months post-construction**.
6. Section 4.4.2 Total Base Rent for the Project is amended to be **Three million Five hundred ten thousand Eight hundred thirty-eight dollars and no/100 (\$3,510,838.00)**.
7. Section 4.4.2.3 is amended to add number “**(8) Potential penalties that may be due to the Labor Commissioner for the Entity’s or any subcontractor’s failure to meet skilled and trained workforce requirements.**”
8. Section 4.4.2.4.1 Construction Contingency is amended to be **Two hundred twenty-eight thousand Seven hundred sixty-nine dollars and no/100 (\$228,769.00)**.
9. Section 4.4.2.4.2 Specific Allowances is amended to be **Not Applicable**.
10. Section 4.4.2.4.3 District Contingency is amended to be **Six hundred eighty-five thousand Seventeen dollars and no/100 (\$685,017.00)**.
11. Section 4.4.2.4.4 is amended to add last sentence, “**Allowable payments of Contingency Funds or Allowances shall be reflected as increases to the Lease Payment(s) for the given month(s).**”
12. Section 10.1 Notices is amended to add current **SJUSD staff**.
13. Exhibit B Description of the Site is amended to include the **Lease Boundary Map**.
14. Exhibit C is amended to include the **Lease Payment Schedule, TBR Calculation, Qualifications & Assumptions, Exclusions, and List of Plans, Specifications, and Other documents**.
15. Exhibit D General Conditions, Article 8 Supervision and Labor, Section 8.02 Skilled Labor is amended to **replace in its entirety**.
16. Exhibit D General Conditions, Article 12 Lease Payments, Section 12.03 Submissions Required for Lease Payments, is amended to add paragraph “**D. Skilled and trained workforce report(s), covering Entity and all subcontractors for which a report is required by Public Contract Code section 2602, for the full month immediately preceding the month in which the Lease Payment documentation is submitted.**”
17. Exhibit D General Conditions, Article 13 Time of Work, Section 13.04 Schedule Revisions, is amended to **replace second paragraph in its entirety**.
18. Exhibit D General Conditions, Article 14 Delays and Extensions of Time, Section 14.01 Extensions of Time; Unavoidable Delays, paragraph 2. Compensable Delay is amended to **replace in its entirety**.

19. Exhibit D General Conditions, Article 15 Changes to the Work, Section 15.02 Change Orders, is amended to add paragraph, **“The District may delete from the Work any item of work. The Entity will be paid for all work done toward the completion of the item prior to such deletion, as provided herein, but in no event will the amount paid exceed the Schedule of Values amount less the value of the deleted work. The Entity shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.”**
20. Section 01 91 13 General Commissioning Requirements is amended to **delete section in its entirety.**
21. Exhibit E Insurance Requirements, Section 1 is amended to add paragraph, **“The insurance required in this agreement shall be with carriers, on forms, and in amounts acceptable to the District and shall be subject to the approval of the District. Any acceptance of insurance certificates by the District, however, shall in no way limit or relieve the Entity of duties and responsibilities in this agreement.”**
22. Exhibit E Insurance Requirements, Section IV Liability Insurance, A.2 Commercial Automobile Liability, is amended to add sentence, **“The District and the “Additional Insured” entities shall be named as additional insureds on a primary and non-contributory basis, with subrogation rights waived against each.”**
23. Exhibit E Insurance Requirements, Section IV Liability Insurance, A.4 is amended to **add paragraphs 4. Professional Liability, and 5. Pollution Liability.**
24. Exhibit E Insurance Requirements, Section IV. Liability Insurance is amended to **add paragraph C. and replace paragraph D. in its entirety.**
25. Exhibit E Insurance Requirements, Section V Subcontractor’s Insurance is amended to add paragraphs,
“Any Subcontractors with any design-element to their work must provide evidence of Professional Liability insurance in an amount no less than \$2,000,000 per claim; such policies shall contain a waiver of subrogation in favor of the District and the “Additional Insured” entities.”


“Should Subcontractor’s work include any elements that may give rise to a Pollution claim, Subcontractor shall be required to carry Pollution Liability coverage with limits of at least \$2,000,000 per pollution event. The District may require higher limits by written request. The policy shall be endorsed to include by name the “Additional Insureds,” as defined by Section I, as additional insureds and shall include a waiver of subrogation endorsement in favor of the “Additional Insureds.”

“Should any Subcontractor maintain broader coverage and/or limits than those listed in this contract, those limits/coverages are hereby required and shall be made available to the District.”
26. Exhibit E Insurance Requirements, Section VI Builders Risk/Installation Floater Insurance, C. is amended to add sentence, **“Such policy shall provide all the coverages required of this section as well as conform to the requirements of this contract.”**
27. Exhibit E Insurance Requirements, Section VI Builders Risk/Installation Floater Insurance, paragraph E is amended to **replace in its entirety.**
28. Exhibit F General Conditions Costs is amended to include the **General Conditions Costs.**
29. Exhibit G Construction Schedule is amended to include the **Construction Schedule.**

Original Total Base Rent Sum	\$ 1,251,000.00
Net Change by Amendment #1	\$ 2,259,838.00
Total Base Rent including this Amendment	\$ 3,510,838.00


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
Title: Assistant Superintendent of Operations,
Facilities, and Transportation

Clark & Sullivan Construction

By: 
Ted Foor
Title: President

Federal Tax Identification Number -
880493821

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

AGENDA ITEM: E-7

MEETING DATE: 04/28/2020

SUBJECT: Lease Amendment San Juan High School
HVAC & Roofing Upgrades for Gymnasiums Project

DEPARTMENT: Facilities

CHECK ONE:

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

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 2990 approving the first amendment to the lease agreement for the San Juan High School HVAC & Roofing Upgrades for Gymnasiums Project No. 204-9390-P1 between San Juan Unified School District and Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction.

