



San Juan
Unified School District

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

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

PUBLIC PARTICIPATION GUIDELINES

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

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

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

Board of Education Agenda **August 23, 2022**

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

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

B. CLOSED SESSION – 5:00 p.m.

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

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

D. APPROVAL OF THE MINUTES

1. August 4, 2022, special meeting, page 2448.
2. August 9, 2022, regular meeting, pages 2449-2451.

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

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

F. VISITOR COMMENTS – 6:40 p.m.

Board Bylaw 9323 limits visitor comments to two (2) minutes per speaker, with no more than 30 minutes per single topic.

Time will be extended for any speaker who uses an interpreter. Public comments, including your name, become part of the public record.

G. CONSENT CALENDAR – G-1/G-11 – 7:10 p.m.

Action: The administration recommends that the consent calendar, G-1 through G-11, regarding regular business items, be approved. Any item may be removed for further discussion and separate action following consideration of remaining agenda items.

1. *Personnel – appointments, leaves of absence, separations, reassignments/change in work year, errata and job description/salary range change.
2. *Purchasing Report – purchase orders and service agreements, construction and public works bids and piggyback contracts.
3. *Business/Financial Report – warrants and payroll.
4. Acceptance of the following gifts:
Bella Vista High School: from Sacramento Region Community Foundation – for library: \$750.
Camp Winthers: from Kiwanis Club of Carmichael – for music camp scholarships: \$4,200.
Choices Charter School: from College Planning Center – for six office chairs, coffee machine and miscellaneous office supplies: \$600.
Encina Preparatory High School: from Kiwanis Club of Carmichael Foundation – for football club: \$1,000; from Lauer Family Revocable Trust – for football club: \$200.
5. *Approval to dispose of surplus property pursuant to Board Policy 3270 and Education Code sections 17545 and 17546.
6. *Approval of short-term bilingual instructional assistant (Farsi) position at Rio Americano High School effective 08/25/2022 until 05/22/2023.
7. *Approval of amendment no. 5 to the Facilities Lease Agreement for Charter School Facilities Rehabilitation, authorizing the district and California Montessori Project to rehabilitate facilities at the Thomas Coleman campus under the Charter School Facilities Program.
8. *Adoption of Resolution No. 4033, approving the first amendment to the lease agreement for the Arcade Fundamental Middle School Project No. 001-9512-P1 between San Juan Unified School District and Clark & Sullivan Builders Inc. dba Clark/Sullivan Construction.
9. *Adoption of Resolution No. 4034, approving the first amendment to the lease agreement for the Katherine Johnson Middle School Project No. 055-9512-P1 between San Juan Unified School District and Flint Builders Inc.
10. *Approval of the proposed revisions to the Early Childhood Education Early Head Start/Head Start Policy Committee bylaws.
11. *Certification that the August 4, 2022, special meeting, absence of board member Pam Costa occurred due to illness, pursuant to Education Code 35120(c) and Board Bylaw 9250.

*Material provided.

H. CONSENT CALENDAR (continued, if necessary)

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

I. BUSINESS ITEMS

1. 2022-2023 Start of School – 7:15 p.m.

(Bassanelli)

Material provided.

Report: regarding the opening of the 2022-2023 school year.

2. Proposed Revisions to LCAP PAC Bylaws – 7:45 p.m.

(Allen)

Material provided. (Discussed: 06/28/2022, 04/05/2022)

Discussion: The superintendent is recommending that the board review and discuss proposed changes to the Local Control and Accountability Plan Parent Advisory Committee (LCAP PAC) bylaws. Action anticipated: 09/13/2022.

3. Exemption to the Separation-From-Service Requirement – 8:00 p.m. (Oropallo)
Material provided.

Action: The superintendent is recommending that the board adopt Resolution No. 4032 Exemption to the Separation-From-Service Requirement pursuant to Education Code 24214.5 or 26812.

4. Proposed Revisions to Board Bylaw 9270 and Exhibit 9270 Conflict of Interest – 8:05 p.m. (Simlick)
Material provided.

Discussion: regarding the proposed minor revisions to Board Bylaw 9270, Conflict of Interest, and its accompanying Exhibit 9270. Action anticipated: 09/13/2022.

5. Williams Complaint Report – 8:10 p.m. (Simlick)
Material provided.

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

6. Presentation of District's Initial Bargaining Proposal with SJTA – 8:15 p.m. (Thigpen)
Material provided.

Discussion: regarding the district's bargaining interests with the San Juan Teachers Association (SJTA) for successor contract 2022-2023. Public comment/action anticipated: 09/13/2022.

7. Presentation of District's Initial Bargaining Proposal with Teamsters – 8:20 p.m. (Thigpen)
Material provided.

Discussion: regarding the district's bargaining interests with Teamsters Local No. 150 for successor contract 2022-2023. Public comment/action anticipated: 09/13/2022.

8. Presentation of Addendum to the District's Initial Bargaining Proposal with SJPEC – 8:25 p.m. (Thigpen)
Material provided.

Discussion: regarding an addendum to the district's initial bargaining interests with the San Juan Professional Educators Coalition (SJPEC) for successor contract 2022-2023. Public comment/action anticipated: 09/13/2022.

9. Presentation of Addendum to the District's Initial Bargaining Proposal with SJSA – 8:30 p.m. (Thigpen)
Material provided.

Discussion: regarding an addendum to the district's initial bargaining interests with the San Juan Supervisors Association (SJSA) for successor contract 2022-2023. Public comment/action anticipated: 09/13/2022.

10. Presentation of Addendum to the District's Initial Bargaining Proposal with CSEA – 8:35 p.m. (Thigpen)
Material provided.

Discussion: regarding an addendum to the district's initial bargaining interests with the California School Employees Association (CSEA), Chapter 127, for successor contract 2022-2023. Public comment/action anticipated: 09/13/2022.

J. BOARD REPORTS – 8:40 p.m.

K. FUTURE AGENDA – 8:50 p.m.

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

B. CLOSED SESSION (continued, if necessary)

Announcement of topics/announcement of actions.

L. ADJOURNMENT – 8:55 p.m.

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

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

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

NOTE: The times indicated are approximate.

Mission Statement

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



San Juan
Unified School District

D-1
08/23/2022

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

**Board of Education Minutes
August 4, 2022**

Special Meeting
Board of Education
5:00 p.m.

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

The August 4 special meeting was called to order by the president, Dr. Michael McKibbin. The board meeting was held in person and also livestreamed on the district's YouTube channel.

Roll Call

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

Visitor Comments: Closed Session (A-1)
Amy expressed support for having a district ombudsman.

Closed Session (B)

The meeting was then recessed with the board convening in closed session to discuss one personnel matter – superintendent's evaluation (Government Code section 54957).

Reconvene Open Session/Announcements (C-1)

At 7:03 p.m. the meeting was called back to order by the president Dr. Michael McKibbin. Vice president Zima Creason reported that in closed session, Superintendent Kern informed the board of his intent to retire from service during the 2022-2023 school year. Ms. Creason then read the following statement: "The board thanks the superintendent for his service and has asked that he support the onboarding of the next superintendent as well as the transition of the board from five to seven members this fall. The board will work to determine a process and timeline for selection of the next superintendent at future board meetings."

Adjournment (D)

At 7:05 p.m., there being no further business, the special meeting was adjourned.

Michael McKibbin, Ed.D., President

Kent Kern, Executive Secretary

Approved: _____
:sc



San Juan
Unified School District

D-2
08/23/2022

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

Board of Education Minutes
August 9, 2022

Regular Meeting
Board of Education
5:00 p.m.

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

The August 9 regular meeting was called to order by the president, Dr. Michael McKibbin. The board meeting was held in person and also livestreamed on the district's YouTube channel.

Roll Call

Present:
Michael McKibbin, Ed.D., president
Zima Creason, vice president
Pam Costa, clerk
Saul Hernandez, member
Paula Villescaz, member (*arrived at 6:30 p.m.*)

Visitor Comments: Closed Session (A-1)

Ben Avey made comments regarding the search for a new superintendent.

Closed Session (B)

The meeting was then recessed with the board convening in closed session to conference with Legal Counsel – Existing Litigation pursuant to Government Code section 54956.9(d)(1) – two cases – Name of Case: Magali Kincaid, Benito Juarez Neighborhood Association, Neighborhood Elections Now, Juan Yniguez, Carolina Flores, Damaris Canton v. San Juan Unified School District, Complaint for Violation of the California Voting Rights Act and in the Alternative, For Violation of the Voting Rights Act of 1965 and the California Constitution, Sacramento Superior Court Case No. 34-2020-00286475 and Name of Case: Carolina Flores, Neighborhood Elections Now, Petitioners, vs. San Juan Unified School District, Paula Villescaz, in her official capacity of Board President, Respondents, Verified Petition for Writ of Mandate Pursuant to the First Amendment, the California Constitution, California Public Records Act, and the Ralph M. Brown Act; and Complaint for Declaratory and Injunctive Relief, Sacramento Superior Court Case No. 34-2021-80003644-CU-WM-GDS; to discuss with negotiator Daniel Thigpen, Senior Director, Labor Relations, regarding CSEA Chapter 127 General/Operations support, Chauffeurs/Teamsters Local No. 150 Transportation, Supervisors, Teachers and Certificated Supervisory units and regarding non-represented groups: management and confidential units (Government Code section 54957.6); and to discuss personnel matters (Government Code section 54957) – superintendent's goals for 2022-2023 and superintendent search and public employee appointment/employment – superintendent.

Reconvene Open Session/Pledge of Allegiance (C)

At 6:30 p.m., the meeting was called back to order by the president Dr. Michael McKibbin, who then led the group in the Pledge of Allegiance.

Minutes Approved (D)

It was moved by Mr. Costa, seconded by Ms. Villescaz, that the minutes of the June 14 regular meeting be approved. MOTION CARRIED 4-0-1 [AYES: McKibbin, Costa, Hernandez, Villescaz; NOES: None; ABSTAIN: Creason].

It was moved by Mr. Creason, seconded by Ms. Costa, that the minutes of the June 28 regular meeting be approved. MOTION CARRIED 3-0-2 [AYES: Creason, Costa, Hernandez; NOES: None; ABSTAIN: McKibbin, Villescaz].

Closed Session/Expulsion Actions (E-5)

Ms. Costa reported that the board approved a final settlement agreement with all plaintiffs in the cases of Magali Kincaid, et. al., versus San Juan Unified School District, and Carolina Flores, et. al., versus San Juan Unified School District, et. al., by the unanimous vote of 4-0.

Ms. Costa then read the following statement in announcing the action: "Although the district agreed to move to trustee area elections, the lawsuit was filed and required the district to hire counsel to defend the two cases. The district was successful in having the superior court dismiss the California Voting Rights Act claim brought by various plaintiffs. A federal claim remained in the lawsuit that we believe would also have been eventually dismissed by the court. After a voluntary settlement conference before a judge the parties reached a tentative settlement, subject to board approval, of the remaining two cases. The settlement terms require the plaintiffs to dismiss the lawsuits and the district pay attorney fees in the total amount of \$130,000, that includes the statutory fees of \$32,582.48 already authorized. The agreement to pay fees beyond the statutory fee amount was to assure that the district would not spend even more funds in defending the remaining two cases through trial and to put an end to these two cases."

Visitor Comments (F)

April Bean made comments about TrevorSpace.

Erin Mokhtar expressed her concerns regarding school safety.

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

Ms. Creason pulled item G-7 and Ms. Villescaz pulled item G-8. It was moved by Ms. Villescaz, seconded by Mr. Hernandez, that the consent calendar items G-1 through G-6 be approved. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Personnel (G-1)

Appointments, leaves of absence, separations and cabinet contracts/extension of contract – approved as submitted.

Purchasing Report (G-2)

Purchase orders and service agreements, change orders and zero-dollar contracts – approved as submitted.

Business/Financial Report (G-3)

Notices of completion and warrants and payroll – approved as submitted.

Grant: California Partnership Academies (G-4)

Approval to implement the following grant: California Partnership Academies: California Labor Federation Partnership Project Grant, 2022-2023.

Grant: California Farm to School Incubator Grant Program (G-5)

Approval to implement the following grant, if funded: California Farm to School Incubator Grant Program.

Resolution 4031: Arden Middle School Lease Amendment No. 5 (G-6)

Adoption of Resolution No. 4031, approving the fifth amendment to the lease agreement for the Arden Middle School new construction project no. 002-9512-P1 between SJUSD and Clark & Sullivan Builders Inc. dba Clark/Sullivan Construction.

Consent Calendar Continued (H) (G-7 and G-8)

Certification of Absence: Zima Creason (G-7)

Certification that the June 14, 2022, absence of board member Zima Creason occurred due to illness, pursuant to Education Code 35120(c) and Board Bylaw 9250.

It was moved by Ms. Villescaz, seconded by Mr. Hernandez, that the consent calendar item G-7 be approved. MOTION CARRIED 4-0-1 [AYES: McKibbin, Costa, Hernandez, Villescaz; NOES: None; ABSTAIN: Creason].

Certification of Absence: Paula Villescaz (G-8)

Certification that the June 28, 2022, absence of board member Paula Villescaz occurred due to illness, pursuant to Education Code 35120(c) and Board Bylaw 9250.

It was moved by Ms. Creason, seconded by Ms. Costa, that the consent calendar item G-8 be approved. MOTION CARRIED 4-0-1 [AYES: McKibbin, Creason, Costa, Hernandez; NOES: None; ABSTAIN: Villescaz].

Declaration of Need for Fully Qualified Educators (I-1)

Director of Human Resources Deann Carlson presented the item. It was moved by Ms. Costa, seconded by Ms. Creason, to adopt the Declaration of Need for Fully Qualified Educators for the 2022-2023 school year. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Board Reports (J)

Ms. Villescaz reported that she, along with Chief Operations Officer Frank Camarda, attended the celebration of life for former Facilities Committee member Dave Doerr, and she welcomed everyone back to the new school year.

Ms. Creason shared that she volunteered at Rio Americano High School on schedule pick up day and that she is proud of the way the district has addressed staffing shortages.

Dr. McKibbin spoke about four events that he recently attended: the district's Equity Summit, Smooth Start and Cultivating Leaders events, as well as the Citrus Heights Chamber elected officials reception where he was joined by Ms. Villescaz.

Future Agenda (K)

There were no items added to the future agenda.

Closed Session Continued (B)

At 6:51 p.m., Dr. McKibbin announced that the board would return to closed session.

Adjournment (L)

At 8:08 p.m., Dr. McKibbin stated there were no closed session actions to report, and there being no further business, the regular meeting was adjourned.

Michael McKibbin, Ed.D., President

Kent Kern, Executive Secretary

Approved: _____
:sc

HUMAN RESOURCES

The following reports are submitted for board approval

Personnel Pages	Page #
Appointments	
Management	1
Certificated	1
Classified	1-2
Leaves of Absence	
Management	
Certificated	2
Classified	2
Separations	
Management	2
Certificated	3
Classified	3
Pre-Retirement Reduced Workload	
Reassignments/Change in Work Year	3
Errata	3
Job Description/Salary Range Change	
Management	
Certificated	
Classified	3-11
Unrepresented	
Cabinet Contracts/Extension of Contract	
Recommendation to Extend A District Intern Credential	
Certificated	
Credential Approval Recommendations	
Certificated	
Charter School Personnel Actions	
Choices	

Agenda for the August 23, 2022 Board Meeting

1. APPOINTMENTS

CERTIFICATED SUPERVISORY

Type	Name	Status	Assignment	Location	Effective Date (s)
Promotion	Moore, Edward	Temp	Interim Vice Principal 9/12	Bella Vista	08/03/22 06/18/23
Promotion	Plummer, Misha	Temp	Interim Principal K/6	Del Paso Manor	08/01/22 06/18/23
Promotion	Zeltvay, Kim	Temp	Interim Principal K/8	Gold River	08/01/22 06/18/23

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Cannon, Angelique	Prob	Tch-Mild/Mod K/12	Del Paso Manor	08/09/22
New Hire	Hatridge, Katie	Temp	Tch-Site Res/Intervention	Woodside	08/09/22 06/07/23
New Hire	Karzai, Joshua	Prob	Tch-Resource Spec K/12	San Juan	08/09/22
New Hire	Lindblad, Dusty	Prob	Tch-Trav Elem Clsm-PE	Howe Avenue	08/09/22
New Hire	Osterling, Linda	Temp	Tch-English Language Dvlp	Howe Avenue	08/09/22 06/07/23
New Hire	Rycerz, Rachel	Temp	Teacher Grade 7/8	Katherine Johnson	08/09/22 06/07/23
New Hire	Sanchez, Brooke	Temp	Teacher Grade 3	Greer	08/09/22 06/07/23
New Hire	Schulz, Jeffrey	Temp	Teacher Grade 9/12	Mesa Verde	08/09/22 06/07/23
New Hire	Seneca, Emily	Prob	Teacher Grade 5	Carriage	08/09/22
New Hire	Shanks, Mary	Temp	Teacher Grade 3/4	Earl Legette	08/09/22 06/07/23
New Hire	Sherven, Leah	Temp	Teacher Grade 7/8	Arden	08/09/22 06/07/23
New Hire	Strelo, Kayla	Prob	Tch-Mod/Severe K/12	Charles Peck	08/09/22
New Hire	Swain, Darla	Prob	Teacher Grade 4/5	Cottage	08/09/22
New Hire	Tsotu, Nicholas	Prob	Teacher Grade 9/12	Rio Americano	08/09/22
New Hire	Van Buskirk, Christopher	Prob	Teacher Grade 4	Carriage	08/09/22
New Hire	Walters, Janis	Prob	Counselor 9/12	Mira Loma	07/27/22
New Hire	Ward, Renee	Prob	Teacher Grade 3	Starr King	08/09/22
New Hire	Wells, Michael	Temp	Teacher Grade 7/8	Orangevale Open	08/09/22 06/07/23
New Hire	Welsh, Brian	Temp	Teacher Grade 9/12	El Camino	08/09/22 06/07/23
New Hire	Welsh, Law	Temp	Teacher Grade 7/8	Kingswood	08/09/22 06/07/23
New Hire	Whitesides, Eowyn	Prob	Tch-Mild/Mod K/12	Katherine Johnson	08/09/22
New Hire	Wilber, Katie	Prob	Teacher Grade 1	Mariemont	08/09/22
New Hire	Williams, Brooke	Prob	Tch-Speech/Lang Path	Special Education	08/09/22
New Hire	Wolfe, Elizabeth	Prob	Tch-Mod/Severe K/12	Oakview	08/09/22
New Hire	Zarazua, Yeimi	Prob	Tch-Trav Elem Clsm- PE	Sierra Oaks	08/09/22
New Hire	Zaremba, David	Prob	Teacher Grade 7/8	Churchill	08/09/22
New Hire	Zezulka-Byers, Elizabeth	Prob	School Social Worker	MTSS	08/02/22
New Hire	Zoeir, Aly	Temp	Tch-CDPT	Early Childhood Education	08/09/22 06/07/23
Rehire	Altom, Joanne	Prob	Tch- English Language Dvlp	Starr King	08/09/22
Rehire	Bannan, Sommer	Prob	Teacher Grade 9/12	Del Campo	08/09/22
Rehire	Dolyna, Oleg	Temp	Tch-English Language	Dyer-Kelly	08/09/22 06/07/23
Rehire	Rosas, Marcos	Temp	Tch-Elem K-8	Dyer-Kelly	08/09/22 06/07/23
Rehire	Webb, Elisha	Perm	Teacher Grade 7/8	Arden	08/09/22
Rehire	Zanetti, Catherine	Perm	Teacher Grade 7/8	Arden	08/09/22

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Alraes, Areej	Prob	Nutrition Services Worker I	Carnegie	08/10/22
New Hire	Anderson, Leah	Prob	Instructional Assistant III	Arden	08/10/22
New Hire	Bagley, Colton	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Dahms, Rick	Prob	Custodian	Encina	08/08/22
New Hire	Dekalb, Katie	Prob	Nutrition Services Worker II	Nutrition Services	08/08/22
New Hire	Doan, Thomas	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Duncan, Latonya	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Dyke, Elyse	Prob	Instructional Assistant I	Coyle Avenue	08/10/22
New Hire	Federico, Melissa	Prob	Instructional Assistant III	Skycrest	08/10/22
New Hire	Fickling, Heather	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Fry, Charles	Prob	Campus Monitor	Rio Americano	08/10/22
New Hire	Giles-Mendoza, Chris	Prob	Instructional Assistant I	Greer	08/10/22
New Hire	Hair, Stacie	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Hakobyan, Ani	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Haney, Trevor	Prob	Instructional Assistant III	Casa Roble	08/10/22
New Hire	Hernandez, Alyssa	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Hernandez, Andreya	Prob	Nutrition Services Worker II	Nutrition Services	08/08/22
New Hire	Herrell, Morgan	Prob	Nutrition Services Worker II	Nutrition Services	08/08/22
New Hire	Horta, Ernesto	Prob	College & Career Tech	El Camino	08/03/22
New Hire	Hurtado, Laura	Prob	Nutrition Services Worker I	Woodside	08/10/22
New Hire	Jackson, Ayana	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22

Agenda for the August 23, 2022 Board Meeting

1. APPOINTMENTS (Continued)

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Johnson, Ana	Prob	High School Secretary I	Bella Vista	08/02/22
New Hire	Kaweski, Wayne	Prob	Inst Asst/Mul Sev Hndcp	Skycrest	08/10/22
New Hire	Koehn, Sarah	Prob	Instructional Assistant II	Trajan	08/12/15
New Hire	Lawless, Marisha	Prob	Elem School Secretary	Carmichael	08/03/22
New Hire	Love, Massio	Prob	Custodian	Rio Americano	08/02/22
New Hire	Maldonado, Malena	Prob	Expnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Masudi, Mohammad	Prob	Inst Asst/Bilingual Dari	Starr King K-8	08/10/22
New Hire	Mercado Hernandez, Patricia	Prob	Expnd Lrng Prog Assistant	Pupil Personnel Services	08/08/22
New Hire	Misthos, Olivia	Prob	School Playground Rec Aid	Cowan	08/11/22
New Hire	Mohammed, Issac	Prob	School Playground Rec Aid	Coyle Avenue	08/11/22
New Hire	Mohibzai, Jawed	Prob	Inst Asst/Bilingual Farsi	Encina	08/10/22
New Hire	Mussmann, Katrina	Prob	Clerk	Twin Lakes	08/01/22
New Hire	Nixon, Jeffery	Prob	Custodian	Lichen	08/03/22
New Hire	Ochoa, Gladys	Prob	Instructional Assistant I	Grand Oaks	08/10/22
New Hire	Pelham, Malissa	Prob	Expnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Rangel, Amy	Prob	Clerk	Starr King	08/08/22
New Hire	Robinson, Amber	Prob	Instructional Assistant III	Kingswood	08/10/22
New Hire	Robinson, Isaiah	Prob	Expnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Rodriguez, Angelica	Prob	Nutrition Services Worker I	Mariposa	05/05/22
New Hire	Serrieh, Dina	Prob	Intermediate Clerk Typist	Arden	08/01/22
New Hire	Sheets, Ivy	Prob	Expnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Stafford, Keri	Prob	Expnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Tavares, Joseph	Prob	Custodian	Rio Americano	08/03/22
New Hire	Watson, Christina	Prob	Sr Records & Report Clerk	Mira Loma	08/08/22
New Hire	Wentz, Sierra	Prob	Expnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Wharry Jr., Kenneth	Prob	Expnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
Rehire	Amen, Awatif	Prob	Nutrition Services Worker I	Northridge	08/10/22
Rehire	Kennedy, Thomas	Prob	Inst Asst/Bilingual Spanish	Dyer-Kelly	08/10/22
Rehire	Maleeha, Fnu	Prob	Instructional Assistant I	Howe Avenue	08/10/22
Rehire	Mastrolia, Nichole	Perm	Instructional Assistant II	Mesa Verde	08/10/22
Rehire	Okhrimenko, Alina	Prob	Sch/Comm Interv.Assistant	Greer	08/10/22
Rehire	Parks, Kathrine	Prob	Instructional Assistant II	Churchill	08/10/22
Rehire	Pelham, Malissa	Prob	Expnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
Rehire	Saeed, Rihab	Prob	Instructional Assistant I	Whitney Avenue	08/10/22
Rehire	Silva, Mariela	Perm	School/Community Worker	Central Enrollment/Family	08/01/22

2. LEAVES OF ABSENCE

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Unpaid	Bell, Christian	Perm	Tch- Mod/Severe K/12	Ralph Richardson	08/09/22 01/09/23
Paid	Pinkerton, Dan	Perm	Tch- Adaptive PE	Special Education-Kenneth	08/09/22 06/07/23

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Unpaid	Alanis, Marissa	Perm	Bus Driver	Transportation	08/05/22 01/09/23

3. SEPARATIONS

CERTIFICATED SUPERVISORY

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Henry, Shana	Perm	Principal 7/8	Katherine Johnson	08/17/22
Resignation	Malia, Stephanie	Perm	Principal 7/8	Arden	08/17/22
Resignation	Rogers, Dwight	Prob	Vice Principal 7/8	Churchill	07/21/22

MANAGEMENT

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Kane, Susan	Perm	Director, Business Support Services	Business Support Services	08/18/22

Agenda for the August 23, 2022 Board Meeting

3. SEPARATIONS (Continued)

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Feliz, Marc	Perm	Teacher Grade 4	Northridge	06/30/22
Resignation	Hodges, Geri	Perm	Tch- ECE Content Specialist	Early Childhood Education	08/22/22
Resignation	Lopez, Zivanah	Perm	Teacher Grade 9/112	Rio Americano	08/08/22
Resignation	Honegger, Madison	Prob	Teacher Grade 4	Arlington	08/09/22
Reisgnation	Polhemus, Stephen	Perm	Tch- Resource Spec K/12	Special Education-Kenneth	06/09/22
Resignation	Shirhall, Rachel	Prob	Transitional Kindergarten	Arlington	06/09/22
Resignation	Tilton, Mark	Perm	Teacher Grade 7/8	Kingswood	06/08/22
Retirement	Studebaker, Shari	Perm	Tch-Mod/Severe K/12	Laurel Ruff	11/30/21

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Cotter, Jennette	Perm	Instructional Assistant II	Whitney Avenue	08/11/22
Resignation	Enayati, Maryam	Prob	Child Development Assist-SA	Howe Ave ECE	07/14/22
Resignation	Evans, Lena	Perm	Custodian	M&O - Building Maintenance	08/15/22
Resignation	Fogle, Charles	Perm	Custodian	Fair Oaks School	08/26/22
Resignation	Hall, Jennifer	Perm	Youth/Adult Employ Tech I	Workability	06/07/22
Resignation	Mc Koy, Allie	Perm	Secretary	Early Childhood Education	08/08/22
Resignation	Stanton, Miranda	Perm	Clerk	Howe Avenue School	06/13/22
Resignation	Steelman, Kori	Prob	Instructional Assistant III	Del Campo	06/07/22
Resignation	Wagner, Justine	Prob	Instructional Assistant II	Charles Peck	06/07/22

4. REASSIGNMENTS / CHANGE IN WORK YEAR

CERTIFICATED SUPERVISORY

Type	Name	Status	Assignment	Location	Effective Date (s)
Reassignment	Cummings, Teresa	Perm	Principal 7/8	Arden	08/01/22
Reassignment	Smith, Damon	Perm	Principal 7/8	Katherine Johnson	08/01/22

5. ERRATA

MANAGEMENT

Type	Name	Status	Assignment	Location	Effective Date (s)
Promotion	Pickett, Cameron	Prob	Coordinator, Data and Assessment	Teaching and Learning	07/01/22

*To update as Classified Management previously reported as Certificated Supervisory 08/09/22

6. JOB DESCRIPTION / SALARY RANGE CHANGE

CLASSIFIED

Class Title	Unit	New/Update	Old Salary Range	New Salary Range	Effective Date (s)
Supervisor, Nutrition Services Warehouse and Fleet	SJSAs	New	N/A	A-29	08/24/22
Van Driver	Teamsters	New	N/A	19	08/24/22



San Juan
Unified School District

JOB DESCRIPTION

Position Code: TBD
Classified Group: SJSA
Salary Range: A-29
Calendar: 01
Page 1 of 3

POSITION TITLE: Supervisor, Nutrition Services Warehouse and Fleet

DEFINITION: Under general direction, responsible for supervising the coordination of Nutrition Services Central Warehouse and Fleet: purchase of food and supplies for distribution to all SJUSD school site kitchens; ensures compliance with applicable Federal, State, county laws, codes, rules and regulations. Maintains department vehicle fleet in proper working order; may be required to serve as a substitute delivery driver; performs related duties as required.

DIRECTLY RESPONSIBLE TO: Director, Nutrition Services

SUPERVISION OVER: Classified employees as assigned

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

1. Responsible for the supervision of all Nutrition Services warehouse functions at the central warehouse, ensuring compliance with Federal and State and county laws and other rules and regulations pertaining to National School Lunch Program.
2. Responsible for the supervision, inspection, maintenance and repairs of all Nutrition Services vehicle fleet, ensuring compliance with Federal and State laws and other rules and regulations pertaining to vehicles.
3. Plans, supervises and coordinates activities of the Nutrition Services warehouse workers and Inventory Control Technician engaged in the ordering, receipt, storage, loading of district vehicles, transportation and distribution of products to school site kitchens.
4. Determines routes and schedules for deliveries to school site kitchens.
5. Assists Director with verifying USDA commodity forecasting and allocations to various manufacturers using the USDA guidelines and in monitoring commodity levels; and securing bonus and surplus commodities as needed.
6. Monitors contract pricing, reconciles invoices, requisitions, purchase orders, records, reports, and other documents to assure accurate purchasing transactions for the warehouse.
7. Monitors pass thru values, rebates, and net off invoice discounts to ensure the district maximizes all potential food cost savings for the school meal program.
8. Upon direction, provides sites with information and action on product recalls.
9. Works with Director and Nutrition Specialist on menus and use of inventory, including but not limited to, informing sites on product availability and any changes.
10. Serves as a liaison to coordinate equipment training i.e., forklift certification for all warehouse staff.
11. Works with area supervisors to bring back to the warehouse any excess equipment or transfer equipment between sites as necessary. Works with Supervisor III to sell or discard equipment as necessary.

12. Works with vendors to secure accurate and timely deliveries. Coordinates and supervises any emergency or direct ship pick-ups of products from vendors.
13. Ensures compliance with food safety and other applicable laws as it pertains to food and vehicles.
14. Inspects facility, storage and locations and makes recommendations for replacement, repair or improvement and advises of possible safety and /or concerns.
15. Coordinates servicing and routine maintenance of Nutrition Services warehouse equipment, refrigerators, and freezers.
16. Communicates with school site staff regarding the pickup and delivery of orders; resolves shipping errors between district warehouse and individual school sites.
17. Supervises regular and annual warehouse inventory counts; researches and updates discrepancies and prepares and submits reports.
18. Makes necessary recommendations for warehousing improvements.
19. Utilizes department's technology infrastructure with inventory program for centralized ordering, food distribution, preparing reports, assisting site food service leads with any ordering issues and concerns.
20. Assists director with evaluations of complex U.S. Department of Agriculture (USDA) Request for Pricing (RFP), as required; completes foodservice bids to include Micro-purchases, Small Purchases (Request for Quotation) as necessary.
21. Performs related work as required.

QUALIFICATIONS:

Education and Experience:

Any combination of training, education or experience which demonstrates the ability to perform the duties of the position with progressive experience in inventory control, warehouse operations or food service operations, supervisory experience.

Licenses and Certificates:

Valid California Class C Driver's License or obtained within 30 days of hire or before driving vehicle requiring the license.

Valid Forklift certification.

Knowledge, Skills, and Abilities:

- Knowledge of the principles and practices involved in large scale food service warehouse and fleet
- Knowledge of Federal National School Lunch Program, and federal and State laws relating to it
- Knowledge and skill in use of computers and assorted software programs including Microsoft Word, Excel, Outlook, PowerPoint as well as web browsers
- Knowledge and ability to operate a variety of warehouse equipment, proper loading and unloading of trucks and delivery vans
- Knowledge of food cost accounting, storage, and inventory procedures

Supervisor, Nutrition Services Warehouse and Fleet
Page 3 of 3

- Knowledge of and ability to maintain accurate records
- Knowledge of principles and ability to plan, organize, supervise and evaluate work of assigned personnel
- Knowledge of interpersonal skills using tact, patience, and courtesy
- Ability to remain in a stationary position for extended periods of time
- Ability to establish priorities and schedule work effectively and efficiently
- Ability to follow verbal and written instructions with a minimum of direction
- Ability to establish and maintain effective relationships with those contacted in the course of work
- Ability to review and analyze work procedures and methods and devise new methods
- Ability to analyze and interpret financial and operational data
- Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:

- Indoor office and warehouse environment
- Continuous contact with staff
- Drive a vehicle to conduct work
- Cold from Freezers and refrigerators

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

- Communicate to exchange information both in person and on the telephone
- Inspect requisitions, shipping lists and other documents with fine print
- Detect defects in shipments and inventory
- Transport or move objects up to 72 pounds from floor and 62 pound arm lifts
- Work atop ladders or scaffolding
- Operate warehouse and office equipment requiring repetitive hand movement and fine coordination including the use of a computer keyboard
- Move about facilities to conduct work

Hazards:

- Works around standard kitchen equipment with moving parts
- Exposure to cold temperatures from refrigerators and freezers
- Exposure to cleaning chemicals, detergents, abrasives, disinfectants and fumes

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

Board Approval: TBD



Job Description

POSITION CODE: TBD
Classified Group: Teamsters
Salary Range: 19
Work Days: Varies
Page 1 of 3

POSITION TITLE: District Van Driver

DEFINITION: Under general supervision, safely drives a district van or transportation vehicle on an assigned route in the transportation of regular and special needs students; apply safe driving principles in vehicle operation, maintain vehicle in a clean and safe condition, perform minor routine maintenance, and other related duties as assigned including washing interior and exterior of vehicles.

*Qualified employees enrolled in the San Juan Unified School District bus driver academy obtaining a Class B school bus driver certification may be assigned to this temporary position for a period of 6 months from the date of obtaining a Class B permit from the California Department of Motor Vehicles.

DIRECTLY RESPONSIBLE TO: Director, Transportation Operations or Designee

SUPERVISION OVER: N/A

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

1. Responsible for operating a district van or transportation vehicle assigned to an established schedule in accordance with departmental procedures.
2. Observes legal and defensive driving practices in compliance with applicable traffic and student transportation laws, codes, and regulations.
3. Assists in loading and unloading students and/or equipment including but not limited to wheelchair, ambulatory students with varying disabilities, etc. in accordance with department policies and protocols.
4. Enforces district policies and procedures ensuring the safety of passengers.
5. Prepares reports including but not limited to mileage, time, and student load counts.
6. Responsible for vehicle cleanliness in accordance with departmental procedures and ensuring assigned vehicle is kept in a safe operating condition.
7. Conducts a pre-trip inspection of the vehicle, inspecting the interior, exterior, brakes, headlamps, taillights, tires/tread depth, the engine compartment, etc. prior to operation.
8. Reports the need for routine or emergency vehicle maintenance to applicable department staff.
9. Fuels and maintains proper fluid levels (oil, coolant and transmission fluids) of the vehicles.
10. May assist those providing first-aid or emergency assistance, as needed.
11. May be assigned general maintenance and clean-up activities in the transportation department.
12. Performs related work as required.

QUALIFICATIONS:

Education and Experience:

Minimum of a high school diploma or GED is required; experience in driving under a wide variety of driving, weather and road conditions; a work history demonstrating dependability and reliability; good driving record; must be able to qualify for district insurance coverage.

Licenses and Certifications:

- Valid California Class B Commercial Driver's License permit
- Valid medical certificate approved by the California Department of Motor Vehicles
- Completion of a district approved van or transportation vehicle defensive driving safety training course

Knowledge, Skills, and Abilities:

- Knowledge of safe driving principles and defensive driving practices
- Knowledge of applicable provisions of California Motor Vehicle Code, Education Code, and other statutes/regulations applicable to the operation of vehicles in transportation of students
- Knowledge of first-aid techniques and procedures
- Knowledge of proper lifting techniques in accordance with established guidelines
- Knowledge of interpersonal skills using tact, patience, and courtesy
- Ability to communicate effectively both verbally and in writing with administrators, staff, students, and parents
- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
- Ability to drive a school van or transportation vehicle safely over a variety of normal and hazardous road conditions
- Ability to maintain order among students on a van or transportation vehicle
- Ability to remain calm in stressful situations
- Ability to make simple reports
- Ability to understand and follow verbal and written instructions
- Ability to work effectively with all levels of district staff, students, parents, and the community
- Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:

- School van or transportation vehicle environment
- Constant noise
- Continuous contact with students and staff with frequent interruptions and significant distractions
- Contact with dissatisfied and/or uncooperative individuals
- Drive a vehicle to conduct work

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

- Inspect documents and other written material with fine print
- Communicate to exchange information in person, in small groups, and/or on the telephone or 2-way radio
- Operate office equipment requiring repetitive hand movement and fine coordination
- Good physical condition as determined by pre- and post-employment inquiries and health reports
- Move about school bus and facilities to conduct work including walking, sitting, stooping, kneeling, crouching, crawling, climbing, standing, reaching with arms and hands, or balancing for long periods of time
- Lift and/or move the combined weight of students and adaptive equipment
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception

Hazards:

- Exposure to fumes, airborne particles, grease, oil or other motor vehicle fluids
- Exposure to and contact with blood or other bodily fluids

Other Characteristics:

- Ability to work a split-shift as required

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

Board Approved: TBD

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

AGENDA ITEM: G-2
MEETING DATE: 08/23/2022

APPROVED: 
Jennifer Stahlheber

Purchasing Contracts Report

The following reports are submitted for board approval/ratification:

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



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

July 27, 2022 - August 9, 2022

PO#	Date	Vendor Name	Description	Amount \$	Site/ Department
301866	7/27/2022	Amazon	PPE Supplies	\$ 100,000.00	231 - Business Support Services
301749	7/29/2022	CDW	Proofpoint License	\$ 153,574.46	252 - Technology
TBD	8/5/2022	Enome	Software to support educators with instructional design to create IEP goals, resources and strategies	\$481,950	101 - Special Education
TBD	8/4/2022	Lozano Smith	Legal Services	\$ 210,000.00	205 - Facilities
302061	7/27/2022	EMCORE Services	Mechanical and HVAC Maintenance Three year contract. Monthly charge: \$1,553.75	\$ 18,645.00	213 - Nutrition Services
TBD	8/8/2022	Maxim Healthcare	Behavior tech services for students and supplemental staff	\$ 474,685.00	101 - Special Education
TBD	8/8/2022	Gates of Learning	Additional instruction assistance and transportation services	\$ 385,000.00	101 - Special Education
TBD	8/8/2022	Excel Interpreting	Interpretation services	\$ 130,000.00	412 - Office of Student Learning Assistance



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

July 27, 2022 - August 9, 2022

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

General Contract

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

Other Contracts

Fund	Date	PO#	Bid #	Vendor Name	Description	Amount \$	Responsibility
01	8/3/2022	TBD	Piggyback	Brightly Software, Inc.	New M&O workorder software system Year 1 software & implementation - \$66,424.44 Year 2 software cost - \$46,080.11	\$ 112,504.55	212 - M&O
01	8/3/2022	TBD	Piggyback	Brightly Software, Inc.	New Event Management software system Year 1 software & implementation - \$32,344.68 Year 2 software cost - \$35,787.82	\$ 68,132.50	206 - Facilities Business Dept.
26	8/9/2022	TBD	21-125	Kitchell	Program services for measure P	\$ 200,000.00	216 - Facilities

New Addendum to Master Agreements

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



Purchasing Contracts Board Report
Board Pre-Approval
Piggyback Contracts

July 27, 2022 - August 9, 2022

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

Fund	Date	Piggyback #, Title	Vendor Name	Description	Term
01	8/3/2022	AEPA IFB-020D Facility Management Software, Monterey County Office of Education AEPA- Association of Educational Purchasing Agencies	Brightly Software, Inc. formally Dude Solutions Inc	Software	The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below - March 1, 2020 - and continue until February 28, 2021, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12 month periods extended until 02/28/2023

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

**AGENDA ITEM: G-3
MEETING DATE: 08/23/2022**

APPROVED:

Jennifer Stahlheber

Business and Financial Report

The following reports are submitted for board approval/ratification:

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

SAN JUAN UNIFIED SCHOOL DISTRICT
Accounting Services

WARRANTS & PAYROLL

VENDOR AND CONTRACT WARRANTS		
	Fund	July 2022
01	General Fund	\$ 4,676,636.76
09	Charter Schools	\$ 1,131.42
10	Special Ed Pass-Thru	\$ 78,545.00
11	Adult Education	\$ 24,438.36
12	Child Development	\$ 36,175.17
13	Food Service/Cafeteria	\$ 99,681.76
14	Deferred Maintenance	\$ 167,619.21
21	Building Fund	\$ 16,167.28
22	Measure S Building Fund	\$ -
23	Measure J Building Fund	\$ 500.00
24	Measure N Building Fund	\$ 58,704.35
25	Capital Facilities	\$ 4,625.00
26	Measure P Building Fund	\$ 9,326,734.75
35	State Schools Facilities Fund	\$ -
40	Sp Res FD -- Capital Outlay Proj	\$ -
67	Self Insurance	\$ 633,826.00
95	Student Body	\$ -
TOTALS		\$ 15,124,785.06

PAYROLL AND BENEFITS		
	All Funds	July 2022
	Certificated Payroll	\$ 2,816,201.75
	Classified Payroll	\$ 3,599,409.79
	Benefits	\$ 2,063,683.75
TOTALS		\$ 8,479,295.29

GRAND TOTAL \$ 23,604,080.35

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

AGENDA ITEM: G-5

MEETING DATE: 08/23/2022

SUBJECT: Surplus Property

CHECK ONE:

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

DEPARTMENT: Business Support Services

ACTION REQUESTED:

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

RATIONALE/BACKGROUND:

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

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

ATTACHMENT(S):

A: List of Surplus Property

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

FISCAL IMPACT:

Current Budget: \$ _____ N/A

Additional Budget: \$ _____ N/A

Funding Source: _____ N/A

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

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

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

Action: _____ N/A

Strategic Plan: _____ N/A

PREPARED BY: Susan Kane, Director, Business Support Services

Jennifer Stahlheber, Chief Financial Officer 

APPROVED BY: Kent Kern, Superintendent of Schools 

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

Location/Site	Make	Model	Description	Serial #	Disposition
BASP	Apple	A1458	iPad Tablet	DMPMQPKK182	E-waste
BASP	Apple	MacBook Pro	Laptop	C1MMN1J8DTY3	E-waste
BASP	Apple	A1181 MacBook	Laptop	459424MC9GU	E-waste
BASP	Apple	A1181 MacBook	Laptop	45924V09GU	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420DB007600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420DA6D7600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D9837600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D8EE7600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D8CB7600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D4637600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D4587600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420842B7600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA002642083DA7600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA002642083BA7600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA002642083B47600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA002642083A67600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA002642083A07600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420839F7600	E-waste
BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420833F7600	E-waste
BASP	HP	LaserJet P1505n	Printer	VNB3L06386	E-waste
BASP	HP	Color LaserJet Enterprise M553	Printer	JPBCJ8811Q	E-waste
BASP	NEC	VT595	Projector	7X00332FH	E-waste
BASP	NEC	VT595	Projector	7X00327FH	E-waste
BASP	NEC	VT491	Projector	7400648ED	E-waste
BASP	Sony	PS2	Game System and controllers	PX442291110	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	100010741	E-waste
Casa Roble	Acer	C740 Chromebook	Laptop	10010703	E-waste
Casa Roble	Acer	C740 Chromebook	Laptop	10010688	E-waste
Casa Roble	Acer	C740 Chromebook	Laptop	10010678	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10009893	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003113	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003112	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003111	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003109	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003108	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003106	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003101	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003096	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003093	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003092	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003074	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003073	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003071	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003068	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003067	E-waste
Casa Roble	Acer	Chromebook ZHN	Laptop	10003066	E-waste
Casa Roble	Apple	iMac	Computer	800007734	E-waste
Casa Roble	Apple	iMac	Computer	20195338	E-waste

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Location/Site	Make	Model	Description	Serial #	Disposition
Casa Roble	Apple	iMac	Computer	20182939	E-waste
Casa Roble	Apple	iMac	Computer	20182939	E-waste
Casa Roble	Apple	iMac	Computer	20182938	E-waste
Casa Roble	Apple	iMac	Computer	20182937	E-waste
Casa Roble	Apple	iMac	Computer	20182936	E-waste
Casa Roble	Apple	A1566	iPad Tablet	20181655	E-waste
Casa Roble	Apple	A1567	iPad Tablet	20181654	E-waste
Casa Roble	Apple	iMac	Computer	20178753	E-waste
Casa Roble	Apple	iMac	Computer	20178752	E-waste
Casa Roble	Apple	iMac	Computer	20178751	E-waste
Casa Roble	Apple	iMac	Computer	20178750	E-waste
Casa Roble	Apple	iMac	Computer	20178749	E-waste
Casa Roble	Apple	iMac	Computer	20178748	E-waste
Casa Roble	Apple	iMac	Computer	20178747	E-waste
Casa Roble	Apple	iMac	Computer	20178746	E-waste
Casa Roble	Apple	iMac	Computer	20178745	E-waste
Casa Roble	Apple	iMac	Computer	20178572	E-waste
Casa Roble	Apple	iMac	Computer	20178564	E-waste
Casa Roble	Apple	iMac	Computer	20178563	E-waste
Casa Roble	Apple	iMac	Computer	20178562	E-waste
Casa Roble	Apple	iMac	Computer	20178561	E-waste
Casa Roble	Apple	iMac	Computer	20178560	E-waste
Casa Roble	Apple	iMac	Computer	20178559	E-waste
Casa Roble	Apple	iMac	Computer	20178558	E-waste
Casa Roble	Apple	iMac	Computer	20178557	E-waste
Casa Roble	Apple	iMac	Computer	20178556	E-waste
Casa Roble	Apple	iMac	Computer	20178555	E-waste
Casa Roble	Apple	iMac	Computer	20178554	E-waste
Casa Roble	Apple	iMac	Computer	20178553	E-waste
Casa Roble	Apple	iMac	Computer	20178552	E-waste
Casa Roble	Apple	iMac	Computer	20178551	E-waste
Casa Roble	Apple	iMac	Computer	20178550	E-waste
Casa Roble	Apple	iMac	Computer	20178550	E-waste
Casa Roble	Apple	iMac	Computer	20178354	E-waste
Casa Roble	Apple	iMac	Computer	20178353	E-waste
Casa Roble	Apple	iMac	Computer	20178352	E-waste
Casa Roble	Apple	iMac	Computer	20178351	E-waste
Casa Roble	Apple	iMac	Computer	20178350	E-waste
Casa Roble	Apple	MacBook A1466	Laptop	10001775	E-waste
Casa Roble	Bretford	Powersync	Computers On Wheels	20181672	E-waste
Casa Roble	Dell	2200mp	Projector	tw-0c2727-70641-51p-0015	E-waste
Casa Roble	Dell	1907fc	Monitor	cn-0dy840-46633-73c-350u	E-waste
Casa Roble	Dell	1907fc	Monitor	cn-0dy840-46633-73c-33yu	E-waste
Casa Roble	Dell	1908fpb	Projector	cn-0dy840-46633-6cm-135s	E-waste
Casa Roble	Dell	1907fc	Monitor	cn-0cc299-64180-67j-67da	E-waste
Casa Roble	Dell	1907fc	Monitor		E-waste
Casa Roble	Dukane	Micromatic 28a81a	Projector	1312291	E-waste
Casa Roble	Envision	HL1901	Monitor	j1476ca007177	E-waste

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Location/Site	Make	Model	Description	Serial #	Disposition
Casa Roble	EPSON	ET-2750	Printer	X4DQ044977	E-waste
Casa Roble	HP	LaserJet P3015	Printer	VNBCB138RX	E-waste
Casa Roble	HP	C4150	Printer	MY719H73XD	E-waste
Casa Roble	HP	Q5403a	Printer	cngxd63352	E-waste
Casa Roble	HP	LaserJet 2420dn	Printer	CNGKL66877	E-waste
Casa Roble	HP	Q7815a	Printer	cnd1s27121	E-waste
Casa Roble	HP	LaserJet 500 Colorm551	Printer	CNCCF2D1DH	E-waste
Casa Roble	HP	Compaq la1751g	Monitor	cnc034r2go	E-waste
Casa Roble	HP	LaserJet Pro	Printer	PHBQH30370	E-waste
Casa Roble	HP	Chromebook	Laptop	20218543	E-waste
Casa Roble	HP	Probook 451 G14	Laptop	20195240	E-waste
Casa Roble	HP	Probook 451 G5	Laptop	20178759	E-waste
Casa Roble	HP	Probook 451 G11	Laptop	20178758	E-waste
Casa Roble	HP	Probook 451 G18	Laptop	20178757	E-waste
Casa Roble	HP	Probook 451 G22	Laptop	20178755	E-waste
Casa Roble	HP	Probook 451 G8	Laptop	20178754	E-waste
Casa Roble	HP	Probook 451 G16	Laptop	20178744	E-waste
Casa Roble	HP	Probook 451 G3	Laptop	20178743	E-waste
Casa Roble	HP	Probook 451 G9	Laptop	20178742	E-waste
Casa Roble	HP	Probook 451 G23	Laptop	20178739	E-waste
Casa Roble	HP	Probook 451 G12	Laptop	20178738	E-waste
Casa Roble	HP	Probook 451 G4	Laptop	20178737	E-waste
Casa Roble	HP	Probook 451 G19	Laptop	20178736	E-waste
Casa Roble	HP	Probook 451 G7	Laptop	20178735	E-waste
Casa Roble	HP	Probook 451 G20	Laptop	20178734	E-waste
Casa Roble	HP	Probook 451 G24	Laptop	20178733	E-waste
Casa Roble	HP	Probook 451 G13	Laptop	20178732	E-waste
Casa Roble	HP	Probook 451 G26	Laptop	20178730	E-waste
Casa Roble	HP	Ergotron 30 Notebook	PC Cart	20178709	E-waste
Casa Roble	HP	Probook 451 G6	Laptop	20178708	E-waste
Casa Roble	HP	Probook 451 G17	Laptop	20178707	E-waste
Casa Roble	HP	Probook 451 G21	Laptop	20178705	E-waste
Casa Roble	HP	Probook 451 G10	Laptop	20178702	E-waste
Casa Roble	HP	Probook 451 G25	Laptop	20178701	E-waste
Casa Roble	HP	Probook 451 G15	Laptop	20178700	E-waste
Casa Roble	HP	LaserJet P3015	Printer	20178579	E-waste
Casa Roble	JVC	AC-27530	TV	9017490	E-waste
Casa Roble	Kodak		Projector		E-waste
Casa Roble	Olympia	Electric	Typewriter		E-waste
Casa Roble	Panasonic	dmr-ez475v	VCR	vn7da003038	E-waste
Casa Roble	Panasonic	dvd-s53	VCR	va7ea003530r	E-waste
Casa Roble	Panasonic	dvd-s25	VCR	vb3ka025451	E-waste
Casa Roble	Toshiba	32d43	TV	bab805078939	E-waste
Casa Roble	Zenith	Maximum sr2771s	TV	521-6332003	E-waste
Encina	Kyocera	CS7002i	Copier	VJX6Z00118	E-waste
Encina	Kyocera	EOS589	Copier	N48Z12858	E-waste
Mariposa	Anthro		Computers On Wheels	20189941	E-waste
Mariposa	Anthro		Computers On Wheels	20177604	E-waste

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Location/Site	Make	Model	Description	Serial #	Disposition
Mariposa	Anthro		Computers On Wheels	20177599	E-waste
Mariposa	Anywhere Cart		Computers On Wheels	20180053	E-waste
Mariposa	Anywhere Cart		Computers On Wheels	20180038	E-waste
Mariposa	Anywhere Cart		Computers On Wheels	20179249	E-waste
Mariposa	Anywhere Cart		Computers On Wheels	20179248	E-waste
Mariposa	Anywhere Cart		Computers On Wheels	20176726	E-waste
Mariposa	Anywhere Cart		Computers On Wheels		E-waste
Mariposa	Anywhere Cart		Computers On Wheels		E-waste
Mariposa	Apple		Monitor	20180034	E-waste
Mariposa	Apple		Monitor	20179729	E-waste
Mariposa	Apple	MacBook	Laptop	20179243	E-waste
Mariposa	Apple		Monitor	20179217	E-waste
Mariposa	Apple		Monitor	20179216	E-waste
Mariposa	Apple		Monitor	20179215	E-waste
Mariposa	Apple		Monitor	20179214	E-waste
Mariposa	BenQ		Projector	PD8IJ00460048	E-waste
Mariposa	BenQ		Projector	PD6BH0072704E	E-waste
Mariposa	BenQ		Projector	20180036	E-waste
Mariposa	BenQ	Gpu3504500200WD00	Wireless headphone		E-waste
Mariposa	Dell	Percision	Hard Drive	18476037110	E-waste
Mariposa	ELMO		Projector	20179678	E-waste
Mariposa	HP	L2045W	Monitor	CNT925V3C9	E-waste
Mariposa	HP	Color LaserJet p3005dn	Printer	CNJ1r80801	E-waste
Mariposa	HP	LaserJet 4200n	Printer	20179243	E-waste
Mariposa	HP	Color LaserJet Pro M452dn	Printer		E-waste
Mariposa	Samsung	Notebook	Laptop	10002383	E-waste
Mariposa	Samsung	Notebook	Laptop	10002382	E-waste
Mariposa	Samsung	Notebook	Laptop	10002381	E-waste
Mariposa	Samsung	Notebook	Laptop	10002380	E-waste
Mariposa	Samsung	Notebook	Laptop	10002379	E-waste
Mariposa	Samsung	Notebook	Laptop	10002377	E-waste
Mariposa	Samsung	Notebook	Laptop	10002375	E-waste
Mariposa	Samsung	Notebook	Laptop	10002374	E-waste
Mariposa	Samsung	Notebook	Laptop	10002373	E-waste
Mariposa	Samsung	Notebook	Laptop	10002372	E-waste
Mariposa	Samsung	Notebook	Laptop	10002348	E-waste
Mariposa	Samsung	Notebook	Laptop	10002337	E-waste
Mariposa	Samsung	Notebook	Laptop	10002335	E-waste
Mariposa	Samsung	Notebook	Laptop	10002333	E-waste
Mariposa	Samsung	Notebook	Laptop	10002331	E-waste
Mariposa	Samsung	Notebook	Laptop	10002330	E-waste
Mariposa	Samsung	Notebook	Laptop	10002329	E-waste
Mariposa	Samsung	Notebook	Laptop	10002327	E-waste
Mariposa	Samsung	Notebook	Laptop	10002326	E-waste
Mariposa	Samsung	Notebook	Laptop	10002325	E-waste
Mariposa	Samsung	Notebook	Laptop	10000785	E-waste
Mariposa	Samsung	Notebook	Laptop	10000688	E-waste
Mariposa	Samsung	Notebook	Laptop	10000687	E-waste

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Location/Site	Make	Model	Description	Serial #	Disposition
Mariposa	Samsung	Notebook	Laptop	10000686	E-waste
Mariposa	Samsung	Notebook	Laptop	10000684	E-waste
Mariposa	Samsung	Notebook	Laptop	10000682	E-waste
Mariposa	Samsung	Notebook	Laptop	10000681	E-waste
Mariposa	Samsung	Notebook	Laptop	10000680	E-waste
Mariposa		MacBook	Laptop	070L006426	E-waste
Mariposa		TT-02S	Projector	20180037	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D9C97600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D9927600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D9917600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D97C7600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D4767600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D46D7600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D45B7600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D4397600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026420D4027600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA00264208EF7600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0026412A92A7600	E-waste
Starr King BASP	Chromebook	C740 Chromebook	Laptop	NXEF2AA0025220E52F7600	E-waste
Sylvan	Gateway	TFT1780PS	Monitor	MWD77 B0N 02072	E-waste
Sylvan	HP	Compaq Eite 830	Laptop	MXL2440KJ2	E-waste
Sylvan			Keyboard		E-waste
Sylvan			Mouse		E-waste
Transportation	CopyStar	CS5035	Printer	20170539	E-waste
Transportation	CopyStar	CS1635	Printer		E-waste
Transportation	Dell	E6410	Laptop		E-waste
Transportation	Dell	E6411	Laptop		E-waste
Transportation	HP	Compaq	Desktop computer	1200015619	E-waste
Transportation	HP	Compaq	Desktop computer	1100014226	E-waste
Transportation	HP	NX6110	Laptop	600000312	E-waste
Transportation	HP	Compaq	Desktop computer	20170563	E-waste
Transportation	HP	Omni Book XE3	Laptop		E-waste
Transportation	HP	1740	Monitor		E-waste
Transportation	HP	1740	Monitor		E-waste
Transportation	HP	1740	Monitor		E-waste
Transportation	HP	E232	Monitor		E-waste
Transportation	HP	E233	Monitor		E-waste
Transportation	LG	24EN33	Monitor		E-waste
Whitehouse			13 - Monitors		E-waste
Whitehouse			14 - Wired keyboards		E-waste
Whitehouse			12 - Wired mice		E-waste
Whitehouse			1 Box - Powercords		E-waste
Whitehouse			1 Box - Monitor cords		E-waste
Will Rogers BASP	HP COMPAQ	8300 Mircrotower	Desktop computer	MXL3191KK9	E-waste
Will Rogers BASP	Viewsonic	PA503S-2	Projector	W8X21351523	E-waste

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

AGENDA ITEM: G-6

MEETING DATE: 08/23/2022

SUBJECT: Short-Term Bilingual Instructional Assistant (Farsi)

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Human Resources

ACTION REQUESTED:

The superintendent is recommending that the board approve a short-term Bilingual Instructional Assistant position at Rio Americano High School. This position will run from August 25, 2022 until May 22, 2023.