RATIONALE/BACKGROUND:

The board's prior approval of the facilities lease in the amount of \$1,100,000.00 is amended, corrected and superseded to be an approval of the facilities lease in the amount of \$16,116.00 for authorized preconstruction services.

The board approves the total base rent in the amount of \$4,081,944.00, authorizes the issuance of lease amendment No. 1 to the facilities lease and authorizes district staff to issue a notice to proceed with construction.

ATTACHMENT(S):

A: Resolution No. 2990

B: Lease Amendment No. 1

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 04/20/2020

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only ☐ Ongoing ☐

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

APPROVED BY: Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation 
Kent Kern, Superintendent of Schools 

RESOLUTION NO. 2990

RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION APPROVING LEASE AMENDMENT SAN JUAN HIGH SCHOOL – HVAC & ROOFING UPGRADES FOR GYMNASIUMS SJUSD PROJECT #204-9390-P1

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

WHEREAS, the District Board of Education (“Board”) previously approved the award of the Site Lease and Facilities Lease to Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction for this Project, which approval for the Facilities Lease was in the amount of \$1,100,000.00;

WHEREAS, the approval of the Facilities Lease authorized only Phase I preconstruction services to be performed; the price for the Phase I preconstruction services was \$16,116.00; no construction services were approved to commence; and no construction services have commenced;

WHEREAS, Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction has completed the PH I preconstruction services for Phase II construction services of the Project, including development of the Total Base Rent for this project, and has provided the District with objectively verifiable information and a written rationale for this Total Base Rent, together with supporting documents;

WHEREAS, the District has carefully considered the information supporting the Total Base Rent for Phase II construction services of the Project; and

WHEREAS, the Division of the State Architect (“DSA”) has provided the required approvals for Phase II of 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’s prior approval of the Facilities Lease in the amount of \$1,100,000.00 is amended, corrected and superseded to be an approval of the Facilities Lease in the amount of \$16,116.00 for authorized Phase I preconstruction services.

Section 3. The Board approves the Total Base Rent in the amount of \$4,081,944.00, authorizes the issuance of Lease Amendment #1 to the Facilities Lease, and authorizes District staff to issue a notice to proceed with construction of Phase II.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on April 28th, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

Attest:

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



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, Assistant Superintendent of Operations, Facilities, and Transportation

Facilities Lease Amendment #1
San Juan High School
HVAC and Roofing Upgrades for Gymnasiums
DSA File #02-117730/Facilities Lease Agreement #902285
SJUSD Project #204-9390-P1

Effective April 28, 2020, the Facilities Lease Agreement dated September 11, 2018 between the San Juan Unified School District and Clark & Sullivan Builders dba Clark & Sullivan Construction for the **San Juan High School HVAC and Roofing Upgrades for Gymnasiums** project is amended as follows:

1. Section 1.1.13 is amended to change Coact Designworks to **Nacht & Lewis Architects**.
2. Section 1.1.13 is amended to include the DSA App No. **02-117730**.
3. Section 3.2.3 Time of Completion is amended to state the **total weather days to be ten (10)**.
4. Section 3.2.8 Compliance with Education Code and Public Contract Code regarding skilled and trained workforce requirements is amended to **replace in its entirety**.
5. Section 4.2 Term of Facilities Lease is amended to be **thirty-one (31) months. Eighteen (18) months preconstruction; seven (7) months construction including one (1) month for punchlist; and six (6) months post-construction**.
6. Section 4.4.2 Total Base Rent for the Project is amended to be **Four million Eighty-one thousand Nine hundred forty-four dollars and no/cents (\$4,081,944.00)**.
7. Section 4.4.2.3 is amended to add number **“(8) Potential penalties that may be due to the Labor Commissioner for the Entity’s or any subcontractor’s failure to meet skilled and trained workforce requirements.”**
8. Section 4.4.2.4.1 Construction Contingency is amended to be **Three hundred forty-one thousand Nine hundred ninety dollars and no/100 (\$341,990.00)**.
9. Section 4.4.2.4.2 Specific Allowances is amended to be **Not Applicable**.
10. Section 4.4.2.4.3 District Contingency is amended to be **Three hundred eighty-four thousand Six hundred eight dollars and no/100 (\$384,608.00)**.
11. Section 4.4.2.4.4 is amended to add last sentence, **“Allowable payments of Contingency Funds or Allowances shall be reflected as increases to the Lease Payment(s) for the given month(s).”**
12. Section 10.1 Notices is amended to add current **SJUSD staff**.
13. Exhibit B Description of the Site is amended to include the **Lease Boundary Map**.
14. Exhibit C is amended to include the **Lease Payment Schedule, TBR Calculation, Qualifications & Assumptions, Exclusions, and List of Plans, Specifications, and Other documents**.
15. Exhibit D General Conditions, Article 8 Supervision and Labor, Section 8.02 Skilled Labor is amended to **replace in its entirety**.
16. Exhibit D General Conditions, Article 12 Lease Payments, Section 12.03 Submissions Required for Lease Payments, is amended to add paragraph **“D. Skilled and trained workforce report(s), covering Entity and all subcontractors for which a report is required by Public Contract Code section 2602, for the full month immediately preceding the month in which the Lease Payment documentation is submitted.”**
17. Exhibit D General Conditions, Article 13 Time of Work, Section 13.04 Schedule Revisions, is amended to **replace second paragraph in its entirety**.
18. Exhibit D General Conditions, Article 14 Delays and Extensions of Time, Section 14.01 Extensions of Time; Unavoidable Delays, paragraph 2. Compensable Delay is amended to **replace in its entirety**.

19. Exhibit D General Conditions, Article 15 Changes to the Work, Section 15.02 Change Orders, is amended to add paragraph, **“The District may delete from the Work any item of work. The Entity will be paid for all work done toward the completion of the item prior to such deletion, as provided herein, but in no event will the amount paid exceed the Schedule of Values amount less the value of the deleted work. The Entity shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.”**
20. Section 01 91 13 General Commissioning Requirements is amended to **delete section in its entirety.**
21. Exhibit E Insurance Requirements, Section 1 is amended to add paragraph, **“The insurance required in this agreement shall be with carriers, on forms, and in amounts acceptable to the District and shall be subject to the approval of the District. Any acceptance of insurance certificates by the District, however, shall in no way limit or relieve the Entity of duties and responsibilities in this agreement.”**
22. Exhibit E Insurance Requirements, Section IV Liability Insurance, A.2 Commercial Automobile Liability, is amended to add sentence, **“The District and the “Additional Insured” entities shall be named as additional insureds on a primary and non-contributory basis, with subrogation rights waived against each.”**
23. Exhibit E Insurance Requirements, Section IV Liability Insurance, A.4 is amended to **add paragraphs 4. Professional Liability, and 5. Pollution Liability.**
24. Exhibit E Insurance Requirements, Section IV. Liability Insurance is amended to **add paragraph C. and replace paragraph D. in its entirety.**
25. Exhibit E Insurance Requirements, Section V Subcontractor’s Insurance is amended to add paragraphs,
“Any Subcontractors with any design-element to their work must provide evidence of Professional Liability insurance in an amount no less than \$2,000,000 per claim; such policies shall contain a waiver of subrogation in favor of the District and the “Additional Insured” entities.”

“Should Subcontractor’s work include any elements that may give rise to a Pollution claim, Subcontractor shall be required to carry Pollution Liability coverage with limits of at least \$2,000,000 per pollution event. The District may require higher limits by written request. The policy shall be endorsed to include by name the “Additional Insureds,” as defined by Section I, as additional insureds and shall include a waiver of subrogation endorsement in favor of the “Additional Insureds.”


“Should any Subcontractor maintain broader coverage and/or limits than those listed in this contract, those limits/coverages are hereby required and shall be made available to the District.”
26. Exhibit E Insurance Requirements, Section VI Builders Risk/Installation Floater Insurance, C. is amended to add sentence, **“Such policy shall provide all the coverages required of this section as well as conform to the requirements of this contract.”**
27. Exhibit E Insurance Requirements, Section VI Builders Risk/Installation Floater Insurance, paragraph E is amended to **replace in its entirety.**
28. Exhibit F General Conditions Costs is amended to include the **General Conditions Costs.**
29. Exhibit G Construction Schedule is amended to include the **Construction Schedule.**

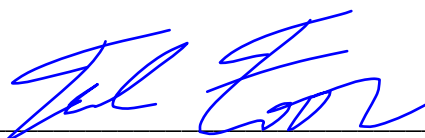
Original Total Base Rent Sum	\$ 1,110,000.00
Net Change by Amendment #1	\$ 2,971,944.00
Total Base Rent including this Amendment	\$ 4,081,944.00

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

Clark & Sullivan Construction

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

By: 
Ted Foor
Title: President

By: _____
Frank Camarda
Title: Assistant Superintendent of Operations,
Facilities, and Transportation

Federal Tax Identification Number -
880493821

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

AGENDA ITEM: G-1

MEETING DATE: 04/28/2020

SUBJECT: Continuous Improvement Series: Early Learning

DEPARTMENT: Elementary Education

CHECK ONE:

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

ACTION REQUESTED:

The superintendent is recommending that the board receive a report from the Division of Teaching and Learning regarding early learning as a part of the continuous improvement series.

RATIONALE/BACKGROUND:

The board report will provide an overview of the newest literacy bridges between transitional kindergarten and kindergarten and early childhood education and kindergarten, which are rooted in continuous improvement. Through listening to and learning from our end users, the identification of a need arose regarding reading instruction, specifically phonological awareness. The board report will also provide a brief overview of our learning and actions taken in phonological awareness as well as a glimpse into classrooms and the opportunity to hear from voices in the field. The report includes plans for future goals in developing reading skills for our youngest readers and beyond. The district is supporting professional learning for teachers and administrators through our Professional Learning and Innovation team.