RATIONALE/BACKGROUND:

California Education Code Section 45103 requires that before employing a short-term employee, the governing board of a school district, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification" in subdivision (a) of Section 45101, and shall certify the ending date of the service.

Rio Americano High School requires a short-term employee to fill behind a leave of absence taken by a permanent Farsi-speaking Bilingual Instructional Assistant. This leave of absence began May 22, 2022 and will end on May 22, 2023.

ATTACHMENT(S):

N/A

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

FINANCIAL DATA:

N/A

PREPARED BY: Harold Giffin, Analyst, Human Resources

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

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

SUBJECT: Amendment No. 5 to Facilities Lease
Agreement for Charter School Facilities Rehabilitation

DEPARTMENT: Facilities

AGENDA ITEM: G-7

MEETING DATE: 08/23/2022

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

ACTION REQUESTED:

The superintendent is recommending that the board approve amendment No. 5, authorizing the District and California Montessori Project (CMP) to rehabilitate facilities at the Thomas Coleman Campus under the Charter School Facilities Program.

RATIONALE/BACKGROUND:

The District and CMP desire to modify the facilities lease agreement for the Coleman campus in order to rehabilitate the facilities pursuant to section 9(b) of the facilities lease agreement under the Charter School Facilities Program as administered by the California School Finance Authority and the Office of Public School Construction.

ATTACHMENT(S):

A: Amendment No. 5

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

FISCAL IMPACT:

Current Budget: N/A

Additional Budget: N/A

Funding Source: N/A

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

Current Year Only Ongoing:

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Frank Camarda, Chief Operations Officer 

APPROVED BY: Kent Kern, Superintendent of Schools 

**AMENDMENT NO. 5 BETWEEN SAN JUAN UNIFIED SCHOOL DISTRICT
AND CALIFORNIA MONTESSORI PROJECT
ALLOWING THE CHARTER SCHOOL TO REHABILITATE THE FACILITIES UNDER THE
CHARTER SCHOOL FACILITIES PROGRAM**

This amendment (“Amendment”) is entered into by and between the San Juan Unified School District (“District”) and California Montessori Project, a California Non-Profit Public Benefit Corporation organized and operated under the Internal Revenue Code Section 501(c)(3) (“Non-Profit”), as operator of California Montessori Project, Coleman Campus, and referred to as the San Juan Campus at Orangevale, on the effective date as set forth below. District and Non-Profit are referred to singularly as “Party” or collectively as “Parties”.

WHEREAS, the District and the Non-Profit entered into an Agreement entitled *Facilities Lease Agreement* (“FLA”) for the term July 1, 2016 to June 30, 2021. The Parties subsequently entered into an Agreement entitled *Amendment to Lease Agreement, Coleman Campus* for the term July 1, 2021 to June 30, 2022, which was dated on April 13, 2021. The District and the Non-Profit then renewed the lease through a *Notice of Renewal* dated March 17, 2022, for the term July 1, 2022, to June 30, 2023.

WHEREAS, the District and the Non-Profit desire to modify the FLA by allowing the Non-Profit to rehabilitate the facilities pursuant to Section 9(b) of the FLA under the Charter School Facilities Program as administered by the California School Finance Authority and the Office of Public School Construction as staff to the State Allocation Board.

WHEREAS, the District and Non-Profit agree that: the District will carry out the project and the work will be performed by a contractor of the District’s choosing in compliance with the Public Contract and Labor Codes; the work will be completed within the timeframe allowed pursuant to School Facility Program Regulation Sections 1859.105, 1859.166, and 1859.167 and as stipulated in the contract documents; and, the work will be completed with Charter School Facilities Program and local District matching funds and the Non-Profit will pay the District project management fees as deemed necessary.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

- 1) The Non-Profit is hereby permitted to use, and rehabilitate under the Charter School Facilities Program, the facilities identified in the FLA.
- 2) This amendment shall not alter or affect in any way any other portion of the FLA. All other terms of said FLA remain in full force and effect.
- 3) This amendment shall become effective upon the signatures of the Parties and District.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates set forth below.

Date: _____

Brett Barley
Executive Director / Superintendent
California Montessori Project

Date: _____

Frank Camarda
Chief Operations Officer
San Juan Unified School District

PASSED AND ADOPTED by the San Juan Unified School District Board of Trustees at its meeting held on August 23, 2022, by the following vote:

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

Michael McKibbin, Ed.D.
President, Board of Trustees

ATTESTED TO:

Pam Costa
Clerk, Board of Trustees

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

SUBJECT: Arcade Fundamental Middle School
Lease Amendment No. 1

DEPARTMENT: Facilities

AGENDA ITEM: G-8

MEETING DATE: 08/23/2022

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

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 4033, approving the first amendment to the lease agreement for the Arcade Fundamental Middle School Project No. 001-9512-P1 between San Juan Unified School District and Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction.

RATIONALE/BACKGROUND:

The Board of Education previously approved the district to enroll into the Statewide Educational Wrap Up Program (SEWUP) for an Owner Controlled Insurance Policy (OCIP), per resolution 4007; and the insurance requirements under Exhibit E of the Facilities Lease shall be amended to incorporate the OCIP into the project. Attachment B in its entirety is available for reference at the Facilities Construction Office.

ATTACHMENT(S):

A: Resolution No. 4033

B: Exhibit E

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

Board of Education: 02/15/2022

FISCAL IMPACT:

Current Budget: N/A

Additional Budget: N/A

Funding Source: Measure P

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

Current Year Only Ongoing:

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

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

RESOLUTION NO. 4033

**RESOLUTION BEFORE THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION APPROVING LEASE AMENDMENT #1 FOR THE
ARCADE FUNDAMENTAL MIDDLE SCHOOL PROJECT
SJUSD PROJECT #001-9512-P1**

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

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, per resolution 4019; and

WHEREAS, the approval of the Facilities Lease authorized only preconstruction services to be performed; the price for the preconstruction services was \$74,800.00; no construction services were approved to commence; and no construction services have commenced; and

WHEREAS, the District Board of Education (“Board”) previously approved the district to enroll into the Statewide Educational Wrap Up Program (SEWUP) for an Owner Controlled Insurance Policy (OCIP), per resolution 4007; and

WHEREAS, the insurance requirements under Exhibit E of the Facilities Lease shall be amended to incorporate the OCIP into the project;

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

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

Section 2. The board approves the amended insurance requirements as stated in the revised Exhibit E section of the Facilities Lease.

The foregoing findings and decision to award were made by the San Juan Unified School District Board of Education at a meeting of the Board on August 23, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attest:

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

Exhibit E
INSURANCE REQUIREMENTS

1.1 INTRODUCTION

The San Juan Unified School District, hereinafter called the “District” has elected, at its sole discretion, to implement an Owner Controlled Insurance Program (“OCIP”) under the Statewide Educational Wrap Up Program (“SEWUP”). The SEWUP Joint Powers Authority (“JPA”) will be providing the OCIP on behalf of the District. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

The OCIP will be primary to other valid and collectable insurance for the District and enrolled parties in the program. The SEWUP JPA will provide Workers’ Compensation, Employer’s Liability, General & Excess Liability, and Contractor’s Pollution Liability for Entity (and its Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called “Project”) as well as builder’s risk insurance. The District agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents.

Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Labor and ongoing operations related to offsite locations **are not covered by the OCIP**. In addition to any insurance provided by the District, the Entity (as defined below) and all Subcontractors will be responsible for providing certain insurance as specified in section 1.7. The District recommends that the Entity and all Subcontractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained.

Keenan & Associates, hereinafter called “Program Administrator”, shall administer the OCIP on behalf of the SEWUP JPA. At all times, Entity and all Subcontractors, shall (a) cooperate with District, Program Administrator, and all OCIP insurers, as applicable, and their respective consultants, agents and representatives, in its or their administration of the OCIP and all other terms and conditions described herein and (b) comply with the terms, conditions, warranties, and subjectivities of the insurance policies provided pursuant to the OCIP, including, without limitation, any and all directives and requirements of District’s and the OCIP insurers’ respective consultants, agents and representatives, including, without limitation, any directive or requirement relating to loss control, and quality control, and the closure to District’s satisfaction of open items on any and all quality control checklists and inventories.

A. Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Entity and each Eligible Subcontractor must follow the guidelines, as specified in section 1.5.

Definitions:

Enrollment: Entity and each Eligible Subcontractor is considered Enrolled once required documents are received, reviewed and processed by the OCIP Program Administrator to the insurer. (See Sections 1.7 and 1.8)

Entity: The Lease-Leaseback Entity that the District engaged pursuant to the Site Lease and the Facilities Lease to perform services relating to the Project.

Subcontractor: Includes all vendors, suppliers, contractors, businesses, and other persons or entities that have been engaged by Entity to perform, or assist with the performance of, services relating to the Project.

Start Date: The date that a Subcontractor begins on-site Project-related activities, which may include Project meetings required to be held on the Project site.

Eligible: Includes Entity and all Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible: It is not the intent to insure or enroll every entity on the Project. “Ineligible” entities include, but are not limited to:

- consultants and other professionals, such as surveyors, design professionals, inspectors, testing professionals, and others;
- material suppliers and/or vendors that do not install materials or otherwise provide labor on the project site;
- contractors not performing work on the Project Site;
- contractors for abatement and/or removal of hazardous materials;
- service providers, such as security guards and non-construction janitorial service providers, and contractors performing landscape maintenance (although landscape work itself is covered);
- truckers, including trucking to the Project where delivery is the only scope of work performed; and
- other entities that do not install materials or perform work constructing the Project.

Ineligible entities are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment. **Any questions regarding an entity’s status as “Eligible” or “Ineligible” should be referred by written request to District and approved by the Program Administrator.**

ENTITY AND EACH SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL SUBCONTRACTORS. Any contractor/subcontractor’s failure to comply with the OCIP Administrator and all OCIP requirements shall be considered non-compliant under the contract.

Enrollment of Entity’s eligible Subcontractors, at every level, is mandatory. Entity shall notify District and the Program Administrator in writing of the identity of each Subcontractor regardless of enrollment eligibility and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such parties’ commencement of their portion of the Work and prior to their entry onto the Project site. Entity and Subcontractors of all tiers shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment, for each entity. Enrollment is required prior to commencement of on-site activities, including without limitation attending Project-related meetings, but no Subcontractor shall be enrolled sooner than 30 days prior to the date they begin on-site Project activities (Start Date). Entity and each Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such entity’s failure to enroll, or delay in enrolling, any of its Subcontractors.

As discussed further below, the District will require copies of insurance policies for Entity and any Subcontractors to the extent that the operations are not covered by the OCIP. If at any time the District requests copies of an insurance policy or policies, Entity agrees to provide certified copies within 30 days of the District’s request. The failure of the District to request Subcontractor policies shall not relieve Entity of the obligation to verify that its Subcontractors have all required insurance.

Unless otherwise directed by the District, Entity and Subcontractors will be required to maintain their own insurance for both on-site activities not covered by the OCIP and off-site activities and will be required to participate in the Project Safety Program (See Section 1.16). Minimum Insurance and endorsement requirements are located in Section 1.7 & 1.8 below.

Each ineligible contractor must register with the OCIP online portal called Keenan Wrap. All required certificates and endorsements must be supplied via Keenan Wrap.

B. Project Site and Offsite Premises

Coverages provided by the OCIP are **Project Site** specific. The Project Site shall be designated by the District. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site (a) locations, (b) labor, and (c) ongoing operations are not covered by the OCIP. It will be the responsibility of Entity and each Subcontractor to maintain off-site insurance, as identified in Section 1.7, which specifies coverage types and minimum limits. Entity/Subcontractor will promptly furnish to the District, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

1.2 QUALIFICATION & COST IDENTIFICATION

A. Contractor Qualification

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards to bid on the Districts' Project. The following qualification standards apply at the time of bid opening:

1. Entity shall have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years OR the current published year.
 - a. *The District strongly encourages Entity to require subcontractors to also meet this requirement, but eligible subcontractors that do not meet this standard will not be prevented from enrolling in the OCIP.*
2. Entity shall have Zero (0) Serious and Willful violations (Labor Code Sections 6300 *et seq.*) against it in the past five (5) years
3. Entity shall have provided evidence of its Injury and Illness Prevention Program (IIPP) prior to award of the Facilities Lease.

B. Insurance Cost Exclusion

Contractor shall exclude all costs for insurance coverages provided under the OCIP. Subcontractors must certify that their bids exclude any costs relating to any insurance coverages afforded under the OCIP. The District will reject any proposed Subcontractor who has not so certified in its bid.

C. Change Order Pricing

No change order will include any costs or markup relating to any insurance coverage afforded under the OCIP.

1.3 DISTRICT-PROVIDED INSURANCE COVERAGES

ENTITY/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. IN THE EVENT OF ANY CLAIM OR QUESTION REGARDING COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL. OCIP POLICIES AND PROJECT INSURANCE MANUAL ARE AVAILABLE UPON WRITTEN REQUEST TO THE PROGRAM ADMINISTRATOR.

THE OCIP IS INTENDED TO PROVIDE BROAD COVERAGES AND HIGH LIMITS TO ENROLLED ENTITY/SUBCONTRACTORS. THE DISTRICT DOES NOT WARRANT OR REPRESENT THAT THE OCIP COVERAGES CONSTITUTE AN INSURANCE PROGRAM THAT COMPLETELY ADDRESSES THE RISKS OF THE

ENTITY/SUBCONTRACTORS. IT IS THE RESPONSIBILITY OF ENTITY AND ALL SUBCONTRACTORS TO ENSURE THAT THE OCIP COVERAGES PROVIDED SUFFICIENTLY ADDRESS THEIR INSURANCE NEEDS.

OCIP coverage applies only to Work performed under the Facilities and Site Lease at the Project (see Section 1.1B). **Entity and all Subcontractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.**

Such policies or programs may be amended from time to time, and the terms of such policies or programs, as amended, are incorporated herein by reference.

Entity/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms, and conditions shall determine the scope of coverage provided by the OCIP. As of October 1, 2019, 100% of the limits are available with a minimum of \$640 Million in construction values to be insured.

A. Workers' Compensation and Employer's Liability Insurance will be provided, in accordance with applicable state laws, to Entity and all Enrolled Subcontractors, each as named insured, and issued an individual policy reflecting the following Limits of Liability:

Workers' Compensation:

- California Statutory Benefits

Employer's Liability:

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth below:

Bodily Injury Outside US or Canada	Intentional or Aggravated Bodily Injury
Bodily Injury To Any Member of Flying Crew	Obligations Imposed By Disability Benefits or Any Similar Law
Bodily Injury To Person Subject To Federal Workers' Compensation	Obligations Imposed By Unemployment Compensation Laws
Contractual Liability	
Employees Knowingly Employed Illegally	State or Federal Law Violation Fines, Penalties
Employment Related Practices	

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions.

3. **Policy Term:** The master policy effective date is October 1, 2021. The policy term is three years, with one automatic two-year renewal. The policy is intended to remain in effect for duration of the contractor's construction Work. Warranty work and post-acceptance repair work is excluded; Entity and any Subcontractor providing such warranty or post-acceptance repair work must have their own insurance comparable to that required for ineligible entities. Entity and each Subcontractor is insured under the policy for the length of its work at the Project.

B. General and Excess Liability Insurance is written on an "Occurrence" form under master liability policies. Certificates of Insurance will be provided to Entity and all enrolled Subcontractors as named insured, with the total limits of liability reflecting the following:

- \$125,000,000 Bodily Injury and Property Damage Liability
- \$195,000,000 General Aggregate
- \$125,000,000 Products and Completed Operations

- 10 Years Completed Operations
1. Deductible: None
 2. Conditional Warranties*:
 - a. **Subsidence:** It is expressly warranted that the Named Insured, Entity, and all Sub-Contractors comply with all recommendations contained in the geotechnical/environmental reports. Failure to comply will result in subsidence coverage being null and void and a full subsidence exclusion would be re-instated.
 - b. **EIFS Installation Agreement:** The following terms and conditions shall be satisfied:
 - ii. All EIFS type of work will be monitored and video recorded to ensure product warranty remains intact and not invalidated through erroneous installation.
 - iii. Details of who is providing the EIFS warranty will be provided on a per project basis
 - iv. EIFS value is to be declared per project
 - v. EIFS purpose and use is to be declared per project

3. Exclusions: The known exclusions for this coverage are set forth below:

Aircraft, Auto or Watercraft	Nuclear
Asbestos	Personal and Advertising Bodily Injury
Certain Exclusions to Medical Payments Coverage	Pollution
Certain Exclusions to Personal and Advertising Injury Liability	Prior Continuous, or Progressively Deteriorating Injury or Damage
Certified Acts of Terrorism	Professional Liability
Contractual Liability (Limited Coverage Provided)	Recall of Products, Work Or Impaired Property
Employers Liability	Silica or Silica Mixed Dust
Employment Related Practices	Subsidence*
Expected or Intended Injury	Violation of Statutes Governing Collecting, Transmitting Information
Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"	Violation of Statutes Governing Email, Fax, Phone Calls
Fungi Or Bacteria	War
Lead	Workers Compensation and Similar Laws
Mobile Equipment	

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions.

4. **Policy Term:**

- a. The master policy effective date is October 1, 2021. The policy is intended to remain in effect for the duration of Project construction or through October 1, 2026 at 12:01am, whichever comes first.
- b. Ten years Products and Completed Operations coverage.

C. Entity's Pollution Liability is written on an “Occurrence” form under a master liability policy. Certificates of Insurance will be provided to Entity and all enrolled Subcontractors, as named insured, reflecting the following Limits of Liability:

- \$15,000,000 Per Occurrence / \$25,000,000 Policy Aggregate
 - Defense costs are outside of limits up to \$1M.
1. \$10,000 Deductible per Occurrence

2. Entity/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible will apply to each occurrence and must be satisfied prior to payment of the loss. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.
3. Exclusions: The known exclusions for this coverage are set forth below:

Auto, Aircraft, Vessel Or Rolling Stock	Nuclear
Claims Between Certain Insureds	Other Entities
Contractual Liability	Pre-Existing Conditions
Damage To Property	Products
Fines, Penalties, and Treble Damages	War
Employment Related Practices	Workers Compensation and Similar Laws
Owned Hazardous Materials Facility	

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions.

4. Policy Term: The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the duration of Project construction or through October 1, 2026 at 12:01am, whichever comes first.

D. Builder's Risk coverage will be in place during the Course of Construction at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sub limits, property limitations and conditions. Such insurance shall include the interests of the District as named insured and enrolled Entity/Subcontractors as additional insureds. The deductible schedule is as follows:

Deductibles

- \$10,000 - \$50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
- Up to \$100,000 deductible for Water Damage to All Construction Types

1. Entity/Subcontractors shall be responsible for the applicable deductible. The deductible shall apply to each occurrence and must be satisfied prior to payment of the loss. The deductible shall not be reimbursed by the OCIP Insurance Program or the District.

2. Exclusions: The known exclusions for this coverage are set forth below:

Asbestos	Foreign Terrorism
Certain Offsite Property	Infidelity, Dishonesty, Fraudulent Activity of Insured
Certain Release, Discharge, Escape, or Dispersal of Contaminants	Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
Certified Acts of Terrorism (Optional Coverage)	Loss Under Any Manufacturer or Supplier Guarantee/Warranty
Cessation of Work	Normal Subsidence
Communicable Disease	Nuclear
Contractor's Tools, Machinery, Plans, Equipment	Offshore or Barrier Island Property
Cost of Making Good (Optional Coverage)	Property That Stores, Processes, or Handles Radioactive Materials
Damage to Existing Property (Optional Coverage)	Rolling Stock, Aircraft, Watercraft
Damage While Testing Prototype or Used Machinery/Equipment	
Damages, Fines, Penalties at Government Agency or Court Order	Software Loss, unless results from an Open Peril

Disappearance or When Revealed by Inventory Shortage Alone	Vehicles or Equipment Licensed For Highway Use
Earth Movement (Optional Coverage)	War and Military Action
Electrical, Magnetic, or Errors Related to Electronic Records	Standing Timber, Growing Crops, Animals
Financial Accounts, Instruments, Stamps, Deeds, Precious Material	
Flood (Optional Coverage) (rain and the accumulation of rain water added to Flood definition)	

This builder's risk coverage and exclusion summary may not be all inclusive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions, sublimit and deductibles.

3. Special Conditions: All wood frame only projects are subject to Protective Safeguards as shown in EXHIBIT A.
4. **Policy Term:** The policy term is as stated on the Builder's Risk project endorsement or any extension endorsements issued by the carrier.
5. *Entity and all Subcontractors shall be responsible for any loss or damage to their personal property. This includes, but is not limited to, tools, equipment, mobile construction equipment, or materials NOT intended to be a permanent part of the building, whether owned, borrowed, used, leased, or rented by any Entity/Subcontractor. Any insurance purchased by the Entity/Subcontractors, or self-insurance, shall be the Entity's/Subcontractors' sole source of recovery in the event of a loss.*

- E. OCIP Policies Establish OCIP Coverage.** The insurance coverages, limits of liability, definitions, terms, conditions, exclusions and limitations contemplated in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provisions of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual provisions, the Facilities and Site Lease, the other contract documents, then the Project Insurance Manual. Entity/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in Section 1.3, and that it is relying solely on the provisions set forth in the insurance policies, and not upon any oral or written statement or reference in these contractual provisions, any other contract document, the Project Insurance Manual, or otherwise.

1.4 OCIP CERTIFICATES AND POLICIES

Entity and all Enrolled Subcontractors will receive Certificates of Insurance for Workers' Compensation, General Liability, Excess Liability and Contractor's Pollution Liability coverages. Each enrolled Entity/Subcontractor will receive their own Workers' Compensation policy. Program Administrator will provide a copy of the OCIP policies upon written request. Such policies or programs may be amended from time to time and the terms of such policies or programs, as they may be amended, are incorporated herein by reference. Entity/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

1.5 ENTITY/SUBCONTRACTOR RESPONSIBILITIES

Participation in the OCIP is mandatory but not automatic. Entity /Subcontractor must comply with the following:

A. Contractor Eligibility, see Section 1.1, **A** for definition.

B. Contractor Registration & Enrollment

The Program Administrator will provide online registration via Keenan Wrap, through its proprietary software referred to herein as “WrapPortal”; a User Name, Password, and URL for website enrollment will be provided to each Subcontractor upon entry of Subcontractor identifying information into WrapPortal by Entity or Parent Subcontractor regardless of enrollment eligibility.

Neither Entity nor any Eligible Subcontractor is enrolled until the Program Administrator and OCIP insurers receive and approve a completed OCIP Enrollment via WrapPortal for each awarded contract. Subcontractor shall also upload declarations pages, including proof of rates from Subcontractor’s current policies. Enrollment is required prior to each Subcontractor’s Start Date, but no Subcontractor shall be enrolled sooner than 30 days prior to their Start Date. Subcontractors must provide the Required Insurance Coverages (see Sections 1.7 and 1.8) via WrapPortal.

Any Subcontractor who enrolls in the OCIP after their Start Date must provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Late Enrollment is not guaranteed and must be approved and accepted by the insurance carrier. Upon approval, the Program Administrator will provide evidence of OCIP coverage to the Subcontractor, as noted in Section 1.4

Entity and all Subcontractors of all tiers shall cooperate with, and require their Subcontractors to cooperate with, the District and the Program Administrator, in regard to the administration and operation of the OCIP.

C. Entity/Subcontractor Compliance with Other Forms and Procedures

Entity and all Enrolled Subcontractors are required to complete and submit the following forms:

1. Project Site Monthly Payroll Report

Project Site Monthly Payroll must be submitted to the Program Administrator by the 10th of each month via WrapPortal until the completion of construction and in no event shall be later than the 15th of each month. This report must summarize the unburdened payroll by Workers’ Compensation Class Code. Certified payroll cannot be accepted in lieu of the required payroll report. **If the Project Site Monthly Payroll Report is not submitted for you and all Subcontractors to the Program Administrator, then the District may withhold some or all of the Lease Payment until the missing report is received.** Subcontractors must keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP insurer. Carrier audits may be performed annually using the reported payroll and other supporting documents, as required by the California Workers Compensation Insurance Rating Bureau (WCIRB).