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 03/16/2020, 04/20/2020

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only ☐ Ongoing ☐

LCAP/STRATEGIC PLAN:

Goal: 1, 2 Focus: N/A

Action: N/A

Strategic Plan: 1, 2

PREPARED BY:

Arlynn Goode, Early Learning Support Resource Teacher, OSLA
Nicole Kukral, Program Specialist, ELA, Professional Learning and Innovation
Amberlee Townsend-Snider, Senior Director, Elementary Education *AS*

APPROVED BY:

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

Early Learning Update

Continuing to support reading by listening to end users

Amberlee Townsend-Snider, Senior Director, Elementary Education
Nicole Kukral, Programs Specialist, English Language Arts, Professional Learning and Innovation
Arlynn Goode, Early Learning Support Resource Teacher, Student Learning Assistance
Mark Fleming, Kindergarten Teacher, Howe Avenue Elementary



Continuous Improvement Journey “Early Learning - Literacy”

- Guided reading
- Districtwide adoption of Benchmark
- Phonological awareness



Questions We Asked Our End Users

- What is working for our students? What isn't?
- What are our teachers saying about reading instruction and student needs?
- In what ways does Benchmark align to current reading research? Where are the gaps?
- How are we interrupting predictable patterns of failure for our learners?



What Our End Users Said: Check Engine Lights

- Teachers noticed that students struggled with foundational skills
- Benchmark needed to be supplemented with more phonological awareness instruction and practice opportunities



Our Response to the Needs of End Users

- Professional learning cohorts that embed the targeted use of data
- Support for supplemental resources that emphasize phonemic awareness
- Support current grassroots efforts by building internal capacity

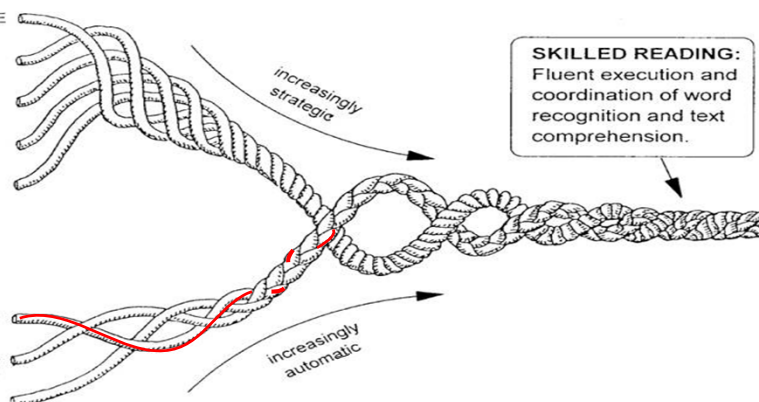
THE MANY STRANDS THAT ARE WOVEN INTO SKILLED READING

LANGUAGE COMPREHENSION

BACKGROUND KNOWLEDGE
(facts, concepts, etc.)
VOCABULARY
(breadth, precision, links, etc.)
LANGUAGE STRUCTURES
(syntax, semantics, etc.)
VERBAL REASONING
(inference, metaphor, etc.)
LITERACY KNOWLEDGE
(print concepts, genres, etc.)

WORD RECOGNITION

PHONOLOGICAL AWARENESS
(syllables, phonemes, etc.)
DECODING (alphabetic principle,
spelling-sound correspondences)
SIGHT RECOGNITION
(of familiar words)



Video

Voices from the Field: Mark Fleming, Kindergarten Howe Avenue Elementary

The Relationships and the Learning Building a Bridge from Preschool to Elementary

- Improvement of the transition process from preschool to kindergarten
- Collaborative phonological awareness professional learning
- Formation of a pilot team of preschool, transitional kindergarten(TK) and kindergarten teachers to research and envision a transition plan
- Family engagement efforts to support literacy

Continuing to Improve the Work

- Continue to explore a phonological awareness universal screener for kindergarten
- Preschool, TK, kindergarten articulation and alignment
- Deeper professional learning in the science of reading for teachers in TK-5

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

AGENDA ITEM: G-2

MEETING DATE: 04/28/2020

SUBJECT: California Voting Rights Act

DEPARTMENT: Legal Services

CHECK ONE:

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

ACTION REQUESTED:

The superintendent is recommending that the Board of Education consider the adoption of Resolution No. 2991, declaring an intent to temporarily postpone hearings related to the board's transition to by-trustee area elections until such time as neither state nor local public health officials recommend or impose social distancing measures due to the COVID-19 pandemic.