Workers’ Compensation Insurance Rating Bureau Requirements

Once an Eligible Entity/Subcontractor is enrolled into the OCIP, a separate Workers’ Compensation Policy will be issued to them. Entity and all Enrolled Subcontractors shall comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

2. Contractor’s Completion Notice

Contractor’s Completion Notice must be submitted by Entity to the Program Administrator via WrapPortal upon completion of construction Work at the Project, which includes punch list items, but not warranty work. Subcontractors shall cooperate with Entity in completing the *Contractor’s Completion Notice*. This form evidences all enrolled Subcontractors’ actual start and completion dates, per each subcontract. This information is used to confirm that each Workers’ Compensation Policy was issued with correct policy term dates, covering the Subcontractors for

the duration of their work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

3. Project Insurance Manual

A Project Insurance Manual will be provided to Entity and all awarded Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator.

Entity/Subcontractor Compliance with all aspects of the OCIP

Entity and all Subcontractors must comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by District, the Program Administrator, and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Neither the Entity nor any Subcontractor of any tier shall impede or otherwise prevent District, its representatives, or the Program Administrator, or their respective consultants, from entering or otherwise accessing the Project in accordance with the Facilities and Site Lease or any Project-related off-site locations. Nothing in this document or any other contract document or in the Project Insurance Manual shall be deemed to render District or any of its affiliates of any tier an employer of Entity/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. **Failure to comply with all OCIP requirements will be considered a material breach of the Facilities and Site Lease.**

It is the obligation of Entity and each Eligible Subcontractor to enroll in the OCIP and to comply with all OCIP requirements set forth in this Exhibit, in the OCIP insurance policies, in the Project Insurance Manual, and elsewhere in the Facilities and Site Lease. Entity/Subcontractor shall provide each of its Subcontractors, among other things, with a copy of the Project Insurance Manual and shall flow down and bind all Subcontractors to the terms of this Exhibit. Entity/Subcontractor shall require in writing that each enrolling Subcontractor comply with, among other things, the provisions of the OCIP insurance policies, the Project Insurance Manual, and the Facilities and Site Lease. All such requirements shall be included in all subcontracts and sub-subcontracts with eligible parties. The failure of Entity/Subcontractor or any other party to provide eligible Subcontractors with a copy of this document, the Project Insurance Manual, and/or all other applicable requirements shall not relieve any such Subcontractor of any of the obligations contained therein.

Entity/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance Manual, and the Facilities and Site Lease, and shall provide such records and information to District, the Program Administrator, and/or the OCIP insurers upon request.

1.6 OCIP DISCLAIMER

The District does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Entity/Subcontractors. Prior to the commencement of work under the contract, it is the responsibility of all Entity/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Entity's/Subcontractor's option and sole expense.

1.7 REQUIRED ENTITY/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES

For any Work under the Facilities and Site Lease, and until expiration of the Facilities and Site Lease, the Entity/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the District, with a copy to the Program Administrator for the following coverages, before commencing work on the Project. Any deductibles or self-insured retentions must be declared to and approved by the District, which amounts shall be no greater

than \$50,000. Any and all deductibles or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of the Entity/Subcontractor. All policies and endorsements are subject to approval at the sole discretion of the District and Program Administrator. Endorsements with expiration dates will not be accepted.

- A. Automobile Liability Insurance Requirements and Limits Are as Follows:** See Section 1.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability Insurance must cover all vehicles owned by, hired by, or used on behalf of the Entity/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

Auto Liability Insurance Limits required:

Entity and All Subcontractors

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage

- B. Workers' Compensation and Employer's Liability Insurance Limits:**

Workers' Compensation – Statutory Benefits - All States

Employer's Liability:

\$1,000,000 Bodily Injury each Accident
\$1,000,000 Bodily Injury by Disease – Policy Limit
\$1,000,000 Bodily Injury by Disease – Each Employee

In accordance with the provisions of Section 3700 of the Labor Code, Entity and each Subcontractor shall secure the payment of compensation to its employees for all work not covered by the OCIP. Entity shall sign and file with the District the following certificate, and shall require each Subcontractor to file such statement with the District prior to commencing Work:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Entity shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California.

- C. General Liability Insurance, minimum limits of liability are as follows:**

Entity/Subcontractors

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage
\$2,000,000	\$1,000,000	Per Occurrence
\$2,000,000	\$1,000,000	General Aggregate
\$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
\$2,000,000	\$1,000,000	Personal/Advertising Injury Aggregate

- D. Professional Liability Insurance:** If Entity's/Subcontractor's work requires design and/or design-assist services, or Entity/Subcontractor performs professional services of any kind,

Entity/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance to protect, defend, and hold harmless the District and its officers, officials, directors, trustees, agents, employees and volunteers from all claims arising out of professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

Entity: not less than \$5,000,000 per Claim/Annual Aggregate

Subcontractor: not less than \$2,000,000 per Claim/Annual Aggregate

Deductible or self-insured retention amount must not be greater than \$50,000 per claim, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

E. Environmental and Asbestos Abatement Coverages: If the Entity's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Entity/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the District:

\$1,000,000 per Claim/Aggregate

F. Aircraft or Watercraft Liability Insurance: If any Entity/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, including without limitation aircraft insurance required in connection with use of drones, the Entity/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." **Use of drones or other aircraft or watercraft without the required insurance shall be a material breach of the Facilities Lease.** Entity/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the District:

\$5,000,000 per Claim/Aggregate

1.8 REQUIRED ENTITY/SUBCONTRACTOR CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENTS

Certificates of Insurance and Additional Insured Endorsements acceptable to the District and Program Administrator must be filed by the Entity with the District within five (5) days of execution of the Facilities Lease. Certificates of Insurance and Additional Insured Endorsements acceptable to the District and Program Administrator must be filed by Subcontractors with the District within ten (10) days after award of the subcontract and prior to commencement of Work.

All required insurance shall be maintained, without interruption, from the date of commencement of Work until the expiration of the periods set forth in this Exhibit. These certificates and additional insured endorsements required by Section 1.7 and 1.8 shall provide not less than thirty (30) days prior written notice to the District (ten [10] days for non-payment of premium), with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

Certificates of Insurance, the Project must be identified on the Certificate of Insurance in the “Description of Operations/Locations/Vehicles/Special Items” section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder:

San Juan Unified School District
 c/o Statewide Educational Wrap Up Program (SEWUP)
 2355 Crenshaw Blvd., Suite 200
 Torrance, CA 90501

Additional Insured Endorsements: The District must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, “Name of Person or Organization”, as specified below:

1. **The District, CM, Architect, Inspector, their officers, employees, agents, volunteers and independent contractors as additional insureds.**
2. Entity and all Subcontractors must provide an additional insured endorsement for automobile liability.

Ineligible Subcontractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

San Juan Unified School District
 c/o Statewide Educational Wrap Up Program (SEWUP)
 2355 Crenshaw Blvd., Suite 200
 Torrance, CA 90501

1.9 ENTITY/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT

Entity and all Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Entity/Subcontractor. Entity/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Entity's/Subcontractors' sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Entity/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

1.10 ASSIGNMENT OF RETURN PREMIUMS

The District will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

1.11 WAIVER OF SUBROGATION AND DISTRICT INDEMNIFICATION

With respect to their work on the Project:

1. District waives all rights of subrogation and recovery against the Entity/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
2. Entity/Subcontractors waive all rights of subrogation and recovery against the District and other contractors/subcontractors to the extent of any loss or damage, which is insured under the OCIP.

3. The Entity/Subcontractors are obligated to obtain insurance required herein to insure against risks not covered by the OCIP. It is Entity's responsibility to ensure that it and its Subcontractors have obtained required insurance. Failure of Entity or any Subcontractor to obtain required insurance shall not invalidate or negate any obligation to indemnify the District for damages or claims not covered by the OCIP.

1.12 NO RELEASE

The provision of the OCIP, by the District, will in no way be interpreted as relieving the Entity/Subcontractors of any other responsibility or liability under the Facilities and Site Lease or any applicable law, statute, regulation, or order.

1.13 DISTRICT'S RIGHT TO AUDIT

The Entity/Subcontractor will permit the District and/or its representative to examine and/or audit its books, records, and insurance policy information. Entity/Subcontractor will also provide any additional information to the District, or its appointed representatives, as may be required.

1.14 DUTIES IN THE EVENT OF A LOSS

Entity/Subcontractors are required to report all losses, which include potential losses, promptly to OCIP insurers and/or Program Administrator. A full description and details of the incurred loss are also required.

The Entity/Subcontractor shall assist the District, its agents, and the Program Administrator by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the District's insurers in claims and demands that arise out of the Work and that the insurers are called upon to adjust.

In the event of an accident, it shall be the responsibility of the employing and/or responsible Entity/Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Program Administrator. This includes notification to the appropriate state authorities, if necessary.

1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

Entity and all Subcontractors must comply with all applicable local, state, and federal occupational safety and health requirements as well as any additional safety and health requirements set forth in the Facilities and Site Lease.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Entity's/Subcontractors' efforts to minimize loss, assisting in identifying loss exposures, and recommending appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Entity/Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Entity/Subcontractors of their responsibilities for Project safety.

1.16 PROJECT SAFETY PROGRAM

In addition to local, state, and federal occupational safety and health laws, the following standards apply to Entity and all Enrolled and Non-Enrolled Subcontractors.

A. Safety Orientation

1. Entity/Subcontractor employees shall be provided with a project specific safety orientation prior to the start of the project. At a minimum, the orientation will address the following items:
 - a. The District's site safety requirements.
 - b. Site specific safety hazards and protective measures for these hazards.
 - c. Emergency telephone numbers and procedures.

- d. Local medical clinic/hospital information within the Medical Provider Network (MPN).

B. Program Management

1. Entity and each Subcontractor shall have the following safety programs:
 - a. Injury and Illness Prevention Plans
 - b. Hazard Communication Programs
 - c. Heat Illness Prevention Plans
2. Entity and each Subcontractor shall have an onsite competent person responsible for occupational safety and health.

C. Mandatory 6' Fall Protection

1. Entity/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:

a. Steel erection	d. Decking
b. Roofing	e. Scaffold work
c. Framing	f. Work performed from ladders
2. The following exceptions apply only to framers and wood frame activities:
 - a. When installing or “rolling” the joists, Cal/OSHA fall protection requirements shall govern.
 - b. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6' from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses.
3. A safety monitor as means of fall protection is prohibited.
4. Ladder jacks and lean-to scaffolds are prohibited.
5. Entity/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
6. Methods of fall protection include but are not limited to the following:
 - a. Railings
 - b. Covers for Floor, Roof, and Wall Openings
 - c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - d. Controlled Access Zones
7. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
8. The use of wire ropes as top rails and intermediate rails of guardrail systems used for perimeter protection, or at interior openings such as stairways and elevator shafts, shall be installed in accordance with Cal/OSHA requirements. Additionally, wire ropes shall be secured to each support and taut at all times. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point of the top rail shall not exceed 3 inches in one direction which includes the free hanging sag in the wire rope.
9. The minimum parapet height allowed for fall protection is 42 inches or greater.
10. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance in accordance with Cal/OSHA Construction Safety Orders.

11. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
12. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
13. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.
14. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.

D. Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Entity/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

1. All Subcontractors shall identify their contact person(s) to the Entity.
2. Entity and all Subcontractors shall follow District procedures for dealing with the media.
3. At all times, hard hats shall be worn in the construction environment. Hard hats shall meet the requirements of ANSI Z89.1. No modification to the shell or suspension is allowed except when such changes are approved by the manufacturer.
4. 100% protective eyewear with side shield protection is required while in the construction environment, shop, or anytime eye hazards exist. Protective eyewear shall bear a legible and permanent “Z87” logo to indicate compliance with applicable ANSI/ASSE Standard.
5. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
6. Alcohol, illegal drugs, marijuana (in any form), and tobacco are prohibited on District property always.
7. Entity/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
8. When the Project site is occupied by the District, Entity’s and its Subcontractors’ personnel cannot enter District grounds other than the construction site unless accompanied by District personnel and are allowed only “incidental” contact with students. Violations of these requirements by any such personnel will result in a mandatory background check of that individual— including fingerprinting – as required by state law. This provision shall not limit the District’s available remedies in the event of such an incident.
9. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
10. As required by the Facilities Lease, Entity and Subcontractors at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by Work. No glass containers are permitted on the site.

11. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
12. Entity and all Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

E. Crane Safety

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.
3. The Entity shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

F. Fire Prevention During Welding, Cutting, and Other Hot Work

1. Contractors engaged in welding and allied processes, heat treating, grinding, cutting, thawing pipe, powder-driven fasteners, hot riveting, torch-applied roofing in conjunction with the requirements of NFPA 241, and similar applications producing or using a spark, flame, or heat shall adhere to National Fire Protection Association Standard 51B entitled "Standard for Fire Prevention During Welding, Cutting, and Other Hot Work."

G. Incident Investigation Requirements

1. The Entity shall perform thorough, in-depth investigations and evaluations of all incidents. A formal incident investigation shall be conducted whenever any incident occurs, including, without limitation, both non-injury incidents and incidents involving first aid. Additionally, near miss accidents and/or incidents must be reported and undergo the same in-depth investigation, root cause analysis and lessons learned process. The incident investigation report shall be emailed to Keenan and Associates within 5 working days.
2. Recommendations and lessons learned to prevent recurrence of incidents shall be documented and communicated to all employees of Entity and Subcontractors through safety meetings and on-the-job training.

H. Return to Work

1. The District and OCIP Carrier are committed to working with Entity and all Enrolled Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Entity/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.
 - a. An employee who has experienced a job-related injury requiring medical treatment must provide a proper medical release prior to returning to work.
 - b. An employee who has been removed from the jobsite ambulatory must provide a proper medical release prior to returning to work.
 - c. Entity and each Enrolled Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.
 - d. When the employee is released to transitional duties, it is the Enrolled Entity's/Subcontractor's responsibility to facilitate the injured employee's return to work.

- e. The Enrolled Entity/Subcontractor is expected to accommodate the injured employee and facilitate the return to work.
- f. It will be the responsibility of the Insurance Carrier's Adjuster to maintain communication with the treating physician and the Enrolled Entity/Subcontractor to facilitate the prompt return of an employee to full work status.

I. Conflicting Safety Requirements

The District and SEWUP OCIP program place a very high value on project safety. Each may have their own safety requirements that are very similar in nature. However, in the event the requirements are in conflict or one is silent on a particular matter, then the requirement affording the greatest of amount protection will control. For example, if the District's Safety Program Requirements do not mandate 6' Fall Protection, then Section "6.5 Mandatory 6' Fall Protection" contained in the SEWUP Project Insurance Manual will control.

J. Noncompliance and Unsafe Practices

District or their representative shall have the authority to immediately cease any and all operation (s) on the jobsite that is deemed by District or their representative to be unsafe to property or has the potential to cause Bodily Injury, pursuant to Title VIII California Code of Regulation, Section 1511. Any such cession of work shall not constitute recoverable delay or other contractual remedies for liquidated damages and may expose the offending contractor to any such losses to the District or other trades.

K. Professional Conduct Clause

Entity and subcontractors shall at all times adhere to safety requirements (contractual and regulatory) and shall encourage safe and professional behavior among their employees. Entity and subcontractors shall not allow on the job site any unfit person, unsafe person, anyone unskilled and unqualified to perform the work assigned to them, or anyone exhibiting such qualities. Any person in the employ of the contractor or subcontractor whom the District or the District's agent/representative may deem incompetent, unsafe, or unfit shall be immediately dismissed from the OCIP job site and shall not again be allowed on the OCIP the job site except with the written consent of District or the District's agent/representative. The District reserves the right to request that the contractor or subcontractor's assigned Project Supervisor/Manager be replaced immediately

1.17 DISTRICT'S INSURANCE OBLIGATIONS; ENTITY'S/SUBCONTRACTORS' OBLIGATIONS; REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

(a) District assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies. Entity/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on District, and District disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Entity's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions and exclusions of, the OCIP insurance policies. The furnishing of insurance by District through the OCIP shall in no way relieve or limit or be construed to relieve or limit Entity/Subcontractor of any responsibility, liability or obligation imposed by the Facilities and Site Lease, the Contract Documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, all indemnification obligations on the part of Entity/Subcontractor.

- (b) By enrolling in the OCIP, Entity/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP; (ii) District is not an insurer or in the business of insurance and is not an agent, broker, partner, or guarantor of Entity/Subcontractor or any of the insurance companies providing coverage under the OCIP (the “OCIP insurers”); and (iii) District is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between, or among District, Entity, Subcontractor(s), and/or any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers’ payment or nonpayment of claims or losses, or such insurers’ contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Entity/Subcontractor believes is prudent and desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in the Total Base Rent. If Contractor/Subcontractor believes that additional limits of liability beyond those provided by the OCIP would be prudent for its protection, the OCIP does not in any way prevent Contractor/Subcontractor from procuring such additional limits of liability for itself at its sole cost.
- (c) Submitting documentation to enroll in the OCIP indicates the representation and agreement that Entity/Subcontractor has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in the Facilities Lease, the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type, or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only and Entity/Subcontractor shall not rely upon any such reference or any other oral or written statement by or on behalf of District, the Project Administrator, or any of its or their agents, employees, or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Entity’s/Subcontractor’s business or performance under the Facility Lease. To the extent that Entity/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance associated with its Work on the Project or otherwise, such insurance shall be at its sole expense.
- (d) Entity/Subcontractor hereby releases District, the Program Administrator, and their respective representatives, agents, directors, officers, employees, partners, shareholders, members, affiliates of every tier, successors, and assigns from any and all claims and liabilities arising out of or relating to acts, errors, omissions or negligence (i) in the design, selection, placement, adequacy, amount, limits, scope and nature of insurance coverage afforded by the OCIP, (ii) in the selection, performance and present and future solvency of the OCIP insurers, and (iii) in the implementation and administration of the OCIP. Entity/Subcontractor shall make its own determinations regarding such matters and expressly waives all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

By executing the Facilities and Site Lease or Subcontract, as applicable, to which this Exhibit is appended and by submitting documentation to enroll in the OCIP, Entity/Subcontractor expressly acknowledges that the foregoing waiver of the provisions of Section 1542 was separately bargained for, and expressly agrees that the release provision shall be given full force and effect, including, without limitation, as to unknown or

unsuspected claims, demands, liabilities and causes of action, if any may exist or arise. This release provision shall survive the completion of the Work and the expiration or other termination of the Facilities and Site Lease.

1.18 JOINT DEFENSE OF CLAIMS AND SUITS AGAINST MORE THAN ONE INSURED

- (a) If a claim, demand, suit, or other proceeding (“Claim”) is brought against more than one insured under the OCIP, District and Entity/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, and unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, District and Entity/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by District and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Entity/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.
- (b) In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds (“Defense Counsel”) will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project and/or the termination of the Facilities and Site Lease. Entity/Subcontractor agrees not to disclose to any person or entity, other than to District and to Defense Counsel, any confidential information obtained in the defense or pursuit of Claims covered, or potentially covered, under the OCIP. Any such confidential information shall only be used in matters that arise directly pursuant to such OCIP Claims. However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or permitted by applicable law.
- (c) Nothing in this Section 1.18 shall preclude Entity/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

1.19 Duty of Care

Nothing contained in the OCIP insurance policies, the Facilities and Site Lease (including this Exhibit), any other Contract Document, or the Project Insurance Manual shall relieve Entity/Subcontractor of its obligations to exercise due care in the performance of its duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.

NOTE: THE DISTRICT AND PROGRAM ADMINISTRATOR MUST APPROVE CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE. NEITHER ENTITY NOR ANY SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

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

SUBJECT: Katherine Johnson Middle School
Lease Amendment No. 1

DEPARTMENT: Facilities

AGENDA ITEM: G-9

MEETING DATE: 08/23/2022

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 4034, approving the first amendment to the lease agreement for the Katherine Johnson Middle School Project No. 055-9512-P1 between San Juan Unified School District and Flint Builders, Inc.

RATIONALE/BACKGROUND:

The Board of Education previously approved the district to enroll into the Statewide Educational Wrap Up Program (SEWUP) for an Owner Controlled Insurance Policy (OCIP), per resolution 4007; and the insurance requirements under Exhibit E of the Facilities Lease shall be amended to incorporate the OCIP into the project. Attachment B in its entirety is available for reference at the Facilities Construction Office.

ATTACHMENT(S):

A: Resolution No. 4034

B: Exhibit E

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

Board of Education: 02/15/2022

FISCAL IMPACT:

Current Budget: N/A

Additional Budget: N/A

Funding Source: Measure P

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

Current Year Only

Ongoing:

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

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

RESOLUTION NO. 4034

**RESOLUTION BEFORE THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION APPROVING LEASE AMENDMENT NO. 1 FOR THE
KATHERINE JOHNSON MIDDLE SCHOOL PROJECT
SJUSD PROJECT #055-9512-P1**

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

WHEREAS, the District Board of Education (“Board”) previously approved the award of the Site Lease and Facilities Lease to Flint Builders Inc. for this project, per resolution 4016; and

WHEREAS, the approval of the Facilities Lease authorized only preconstruction services to be performed; the price for the preconstruction services was \$70,000.00; no construction services were approved to commence; and no construction services have commenced; and

WHEREAS, the District Board of Education (“Board”) previously approved the district to enroll into the Statewide Educational Wrap Up Program (SEWUP) for an Owner Controlled Insurance Policy (OCIP), per resolution 4007; and

WHEREAS, the insurance requirements under Exhibit E of the Facilities Lease shall be amended to incorporate the OCIP into the project;

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

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

Section 2. The board approves the amended insurance requirements as stated in the revised Exhibit E section of the Facilities Lease.

The foregoing findings and decision to award were made by the San Juan Unified School District Board of Education at a meeting of the Board on August 23, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attest:

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

Exhibit E
INSURANCE REQUIREMENTS

1.1 INTRODUCTION

The San Juan Unified School District, hereinafter called the “District” has elected, at its sole discretion, to implement an Owner Controlled Insurance Program (“OCIP”) under the Statewide Educational Wrap Up Program (“SEWUP”). The SEWUP Joint Powers Authority (“JPA”) will be providing the OCIP on behalf of the District. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

The OCIP will be primary to other valid and collectable insurance for the District and enrolled parties in the program. The SEWUP JPA will provide Workers’ Compensation, Employer’s Liability, General & Excess Liability, and Contractor’s Pollution Liability for Entity (and its Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called “Project”) as well as builder’s risk insurance. The District agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents.

Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Labor and ongoing operations related to offsite locations **are not covered by the OCIP**. In addition to any insurance provided by the District, the Entity (as defined below) and all Subcontractors will be responsible for providing certain insurance as specified in section 1.7. The District recommends that the Entity and all Subcontractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained.

Keenan & Associates, hereinafter called “Program Administrator”, shall administer the OCIP on behalf of the SEWUP JPA. At all times, Entity and all Subcontractors, shall (a) cooperate with District, Program Administrator, and all OCIP insurers, as applicable, and their respective consultants, agents and representatives, in its or their administration of the OCIP and all other terms and conditions described herein and (b) comply with the terms, conditions, warranties, and subjectivities of the insurance policies provided pursuant to the OCIP, including, without limitation, any and all directives and requirements of District’s and the OCIP insurers’ respective consultants, agents and representatives, including, without limitation, any directive or requirement relating to loss control, and quality control, and the closure to District’s satisfaction of open items on any and all quality control checklists and inventories.

A. Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Entity and each Eligible Subcontractor must follow the guidelines, as specified in section 1.5.

Definitions:

Enrollment: Entity and each Eligible Subcontractor is considered Enrolled once required documents are received, reviewed and processed by the OCIP Program Administrator to the insurer. (See Sections 1.7 and 1.8)

Entity: The Lease-Leaseback Entity that the District engaged pursuant to the Site Lease and the Facilities Lease to perform services relating to the Project.

Subcontractor: Includes all vendors, suppliers, contractors, businesses, and other persons or entities that have been engaged by Entity to perform, or assist with the performance of, services relating to the Project.

Start Date: The date that a Subcontractor begins on-site Project-related activities, which may include Project meetings required to be held on the Project site.

Eligible: Includes Entity and all Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible: It is not the intent to insure or enroll every entity on the Project. “Ineligible” entities include, but are not limited to:

- consultants and other professionals, such as surveyors, design professionals, inspectors, testing professionals, and others;
- material suppliers and/or vendors that do not install materials or otherwise provide labor on the project site;
- contractors not performing work on the Project Site;
- contractors for abatement and/or removal of hazardous materials;
- service providers, such as security guards and non-construction janitorial service providers, and contractors performing landscape maintenance (although landscape work itself is covered);
- truckers, including trucking to the Project where delivery is the only scope of work performed; and
- other entities that do not install materials or perform work constructing the Project.

Ineligible entities are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment. **Any questions regarding an entity’s status as “Eligible” or “Ineligible” should be referred by written request to District and approved by the Program Administrator.**

ENTITY AND EACH SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL SUBCONTRACTORS. Any contractor/subcontractor’s failure to comply with the OCIP Administrator and all OCIP requirements shall be considered non-compliant under the contract.

Enrollment of Entity’s eligible Subcontractors, at every level, is mandatory. Entity shall notify District and the Program Administrator in writing of the identity of each Subcontractor regardless of enrollment eligibility and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such parties’ commencement of their portion of the Work and prior to their entry onto the Project site. Entity and Subcontractors of all tiers shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment, for each entity. Enrollment is required prior to commencement of on-site activities, including without limitation attending Project-related meetings, but no Subcontractor shall be enrolled sooner than 30 days prior to the date they begin on-site Project activities (Start Date). Entity and each Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such entity’s failure to enroll, or delay in enrolling, any of its Subcontractors.

As discussed further below, the District will require copies of insurance policies for Entity and any Subcontractors to the extent that the operations are not covered by the OCIP. If at any time the District requests copies of an insurance policy or policies, Entity agrees to provide certified copies within 30 days of the District’s request. The failure of the District to request Subcontractor policies shall not relieve Entity of the obligation to verify that its Subcontractors have all required insurance.

Unless otherwise directed by the District, Entity and Subcontractors will be required to maintain their own insurance for both on-site activities not covered by the OCIP and off-site activities and will be required to participate in the Project Safety Program (See Section 1.16). Minimum Insurance and endorsement requirements are located in Section 1.7 & 1.8 below.

Each ineligible contractor must register with the OCIP online portal called Keenan Wrap. All required certificates and endorsements must be supplied via Keenan Wrap.

B. Project Site and Offsite Premises

Coverages provided by the OCIP are **Project Site** specific. The Project Site shall be designated by the District. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site (a) locations, (b) labor, and (c) ongoing operations are not covered by the OCIP. It will be the responsibility of Entity and each Subcontractor to maintain off-site insurance, as identified in Section 1.7, which specifies coverage types and minimum limits. Entity/Subcontractor will promptly furnish to the District, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

1.2 QUALIFICATION & COST IDENTIFICATION

A. Contractor Qualification

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards to bid on the Districts' Project. The following qualification standards apply at the time of bid opening:

1. Entity shall have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years OR the current published year.
 - a. *The District strongly encourages Entity to require subcontractors to also meet this requirement, but eligible subcontractors that do not meet this standard will not be prevented from enrolling in the OCIP.*
2. Entity shall have Zero (0) Serious and Willful violations (Labor Code Sections 6300 *et seq.*) against it in the past five (5) years
3. Entity shall have provided evidence of its Injury and Illness Prevention Program (IIPP) prior to award of the Facilities Lease.

B. Insurance Cost Exclusion

Contractor shall exclude all costs for insurance coverages provided under the OCIP. Subcontractors must certify that their bids exclude any costs relating to any insurance coverages afforded under the OCIP. The District will reject any proposed Subcontractor who has not so certified in its bid.

C. Change Order Pricing

No change order will include any costs or markup relating to any insurance coverage afforded under the OCIP.

1.3 DISTRICT-PROVIDED INSURANCE COVERAGES

ENTITY/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. IN THE EVENT OF ANY CLAIM OR QUESTION REGARDING COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL. OCIP POLICIES AND PROJECT INSURANCE MANUAL ARE AVAILABLE UPON WRITTEN REQUEST TO THE PROGRAM ADMINISTRATOR.

THE OCIP IS INTENDED TO PROVIDE BROAD COVERAGES AND HIGH LIMITS TO ENROLLED ENTITY/SUBCONTRACTORS. THE DISTRICT DOES NOT WARRANT OR REPRESENT THAT THE OCIP COVERAGES CONSTITUTE AN INSURANCE PROGRAM THAT COMPLETELY ADDRESSES THE RISKS OF THE

ENTITY/SUBCONTRACTORS. IT IS THE RESPONSIBILITY OF ENTITY AND ALL SUBCONTRACTORS TO ENSURE THAT THE OCIP COVERAGES PROVIDED SUFFICIENTLY ADDRESS THEIR INSURANCE NEEDS.

OCIP coverage applies only to Work performed under the Facilities and Site Lease at the Project (see Section 1.1B). **Entity and all Subcontractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.**

Such policies or programs may be amended from time to time, and the terms of such policies or programs, as amended, are incorporated herein by reference.

Entity/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms, and conditions shall determine the scope of coverage provided by the OCIP. As of October 1, 2019, 100% of the limits are available with a minimum of \$640 Million in construction values to be insured.

A. Workers' Compensation and Employer's Liability Insurance will be provided, in accordance with applicable state laws, to Entity and all Enrolled Subcontractors, each as named insured, and issued an individual policy reflecting the following Limits of Liability:

Workers' Compensation:

- California Statutory Benefits

Employer's Liability:

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth below:

Bodily Injury Outside US or Canada	Intentional or Aggravated Bodily Injury
Bodily Injury To Any Member of Flying Crew	Obligations Imposed By Disability Benefits or Any Similar Law
Bodily Injury To Person Subject To Federal Workers' Compensation	Obligations Imposed By Unemployment Compensation Laws
Contractual Liability	
Employees Knowingly Employed Illegally	State or Federal Law Violation Fines, Penalties
Employment Related Practices	

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions.

3. **Policy Term:** The master policy effective date is October 1, 2021. The policy term is three years, with one automatic two-year renewal. The policy is intended to remain in effect for duration of the contractor's construction Work. Warranty work and post-acceptance repair work is excluded; Entity and any Subcontractor providing such warranty or post-acceptance repair work must have their own insurance comparable to that required for ineligible entities. Entity and each Subcontractor is insured under the policy for the length of its work at the Project.

B. General and Excess Liability Insurance is written on an "Occurrence" form under master liability policies. Certificates of Insurance will be provided to Entity and all enrolled Subcontractors as named insured, with the total limits of liability reflecting the following:

- \$125,000,000 Bodily Injury and Property Damage Liability
- \$195,000,000 General Aggregate
- \$125,000,000 Products and Completed Operations

- 10 Years Completed Operations
1. Deductible: None
 2. Conditional Warranties*:
 - a. **Subsidence:** It is expressly warranted that the Named Insured, Entity, and all Sub-Contractors comply with all recommendations contained in the geotechnical/environmental reports. Failure to comply will result in subsidence coverage being null and void and a full subsidence exclusion would be re-instated.
 - b. **EIFS Installation Agreement:** The following terms and conditions shall be satisfied:
 - ii. All EIFS type of work will be monitored and video recorded to ensure product warranty remains intact and not invalidated through erroneous installation.
 - iii. Details of who is providing the EIFS warranty will be provided on a per project basis
 - iv. EIFS value is to be declared per project
 - v. EIFS purpose and use is to be declared per project

3. Exclusions: The known exclusions for this coverage are set forth below:

Aircraft, Auto or Watercraft	Nuclear
Asbestos	Personal and Advertising Bodily Injury
Certain Exclusions to Medical Payments Coverage	Pollution
Certain Exclusions to Personal and Advertising Injury Liability	Prior Continuous, or Progressively Deteriorating Injury or Damage
Certified Acts of Terrorism	Professional Liability
Contractual Liability (Limited Coverage Provided)	Recall of Products, Work Or Impaired Property
Employers Liability	Silica or Silica Mixed Dust
Employment Related Practices	Subsidence*
Expected or Intended Injury	Violation of Statutes Governing Collecting, Transmitting Information
Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"	Violation of Statutes Governing Email, Fax, Phone Calls
Fungi Or Bacteria	War
Lead	Workers Compensation and Similar Laws
Mobile Equipment	

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions.

4. **Policy Term:**

- a. The master policy effective date is October 1, 2021. The policy is intended to remain in effect for the duration of Project construction or through October 1, 2026 at 12:01am, whichever comes first.
- b. Ten years Products and Completed Operations coverage.

C. Entity's Pollution Liability is written on an “Occurrence” form under a master liability policy. Certificates of Insurance will be provided to Entity and all enrolled Subcontractors, as named insured, reflecting the following Limits of Liability:

- \$15,000,000 Per Occurrence / \$25,000,000 Policy Aggregate
 - Defense costs are outside of limits up to \$1M.
1. \$10,000 Deductible per Occurrence

2. Entity/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible will apply to each occurrence and must be satisfied prior to payment of the loss. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.
3. Exclusions: The known exclusions for this coverage are set forth below:

Auto, Aircraft, Vessel Or Rolling Stock	Nuclear
Claims Between Certain Insureds	Other Entities
Contractual Liability	Pre-Existing Conditions
Damage To Property	Products
Fines, Penalties, and Treble Damages	War
Employment Related Practices	Workers Compensation and Similar Laws
Owned Hazardous Materials Facility	

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions.

4. Policy Term: The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the duration of Project construction or through October 1, 2026 at 12:01am, whichever comes first.

D. Builder's Risk coverage will be in place during the Course of Construction at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sub limits, property limitations and conditions. Such insurance shall include the interests of the District as named insured and enrolled Entity/Subcontractors as additional insureds. The deductible schedule is as follows:

Deductibles

- \$10,000 - \$50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
- Up to \$100,000 deductible for Water Damage to All Construction Types

1. Entity/Subcontractors shall be responsible for the applicable deductible. The deductible shall apply to each occurrence and must be satisfied prior to payment of the loss. The deductible shall not be reimbursed by the OCIP Insurance Program or the District.

2. Exclusions: The known exclusions for this coverage are set forth below:

Asbestos	Foreign Terrorism
Certain Offsite Property	Infidelity, Dishonesty, Fraudulent Activity of Insured
Certain Release, Discharge, Escape, or Dispersal of Contaminants	Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
Certified Acts of Terrorism (Optional Coverage)	Loss Under Any Manufacturer or Supplier Guarantee/Warranty
Cessation of Work	Normal Subsidence
Communicable Disease	Nuclear
Contractor's Tools, Machinery, Plans, Equipment	Offshore or Barrier Island Property
Cost of Making Good (Optional Coverage)	Property That Stores, Processes, or Handles Radioactive Materials
Damage to Existing Property (Optional Coverage)	Rolling Stock, Aircraft, Watercraft
Damage While Testing Prototype or Used Machinery/Equipment	
Damages, Fines, Penalties at Government Agency or Court Order	Software Loss, unless results from an Open Peril

Disappearance or When Revealed by Inventory Shortage Alone	Vehicles or Equipment Licensed For Highway Use
Earth Movement (Optional Coverage)	War and Military Action
Electrical, Magnetic, or Errors Related to Electronic Records	Standing Timber, Growing Crops, Animals
Financial Accounts, Instruments, Stamps, Deeds, Precious Material	
Flood (Optional Coverage) (rain and the accumulation of rain water added to Flood definition)	

This builder's risk coverage and exclusion summary may not be all inclusive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions, sublimit and deductibles.

3. Special Conditions: All wood frame only projects are subject to Protective Safeguards as shown in EXHIBIT A.
4. **Policy Term:** The policy term is as stated on the Builder's Risk project endorsement or any extension endorsements issued by the carrier.
5. *Entity and all Subcontractors shall be responsible for any loss or damage to their personal property. This includes, but is not limited to, tools, equipment, mobile construction equipment, or materials NOT intended to be a permanent part of the building, whether owned, borrowed, used, leased, or rented by any Entity/Subcontractor. Any insurance purchased by the Entity/Subcontractors, or self-insurance, shall be the Entity's/Subcontractors' sole source of recovery in the event of a loss.*

- E. OCIP Policies Establish OCIP Coverage.** The insurance coverages, limits of liability, definitions, terms, conditions, exclusions and limitations contemplated in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provisions of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual provisions, the Facilities and Site Lease, the other contract documents, then the Project Insurance Manual. Entity/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in Section 1.3, and that it is relying solely on the provisions set forth in the insurance policies, and not upon any oral or written statement or reference in these contractual provisions, any other contract document, the Project Insurance Manual, or otherwise.

1.4 OCIP CERTIFICATES AND POLICIES

Entity and all Enrolled Subcontractors will receive Certificates of Insurance for Workers' Compensation, General Liability, Excess Liability and Contractor's Pollution Liability coverages. Each enrolled Entity/Subcontractor will receive their own Workers' Compensation policy. Program Administrator will provide a copy of the OCIP policies upon written request. Such policies or programs may be amended from time to time and the terms of such policies or programs, as they may be amended, are incorporated herein by reference. Entity/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

1.5 ENTITY/SUBCONTRACTOR RESPONSIBILITIES

Participation in the OCIP is mandatory but not automatic. Entity /Subcontractor must comply with the following:

A. Contractor Eligibility, see Section 1.1, **A** for definition.

B. Contractor Registration & Enrollment

The Program Administrator will provide online registration via Keenan Wrap, through its proprietary software referred to herein as “WrapPortal”; a User Name, Password, and URL for website enrollment will be provided to each Subcontractor upon entry of Subcontractor identifying information into WrapPortal by Entity or Parent Subcontractor regardless of enrollment eligibility.

Neither Entity nor any Eligible Subcontractor is enrolled until the Program Administrator and OCIP insurers receive and approve a completed OCIP Enrollment via WrapPortal for each awarded contract. Subcontractor shall also upload declarations pages, including proof of rates from Subcontractor’s current policies. Enrollment is required prior to each Subcontractor’s Start Date, but no Subcontractor shall be enrolled sooner than 30 days prior to their Start Date. Subcontractors must provide the Required Insurance Coverages (see Sections 1.7 and 1.8) via WrapPortal.

Any Subcontractor who enrolls in the OCIP after their Start Date must provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Late Enrollment is not guaranteed and must be approved and accepted by the insurance carrier. Upon approval, the Program Administrator will provide evidence of OCIP coverage to the Subcontractor, as noted in Section 1.4

Entity and all Subcontractors of all tiers shall cooperate with, and require their Subcontractors to cooperate with, the District and the Program Administrator, in regard to the administration and operation of the OCIP.

C. Entity/Subcontractor Compliance with Other Forms and Procedures

Entity and all Enrolled Subcontractors are required to complete and submit the following forms:

1. Project Site Monthly Payroll Report

Project Site Monthly Payroll must be submitted to the Program Administrator by the 10th of each month via WrapPortal until the completion of construction and in no event shall be later than the 15th of each month. This report must summarize the unburdened payroll by Workers’ Compensation Class Code. Certified payroll cannot be accepted in lieu of the required payroll report. **If the Project Site Monthly Payroll Report is not submitted for you and all Subcontractors to the Program Administrator, then the District may withhold some or all of the Lease Payment until the missing report is received.** Subcontractors must keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP insurer. Carrier audits may be performed annually using the reported payroll and other supporting documents, as required by the California Workers Compensation Insurance Rating Bureau (WCIRB).

Workers’ Compensation Insurance Rating Bureau Requirements

Once an Eligible Entity/Subcontractor is enrolled into the OCIP, a separate Workers’ Compensation Policy will be issued to them. Entity and all Enrolled Subcontractors shall comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

2. Contractor’s Completion Notice

Contractor’s Completion Notice must be submitted by Entity to the Program Administrator via WrapPortal upon completion of construction Work at the Project, which includes punch list items, but not warranty work. Subcontractors shall cooperate with Entity in completing the *Contractor’s Completion Notice*. This form evidences all enrolled Subcontractors’ actual start and completion dates, per each subcontract. This information is used to confirm that each Workers’ Compensation Policy was issued with correct policy term dates, covering the Subcontractors for

the duration of their work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

3. Project Insurance Manual

A Project Insurance Manual will be provided to Entity and all awarded Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator.

Entity/Subcontractor Compliance with all aspects of the OCIP

Entity and all Subcontractors must comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by District, the Program Administrator, and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Neither the Entity nor any Subcontractor of any tier shall impede or otherwise prevent District, its representatives, or the Program Administrator, or their respective consultants, from entering or otherwise accessing the Project in accordance with the Facilities and Site Lease or any Project-related off-site locations. Nothing in this document or any other contract document or in the Project Insurance Manual shall be deemed to render District or any of its affiliates of any tier an employer of Entity/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. **Failure to comply with all OCIP requirements will be considered a material breach of the Facilities and Site Lease.**

It is the obligation of Entity and each Eligible Subcontractor to enroll in the OCIP and to comply with all OCIP requirements set forth in this Exhibit, in the OCIP insurance policies, in the Project Insurance Manual, and elsewhere in the Facilities and Site Lease. Entity/Subcontractor shall provide each of its Subcontractors, among other things, with a copy of the Project Insurance Manual and shall flow down and bind all Subcontractors to the terms of this Exhibit. Entity/Subcontractor shall require in writing that each enrolling Subcontractor comply with, among other things, the provisions of the OCIP insurance policies, the Project Insurance Manual, and the Facilities and Site Lease. All such requirements shall be included in all subcontracts and sub-subcontracts with eligible parties. The failure of Entity/Subcontractor or any other party to provide eligible Subcontractors with a copy of this document, the Project Insurance Manual, and/or all other applicable requirements shall not relieve any such Subcontractor of any of the obligations contained therein.

Entity/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance Manual, and the Facilities and Site Lease, and shall provide such records and information to District, the Program Administrator, and/or the OCIP insurers upon request.

1.6 OCIP DISCLAIMER

The District does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Entity/Subcontractors. Prior to the commencement of work under the contract, it is the responsibility of all Entity/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Entity's/Subcontractor's option and sole expense.

1.7 REQUIRED ENTITY/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES

For any Work under the Facilities and Site Lease, and until expiration of the Facilities and Site Lease, the Entity/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the District, with a copy to the Program Administrator for the following coverages, before commencing work on the Project. Any deductibles or self-insured retentions must be declared to and approved by the District, which amounts shall be no greater

than \$50,000. Any and all deductibles or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of the Entity/Subcontractor. All policies and endorsements are subject to approval at the sole discretion of the District and Program Administrator. Endorsements with expiration dates will not be accepted.

- A. Automobile Liability Insurance Requirements and Limits Are as Follows:** See Section 1.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability Insurance must cover all vehicles owned by, hired by, or used on behalf of the Entity/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

Auto Liability Insurance Limits required:

Entity and All Subcontractors

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage

- B. Workers' Compensation and Employer's Liability Insurance Limits:**

Workers' Compensation – Statutory Benefits - All States

Employer's Liability:

\$1,000,000 Bodily Injury each Accident
\$1,000,000 Bodily Injury by Disease – Policy Limit
\$1,000,000 Bodily Injury by Disease – Each Employee

In accordance with the provisions of Section 3700 of the Labor Code, Entity and each Subcontractor shall secure the payment of compensation to its employees for all work not covered by the OCIP. Entity shall sign and file with the District the following certificate, and shall require each Subcontractor to file such statement with the District prior to commencing Work:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Entity shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California.

- C. General Liability Insurance, minimum limits of liability are as follows:**

Entity/Subcontractors

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage
\$2,000,000	\$1,000,000	Per Occurrence
\$2,000,000	\$1,000,000	General Aggregate
\$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
\$2,000,000	\$1,000,000	Personal/Advertising Injury Aggregate

- D. Professional Liability Insurance:** If Entity's/Subcontractor's work requires design and/or design-assist services, or Entity/Subcontractor performs professional services of any kind,

Entity/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance to protect, defend, and hold harmless the District and its officers, officials, directors, trustees, agents, employees and volunteers from all claims arising out of professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

Entity: not less than \$5,000,000 per Claim/Annual Aggregate

Subcontractor: not less than \$2,000,000 per Claim/Annual Aggregate

Deductible or self-insured retention amount must not be greater than \$50,000 per claim, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

E. Environmental and Asbestos Abatement Coverages: If the Entity's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Entity/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the District:

\$1,000,000 per Claim/Aggregate

F. Aircraft or Watercraft Liability Insurance: If any Entity/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, including without limitation aircraft insurance required in connection with use of drones, the Entity/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." **Use of drones or other aircraft or watercraft without the required insurance shall be a material breach of the Facilities Lease.** Entity/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the District:

\$5,000,000 per Claim/Aggregate

1.8 REQUIRED ENTITY/SUBCONTRACTOR CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENTS

Certificates of Insurance and Additional Insured Endorsements acceptable to the District and Program Administrator must be filed by the Entity with the District within five (5) days of execution of the Facilities Lease. Certificates of Insurance and Additional Insured Endorsements acceptable to the District and Program Administrator must be filed by Subcontractors with the District within ten (10) days after award of the subcontract and prior to commencement of Work.

All required insurance shall be maintained, without interruption, from the date of commencement of Work until the expiration of the periods set forth in this Exhibit. These certificates and additional insured endorsements required by Section 1.7 and 1.8 shall provide not less than thirty (30) days prior written notice to the District (ten [10] days for non-payment of premium), with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

Certificates of Insurance, the Project must be identified on the Certificate of Insurance in the “Description of Operations/Locations/Vehicles/Special Items” section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder:

San Juan Unified School District
 c/o Statewide Educational Wrap Up Program (SEWUP)
 2355 Crenshaw Blvd., Suite 200
 Torrance, CA 90501

Additional Insured Endorsements: The District must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, “Name of Person or Organization”, as specified below:

1. **The District, CM, Architect, Inspector, their officers, employees, agents, volunteers and independent contractors as additional insureds.**
2. Entity and all Subcontractors must provide an additional insured endorsement for automobile liability.

Ineligible Subcontractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

San Juan Unified School District
 c/o Statewide Educational Wrap Up Program (SEWUP)
 2355 Crenshaw Blvd., Suite 200
 Torrance, CA 90501

1.9 ENTITY/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT

Entity and all Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Entity/Subcontractor. Entity/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Entity's/Subcontractors' sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Entity/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

1.10 ASSIGNMENT OF RETURN PREMIUMS

The District will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

1.11 WAIVER OF SUBROGATION AND DISTRICT INDEMNIFICATION

With respect to their work on the Project:

1. District waives all rights of subrogation and recovery against the Entity/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
2. Entity/Subcontractors waive all rights of subrogation and recovery against the District and other contractors/subcontractors to the extent of any loss or damage, which is insured under the OCIP.

3. The Entity/Subcontractors are obligated to obtain insurance required herein to insure against risks not covered by the OCIP. It is Entity's responsibility to ensure that it and its Subcontractors have obtained required insurance. Failure of Entity or any Subcontractor to obtain required insurance shall not invalidate or negate any obligation to indemnify the District for damages or claims not covered by the OCIP.

1.12 NO RELEASE

The provision of the OCIP, by the District, will in no way be interpreted as relieving the Entity/Subcontractors of any other responsibility or liability under the Facilities and Site Lease or any applicable law, statute, regulation, or order.

1.13 DISTRICT'S RIGHT TO AUDIT

The Entity/Subcontractor will permit the District and/or its representative to examine and/or audit its books, records, and insurance policy information. Entity/Subcontractor will also provide any additional information to the District, or its appointed representatives, as may be required.

1.14 DUTIES IN THE EVENT OF A LOSS

Entity/Subcontractors are required to report all losses, which include potential losses, promptly to OCIP insurers and/or Program Administrator. A full description and details of the incurred loss are also required.

The Entity/Subcontractor shall assist the District, its agents, and the Program Administrator by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the District's insurers in claims and demands that arise out of the Work and that the insurers are called upon to adjust.

In the event of an accident, it shall be the responsibility of the employing and/or responsible Entity/Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Program Administrator. This includes notification to the appropriate state authorities, if necessary.

1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

Entity and all Subcontractors must comply with all applicable local, state, and federal occupational safety and health requirements as well as any additional safety and health requirements set forth in the Facilities and Site Lease.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Entity's/Subcontractors' efforts to minimize loss, assisting in identifying loss exposures, and recommending appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Entity/Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Entity/Subcontractors of their responsibilities for Project safety.

1.16 PROJECT SAFETY PROGRAM

In addition to local, state, and federal occupational safety and health laws, the following standards apply to Entity and all Enrolled and Non-Enrolled Subcontractors.

A. Safety Orientation

1. Entity/Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:
 - a. The District's site safety requirements.
 - b. Site specific safety hazards and protective measures for these hazards.
 - c. Emergency telephone numbers and procedures.

- d. Local medical clinic/hospital information within the Medical Provider Network (MPN).

B. Program Management

1. Entity and each Subcontractor shall have the following safety programs:
 - a. Injury and Illness Prevention Plans
 - b. Hazard Communication Programs
 - c. Heat Illness Prevention Plans
2. Entity and each Subcontractor shall have an onsite competent person responsible for occupational safety and health.

C. Mandatory 6' Fall Protection

1. Entity/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:

a. Steel erection	d. Decking
b. Roofing	e. Scaffold work
c. Framing	f. Work performed from ladders
2. The following exceptions apply only to framers and wood frame activities:
 - a. When installing or “rolling” the joists, Cal/OSHA fall protection requirements shall govern.
 - b. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6' from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses.
3. A safety monitor as means of fall protection is prohibited.
4. Ladder jacks and lean-to scaffolds are prohibited.
5. Entity/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
6. Methods of fall protection include but are not limited to the following:
 - a. Railings
 - b. Covers for Floor, Roof, and Wall Openings
 - c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - d. Controlled Access Zones
7. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
8. The use of wire ropes as top rails and intermediate rails of guardrail systems used for perimeter protection, or at interior openings such as stairways and elevator shafts, shall be installed in accordance with Cal/OSHA requirements. Additionally, wire ropes shall be secured to each support and taut at all times. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point of the top rail shall not exceed 3 inches in one direction which includes the free hanging sag in the wire rope.
9. The minimum parapet height allowed for fall protection is 42 inches or greater.
10. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance in accordance with Cal/OSHA Construction Safety Orders.

11. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
12. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
13. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.
14. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.

D. Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Entity/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

1. All Subcontractors shall identify their contact person(s) to the Entity.
2. Entity and all Subcontractors shall follow District procedures for dealing with the media.
3. At all times, hard hats shall be worn in the construction environment. Hard hats shall meet the requirements of ANSI Z89.1. No modification to the shell or suspension is allowed except when such changes are approved by the manufacturer.
4. 100% protective eyewear with side shield protection is required while in the construction environment, shop, or anytime eye hazards exist. Protective eyewear shall bear a legible and permanent “Z87” logo to indicate compliance with applicable ANSI/ASSE Standard.
5. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
6. Alcohol, illegal drugs, marijuana (in any form), and tobacco are prohibited on District property always.
7. Entity/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
8. When the Project site is occupied by the District, Entity's and its Subcontractors' personnel cannot enter District grounds other than the construction site unless accompanied by District personnel and are allowed only “incidental” contact with students. Violations of these requirements by any such personnel will result in a mandatory background check of that individual— including fingerprinting – as required by state law. This provision shall not limit the District's available remedies in the event of such an incident.
9. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
10. As required by the Facilities Lease, Entity and Subcontractors at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by Work. No glass containers are permitted on the site.

11. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
12. Entity and all Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

E. Crane Safety

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.
3. The Entity shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

F. Fire Prevention During Welding, Cutting, and Other Hot Work

1. Contractors engaged in welding and allied processes, heat treating, grinding, cutting, thawing pipe, powder-driven fasteners, hot riveting, torch-applied roofing in conjunction with the requirements of NFPA 241, and similar applications producing or using a spark, flame, or heat shall adhere to National Fire Protection Association Standard 51B entitled "Standard for Fire Prevention During Welding, Cutting, and Other Hot Work."

G. Incident Investigation Requirements

1. The Entity shall perform thorough, in-depth investigations and evaluations of all incidents. A formal incident investigation shall be conducted whenever any incident occurs, including, without limitation, both non-injury incidents and incidents involving first aid. Additionally, near miss accidents and/or incidents must be reported and undergo the same in-depth investigation, root cause analysis and lessons learned process. The incident investigation report shall be emailed to Keenan and Associates within 5 working days.
2. Recommendations and lessons learned to prevent recurrence of incidents shall be documented and communicated to all employees of Entity and Subcontractors through safety meetings and on-the-job training.

H. Return to Work

1. The District and OCIP Carrier are committed to working with Entity and all Enrolled Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Entity/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.
 - a. An employee who has experienced a job-related injury requiring medical treatment must provide a proper medical release prior to returning to work.
 - b. An employee who has been removed from the jobsite ambulatory must provide a proper medical release prior to returning to work.
 - c. Entity and each Enrolled Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.
 - d. When the employee is released to transitional duties, it is the Enrolled Entity's/Subcontractor's responsibility to facilitate the injured employee's return to work.

- e. The Enrolled Entity/Subcontractor is expected to accommodate the injured employee and facilitate the return to work.
- f. It will be the responsibility of the Insurance Carrier's Adjuster to maintain communication with the treating physician and the Enrolled Entity/Subcontractor to facilitate the prompt return of an employee to full work status.

I. Conflicting Safety Requirements

The District and SEWUP OCIP program place a very high value on project safety. Each may have their own safety requirements that are very similar in nature. However, in the event the requirements are in conflict or one is silent on a particular matter, then the requirement affording the greatest of amount protection will control. For example, if the District's Safety Program Requirements do not mandate 6' Fall Protection, then Section "6.5 Mandatory 6' Fall Protection" contained in the SEWUP Project Insurance Manual will control.

J. Noncompliance and Unsafe Practices

District or their representative shall have the authority to immediately cease any and all operation (s) on the jobsite that is deemed by District or their representative to be unsafe to property or has the potential to cause Bodily Injury, pursuant to Title VIII California Code of Regulation, Section 1511. Any such cession of work shall not constitute recoverable delay or other contractual remedies for liquidated damages and may expose the offending contractor to any such losses to the District or other trades.