RATIONALE/BACKGROUND:

The San Juan Unified School District's Board of Education is currently elected under an "at-large" election system, where board members are elected by voters of the entire district. Board members are elected in even-numbered years and serve staggered, four-year terms, such that the next election for three (3) board members is scheduled for November 2020, with the remaining two (2) board members' seats scheduled for election in November 2022. On March 10, 2020, the board adopted Resolution No. 2982, declaring its intent to transition from at-large to by-trustee area board elections, where each board member must reside within the designated trustee-area boundary, and is elected only by the voters in that trustee area. On March 31, 2020, the district's demographer presented information on the process and potential criteria for drawing the trustee-area boundary maps. At the April 14, 2020, meeting, the superintendent pulled the presentation and the second of two statutorily required hearings to evaluate the Governor's Executive Order N-48-20, signed April 9, 2020, and the effect it would have on the district's transition process.

ATTACHMENT(S):

A: PowerPoint
B: Resolution No. 2991
C: Public Notice in English
D: Public Notice in Spanish

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 03/02/2020, 03/16/2020, 03/23/2020, 03/30/2020, 04/06/2020, 04/20/2020
Board of Education: 03/10/2020, 03/31/2020, 04/14/2020

FISCAL IMPACT:

Current Budget: \$ N/A
Additional Budget: \$ N/A
Funding Source: N/A
(unrestricted base, supplemental, other restricted, etc.)
Current Year Only ☐ Ongoing ☐

LCAP/STRATEGIC PLAN:

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

PREPARED BY: Linda C. T. Simlick, General Counsel *LTS*

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

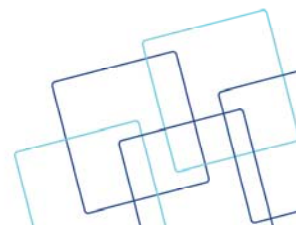


Executive Orders and the District's Transition to By-Trustee Area Elections

Presented by: Michelle Cannon

San Juan Unified School District Board Meeting

April 28, 2020



Presenter

Michelle L. Cannon

Partner

AT LOZANO SMITH

Michelle Cannon is located in Lozano Smith's Sacramento Office. In practice for over twenty years, Michelle works with K-12 school districts, county offices of education, and community colleges throughout California. Her practice focuses on labor and employment issues as well as Brown Act and governance, student issues, charter schools, and litigation. Michelle is dedicated to working with public schools to effectively address all their legal needs in a timely and cost efficient manner.

OUTSIDE OF WORK

Michelle enjoys traveling with her family, reading and skiing.



CONNECT

One Capital Mall, Suite 640
Sacramento, CA 95814
mcannon@lozanosmith.com
916.329.7433



Where are we now?

- March 10: Adopted intent resolution, began the transition process
- March 31: Held first “pre-map” public hearing
- April 14: Postponed second “pre-map” public hearing
- Steps Remaining
 - Hold *at least four more* public hearings
 - Adopt proposal to County Committee
 - County Committee holds public hearing and considers approving Board’s proposal



3

Executive Orders

N-34-20 (March 20)

- Tolls *public hearing* timelines related to transition to by-trustee area elections
- “conducting such hearings within these timeframes would be incongruent with public health officials’ guidance regarding social distancing”

N-48-20 (April 9)

- Tolls *safe harbor* timelines related to transition to by-trustee area elections
- “holding these hearings in the near future—at a time when public health requires that Californians stay home except for essential needs—would threaten public health and safety, and would force Californians to choose between fully participating in their democratic process and safeguarding their own health and safety, as well as the health and safety of their communities”



4

Resolution # 2991

- Temporarily postpones the public hearing process until such time as neither state nor local public health officials recommend or impose social distancing measures
 - Promotes health and safety of community members--as suggested by Governor Newsom
 - Promotes greater public participation in the process, when it resumes.
- Confirms that the board will resume with the public hearing process once social distancing measures are lifted



@LozanoSmith

Disclaimer: These materials and all discussions of these materials are for instructional purposes only and do not constitute legal advice. If you need legal advice, you should contact your local counsel or an attorney at Lozano Smith. If you are interested in having other in-service programs presented, please contact clientservices@lozanosmith.com or call (559) 431-5600.

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SAN JUAN UNIFIED SCHOOL DISTRICT
Resolution No. 2991

**Declaring Intent to Temporarily Postpone Hearings Related to the Board's Transition to
By-Trustee Area Elections Until Such Time As Neither State Nor Local Public Health
Officials Recommend or Impose Social Distancing Measures**

WHEREAS, the Board of Education (“board”) of the San Juan Unified School District (“district”) is elected “at-large,” meaning that each trustee is elected by voters of the entire district;

WHEREAS, on March 10, 2020, the board adopted Resolution #2982, declaring its intent to transition from at-large to by-trustee area board elections;

WHEREAS, on March 13, 2020, Governor Newsom issued Executive Order N-26-20, addressing the possibility of potential school closures as a result of the COVID-19 Pandemic;

WHEREAS, on March 16, 2020, all district schools were closed in response to the COVID-19 Pandemic;

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20, requiring all individuals living in the State of California to stay home or at their place of residence, except in limited circumstances;

WHEREAS, on March 19, 2020, the Sacramento County Health Officer directed all individuals living in the county to stay at their place of residence except for essential activities;

WHEREAS, on March 20, 2020, Governor Newsom issued Executive Order N-34-20, postponing the public hearing timelines related to the transition from at-large to by-trustee area elections, due to health and safety concerns caused by the COVID-19 Pandemic;