K. Professional Conduct Clause

Entity and subcontractors shall at all times adhere to safety requirements (contractual and regulatory) and shall encourage safe and professional behavior among their employees. Entity and subcontractors shall not allow on the job site any unfit person, unsafe person, anyone unskilled and unqualified to perform the work assigned to them, or anyone exhibiting such qualities. Any person in the employ of the contractor or subcontractor whom the District or the District's agent/representative may deem incompetent, unsafe, or unfit shall be immediately dismissed from the OCIP job site and shall not again be allowed on the OCIP the job site except with the written consent of District or the District's agent/representative. The District reserves the right to request that the contractor or subcontractor's assigned Project Supervisor/Manager be replaced immediately

1.17 DISTRICT'S INSURANCE OBLIGATIONS; ENTITY'S/SUBCONTRACTORS' OBLIGATIONS; REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

(a) District assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies. Entity/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on District, and District disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Entity's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions and exclusions of, the OCIP insurance policies. The furnishing of insurance by District through the OCIP shall in no way relieve or limit or be construed to relieve or limit Entity/Subcontractor of any responsibility, liability or obligation imposed by the Facilities and Site Lease, the Contract Documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, all indemnification obligations on the part of Entity/Subcontractor.

- (b) By enrolling in the OCIP, Entity/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP; (ii) District is not an insurer or in the business of insurance and is not an agent, broker, partner, or guarantor of Entity/Subcontractor or any of the insurance companies providing coverage under the OCIP (the “OCIP insurers”); and (iii) District is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between, or among District, Entity, Subcontractor(s), and/or any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers’ payment or nonpayment of claims or losses, or such insurers’ contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Entity/Subcontractor believes is prudent and desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in the Total Base Rent. If Contractor/Subcontractor believes that additional limits of liability beyond those provided by the OCIP would be prudent for its protection, the OCIP does not in any way prevent Contractor/Subcontractor from procuring such additional limits of liability for itself at its sole cost.
- (c) Submitting documentation to enroll in the OCIP indicates the representation and agreement that Entity/Subcontractor has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in the Facilities Lease, the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type, or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only and Entity/Subcontractor shall not rely upon any such reference or any other oral or written statement by or on behalf of District, the Project Administrator, or any of its or their agents, employees, or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Entity’s/Subcontractor’s business or performance under the Facility Lease. To the extent that Entity/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance associated with its Work on the Project or otherwise, such insurance shall be at its sole expense.
- (d) Entity/Subcontractor hereby releases District, the Program Administrator, and their respective representatives, agents, directors, officers, employees, partners, shareholders, members, affiliates of every tier, successors, and assigns from any and all claims and liabilities arising out of or relating to acts, errors, omissions or negligence (i) in the design, selection, placement, adequacy, amount, limits, scope and nature of insurance coverage afforded by the OCIP, (ii) in the selection, performance and present and future solvency of the OCIP insurers, and (iii) in the implementation and administration of the OCIP. Entity/Subcontractor shall make its own determinations regarding such matters and expressly waives all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

By executing the Facilities and Site Lease or Subcontract, as applicable, to which this Exhibit is appended and by submitting documentation to enroll in the OCIP, Entity/Subcontractor expressly acknowledges that the foregoing waiver of the provisions of Section 1542 was separately bargained for, and expressly agrees that the release provision shall be given full force and effect, including, without limitation, as to unknown or

unsuspected claims, demands, liabilities and causes of action, if any may exist or arise. This release provision shall survive the completion of the Work and the expiration or other termination of the Facilities and Site Lease.

1.18 JOINT DEFENSE OF CLAIMS AND SUITS AGAINST MORE THAN ONE INSURED

- (a) If a claim, demand, suit, or other proceeding (“Claim”) is brought against more than one insured under the OCIP, District and Entity/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, and unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, District and Entity/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by District and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Entity/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.
- (b) In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds (“Defense Counsel”) will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project and/or the termination of the Facilities and Site Lease. Entity/Subcontractor agrees not to disclose to any person or entity, other than to District and to Defense Counsel, any confidential information obtained in the defense or pursuit of Claims covered, or potentially covered, under the OCIP. Any such confidential information shall only be used in matters that arise directly pursuant to such OCIP Claims. However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or permitted by applicable law.
- (c) Nothing in this Section 1.18 shall preclude Entity/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

1.19 Duty of Care

Nothing contained in the OCIP insurance policies, the Facilities and Site Lease (including this Exhibit), any other Contract Document, or the Project Insurance Manual shall relieve Entity/Subcontractor of its obligations to exercise due care in the performance of its duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.

NOTE: THE DISTRICT AND PROGRAM ADMINISTRATOR MUST APPROVE CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE. NEITHER ENTITY NOR ANY SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

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

AGENDA ITEM: G-10

MEETING DATE: 08/23/2022

SUBJECT: Early Head Start/Head Start (EHS/HS) Policy Committee Bylaw Revisions

CHECK ONE:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Early Childhood Education (ECE)

ACTION REQUESTED:

The superintendent is recommending that the board approve the Early Head Start/Head Start Policy Committee bylaw revisions.

RATIONALE/BACKGROUND:

Policy Committee bylaws need to be updated to be consistent with Grantee bylaws due to their bylaws being updated and adding a required seat on SETA's Policy Committee board.

ATTACHMENT(S):

A: Revised Policy Committee Bylaws

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

N/A

FISCAL IMPACT:

Contract Budget: N/A

Additional Budget: N/A

Funding Source: Federal Child Care & Development Programs

LCAP/STRATEGIC PLAN:

Goal: 1, 2 Focus: NA

Action: N/A

Strategic Plan: 1, 2

Current Year Only On-going

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

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

Approved by Policy
Committee on 5/18/2022
Approved by BOARD OF
EDUCATION on

Policy Committee BYLAWS

ARTICLE I

Name

This committee shall be named the San Juan Head Start/Early Head Start Policy Committee, hereafter referred to as PC. A copy of these bylaws will be made available upon request.

ARTICLE II

Purpose

The general purpose of this committee is to organize constructive policy guidelines to give purpose and direction to the Head Start/Early Head Start (HS/EHS) program in the San Juan Unified School District, and to increase its maximum effectiveness. The actions of the committee shall not conflict with the regulations, policies, and laws of Head Start/Early Head Start or those of the San Juan Unified District Board of Education. In addition, committee members may not have a financial interest in the district.

ARTICLE III

Procedure

The PC follows procedures outlined in the San Juan Unified School District policy, which adheres to the Ralph M. Brown Act. PC meetings follow procedures using Robert's Rules of Order.

Robert's Rules of Order, Simplified and Applied, 2nd Edition, will be used by the PC and parent committees. A copy will be made available upon request.

ARTICLE IV

Duties & Responsibilities

The duties and the responsibilities of the PC shall be to coordinate the entire SJUSD HS/EHS program. For the benefit of each school, PC will function as a unit to:

- A. Assist in the development, review and approval of budgets and the yearly program plan.
- B. Evaluate and assist in the curriculum process.
- C. Train in the legislative process.
- D. Review and approve district and Head Start personnel policies per 45CFR 1304.50 Program Governance.
- E. Assist in the evaluation of the overall program according to Head Start Performance Standards.
- F. Participate in the training development of leadership skills.
- G. Report pertinent information at center/**classroom** parent meetings.
- H. Be involved with the HS/EHS classrooms and programs, attend classroom parent meetings, and attend all PC meetings.
- I. Serve as a link to the parent committees, public and private organizations, and the communities they serve.
- J. Assist parent committees in communicating with parents enrolled in all program options to ensure that they understand their rights, responsibilities, and opportunities in HS/EHS, and to encourage their participation in the program.
- K. Assist parent committees in planning, coordinating, and organizing program activities for parents with the assistance of staff, and ensure that funds set aside from program budgets are used to support parent activities.
- L. Assist in recruiting volunteer services from parents, community residents and community organizations and assist in the mobilization of community resources to meet identified needs.

- M. In addition, federal regulations state that the PC must work in partnership with key management staff and the governing body to develop, review and approve or disapprove the following policies and procedures:
- a. All funding applications and amendments to funding application for HS/EHS, including administrative services, prior to the submission of such applications to the Department of Health and Human Services (DHHS).
 - b. Procedures describing how the governing body and the appropriate policy group will implement shared decision making.
 - c. Procedures for program planning in accordance with this part and the requirements of [45 CFR 1305.3 642\(c\)\(2\)\(A\)](#).
 - d. The program's philosophy and long and short-range program goals and objectives.
 - e. The composition of the PC and the procedures by which the Policy Committee members are chosen.
 - f. Criteria for defining recruitment, selection and enrollment priorities in accordance with the requirements of [45 CFR Part 1305-642\(c\)\(2\)\(D\)\(ii\)](#).
 - g. The annual self-assessment of the SJUSD HS/EHS program progress in carrying out the programmatic and fiscal intent of its grant application, including planning or other actions that may result from the review of the annual audit and findings from the federal monitoring review.
 - h. The annual independent audit that must be conducted in accordance with [45 CFR 1301.12 642\(d\)\(2\)\(E\)](#).
 - i. Program personnel policies and subsequent changes to those policies, in accordance with [45 CFR 1301.31 642\(c\)\(2\)\(D\)\(vi\)](#), including standards of conduct for program staff, consultants and volunteers.
 - j. Decisions to hire or terminate the HS/EHS director of the SJUSD delegate agency.
 - k. Decisions to hire or terminate any person who works primarily for the HS/EHS program of the SJUSD delegate agency.
 - l. PC reimbursement for reasonable expenses incurred by members. Members shall not receive compensation for serving on the PC or for providing services to the HS/EHS agency.
 - m. San Juan Unified School District Head Start policies that define the roles and responsibilities of the governing body members and informs them of the management procedures and functions necessary to implement a high-quality program.
 - n. PC must establish written procedures for resolving internal disputes (internal dispute resolution), including impasse procedures between the governing body and the policy group.
 - o. Establish and maintain procedures for sharing and working with the SJUSD delegate agency to resolve community complaints about the program.
- N. Individual members, while representing the PC, shall not engage in any activities or assume any such powers, duties or functions that are contrary to, or inconsistent with, the goals and objectives of the Head Start/Early Head Start Child Development Program as established by either local, state, or federal laws, regulations or SJUSD policies.

ARTICLE V

Membership

Allocation of center/classroom program option representation will be based on funded HS/EHS enrollment. Each Head Start classroom (class enrollment **17, 18-20** or 24) will have 1 representative and 1 alternate. Each Early Head Start center (center enrollment **8, 16 or 24**) will have 1 representative and 1 alternate. Early Head Start Home Based teacher groups (enrollment of 12 children) will have 1 representative and 1 alternate.

A. Center Representatives

1. Representative(s) will be elected from the parent committee of each program center/classroom and must have a child currently enrolled.
2. Representative(s) will serve a term of 1 full program year and will carry over until new representatives are elected. Each class reserves the right to recall their own representative by a vote of 2/3 majority, providing 2 weeks' notice has been given to parents through **the** PC Executive Committee.
3. No San Juan USD HS/EHS staff, SETA staff (or members of their immediate families), or delegate agency staff shall serve on the PC, except parents who occasionally substitute for regular HS or EHS staff. Occasional substitute teaching is defined as not exceeding 4 consecutive days in a month.

B. Community Representative

1. Past Parent Representatives: Up to 5 parents of former Head Start/Early Head Start parents may be elected by the outgoing PC to become voting Policy Committee representatives.
2. The PC members may recommend prospective neighborhood representatives to Executive Board for consideration. Candidates will attend **the** PC meeting for final approval. PC must approve the candidate by majority vote, and up to 3 neighborhood reps may serve at any one time.
3. Special Grants: Special grants involving adult volunteer members will hold additional voting community representative positions on PC. PC will approve 2 representatives by a majority vote.

C. Representative Membership Terms

1. The PC must limit the number of 1-year terms any individual may serve to a combined total of 5 program years.
2. At least 51 percent of the voting membership of the Policy Committee must consist of parents whose children are currently enrolled in the program.

D. Attendance

1. Any member or alternate in a voting capacity missing 2 consecutive regular PC meetings without an excused absence or missing a total of 3 meetings (regular/special, excused, or unexcused) during his/her term, will automatically be removed.
2. An excused absence is defined as: illness of self or immediate family member, family emergency or academic requirements of older siblings (i.e., awards banquet, parent conference).
3. A member requesting an excused absence must call or email the alternate, if the alternate is known, and the SJUSD ECE secretary liaison prior to the meeting. The SJUSD ECE secretary liaison will notify the PC chair of any known absences.

E. Removal

1. Representatives will be recommended for removal from PC for behavior that does not follow “Parent Code of Conduct,” “Confidentiality Statement,” or other disruptive, disrespectful, or illegal behavior during PC meetings, trainings, or conferences.
2. Issues and concerns will be brought to the Executive Committee by any parent, PC member or staff. The member being recommended for removal will be notified in writing at a minimum of 1 week prior to the meeting and may state his/her case at this Executive Committee meeting. Recommendation for removal will be presented to the full PC during a closed session; 2/3 majority vote of members present is required for removal. Any member removed from PC may not serve on PC in any capacity for the remainder of the program year.

F. Reinstatement

1. The center may request that a member who has been removed due to absences be reinstated. This request must be in writing, addressed to the Policy Committee chair. It is the final decision of the Executive Committee whether any representative shall be reinstated.
2. The PC representative removed for conduct may not appeal to be reinstated.

G. Alternates

Each representative holding membership on the PC shall additionally be entitled to have one alternate. An alternate shall be elected by the committee/agencies he or she represents. Alternates may be seated as voting members of the PC only in the absence of the voting representative for whom they serve as alternate.

1. A Representative missing two (2) consecutive regular meetings without an excused absence or missing a total of three (3) meetings (regular/special, PC Bylaws excused, or unexcused) will automatically be removed and replaced by the Alternate.
2. The Alternate who attends meetings on behalf of an absent Representative will be recorded as Alternate Present (AP). An Alternate’s AP attendance will not count as “present” for the Representative.
3. In the event an Alternate does not cast a vote during the program year, Alternate will not have served as a PC member and term is not counted.
4. Alternates may be seated as voting members upon recognition of their voting status by the PC Chair at any meeting. However, an Alternate may not hold an office.
5. Alternates are encouraged to attend meetings of the PC on the same regular basis as members. However, the Alternate will not receive a reimbursement if the Representative is present.

ARTICLE VI

Officers

The officers of the committee will be as follows: **C**hair, co-chair, **3** **4** **C**ounty Policy Council representatives (**23** HS, 1 EHS), **S**ecretary, **T**reasurer, and **P**arliamentarian. The officers comprise the Executive Committee.

A. Procedures

1. The election of the officers will be held the **second meeting of the program year meeting immediately following the annual PC meeting held in October**.
2. At least 5 of the 8 officers of the Executive Committee must be parents of currently enrolled children. Past parents or community representatives may hold a maximum of 3 of the 8 Executive Committee positions.
3. Officers may be replaced by roll call vote of 2/3 majority vote of members present. There must be a notice of recall at least 1 meeting in advance. If recalled as an officer, the member may remain a classroom representative to the PC.
4. Term of offices will be 1 full program year and will carry over until new officers are elected **in the fall at the PC meeting immediately following the annual PC meeting held in October**.
5. Officers who have missed 3 regularly scheduled PC meetings will be replaced by a PC election without a recall procedure.
6. Officers are expected to be involved with the preschool classrooms and attend all PC meetings.
7. No member shall hold more than 1 SJUSD PC office at a time and no member shall be eligible to serve more than 2 consecutive terms in the same SJUSD PC office.
8. Officers elected at the PC meeting shall take office immediately following the election.
9. County Policy Council representatives must have a child currently enrolled in HS/EHS.

ARTICLE VII

Committees

The following committees will be volunteers from representatives of the PC. A representative may serve on no more than 3 committees.

ARTICLE VIII

Policy Committee Meetings

The PC shall conduct regular, special, and emergency meetings in an open session forum, in accordance with the Ralph M. Brown Act.

A. Annual Meeting

1. The annual meeting of the PC will be held in October of each year.

B. Regular Meeting

1. Regular meetings will be held monthly **with the exception of June and July**. Additional meetings may be called at the discretion of the chair, program director or staff advisor.

C. Special Meetings

1. Special meetings of the PC may be called by agreement of administration, the chair, or a majority vote of the Executive Committee. Notice of special meeting shall be delivered in the most expedient way possible, at least 24 hours before the time of the meeting.
2. No other business or discussion may be transacted or entertained at special meetings of the PC, except that business for which the special meeting was called.

- D. Emergency Meetings
 - 1. The PC may hold emergency meetings, as defined in the Ralph M. Brown Act, with minimal notice provided the PC determines that an emergency situation exists.
- E. Quorum
 - 1. For the purpose of transacting the business of the PC, a quorum of the committee must be present. A quorum shall consist of **3530** percent of the current PC representatives.

Meeting Notices

Meeting notices shall include an agenda for the next meeting and **council committee** members shall be provided with the minutes of the preceding (annual, regular, special or emergency) meeting as soon as possible.

- A. Annual and Regular Meetings
 - 1. Notice of annual and regular meetings of the PC shall be in writing, provided **electronically** to all members of the PC and posted **on the SJUSD website under the ECE webpage** at least 72 hours in advance of the meeting as required by the Ralph M. Brown Act. Staff shall endeavor to postmark such notice at least 5 calendar days prior to the meeting, but failure to do so shall not preclude action, provided that the notice requirements of the Ralph M. Brown Act have been satisfied.
- B. Special Meetings
 - 1. Members of the PC must be notified of special meetings not less than 24 hours prior to any special meeting. Staff shall endeavor to provide such notice at least 72 hours prior to any special meeting, but failure to do so shall not preclude action, provided that the notice requirements of the Ralph M. Brown Act have been satisfied. No other business or discussion may be transacted or entertained at special meetings of the PC, excepting that business and/or discussion for which the special meeting was called.
- C. Emergency Meetings
 - 1. The PC may hold emergency meetings as defined in the Ralph M. Brown Act without complying with the notice provisions of this Article VIII-E, provided that the PC determines that an emergency situation exists, as defined in the Ralph M. Brown Act.
- D. Committee Meetings
 - 1. Members of the PC must be notified in writing of committee meetings. Notice of regularly scheduled meetings of the Executive Committee shall be provided in compliance with Article VIII-A, above. Notice of special meetings of other committees shall be provided in compliance with Article VIII-B, above, shall be delivered personally or by electronic or regular mail and shall be received at least 24 hours before the time of such meeting, as specified in the notice.

Meeting Reimbursement

Each PC member will receive reimbursement for reasonable expenses. This amount is determined by the Head Start Division according to the PC Reimbursement Policies and Procedures. Parents are not to bring small children to the meetings. If small children are present, members will be reimbursed for transportation/mileage only.

A. Members will receive reimbursement for the actual cost of childcare (not to exceed \$40 in a 24-hour day when attending conferences, workshops, trainings, orientation, or participation in the hiring/interview process) to be in alignment with PC/PAC Reimbursement Policies and Procedures. Additionally, transportation/mileage will be provided for attending required meetings/obligations listed below:

- 1. PC (regularly scheduled, annual, emergency, and special meetings)*
- 2. Interview/screening panels*

3. Standing and Content Area committee meetings (Budget/Planning, Personnel/Bylaws, Executive, Social/Hospitality, the Program Design and Management, and the Early Childhood Development and Health Services)

4. Office of Head Start (OHS) Monitoring Protocol Training/Review and Program Self-Assessment

5. Governing Board Meetings (only applies to the Chair or an Executive Officer in the absence of the Chair.)

B. Member/Alternates who are a spouse or significant other, will not each receive reimbursement.

C. Members will receive only one reimbursement per day, regardless of the number of meetings attended. Only members of said committee will be reimbursed for attending meetings. A lunch reimbursement or meal will be provided if a meeting or meetings exceed four (4) hours.

ARTICLE IX

Finance

- A. The PC treasurer must be kept informed and updated of all PC financial matters.
- B. All monies raised donations received and spent by PC and individual center classes must be recorded in the treasurer's report. There is 1 PC budget overseen by a central office accountant.
 1. Each classroom can decide how and when to spend their funds.
 2. The funds must be spent following district and HS/EHS guidelines.
3. Fundraising activities shall be reported to and approved by the PC and conform to district policies for safety and appropriateness.
 - a. The decision to earn or spend fundraiser monies will be made with the joint consent between parents and the teacher during a planned meeting reflected in classroom meeting agenda and minutes.
 - b. The method to approve a fundraiser will be the following:
 1. The representative will present the fundraiser at the PC meeting, or
 2. The representative or teacher will present the fundraiser to a staff advisor by telephone or with a written statement.
 - c. All fundraisers will include the following information:
 1. Purpose of the fundraising.
 2. Method of fundraising.
 3. Date and location of fundraising activity.
 4. Approval of site administrator.
 - d. Fundraiser will have 1 or more of the following purposes:
 1. To fund a field trip with an educational emphasis.
 2. To purchase instructional materials.
 3. To purchase classroom supplies.
 4. For special needs (i.e., speaker, equipment rental, tapes, etc.).
 5. For special designated project (i.e., playground improvement, equipment, etc.).
 - e. Funds will be managed as follows:
 1. Money raised for a special project will be placed in that classroom's parent fund for use at that school site.
 2. Funds will not be available until raised.
 3. Funds to be spent will be recorded on the PC expenditure form.
 4. Each class will contribute \$15 in July of each year to provide general funds for PC operation beginning in September of that same year (i.e., manuals, child care and snacks, transportation reimbursement, stamps, etc.).

- c. Required reports to be presented to PC *monthly. The purpose of reports is to maintain control of program quality and program accountability:*

1. Fiscal Reports (Budget Reports)
2. Child Care Food Care Program(CCFP), Meal/Snack Report
3. Program Information Summaries
4. San Juan USD HS/EHS Enrollment Report

5. Cal Card Report

D. Required reports to be presented to PC annually, Annual Program Information Report (PIR)

ARTICLE X

Role of the Officers

CHAIR

- Conducts the meeting.
- Calls the meeting to order.
- Keeps the meeting on task and focused.
- Recognizes committee members by name during discussions.
- Calls for motions.
- Oversees the committee during the voting procedure.
- Calls for adjournment.
- Reviews and signs budgets and revisions.
- Reviews agenda and makes suggestions for agenda topics.
- Reviews minutes and makes arrangements to send to the committee members.
- Encouraged to attend scheduled monthly meetings of the county Policy Council.
- Accepts suggestions for agenda topics from representatives.
- Attends **NHSA-Head Start California** annual training conference pending budget and district approval.
- Chairs Executive Committee.
- Ex-officio member of all committee.

CO-CHAIR

- Acts as the chair during that officer's absence at any scheduled meeting.
- Assists the chair in monitoring and keeping the meeting focused.
- Attends **NHSA-Head Start California** annual training conference in chair's absence.
- Reviews agenda and makes suggestions for agenda topics.
- Automatically assumes position of chair if it becomes vacant. An election will be held for Co-Chair.

COUNTY POLICY COUNCIL REPRESENTATIVES

- Attends monthly Policy Council meetings, representing San Juan Unified School District.
- Attends monthly Policy Committee meeting and is available to provide a report regarding the previous Policy Council meeting.
- Reviews and approves HS/EHS proposals.
- Acts to ensure standards for quality programming are met.
- Approves HS/EHS policies.
- Serves as a link between Policy Council and Policy Committee.
- Participates in the process of making recommendations about the nature and operation of the HS/EHS program.
- Reviews agenda and makes suggestions for agenda topics.

SECRETARY

- Records pertinent information during the PC meeting.
- Conducts roll call for the PC meeting.
- Records the names of members who present motions, second the motions, and abstentions.
- Records all votes.
- Reads correspondence during the meeting.
- Writes notes of appreciation to speakers and others helpful to the organization.
- Chair of Social/Hospitality Committee.
- Reviews agenda and makes suggestions for agenda topics.

TREASURER

- Reads treasurer's report.
- Reviews completed fundraising forms and presents them for review by the PC.
- Acts as liaison between accountant and the PC representative when necessary.
- Serves as chair of Budget/Planning Committee.
- Reviews agenda and makes suggestions for agenda topics.

PARLIAMENTARIAN

- Assists the chair and monitors and focuses the meeting.
- Assists the chair by maintaining order during the PC meeting.
- Advises on matters pertaining to parliamentary procedures.
- Chairs the Personnel/Bylaws Committee.
- Reviews agenda and makes suggestions for agenda topics.

In the absence of the chair and co-chair, any of the remaining officers may conduct the meeting. In the absence of the secretary or treasurer, the PC chair will determine which of the remaining officers present will fulfill their duties for that meeting.

ARTICLE XI

Bylaw Amendment

These bylaws may be amended by 2/3 vote of the membership of the PC present and voting, providing that:

- A. There is a quorum present.
- B. All proposals to amend the bylaws are submitted in open session as an action item at annual, regular, special, or emergency meetings of the PC. Proposals to amend these bylaws must originate at least 4 full calendar weeks prior to the final voting and acceptance or rejection to the proposals.
- C. Written notice of the intention to amend these bylaws is forwarded to members of the PC 10 calendar days prior to the annual, regular, special, or emergency meeting when voting is to take place.
- D. The notice of intention to vote upon amendments shall include the specific articles, sections, or sub-sections to be voted upon. Specific language of the amendments and/or alterations must be included in the notice of intention to amend.
- E. Any amendments must be approved by the San Juan Unified School District Board of Education.

First Reading, February 16, 2022

Second Reading, April 20, 2022

Final Reading, May 18, 2022

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

AGENDA ITEM: G-11

MEETING DATE: 08/23/2022

SUBJECT: Certification of Absence: Pam Costa

CHECK ONE:

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

DEPARTMENT: Administration

ACTION REQUESTED:

The board is asked to certify that the August 4, 2022, special meeting, absence of Board Member Pam Costa occurred due to illness.

RATIONALE/BACKGROUND:

Per Education Code Section 35120(c) and Board Bylaw 9250, a board member may be compensated for a missed meeting due to illness, jury duty, performing services outside the meeting for the school district or a hardship deemed acceptable by the board.

ATTACHMENT(S):

N/A

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only: On-going:

LCAP/STRATEGIC PLAN:

Goal: N/A

Focus: N/A

Action: N/A

Strategic Plan: N/A

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

:sc

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

AGENDA ITEM: I-1

MEETING DATE: 08/23/2022

SUBJECT: 2022-2023 Start of School

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

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

The superintendent is recommending the board receive a report on the opening of the 2022-2023 school year.

RATIONALE/BACKGROUND:

The start of a new school year signals possibility and opportunity for students, families, schools, district staff and the community. This year is no exception as we welcome new students and staff to San Juan and set the stage for another year of learning and growing. The intent of this report is to share with the board how we continue to build positive school and district cultures by welcoming and supporting all staff, students and families.

ATTACHMENT(S):

N/A

BOARD COMMITTEE ACTION/COMMENT:

Superintendent's Cabinet: 08/15/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *Mb*

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

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

AGENDA ITEM: I-2

MEETING DATE: 08/23/2022

SUBJECT: LCAP PAC Bylaw Revisions

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Administration

ACTION REQUESTED:

The superintendent is recommending that the board review and discuss proposed changes to the Local Control and Accountability Plan Parent Advisory Committee (LCAP PAC) bylaws.

Action anticipated: 09/13/2022

RATIONALE/BACKGROUND:

The LCAP PAC was created in 2014 and has evolved over the years since to consult and advise the board on the district's local control accountability plan. In hearing feedback from current and former committee members as well as thoughts from members of the board during previous board discussions, district staff have worked to propose revised bylaws for the committee that clarify its purpose, function, and membership selection.

Under the revised bylaws, the committee will be composed of 20 members. Each member of the board of education will appoint two members. The superintendent will appoint two community members and four student members. The revisions also clarify the expected time commitment of committee members and the process of members meeting outside of fully agendaed meetings.

ATTACHMENT(S):

A: Proposed LCAP PAC Bylaw Revisions

BOARD COMMITTEE ACTION/COMMENT:

LCAP PAC – Aug. 18, 2022

PREVIOUS STAFF/BOARD ACTION:

Board of Education Workshop - April 5, 2022

Board of Education Meeting - June 28, 2022

Superintendent's Cabinet – Aug. 15, 2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Trent Allen, APR, Chief of Staff T.A

APPROVED BY: Kent Kern, Superintendent of Schools KK

SAN JUAN UNIFIED SCHOOL DISTRICT

LOCAL CONTROL AND ACCOUNTABILITY PLAN PARENT ADVISORY COMMITTEE BYLAWS

I. Name

The name of the committee shall be the Local Control and Accountability Plan Parent Advisory Committee (LCAP PAC).

II. Background

In 2013, the California Department of Education (CDE) revised the Education Code to develop the new California School Accountability System, and establish the Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP). LCFF is used to allocate state funding to all school districts. This includes base funding for all districts as well as additional supplemental and concentration grants based on the unduplicated number of English learner, low income, and foster youth students.

The LCAP is used to show how LCFF funding will be spent by a school district to improve student outcomes. The LCAP shall demonstrate how services are provided to meet the needs of unduplicated English learner, low income, and foster youth students, and improve the performance of all pupils in the state priority areas (5 CCR section 15494). This LCAP must address state and local priorities identified pursuant to Education Code section 52060(d).

III. Authority

The Local Control and Accountability Plan Parent Advisory Committee, defined in Education Code section 52063, hereinafter referred to as “the committee,” is a standing committee of the San Juan Unified School District Board of Education as established by formal board action and shall operate in compliance with the state’s open-meeting laws (Greene Act, Education Code section 35147) and the requirements of these bylaws. In this regard, a majority of committee members may meet at the same time and place to hear, discuss, or deliberate upon any matter within the function of the committee, but shall not take any action on any item of business outside of the District scheduled public meetings.

IV. Charge

As directed by the board, superintendent or designee, the committee shall serve at the pleasure of the Board of Education in an advisory capacity on matters pertaining to the LCAP as specified in Education Code section 52063.

V. Function: LCAP PAC

The LCAP PAC is considered one of multiple educational partners which the superintendent and board consults with and seeks advice from in the development and revision of the LCAP. It is the board’s expectation that the LCAP PAC shall fulfill the charge of the committee pursuant to California Education Code.

California Education Code requires that districts shall:

- “consult with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing a local control and accountability plan.” [Section 52060(g)]
- “present the local control and accountability plan or annual update to the local control and accountability plan to the parent advisory committee established pursuant to Section 52063 for review and comment.” [Section 52062(a)(1)]

“Consult” [Education Code section 52060(g)] and “advice” [Education Code section 52063(a)(1)] are defined as:

- District gathering the perspectives and insights of educational partners as they relate to the LCAP through the district educational partner engagement strategy, which includes surveys and listening sessions.
- LCAP PAC reviewing and providing comment on the development of the LCAP pursuant to Section 52062(a)(1).

VI. Function: Board

Final authority for the LCAP lies with the Board of Education in accordance with state law. The Board of Education is the approving body that adopts and updates the LCAP [Education Code section 52060(a)]. Additionally, as outlined by the California School Board Association as best practices, the board maintains the singular responsibility to develop goals and supports, encourage engagement, monitor progress, and allocate resources related to the LCAP.

VII. Meetings

The committee shall convene four (4) times annually in-person at a district scheduled public meeting. The meetings shall be open to the public to allow for public input and access to all meeting materials. The agenda must be posted at least 72 hours in advance and must include date, time, location, and contain an agenda describing each item of business to be discussed or acted upon. The four (4) District scheduled public meetings shall be scheduled and agendized as follows:

- A. Training for New Committee Members – Fall
 - a. LCAP Overview
 - b. LCAP PAC Overview
- B. Organizational Meeting – Fall/Winter
 - a. Review annual schedule of regular meetings
 - b. Review and recommend approval of the annual report to the board
 - c. Gather committee perspectives and insights regarding LCAP educational partner engagement strategy
- C. LCAP Listening Session [Education Code sections 52060(g); 52063(a)(1)] – Winter
 - a. Review educational partner input themes to identify shared areas of interest within and across educational partner groups as they relate to services supporting English learner, low income, and foster youth students
 - b. Gather committee perspectives and insights related to the LCAP
- D. LCAP Review, Comment, and Superintendent Questions [Education Code section 52062(a)] – Spring
 - a. Present the local control and accountability draft plan to the committee for review, comment, and develop questions for the superintendent who responds in writing
 - b. Elect Chairperson, Assistant Chairperson, and Student Chairperson

When LCAP PAC members wish to meet to discuss LCAP PAC business outside of District scheduled public meetings:

- A. Meetings will be open to the public
- B. Public notice of the meeting will be provided at least 72 hours in advance and will include the date, time, and location of the meeting
- C. Minutes will be taken of each meeting that will include the subject matters discussed, those in attendance, the location, time, and date of each meeting
- D. Minutes shall be provided to the committee secretary who will include the minutes as an informational item on the agenda of the next District scheduled LCAP PAC public meeting
- E. No action shall be taken on any item of business outside of the District scheduled public meetings

VIII. Voting and Quorum

Visitors may address the committee, as described in Section XV, but do not have voting privileges and do not participate in discussion with committee members.

For the purpose of taking action, a quorum shall consist of a simple majority of the appointed members of the committee, and a quorum shall be present at the time of the agenda item vote. Taking action shall only occur at the District scheduled public meetings.

No action may be taken without a quorum; however, the committee may continue to meet and consider topics without a quorum. Any action adopted must be approved by a simple majority of the quorum.

Each committee member shall be entitled to one (1) vote. An alternative representative may not cast a vote in the absence of the selected member; proxy votes are not accepted.

IX. Staff Liaison

- A. The superintendent shall appoint a senior administrative staff liaison for this committee.
- B. The staff liaison shall serve as a resource, providing information and materials to the committee, as well as feedback to district administrators from the committee.
- C. The staff liaison and other district staff serve under the direction of the superintendent, who prioritizes their time and other resources. Individual committee members shall not direct staff or contact staff to request data or other information. Such requests will come from the committee chairperson to the staff liaison who will determine if staff resources are available and if the request aligns with the priorities of the superintendent, governing board, and state law.

X. Board Liaison

- A. One board member will serve as liaison to the committee and will be a non-voting member of the committee. However, the board may add a second board member to serve as an additional liaison to the committee.
- B. The board liaison may provide a board update at committee meetings.
- C. The board liaison will provide clarification to the committee at their discretion as deemed appropriate.

XI. Composition and Selection of Members

The composition of the committee shall consist of twenty (20) members:

- A. Fourteen (14) community members will be appointed by the Board of Education, with each Board of Education member appointing two (2) committee members. At least one of the two appointed committee members must reside in the Board of Education member's trustee area. Board members have sole discretion and authority in the appointment of their appointees among district residents; however, in considering the appointment of committee members, board members shall appoint committee members with an emphasis on parents or legal guardians of pupils enrolled in the district who are low income, foster youth or English language learners.
- B. Two (2) community members will be appointed by the superintendent. Members appointed by the superintendent must reside within the district. The superintendent has sole discretion and authority in the appointment of their appointees; however, in considering the appointment of committee members, the superintendent shall appoint committee members with an emphasis on parents or legal guardians of pupils enrolled in the district who are low income, foster youth or English language learners.
- C. Four (4) student members shall be appointed by the superintendent. The superintendent has sole discretion and authority in the appointment of their appointees; however, in considering the appointment of committee members, the superintendent shall appoint committee members with an emphasis on students enrolled in the district who are low income, foster youth or English language learners.
- D. Committee members shall only serve on one Board of Education appointed/approved advisory committee.
- E. Employees who are represented by an employee group (CSEA, Confidential, Educationally Related Mental Health Worker, SJAA, SJPEC, SJTA, Supervisors, Teamsters) shall not serve as members of an advisory committee.
- F. The committee shall include a majority of parents or legal guardians of pupils enrolled in the district who are low income, foster youth or English language learners.

XII. Vacancies

When there are vacancies on the committee:

- A. The staff liaison will inform the administrative assistant to the Board of Education and/or superintendent of all committee vacancies.
- B. The administrative assistant will inform the appropriate board member and/or superintendent of the committee vacancies.
- C. The appropriate board member or superintendent shall appoint a replacement member to serve the remainder of the term.

XIII. Term

Committee members shall serve two-year terms. Members may serve up to three (3) consecutive terms for a total of six (6) years served on the committee at the sole discretion and authority of the appointing board member/superintendent. Terms will follow the academic school year. Terms shall be staggered such that ten (10) members' terms will expire in even-numbered years and ten (10) members' terms will expire in odd-numbered years.

All members should be prepared to attend all regularly scheduled meetings. Unexcused absences from regularly scheduled meetings, within the academic school year, will initiate a vacancy recommendation to the appointing board member/superintendent. The appointing board member/superintendent will determine whether the committee member should continue on the Local Control and Accountability Plan Parent Advisory Committee.

The appointing board members/superintendent may remove current appointees and make new selections at any time. Newly elected board members will be given the option to appoint their own committee members or continue with the current appointments.

XIV. Elections

Elections shall be held at the last meeting of each academic year, and the committee shall:

- A. Elect a chairperson for a term of one year, being eligible for re-election for one additional, consecutive term. The chairperson shall be responsible for coordinating with staff liaison and the committee secretary in developing each meeting's agenda; for conducting the meeting and working with the staff liaison to ensure compliance with the Greene Act; for reviewing a draft of the meeting minutes; and shall also be responsible for preparing or delegating the preparation of the annual report.
- B. Elect an assistant chairperson for a term of one year, being eligible for re-election for one additional, consecutive term, who shall assist the chairperson in fulfilling their responsibilities, and who shall conduct the meeting in the absence of the chairperson.
- C. If the committee cannot have an election or does not reach a clear decision, the board liaison(s) shall select a chairperson to serve until the committee elects a successor.
- D. Elect a student chairperson for a period of one year, being eligible for re-election for additional terms. The student chairperson shall assist LCAP committee leadership. The student chairperson shall be elected by vote of the committee members.
- E. Training for newly elected chairpersons will be held annually.

XV. Agendas

The agenda format and minutes will replicate that of the school board including allowing for general visitor comment at the start of the meeting, as well as prior to a specific business item. Visitor comments will be limited to two minutes, and visitors must submit a speaker request form informing the committee of their interest to speak.

The committee shall not take any action on any item of business unless that item appeared on the posted agenda or unless the committee members present, by unanimous vote, find that there is a need to take immediate action and that the need for action came to the attention of the committee subsequent to the posting of the agenda.

Agenda item requests from committee members shall be forwarded to the committee chairperson and staff liaison. If the chairperson and staff liaison jointly determine that the topic meets the charge of the committee, and is aligned with state law, current board priorities and available staff resources, the item shall be placed on a future agenda. A board member or staff member may also place an item on the committee agenda in preparation for a future board discussion.

XVI. Annual Report

The committee chairperson will submit an annual (ideally, 1-2 pages) report for the Board of Education no later than November 1st of each year. This report should provide a summary of committee activities and work related to the committee's charge and function.

XVII. Budget

The board will determine the budget, which will cover the operating cost of all board advisory committees.

4/14/15 Approved by the Board of Education

6/27/17 Approved by the Board of Education

02/11/21 Reviewed by the Local Control Accountability Plan Parent Advisory Committee

03/23/21 Approved by the Board of Education

01/25/22 Approved by the Board of Education

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

AGENDA ITEM: I-3

MEETING DATE: 08/23/2022

SUBJECT: Exemption to the Separation-From-Service Requirement

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

DEPARTMENT: Human Resources

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 4032 for Exemption to the Separation-From-Service requirement pursuant to Education Code section 24214.5 or 26812.

RATIONALE/BACKGROUND:

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

ATTACHMENT(S):

A: Resolution No. 4032

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Deann Carlson, Director, Human Resources

APPROVED BY: Paul Oropallo, Assistant Superintendent, Human Resources

Kent Kern, Superintendent of Schools

Pao
KK

San Juan Unified School District

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

Resolution No. 4032

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

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

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

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

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

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

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

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

AND BE IT FURTHER RESOLVED that the Board wishes to meet this critical need by hiring Marcia Ortega and Margaret Stroh, members or participants who retired for service less than 180 days ago or who will retire;

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

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

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

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

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

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

PASSED AND ADOPTED by the governing board of the San Juan Unified School District, on this 23rd DAY OF August IN THE YEAR 2022.

AYES: NOES: ABSENT:

I, Pam Costa, Clerk of the San Juan Unified School District Board of Education, County of Sacramento, do hereby certify the foregoing to be a full, true and correct copy of a resolution adopted by the said Board at a regular meeting hereof held at its regular meeting place on August 23, 2022, which action is contained in the minutes of the meeting of said Board.

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

August 23, 2022

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

AGENDA ITEM I-4
MEETING DATE: 08/23/2022

SUBJECT: Board Bylaw 9270 Conflict of Interest

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

DEPARTMENT: Legal Services

ACTION REQUESTED:

The superintendent is recommending that the board review the proposed minor revisions to Board Bylaw 9270 Conflict of Interest, and its accompanying exhibit, Exhibit 9270.

Action anticipated: 09/13/2022.

RATIONALE/BACKGROUND:

The Board of Education is required to periodically review the district's conflict of interest board bylaw. Once action has been taken, Board Bylaw 9270 and Exhibit 9270 will be forwarded to the County of Sacramento for review and approval by the Sacramento County Board of Supervisors.

ATTACHMENT(S):

A: Board Bylaw 9270
B: Exhibit 9270

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/08/2022, 08/15/2022

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

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

Bylaw 9270: Conflict Of Interest

Status: ADOPTED

Original Adopted Date: 06/09/1992 | Last Revised Date: 08/24/2021 | Last Reviewed Date: 08/24/2021

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. No board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by their financial, family, or other personal interest or consideration.

In accordance with law, board members shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

Even if a prohibited conflict of interest does not exist, a board member shall abstain from voting on personnel matters that uniquely affect their relatives. However, a board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which their relative belongs. Relative means an adult who is related to the board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code section 35107) A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

~~Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference, along with a list of designated positions and disclosure categories. The accompanying exhibit (E 9270) includes an appendix with designated positions and disclosure categories which comprise the terms of the district's conflict of interest code that is submitted to the code reviewing body for approval, in accordance with Government Code section 87303, and within the deadline for submission established by the code reviewing body. (Government Code section 87303)~~

The board shall adopt a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code section 87303 and within the deadline for submission established by the code reviewing body. (Government Code section 87303)

Upon direction by the code reviewing body, the board shall review the district's conflict of interest code and submit any changes to the code reviewing body, or if no change is required, the board shall submit a written statement to that effect. (Government Code section 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code section 87306)

When reviewing and preparing the district's conflict of interest code, the superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code section 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code sections 87302, 87302.6)

Conflict of Interest under the Political Reform Act

A board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use their official position to influence a governmental decision in which they know or have reason to know that they have a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the board member, designated employee, or other person in a designated position,

their immediate family, or any financial interest described in 2 CCR 18700. (Government Code sections 87100, 87101, 87103; 2 CCR 18700-18707)

A board member, designated employee, or other person in a designated position makes a governmental decision when, acting within the authority of their office or position, they authorize or direct any action on a matter, vote, or provide information or opinion on it, contact, or appear before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a board member shall participate in the making of a contract in which they have a financial interest if their participation is required by the rule of necessity or legally required participation pursuant to Government Code section 87101 and 2 CCR 18705.

A board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the board shall abstain from voting on the matter. They may remain on the dais, but their presence shall not be counted towards achieving a quorum for that matter. A board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue.

Conflict of Interest under Government Code section 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a board member has such a financial interest in a contract made by the board, the contract is void. (Government Code section 1090)

Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code section 1097.

A board member shall not be considered to be financially interested in a contract in which they have only a "remote interest," as specified in Government Code section 1091, if the remote interest is disclosed during a board meeting and noted in the official board minutes. The affected board member shall not vote or debate on the matter or attempt to influence any other board member or district official to enter into the contract. (Government Code section 1091)

A board member shall not be considered to be financially interested in a contract in which their interest is a "noninterest" as defined in Government Code section 1091.5. Noninterest includes a board member's interest in being reimbursed for their actual and necessary expenses incurred in the performance of their official duties, in the employment of their spouse/registered domestic partner who has been a district employee for at least one year prior to the board member's election or appointment, or in any other applicable circumstance specified in Government Code section 1091.5.

Common Law Doctrine Against Conflict of Interest

A board member shall abstain from any official action in which their private or personal interest may conflict with their official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the board member's duties as an officer of the district. (Government Code sections 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code section 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code section 89503)

The limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code section 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except when: (Government Code section 89506)

1. The travel is in connection with a speech given by a board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech, and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code section 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code section 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2, above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for board members and designated employees. (Government Code section 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code sections 89501, 89502)

The term honorarium does not include: (Government Code section 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches.
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

SAN JUAN UNIFIED SCHOOL DISTRICT

Adopted: June 9, 1992 Carmichael, California

Effective: September 1, 1992

Revised: August 24, 2021

Approved by Sacramento Board of Supervisors: December 7, 2021

Revised: , 2022

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

State References

2 CCR 18110-18997

2 CCR 18700-18760

Description

Regulations of the Fair Political Practices Commission -
<https://simbli.eboardsolutions.com/SU/ckslshwToJGinoK4QiVbLtJug==>

Conflicts of Interest -
<https://simbli.eboardsolutions.com/SU/h6CnVsMHk2STR4xUUmlXdQ==>

2 CCR 18722-18740	Disclosure of interests - https://simbli.eboardsolutions.com/SU/oS5ntBvYIbsRzRhpXMuufw==
2 CCR 18753-18756	Conflict of interest codes - https://simbli.eboardsolutions.com/SU/OvAHLXqDg5JTYYSZIpYE9A==
Ed. Code 1006	Prohibition against school district employees serving on county board of education - https://simbli.eboardsolutions.com/SU/Qnj8IKKU84qMv8ZX5ZPu1w==
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 1125-1129	Incompatible activities
Gov. Code 81000-91014	Political Reform Act of 1974
Gov. Code 82011	Code reviewing body
Gov. Code 82019	Definition, designated employee - https://simbli.eboardsolutions.com/SU/zplus8Q3o2R2NLwPmnxGAmkxg==
Gov. Code 82028	Definition, gift
Gov. Code 82030	Definition, income
Gov. Code 82033	Definition, interest in real property
Gov. Code 82034	Definition, investment
Gov. Code 87100-87103.6	General prohibitions
Gov. Code 87200-87210	Disclosure
Gov. Code 87300-87313	Conflict of interest code - https://simbli.eboardsolutions.com/SU/YaObxMYA749OVplusgURs6YDA==
Gov. Code 87500	Statement of economic interests
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
Gov. Code 91000-91014	Enforcement
Pen. Code 85-88	Bribes
Rev. & Tax Code 203	Taxable and exempt property - colleges

Management Resources References

	Description
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 868 (1980)
Attorney General Opinion	65 Ops.Cal.Atty.Gen. 606 (1982)
Attorney General Opinion	68 Ops.Cal.Atty.Gen. 171 (1985)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 255 (1986)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 320 (1997)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 327 (1998)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 83 (1999)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 60 (2002)

Attorney General Opinion	86 Ops.Cal.Atty.Gen. 138(2003)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 217 (2006)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 19 (2009)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 26 (2009)
Court Decision	Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Court Decision	Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Court Decision	Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511
Court Decision	McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235
Court Decision	Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
CSBA Publication	Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
Fair Political Practices Commission Publication	Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005
Institute For Local Government Publication	Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Institute for Local Government Publication	Understanding the Basics of Public Service Ethics: Transparency Laws, 2009
Website	Institute for Local Government - https://simbli.eboardsolutions.com/SU/U2G2edhR1agbQ5dqoPtfmA==
Website	Fair Political Practices Commission - https://simbli.eboardsolutions.com/SU/C2dGDtcJnwsIshMnGhy8Ijcbw==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

Description

1340	Access To District Records - https://simbli.eboardsolutions.com/SU/vOvfgNYkjxjPRH3slshfYYROWw==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/wER8CbSefFuHpyWBOlzLgA==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/qPRFggjYyuHAnelJplusplus50pw==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/s4k4INDQe0H6jslshfiYGjpluseA==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/Wi0i9EoD3sZxPQ2LNhP6wg==
3300	Expenditures And Purchases - https://simbli.eboardsolutions.com/SU/LsqueuDS7GLi6IIJPnD89A==
3300	Expenditures And Purchases - https://simbli.eboardsolutions.com/SU/TBradMLgCqmqlfokW0Kz1w==
3311	Bids - https://simbli.eboardsolutions.com/SU/sYUo4tJCLiNpFFMJ5yxaslshw==
3311	Bids - https://simbli.eboardsolutions.com/SU/9YNPsfsIshCTwplusVMplus0flFplusnsIshg==
3430	Investing - https://simbli.eboardsolutions.com/SU/dQ9gsIshQwrCGZlvFhnZaRktA==
3430	Investing - https://simbli.eboardsolutions.com/SU/UAmG4YouXfqvJ0c7r67jQA==
3470	<u>Debt Issuance And Management -</u> https://simbli.eboardsolutions.com/SU/Ckl5s7KhdciaCtcmG6a0A==

	<u>Consultants -</u> https://simbli.eboardsolutions.com/SU/ETslshw5GkifQP50w1JY5fkHQ==
3600	
4112.8	<u>Employment Of Relatives -</u> https://simbli.eboardsolutions.com/SU/MupV5OLedzAS0tMX4U0o2Q==
4117.2	<u>Resignation -</u> https://simbli.eboardsolutions.com/SU/ndN6l4R0MmslshVM1gLchAs2w==
4136	<u>Nonschool Employment -</u> https://simbli.eboardsolutions.com/SU/msluANhPo065Rw0JkDouZg==
4212.8	<u>Employment Of Relatives -</u> https://simbli.eboardsolutions.com/SU/o8KNulQA7Oy9wqgLI487Q== https://simbli.eboardsolutions.com/SU/GHmNMzvEHKxul1oNsglyAw==
4217.2	<u>Resignation -</u> https://simbli.eboardsolutions.com/SU/H9XpnYzslshN9hO2j9B34fJplusg==
4217.2	<u>Resignation -</u> https://simbli.eboardsolutions.com/SU/U9JoFwl4pluslGqXSeklYxmEw==
4236	<u>Nonschool Employment -</u> https://simbli.eboardsolutions.com/SU/xwRPQ4oj5zoxslshoem3Hsm1w==
4312.8	<u>Employment Of Relatives -</u> https://simbli.eboardsolutions.com/SU/9OkbslshHywrXKJpsslshQiaUug==
4317.2	<u>Resignation -</u> https://simbli.eboardsolutions.com/SU/xDIWplusslshslshvirDcOIZXoKWL9Q==
4317.2	<u>Resignation -</u> https://simbli.eboardsolutions.com/SU/uT5PB77M9GP547daWXUe3Q==
4336	<u>Nonschool Employment -</u> https://simbli.eboardsolutions.com/SU/NwqCYuuYP1roivLZ4W0RZA==
6161.1	<u>Selection And Evaluation Of Instructional Materials -</u> https://simbli.eboardsolutions.com/SU/plus6Qix9sOn5ZeFpje41Fmw==
6161.1	<u>Selection And Evaluation Of Instructional Materials -</u> https://simbli.eboardsolutions.com/SU/XhxOBLNNZallHvl5jKzKIQ==
9005	<u>Governance Standards -</u> https://simbli.eboardsolutions.com/SU/mAZeeQcXGiplusZNAvgy8QEHQ==
9140	<u>Board Representatives -</u> https://simbli.eboardsolutions.com/SU/S1WDReZ2vdplusWDbJJEKTckQ==
9220	<u>Governing Board Elections -</u> https://simbli.eboardsolutions.com/SU/9XW95OnXabX23pDRaTqQGg==
9222	<u>Resignation -</u> https://simbli.eboardsolutions.com/SU/ZNOac20cr9bdf1XqSrvoog==
9230	<u>Orientation -</u> https://simbli.eboardsolutions.com/SU/iWj1IHptAxZsZ787vy0CnQ==
9320-E PDF(1)	<u>Meetings And Notices -</u> https://simbli.eboardsolutions.com/SU/ij2Os4sjNoOIESguaslhUTxw==
9321	<u>Closed Session -</u> https://simbli.eboardsolutions.com/SU/YMKGopo6QsARyZOiaKSnXQ==
9323	<u>Meeting Conduct -</u> https://simbli.eboardsolutions.com/SU/u7slshhTh7bkX3EgEXEMnQMFA==

Exhibit (PDF) 9270-E PDF(1): Conflict Of Interest

Status: ADOPTED

Original Adopted Date: 09/24/2019 | Last Revised Date: 08/24/2021 | Last Reviewed Date: 08/24/2021

Disclosure Statement Filing

Governing Board members and designated employees shall file an annual Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed below. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

Disclosure Categories

Category 1: A person designated Category I shall disclose:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
- b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

Category 2: A person designated Category 2 shall disclose:

- a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
- b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the district which the designated person manages or directs. For the purposes of this category, a principal's department is their entire school.

Designated Positions

Designated Position	Disclosure Category
Members of the San Juan Unified School District Governing Board	All
Members of the governing bodies of the charter schools	All
Superintendent of Schools	All
Deputy Superintendent, Schools and Student Support	All
General Counsel	All

Chief of Staff	All
Chief Operations Officer	All
Chief Financial Officer	All
Assistant Superintendent, Educational Services	All
Assistant Superintendent, Human Resources	All
Assistant Superintendent, Secondary Education and Programs Assistant Superintendent, Elementary Education and Programs	All All
Senior Director, Technology	All
Senior Director, Labor Relations	All
Director, Business Support Services	All
Director, Fiscal Services	All
Controller, Charter School	All
Director, Human Resources	1
Executive Director, Charter School	2
Supervisor, Procurement	2
Assistant Director, Special Education	2
Assistant Director, Assessment, Evaluation & Planning	2
Construction Manager	2
Procurement Technician	2
Director, Adult and Career & Technical Education	2
Director, Charter School	2
Director, Nutrition	2
Director, Student Support Services	2
Director, Equity and Student Achievement	2
Director, Elementary and K-8	2

Director, Facilities, Construction and Operations	2
<u>Director, Family Engagement & Partnership Development</u>	<u>2</u>
Director, Communication	2
Director, Continuous Learning Improvement/LCAP	2

Director, Professional Learning & Curriculum Innovation	2
Director, Admissions & Family Services	2
Director, Safe Schools	2
<u>Director, Secondary Education</u>	<u>2</u>
Director, Special Education	2
Director, Student Learning Assistance	2
Director, Transportation	2
<u>Director, Maintenance and Operations</u>	<u>2</u>
Manager, Fiscal Services	2
Manager, Maintenance and Operations	2
Manager, Risk Management	2
Manager, Transportation	2
Construction Manager	2
Operations Analyst, Facilities, Maintenance and Modernization	2
Procurement Analyst	2
Procurement Specialist (Construction/Bond Program)	2
Program Manager	2
Program Manager, Human Resources	2
Program Manager, Multi-Tiered System of Support	2
Program Manager, Network & Telecommunications	2

Program Manager, Teaching and Learning	2
Program Manager, Technology Services	2
Program Manager, Title 1	<u>2</u>
Program Manager, English Learner Department	2
<u>Director</u> Program Manager , Multi-Tiered System of Support	2
Risk Management Analyst	2

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the superintendent or designee. The superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2CCR 18700.3)

1. Approve a rate, rule or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2CCR 18704, subsections (a) or (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code (2 CCR 18700.3).