WHEREAS, at a special meeting of the Board of Education, the board held a public hearing on March 31, 2020, telephonically, to gather public input regarding potential trustee area boundaries;

WHEREAS, despite outreach and notice, the district received little public input at the March 31, 2020, meeting, most likely because of the COVID-19 Pandemic;

WHEREAS, on April 9, 2020, Governor Newsom issued Executive Order N-48-20 to clarify his previous Executive Order N-34-20. Specifically, the Governor ordered that both the public hearing and safe harbor timelines associated with a transition from at-large to by-trustee area elections were to be tolled, effective March 20, 2020, until such time as neither state nor local public health officials recommend or impose social distancing measures in the relevant subdivision;

WHEREAS, Governor Newsom explained that holding these public hearings “in the near future—at a time when public health requires that Californians stay home except for essential

needs—would threaten public health and safety, and would force Californians to choose between fully participating in their democratic process and safeguarding their own health and safety, as well as the health and safety of their communities;”

WHEREAS, the board remains committed to the process of transitioning from at-large to by-trustee area elections, but agrees with Governor Newsom, that it is not in the best interest of the health and safety of our local communities to hold these hearings right now; and

WHEREAS, continuing the public hearing process at a later date, when social distancing measures have been lifted, will promote greater public participation in the transition process, and minimize risk to the health and safety of our community.

NOW THEREFORE BE IT RESOLVED, the Board of Education of the San Juan Unified School District hereby resolves as follows:

1. The above recitals are correct and true.
2. Pursuant to Executive Orders N-34-20 and N-48-20, the board will temporarily postpone the public hearing process related to the board’s transition from at-large to trustee area elections, effectively immediately, until such time as neither state nor local public health officials recommend or impose social distancing measures;
3. When social distancing measures have been lifted, the superintendent shall recommence the hearing process in the manner provided by law and in accordance with the Governor’s Orders, beginning with Pre-Map Hearing Number 2, and the possible adoption of criteria to guide the establishment of trustee-areas, as described in attached Exhibit “A;”
4. The superintendent or designee is hereby authorized to take any other actions appropriate to effectuate the purposes of this resolution or the district’s goals with respect to the transition to by-trustee area voting.

PASSED AND ADOPTED by the Board of Education of the San Juan Unified School District, at a regular meeting of the Board of Education held April 28, 2020, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Education of the San Juan Unified School District, at a public meeting of the board held on April 28, 2020.

Zima Creason
Clerk, Board of Education

Exhibit A

Criteria to Guide the Establishment of Trustee-Areas

1. The boundaries of the trustee areas shall be established so that the trustee-areas are at least as nearly equal in population as required by law.
2. The boundaries of the trustee areas shall not be gerrymandered in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and other applicable law.
3. The boundaries of the trustee areas shall be established so that the trustee areas do not result in a denial or abridgement of the right of any citizen to vote on account of race or color as provided in Section 2 of the federal Voting Rights Act.
4. The boundaries of the trustee areas shall be compact, insofar as practicable.
5. The boundaries of the trustee areas shall be created to contain contiguous territory, insofar as practicable.
6. The boundaries of the trustee areas shall observe communities of interest, insofar as practicable.
7. The boundaries of the trustee areas shall consider the location of the district's high schools and their respective attendance areas, insofar as practicable.
8. The boundaries of the trustee-areas may consider visible features, such as topography and geography, including mountains, flat land, forest lands, man-made geographical features such as highways and canals, etc., insofar as practicable.
9. To maintain a longer-term population balance, trustee-areas known to be areas of higher-than-average population growth following redistricting may be under-populated within the population deviation amounts allowed by law. To the extent legally allowed, this shall include consideration of anticipated future growth under applicable general plans.
10. The boundaries of the trustee areas may consider avoiding pairing two or more incumbents in a single trustee area, to the extent legally allowable.
11. The boundaries of the trustee-areas shall comply with such other factors which become known during the redistricting process and are formally adopted by the board.

SAN JUAN UNIFIED SCHOOL DISTRICT

3738 Walnut Avenue
Carmichael, CA 95608
(916) 971-7700

****PLEASE POST****
NOTICE OF MEETING

NOTICE is hereby given that, due to the COVID-19 pandemic and related public health concerns, the board will consider temporarily postponing the public hearing process related to the transition to by-trustee area elections at its regularly scheduled telephonic meeting to be held on Tuesday, April 28, 2020.

The telephonic meeting is scheduled as follows:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
Tuesday, April 28, 2020	6:30 p.m. or thereafter	www.sanjuan.edu/april28

The San Juan Unified School District's Board of Education is currently elected under an "at-large" election system, where board members are elected by voters of the entire District. Board members are elected in even-numbered years and serve staggered, four-year terms, such that the next election for three board members is scheduled for November 2020, with the remaining board members seats scheduled for election in November 2022. On March 10, 2020, the board adopted Resolution #2982, declaring its intent to transition from at-large to by-trustee area board elections, where each board member must reside within the designated trustee area boundary, and is elected only by the voters in that trustee area.