SAN JUAN UNIFIED SCHOOL DISTRICT

Adopted: June 9, 1992 Carmichael, California

Effective: September 1, 1992

Revised: August 24, 2021

Approved by Sacramento Board of Supervisors: December 7, 2021

Revised: _____, 2022

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

State References	Description
2 CCR 18110-18997	Regulations of the Fair Political Practices Commission - https://simbli.eboardsolutions.com/SU/ckslshwToJGinoK4QiVbLtJug==
2 CCR 18700-18760	Conflicts of Interest - https://simbli.eboardsolutions.com/SU/h6CnVsMHk2STR4xUUmLXdQ==
2 CCR 18722-18740	Disclosure of interests - https://simbli.eboardsolutions.com/SU/oS5ntBvYlbsRzRhpXMuufw==
2 CCR 18753-18756	Conflict of interest codes - https://simbli.eboardsolutions.com/SU/OvAHLXqDg5JTYYSZIpYE9A==
Ed. Code 1006	Prohibition against school district employees serving on county board of education - https://simbli.eboardsolutions.com/SU/Qnj8IKKU84qMv8ZX5ZPu1w==
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 1125-1129	Incompatible activities
Gov. Code 81000-91014	Political Reform Act of 1974
Gov. Code 82011	Code reviewing body
Gov. Code 82019	Definition, designated employee - https://simbli.eboardsolutions.com/SU/zplus8Q3o2R2NLwPmnxGAmkxg==
Gov. Code 82028	Definition, gift
Gov. Code 82030	Definition, income
Gov. Code 82033	Definition, interest in real property
Gov. Code 82034	Definition, investment
Gov. Code 87100-87103.6	General prohibitions
Gov. Code 87200-87210	Disclosure
Gov. Code 87300-87313	Conflict of interest code - https://simbli.eboardsolutions.com/SU/YaObxMYA749OVplusgURs6YDA==
Gov. Code 87500	Statement of economic interests
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
Gov. Code 91000-91014	Enforcement
Pen. Code 85-88	Bribes
Rev. & Tax Code 203	Taxable and exempt property - colleges

Management Resources References	Description
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 868 (1980)
Attorney General Opinion	65 Ops.Cal.Atty.Gen. 606 (1982)
Attorney General Opinion	68 Ops.Cal.Atty.Gen. 171 (1985)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 255 (1986)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 320 (1997)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 327 (1998)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 83 (1999)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 60 (2002)
Attorney General Opinion	86 Ops.Cal.Atty.Gen. 138(2003)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 217 (2006)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 19 (2009)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 26 (2009)
Court Decision	Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Court Decision	Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Court Decision	Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511
Court Decision	McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235
Court Decision	Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
CSBA Publication	Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
Fair Political Practices Commission Publication	Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005
Institute For Local Government Publication	Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Institute for Local Government Publication	Understanding the Basics of Public Service Ethics: Transparency Laws, 2009
Website	Institute for Local Government - https://simbli.eboardsolutions.com/SU/U2G2edhR1agbQ5dgoPtfmA==
Website	Fair Political Practices Commission - https://simbli.eboardsolutions.com/SU/C2dGDtcJnwslshMnGhy8ljcbw==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/vOvfgNYkxjPRH3sIshfYYROWw==
1340	Access To District Records -

<https://simbli.eboardsolutions.com/SU/wER8CbSefFuHpyWBOIzLgA==>

3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/s4k4INDQe0H6jslshfiYGjplusA==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/Wi0i9EoD3sZxPQ2LNhP6wg==
3300	Expenditures And Purchases - https://simbli.eboardsolutions.com/SU/LsqueuDS7GLi6llIJPhD89A==
3300	Expenditures And Purchases - https://simbli.eboardsolutions.com/SU/TBradMLgCqmqlfokW0Kz1w==
3311	Bids - https://simbli.eboardsolutions.com/SU/sYUo4tJCLiNpFFMJ5yxaslshw==
3311	Bids - https://simbli.eboardsolutions.com/SU/9YNPsfslshCTwplusVMplus0flFplusnslshg==
3430	Investing - https://simbli.eboardsolutions.com/SU/dQ9gslshQwrCGZlvFhnZaRktA==
3430	Investing - https://simbli.eboardsolutions.com/SU/UAmG4YouXfqvJOc7r67jQA==
4117.2	Resignation - https://simbli.eboardsolutions.com/SU/RtXvCrQCPJslshIEJYK9lvTGg==
4117.2	Resignation - https://simbli.eboardsolutions.com/SU/GHmNMzvEHKxul1oNsglyAw==
4217.2	Resignation - https://simbli.eboardsolutions.com/SU/H9XpnYzslshN9hO2j9B34fJplusg==
4217.2	Resignation - https://simbli.eboardsolutions.com/SU/U9JoFwl4plusIGqXSekIYxmEw==
4317.2	Resignation - https://simbli.eboardsolutions.com/SU/xDIWplusslshsIshvirDcOIZXoKWL9Q==
4317.2	Resignation - https://simbli.eboardsolutions.com/SU/uT5PB77M9GP547daWXUe3Q==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/plus6Qix9sOn5ZeFpje41Fmw==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/XHxOBLNNZallHvl5jKzKIQ==
9005	Governance Standards - https://simbli.eboardsolutions.com/SU/mAZeeQcXGiplusZNAvgy8QEHQ==
9140	Board Representatives - https://simbli.eboardsolutions.com/SU/S1WDReZ2vdplusWDbJJJEKTckQ==
9220	Governing Board Elections https://simbli.eboardsolutions.com/SU/9XW95OnXabX23pDRaTqQGg== -
9222	Resignation - https://simbli.eboardsolutions.com/SU/ZNOac20cr9bdf1XqSrvoog==
9230	Orientation - https://simbli.eboardsolutions.com/SU/iWj1IHptAxZsZ787vy0CnQ==
9320-E PDF(1)	Meetings And Notices - https://simbli.eboardsolutions.com/SU/lj2Os4sjNoOIESguasIshUTxw==
9321	Closed Session https://simbli.eboardsolutions.com/SU/YMKGopo6QsARyZOiaKSnXQ== -
9323	Meeting Conduct - https://simbli.eboardsolutions.com/SU/u7slshhTh7bkX3EgEXEMnQMFA==

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

AGENDA ITEM: I-5

MEETING DATE: 08/23/2022

SUBJECT: Williams Complaint Report

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

DEPARTMENT: Legal Services

ACTION REQUESTED:

The superintendent is recommending the board receive a report regarding Williams-type complaints filed with the district during the time period from April 1, 2022, to June 30, 2022.

RATIONALE/BACKGROUND:

The Williams legislation embodied in Education Code section 35186(d) requires each school district to publicly report, on a quarterly basis, summarized data on the nature and resolution of all Williams-type complaints filed with the district.

ATTACHMENT(S):

A: Williams Act 4th Quarterly Report

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

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



San Juan Unified School District

Legal Services

**3738 Walnut Avenue, Carmichael, California 95608
P.O. Box 477, Carmichael, California 95609-0477
Telephone (916) 971-7110; FAX (916) 971-7704
Internet Web Site: www.sanjuan.edu**

Kent Kern, Superintendent of Schools
Linda C. T. Simlick, General Counsel

WILLIAMS UNIFORM COMPLAINT PROCESS (UCP) Quarterly Report

Year covered by this report: 2022

Quarter covered by this report: Quarter 4 (April - June)

Sufficiency of textbooks

Number of complaints:	0
Number resolved:	0
Number unresolved:	0

School facilities issues

Number of complaints:	0
Number resolved:	n/a
Number unresolved:	n/a

Vacancy or misassignment of teachers

Number of complaints:	0
Number resolved:	n/a
Number unresolved:	n/a

Respectfully submitted:

Linda C. T. Simlick
General Counsel

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

AGENDA ITEM: I-6

MEETING DATE: 08/23/2022

SUBJECT: Presentation of District's Initial Bargaining Proposal with San Juan Teachers Association (SJTA) for Successor Contract 2022-2023

DEPARTMENT: Labor Relations

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

ACTION REQUESTED:

The board is asked to discuss, pursuant to Government Code section 3540 et seq. and district Board Policy (BP) 4243.1, the bargaining interests of the board for negotiations with the San Juan Teachers Association (SJTA) for 2022-2023.

Public Comment: September 13, 2022

RATIONALE/BACKGROUND:

The board and representatives of SJTA have agreed to engage in an interest-based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interests for public sunshining.

On June 22, 2021, the board adopted a tentative agreement with SJTA that limited, except by mutual agreement, contract reopeners for 2022-2023 bargaining. The parties have since met and agreed to reopen Article 11: Salary Schedules as part of 2022-2023 bargaining.

ATTACHMENT(S):

A: San Juan Unified School District (District) Initial Bargaining Proposal/Interests for Contract Negotiations with the San Juan Teachers Association (SJTA) Reopeners for 2022-2023.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

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

**SAN JUAN UNIFIED SCHOOL DISTRICT (District)
INITIAL BARGAINING PROPOSAL/INTERESTS
FOR CONTRACT NEGOTIATIONS WITH THE
SAN JUAN TEACHERS ASSOCIATION (SJTA)
REOPENERS FOR 2022-2023**

The San Juan Unified School District intends to negotiate the following Articles of the San Juan Teachers Association contract for the 2022-2023 reopeners.

Article 9 Employee Benefits

- The District's interests are to:
 - provide quality benefits and affordable options for all District employees while realizing cost containment for both employees and the District.
 - ensure that employees recognize that benefits are part of an employee's overall compensation program.

Article 11 Salary Schedules

- The District's interests are to:
 - attract and retain high quality employees
 - balance our income and our expenditures while maintaining an appropriate level of reserve
 - continue developing a shared understanding of total compensation

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

AGENDA ITEM: I-7

MEETING DATE: 08/23/2022

SUBJECT: Presentation of District's Initial Bargaining
Proposal with the Teamsters Local No. 150
(Teamsters) for Successor Contract 2022-2023

DEPARTMENT: Labor Relations

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

ACTION REQUESTED:

The board is asked to discuss, pursuant to Government Code section 3540 et seq. and district Board Policy (BP) 4243.1, the bargaining interests of the board for negotiations with the Teamsters Local No. 150 (Teamsters) for 2022-2023.

Public Comment: September 13, 2022

RATIONALE/BACKGROUND:

The board and representatives of Teamsters have agreed to engage in an interest-based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interests for public sunshining.

On July 1, 2021, the board adopted a tentative agreement with Teamsters that limited, except by mutual agreement, contract reopeners for 2022-2023 bargaining. The parties have since met and agreed to reopen Article 6: Salaries as part of 2022-2023 bargaining.

ATTACHMENT(S):

A: San Juan Unified School District (District) Initial Bargaining Proposal/Interests for Contract Negotiations with the Teamsters Local No. 150 (Teamsters) Reopeners for 2022-2023.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

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

**SAN JUAN UNIFIED SCHOOL DISTRICT (District)
INITIAL BARGAINING PROPOSAL/INTERESTS
FOR CONTRACT NEGOTIATIONS WITH THE
TEAMSTERS LOCAL #150 (Teamsters)
REOPENERS FOR 2022-2023**

The San Juan Unified School District intends to negotiate the following Articles of the Teamsters Local #150 contract for the 2022-2023 reopeners.

Article 6 Salaries

- The District's interests are to:
 - attract and retain high quality employees
 - balance our income and our expenditures while maintaining an appropriate level of reserve
 - continue developing a shared understanding of total compensation

Article 7 Fringe Benefits

- The District's interests are to:
 - provide quality benefits and affordable options for all District employees while realizing cost containment for both employees and the District.
 - ensure that employees recognize that benefits are part of an employee's overall compensation program.

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

AGENDA ITEM: I-8

MEETING DATE: 08/23/2022

SUBJECT: Presentation of Addendum to District's Bargaining Proposal with San Juan Professional Educators Coalition (SJPEC) for Successor Contract 2022-2023

DEPARTMENT: Labor Relations

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

ACTION REQUESTED:

The board is asked to discuss, pursuant to Government Code section 3540 et seq. and district Board Policy (BP) 4243.1, an addendum the bargaining interests of the board for negotiations with the San Juan Professional Educators Coalitions (SJPEC) for 2022-2023.

Public Comment: September 13, 2022

RATIONALE/BACKGROUND:

The board and representatives of SJPEC have agreed to engage in an interest-based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interests for public sunshining.

On July 1, 2021, the board adopted a tentative agreement with SJPEC that limited, except by mutual agreement, contract reopeners for 2022-2023 bargaining. On June 14, 2022, the board adopted the District's initial bargaining proposal with SJPEC. The parties have since met and agreed to also reopen Article 12: Salaries as part of 2022-2023 bargaining.

ATTACHMENT(S):

A: San Juan Unified School District (District) Addendum to Initial Bargaining Proposal/Interests for Contract Negotiations with the San Juan Professional Educators Coalition (SJPEC) Reopeners for 2022-2023.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

Board of Education: SJPEC presented its bargaining interests on 04/19/2022 and 05/10/2022

Board of Education: District presented its bargaining interests on 05/24/2022 and 06/14/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

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

SAN JUAN UNIFIED SCHOOL DISTRICT (District)
ADDENDUM to INITIAL BARGAINING PROPOSAL/INTERESTS
FOR CONTRACT NEGOTIATIONS WITH THE
SAN JUAN PROFESSIONAL EDUCATORS COALITION (SJPEC)
REOPENERS FOR 2022-2023

The San Juan Unified School District intends to negotiate the following Articles of the San Juan Professional Educators Coalition contract for the 2022-2023 reopeners.

Article 5 Evaluation of Job Performance

- The District's interest is to review the process and supports needed to benefit members' professional growth.

Article 7 Transfers

- The District's interest is to revisit Article 7.3: Requests for Transfers and explore adjustments to the process to better support the success of experienced professional educators.

Article 12 Salaries

- The District's interest is to:
 - attract and retain high quality employees
 - balance our income and our expenditures while maintaining an appropriate level of reserve
 - continue developing a shared understanding of total compensation

Article 13 Fringe Benefits

- The District's interests are to:
 - provide quality benefits and affordable options for all District employees while realizing cost containment for both employees and the District.
 - ensure that employees recognize that benefits are part of an employee's overall compensation program.

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

AGENDA ITEM: I-9

MEETING DATE: 08/23/2022

SUBJECT: Presentation of Addendum to District's Bargaining Proposal with San Juan Supervisors Association (SJS) for Successor Contract 2022-2023

DEPARTMENT: Labor Relations

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

ACTION REQUESTED:

The board is asked to discuss, pursuant to Government Code section 3540 et seq. and district Board Policy (BP) 4243.1, an addendum to the bargaining interests of the board for negotiations with the San Juan Supervisors Association (SJS) for 2022-2023.

Public Comment: September 13, 2022

RATIONALE/BACKGROUND:

The board and representatives of SJS have agreed to engage in an interest-based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interests for public sunshining.

On July 1, 2021, the board adopted a tentative agreement with SJS that limited, except by mutual agreement, contract reopeners for 2022-2023 bargaining. On June 14, 2022, the board adopted the District's initial bargaining proposal with SJS. The parties have since met and agreed to also reopen Article 5: Salaries as part of 2022-2023 negotiations.

ATTACHMENT(S):

A: San Juan Unified School District (District) Addendum to Initial Bargaining Proposal/Interests for Contract Negotiations with the San Juan Supervisors Association (SJS) Reopeners for 2022-2023.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

Board of Education: SJS presented its bargaining interests on 04/19/2022 and 05/10/2022

Board of Education: District presented its bargaining interests on 05/24/2022 and 06/14/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

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

SAN JUAN UNIFIED SCHOOL DISTRICT (District)
ADDENDUM to INITIAL BARGAINING PROPOSAL/INTERESTS
FOR CONTRACT NEGOTIATIONS WITH THE
SAN JUAN SUPERVISORS ASSOCIATION (SJSAA)
REOPENERS FOR 2022-2023

The San Juan Unified School District intends to negotiate the following Articles of the San Juan Supervisors contract for the 2022-2023 reopeners.

- | | |
|-------------------------|---|
| <u>Article 5</u> | <u>Salaries</u> |
| | <ul style="list-style-type: none">● <u>The District's interest is to:</u><ul style="list-style-type: none">○ <u>attract and retain high quality employees</u>○ <u>balance our income and our expenditures while maintaining an appropriate level of reserve</u>○ <u>continue developing a shared understanding of total compensation</u> |
| Article 6 | Fringe Benefits |
| | <ul style="list-style-type: none">● The District's interest are to:<ul style="list-style-type: none">○ provide quality benefits and affordable options for all District employees while realizing cost containment for both employees and the District.○ ensure that employees recognize that benefits are part of an employee's overall compensation program. |

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

AGENDA ITEM: I-10

MEETING DATE: 08/23/2022

SUBJECT: Presentation of Addendum to District's Bargaining Proposal with California School Employees Association, Chapter No. 127, (CSEA) for Successor Contract 2022-2023

DEPARTMENT: Labor Relations

CHECK ONE:

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

ACTION REQUESTED:

The board is asked to discuss, pursuant to Government Code section 3540 et seq. and district Board Policy (BP) 4243.1, an addendum to the bargaining interests of the board for negotiations with CSEA, Chapter No. 127, for 2022-2023.

Public Comment: September 13, 2022

RATIONALE/BACKGROUND:

The board and representatives of CSEA, Chapter 127, have agreed to engage in an interest-based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interests for public sunshining.

On August 10, 2021, the board adopted a tentative agreement with CSEA that limited, except by mutual agreement, contract reopeners for 2022-2023 bargaining. On June 14, 2022, the board adopted the District's initial bargaining proposal with CSEA. The parties have since met and agreed to also reopen Article 6: Salaries as part of 2022-2023 bargaining.

ATTACHMENT(S):

A: San Juan Unified School District (District) Addendum to Initial Bargaining Proposal/Interests for Contract Negotiations with the California School Employees Association, Chapter 127 (CSEA) Reopeners for 2022-2023.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/15/2022

Board of Education: CSEA presented its bargaining interests on 05/10/2022 and 05/24/2022.

Board of Education: District presented its bargaining interests on 05/24/2022 and 06/14/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

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

SAN JUAN UNIFIED SCHOOL DISTRICT (District)
ADDENDUM to INITIAL BARGAINING PROPOSAL/INTERESTS
FOR CONTRACT NEGOTIATIONS WITH THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 127 (CSEA)
REOPENERS FOR 2022-2023

The San Juan Unified School District intends to negotiate the following Articles of the California Schools Employees Association, Chapter 127 (CSEA) General and Operating Support contract(s) for the 2022-2023 reopeners.

Article 5 Hours and Overtime

- The District's interest is to revisit Article 5.20 and to explore alternatives to the process for requesting reviews and potential updates to job descriptions.

Article 6 Salaries

- The District's interest is to:
 - attract and retain high quality employees
 - balance our income and our expenditures while maintaining an appropriate level of reserve
 - continue developing a shared understanding of total compensation

Article 7 Fringe Benefits

- The District's interests are to:
 - provide quality benefits and affordable options for all District employees while realizing cost containment for both employees and the District.
 - ensure that employees recognize that benefits are part of an employee's overall compensation program.

**SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2022-2023**

SEPTEMBER 13

Meet and Greet (before board meeting)

Recognition: 2023 Teachers of the Year – A	Oropallo
Cultivating Leaders Program – R	Calvin
Governance Handbook Revisions – D	Allen
Revisions to Board Bylaws – D	Simlick
LCAP PAC Bylaw Revisions – A [Discussed 08/23/22]	Allen
2021-2022 Unaudited Actuals and 2022-2023 Revised Budget – A	Stahlheber
District's Initial Bargaining Proposal with SJTA for Successor Contract 2022-2023 – A [Discussed 08/23/22]	Thigpen
District's Initial Bargaining Proposal with Teamsters for Successor Contract 2022-2023 – A [Discussed 08/23/22]	Thigpen
Addendum to District's Bargaining Proposal with SJPEC for Successor Contract 2022-2023 – A [Discussed 08/23/22]	Thigpen
Addendum to District's Bargaining Proposal with SJSA for Successor Contract 2022-2023 – A [Discussed 08/23/22]	Thigpen
Addendum to District's Bargaining Proposal with CSEA for Successor Contract 2022-2023 – A [Discussed 08/23/22]	Thigpen
CSBA Directors-at-Large Nominations – D/A	Board
*Resolution: GANN Limit – A	Stahlheber

SEPTEMBER 27

Recognition: Week of the School Administrator (Oct. 9-15) – A	Oropallo
2021-2022 End of Year Data Summary – R	Bassanelli
Summer School Update – R	Schnepp
Independent Study/Homeschool Update – R	Townsend-Snider
Early Literacy Support Block Grant Annual Report – R	Townsend-Snider
Public Hearing: Sufficiency of Textbooks and Instructional Materials and Adoption of Resolution – A	Schnepp
*Governance Handbook Revisions – A [Discussed 09/13/22]	Allen
*Revisions to Board Bylaws – A [Discussed 09/13/22]	Simlick
*Consolidated Application, Spring Report 2021-2022 – A	Calvin

OCTOBER 11

Williams Complaint Report – R	Simlick
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OCTOBER 25

Recognition: School Psychology Awareness Week (Nov. 14-18) – A	Calvin
Family and Community Engagement Update – R	Allen
Variable Term Waivers – A	Oropallo
Assignment of Teachers Outside Regular Base Credential – A	Oropallo
Provisional Internship Permits – A	Oropallo

NOVEMBER 15 (3rd Tuesday)

Set Annual Organizational Meeting – A	Board
*2022-2023 School Plan for Student Achievement (SPSAs) – A	Calvin
*Sacramento County Dept of Public Health contract with White House Counseling Center – A	Calvin
*Special Education CCEIS Abstract – A	Calvin

DECEMBER 13

<i>Board Reception/Swearing-In (before board meeting)</i>	
Annual Organizational Meeting – A	Board
2021-2022 Audit Report – A	Stahlheber
2022-2023 First Interim & Budget/Financial Status Report – A	Stahlheber
Minimum Wage Increase (CSEA, Teamsters) – A	Oropallo

JANUARY 10

Williams Complaint Report – R	Simlick
Annual Policy Review – D	Simlick
BP 3430 Investing and Debt Management	
BP 5116.1 Intradistrict Open Enrollment	
BP 6145 Extracurricular/Cocurricular Activities	
BP 6020 Parent Involvement	
*Resolution: Emergency Contracting – A	Stahlheber
*Resolution: Authorized Signature - Power to Contract on Behalf of the District – A	Stahlheber
*Resolution: Delegating Signature Authorization to the Superintendent – A	Stahlheber

JANUARY 24

Recognition: 2023 Classified Employees of the Year – A	Oropallo
Recognition: National School Counseling Week (Feb. 6-10) – A	Schnepp
*School Accountability Report Cards (SARCs) – A	Bassanelli
*Annual Policy Review [Discussed 01/10/23] – A	Simlick
BP 3430 Investing and Debt Management	
BP 5116.1 Intradistrict Open Enrollment	
BP 6145 Extracurricular/Cocurricular Activities	
BP 6020 Parent Involvement	

FEBRUARY 14

Mid-Year LCAP Update 2022-2023 – R	Bassanelli
Choices Charter School Mid-Year LCAP Update 2022-2023 – R	Ginter
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – D	Oropallo
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated ECE) – D	Oropallo
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – D	Oropallo
Notice of Intent to Reduce Classified Positions – D	Oropallo

FEBRUARY 28

Recognition: Arts Education Month (March) – A	Townsend-Snider
Recognition: National School Social Work Week (Mar. 5-11) – A	Calvin
K-8 Schools Update – R	Townsend-Snider
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – A [Discussed 02/14/23]	Oropallo
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated ECE) – A [Discussed 02/14/23]	Oropallo
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – A [Discussed 02/14/23]	Oropallo
Resolution: Notice of Intent to Reduce Classified Positions – A [Discussed 02/14/23]	Oropallo

MARCH 14

Second Interim Budget Report – R	Stahlheber
Expanded Learning Opportunities Update (Secondary) – R	Schnepp
2023 CSBA Delegate Assembly Election – A	Board
*Consolidated Application, Winter Report 2023 (Part II) – A	Calvin

MARCH 28

Expanded Learning Opportunities Update (Elementary) – R	Townsend-Snider
ECE Update – R	Townsend-Snider
*Head Start and Early Head Start Grant Application 2022-2023 – A	Townsend-Snider
*Audit Report for Measures J, N, P and S – A	Stahlheber

APRIL 11

Recognition: Week of the Young Child (Apr. 15-21) – A	Townsend-Snider
Recognition: School Bus Driver's Appreciation Day (Apr. 25) – A	Oropallo

Instructional Materials Adoptions – D
New High School Courses – D
Williams Complaint Report – R
Proposed Board Meeting Dates for 2023-2024 – A

Schnepp
Schnepp
Simlick
Board

APRIL 25

Recognition: National Nurses Week and National School Nurse Day (May 6-12 & May 10) – A
Technology Update – R
*Instructional Materials Adoptions – A [Discussed 04/11/23]
*New High School Courses – A [Discussed 04/11/23]

Calvin
Skibitzki
Schnepp
Schnepp

MAY 9

Recognition: California Day of the Teacher (May 10) – A
Recognition: Classified School Employee Week (May 21-27) – A
Hearing Officer's Recommendation-2023 RIF (if applicable) – A
*Approval of CTE 2023 Advisory Committee Roster – A
*Head Start/Early Head Start COLA Funding Allocation 2023-2024 – A
*Resolution: CSPP Continued Funding Application Designated Personnel 2023-2024 – A

Oropallo
Oropallo
Simlick
Schnepp
Townsend-Snider
Townsend-Snider

MAY 23

Recognition: National Science Bowl (if applicable) – A
Recognition: Science Olympiad (if applicable) – A
Recognition: Academic Decathlon (if applicable) – A
*Head Start/Early Head Start Contract Resolution FY 2023-2024 – A

Schnepp
Schnepp
Schnepp
Townsend-Snider

JUNE 13

Public Hearing: LCAP – D
Public Hearing: LCAP/Choices Charter School – D
Universal Prekindergarten Planning and Implementation Update – R
Early Literacy Support Block Grant Annual Report – R
Public Hearing: Adoption of the 2023-2024 Budget – D
Temporary Interfund Borrowing of Cash – A
*CIF Superintendent Designation of Representatives 2023-2024 – A
*ECE Program Self-Evaluation for CDE – A

Bassanelli
Ginter
Townsend-Snider
Townsend-Snider
Stahlheber
Stahlheber
Schnepp
Townsend-Snider

JUNE 27

California School Dashboard Local Indicators – R
LCAP – A [Public Hearing 06/13/23]
Choices Charter School California School Dashboard Local Indicators – R
LCAP Choices Charter School – A [Public Hearing 06/13/23]
Adoption of the 2023-2024 Budget – A [Public Hearing 06/13/23]
*2022-2023 Actuarial Report (OPEB) – A
*Charter School 2021-2022 Audit Reports (Aspire, Atkinson, CMP, GIS, GV, OFY) – A
*CARES Act Budget Modification (ECE) – A

Bassanelli
Bassanelli
Ginter
Ginter
Stahlheber
Oropallo
Stahlheber
Townsend-Snider

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