On April 9, 2020, in response to the COVID-19 Pandemic, Governor Newsom issued Executive Order N-48-20, ordering that both the public hearing and safe harbor timelines associated with a transition from at-large to by-trustee area elections were tolled effective March 20, 2020, until such time as neither state nor local public health officials recommend or impose social distancing measures in the relevant subdivision.

In issuing this order, Governor Newsom explained that holding these public hearings "in the near future—at a time when public health requires that Californians stay home except for essential needs—would threaten public health and safety, and would force Californians to choose between fully participating in their democratic process and safeguarding their own health and safety, as well as the health and safety of their communities."

At the April 28, 2020, meeting, the board will review Governor Newsom's Executive Orders and other relevant information, before considering adopting a resolution to postpone hearings related to the board's transition to by-trustee area elections until such time as neither state nor local public health officials recommend or impose social distancing measures.

In the interest of public health, this board meeting will be held telephonically. All board members, staff and others presenting at the meeting will be calling in via the Zoom video conferencing platform from separate locations. Given the need to ensure the health and

safety of the staff and the public as a whole, **physical attendance by the public cannot be accommodated**; however, the district is making significant efforts to ensure public participation during this board meeting, and has taken the following steps to assist the public in accessing the meeting:

1. E-mail Submission of Public Comment. Public Comments for an agenda item may be emailed to boardcomment@sanjuan.edu. In the subject line, please identify the agenda item the comment addresses, including the agenda item number and title. If you wish to submit a public comment on more than one agenda item, please send a separate e-mail for each item on which you are commenting. Comments received by 6:00 p.m. on April 28, 2020, will be provided to the members of the board in writing prior to the meeting. Comments received after 6:00 p.m. on April 28, 2020, will be read on the record during this meeting.

All public comments via e-mail submission will be limited to two (2) minutes or approximately 300 words. Any portion of a comment extending past two (2) minutes or the approximate 300-word limit may not be read aloud due to time restrictions. All written comments that are not read into the record will be provided to the board members for review, provided that such comments are received prior to the end of the meeting. Please be aware that written public comments, including your name, may become public information.

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

2. Zoom Video Conferencing. Members of the public can make public comments via the Zoom conferencing platform. Members of the public can access Zoom from a computer, mobile device or tablet at www.sanjuan.edu/april28. All public comments will be limited to two (2) minutes.
3. Translation/Interpretation. Translation and interpretation services will be made available upon request with advance notice. If you wish to utilize these services, please notify the district at (916) 971-7111, or stephanie.cunningham@sanjuan.edu by noon on April 27, 2020. This allows for the scheduling of appropriate translation staff and other resources.
4. Disability Accommodations. A person with a disability may contact the Board of Education office at (916) 971-7111 or e-mail 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

If you have any questions, please contact the District at (916) 971-7111.

DISTRITO ESCOLAR UNIFICADO DE SAN JUAN

3738 Walnut Avenue
Carmichael, CA 95608
(916) 971-7700

****PUBLICAR****
AVISO DE REUNIÓN

Por la presente se da AVISO de que, debido a la pandemia de COVID-19 y las preocupaciones relacionadas con la salud pública, la junta considerará posponer temporalmente el proceso de audiencia pública relacionado con la transición a las elecciones de área de consejeros en su reunión telefónica programada regularmente para el martes, 28 de abril de 2020.

La reunión telefónica está programada de la siguiente manera:

<u>FECHA</u>	<u>HORARIO</u>	<u>LUGAR</u>
martes, 28 de abril de 2020	6:30 p. m. o a partir de ese horario	www.sanjuan.edu/april28

La Junta de Educación del Distrito Escolar Unificado de San Juan se elige actualmente bajo un sistema electoral "en general", donde los miembros de la junta son elegidos por los votantes de todo el Distrito. Los miembros de la junta se eligen en años pares y sirven términos escalonados de cuatro años, de modo que la próxima elección para tres miembros de la junta está programada para noviembre de 2020, y los escaños restantes para los miembros de la junta están programados para noviembre de 2022. El 10 de marzo de 2020 la junta adoptó la Resolución #2982, donde declara su intención de hacer la transición de las elecciones de la junta general al área de consejeros, donde cada miembro de la junta debe residir dentro del límite designado del área de consejero, y es elegido solo por los votantes en esa área de consejero.

El 9 de abril de 2020, en respuesta a la pandemia de COVID-19, el Gobernador Newsom emitió la Orden Ejecutiva N-48-20, ordenando que tanto la audiencia pública como los plazos de salvaguarda asociados con una transición de elecciones generales a áreas de consejeros fueran penalizadas a partir del 20 de marzo de 2020, hasta el momento en que ni los funcionarios de salud pública estatales ni locales recomienden o impongan medidas de distanciamiento social en la subdivisión correspondiente.

Al emitir esta orden, el Gobernador Newsom explicó que celebrar estas audiencias públicas "en un futuro cercano, en un momento en que la salud pública requiere que los californianos se queden en casa, excepto por necesidades esenciales, amenazaría la salud y la seguridad públicas, y obligaría a los californianos a elegir entre participar en su proceso democrático y salvaguardar su propia salud y seguridad, así como la salud y seguridad de sus comunidades".

En la reunión del 28 de abril de 2020, la junta revisará las Órdenes Ejecutivas del Gobernador Newsom y otra información relevante, antes de considerar la adopción de

una resolución para posponer las audiencias relacionadas con la transición de la junta a elecciones de área de consejeros hasta el momento en que los funcionarios de salud del estado y del público local no recomienden o impongan medidas de distanciamiento social.

En interés de la salud pública, esta reunión de la junta se realizará telefónicamente. Todos los miembros de la junta, el personal y otras personas que se presenten en la reunión llamarán a través de la plataforma de videoconferencia Zoom desde ubicaciones separadas. Dada la necesidad de garantizar la salud y la seguridad del personal y del público en general, **no se puede atender la asistencia física del público**; sin embargo, el distrito está haciendo esfuerzos significativos para asegurar la participación pública durante esta reunión de la junta, y ha tomado los siguientes pasos para ayudar al público a acceder a la reunión:

1. Envío por correo electrónico de comentarios públicos. Los comentarios públicos para un tema de la agenda pueden enviarse por correo electrónico a boardcomment@sanjuan.edu. En la línea de asunto, identifique el tema de la agenda que aborda el comentario, incluido el número y el título del elemento de la agenda. Si desea enviar un comentario público sobre más de un tema de la agenda, envíe un correo electrónico por separado para cada elemento sobre el que está comentando. Los comentarios recibidos antes de las 6:00 p. m. el 28 de abril de 2020 se proporcionarán a los miembros de la junta por escrito antes de la reunión. Los comentarios recibidos después de las 6:00 p. m. el 28 de abril de 2020 se leerán en el registro durante esta reunión.

Todos los comentarios públicos por correo electrónico se limitarán a dos (2) minutos o aproximadamente 300 palabras. Cualquier parte de un comentario que se extienda más allá de los dos (2) minutos o el límite aproximado de 300 palabras no se puede leer en voz alta debido a restricciones de tiempo. Todos los comentarios escritos que no se leen en el registro se proporcionarán a los miembros de la junta para su revisión, siempre que dichos comentarios se reciban antes del final de la reunión. Tenga en cuenta que los comentarios públicos escritos, incluido su nombre, pueden convertirse en información pública.

De conformidad con la Ley Ralph M. Brown, la junta no puede responder a ningún comentario o pregunta individual sobre temas que no figuran en la agenda; sin embargo, la junta escucha atentamente todos los comentarios públicos, y agradece los aportes y la participación de la comunidad.

2. Videoconferencia con Zoom. Los miembros del público pueden hacer comentarios públicos a través de la plataforma de conferencia Zoom. Los miembros del público pueden acceder a Zoom desde una computadora, dispositivo móvil o tableta en www.sanjuan.edu/april28. Todos los comentarios públicos se limitarán a dos (2) minutos.
3. Traducción/Interpretación. Los servicios de traducción e interpretación estarán disponibles previa solicitud con previo aviso. Si desea utilizar estos servicios, notifique al distrito al (916) 971-7111 o stephanie.cunningham@sanjuan.edu antes del mediodía del 27 de abril de 2020. Esto permite programar el personal de traducción apropiado y otros recursos.

4. Adaptaciones para discapacitados. Una persona con discapacidad puede llamar a la oficina de la Junta de Educación al (916) 971-7111 o enviar un correo electrónico a stephanie.cunningham@sanjuan.edu al menos 48 horas antes de la reunión programada de la junta para solicitar la recepción de una agenda y otros escritos distribuidos en un formato alternativo apropiado o para solicitar modificaciones o adaptaciones relacionadas con la discapacidad, incluidas ayudas o servicios auxiliares, para participar en la reunión pública de la junta.

Si tiene alguna pregunta, llame al Distrito al (916) 971-7111.

**SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2019-2020**

MAY 12

School Climate: Parent-Staff-Student Voice – R
Public Hearing No. 2: Potential Map Review (CVRA) – D
New Course Adoptions – D
*Approval of CTE 2020 Advisory Committee Roster – A

Schnepp
Simlick
Schnepp
Messer

MAY 26

Continuous Improvement Series: Distance Learning – R
Public Hearing: Final Map Review & Resolution (CVRA) – D/A
New Course Adoptions – A [Discussed 05/12/20]
*Head Start/Early Head Start Contract Resolution FY 2020-2021 – A

Schnepp
Simlick
Schnepp
Townsend

JUNE 9

Public Hearing: LCAP – D
Public Hearing: LCAP/Choices Charter School – D
Public Hearing: Presentation of the 2020-2021 Budget – D
*CIF Superintendent Designation of Representatives 2020-2021 – A
*Charter School 2018-2019 Audit Reports (Aspire, Atkinson, CMP, GIS, GV, OFY) – A

Schnepp
Flagler
Stephens
Messer
Stephens

JUNE 23

LCAP [Public Hearing 06/09/20] – A
LCAP/Choices Charter School [Public Hearing 06/09/20] – A
Adoption of the 2020-2021 Budget [Public Hearing 06/09/20] – A
Temporary Interfund Borrowing of Cash – A
*Consolidated Application, Spring Report 2019-2020 – A
*2019-2020 Actuarial Report (OPEB) – A

Schnepp
Flagler
Stephens
Stephens
Calvin
Oropallo

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