



San Juan
Unified School District

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

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

PUBLIC PARTICIPATION GUIDELINES

Board of Education meetings are held in person in the board room located at 3738 Walnut Avenue, Carmichael, California. Public attendance is welcome and encouraged. 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.
2. **Online Submission of Public Comment.** Written public comment may be submitted using the public comment form located on the district website at <https://www.sanjuan.edu/boardmeeting>. Comments received by 3:30 p.m., on October 26, 2021, will be provided to the members of the board prior to the meeting. Comments received after 3:30 p.m., on October 26, 2021, may be read on the record during this meeting subject to time limits established in Board Bylaw 9323.

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

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

Board of Education Agenda October 26, 2021

A. OPEN SESSION/CALL TO ORDER/WORKSHOP	4:00 p.m. - 5:15 p.m.
1. Open Enrollment Material provided.	(Kern)

Discussion: The superintendent is recommending that the board review and discuss open enrollment, board policies and education codes related to this item, and the impact it has on school enrollment.

B. ANNOUNCEMENT OF CLOSED SESSION TOPICS – 5:30 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.

C. CLOSED SESSION – 5:30 p.m.

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

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

E. APPROVAL OF THE MINUTES – October 12, 2021, regular meeting, pages 2384-2387.

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

1. Recognition

a. School Psychology Awareness Week

(Calvin)

Action: Adoption of Resolution No. A-408 proclaiming the week of November 8-12 as School Psychology Awareness Week.

2. High School Student Council Reports

3. Staff Reports

4. Board-appointed/District Committees

5. Employee Organizations

6. Other District Organizations

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

G. VISITOR COMMENTS – 6:45 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.

H. CONSENT CALENDAR – H-1/H-10 – 7:15 p.m.

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

1. *Personnel – appointments, leaves of absence, separations, errata, and charter school personnel actions.
2. *Purchasing Report – purchase orders and service agreements and change orders.
3. *Business/Financial Report – warrants and payroll.
4. Acceptance of the following gifts: (# = donor's estimate)
Bella Vista High School: from Bella Vista Student Body – for portable sound system and four microphones: \$5,419.81.
El Camino Fundamental High School: from El Camino High School Class of 1954: \$1,934.31.
Mesa Verde High School: from Mesa Verde Yearbook Club – for six cameras and two computers: \$15,662.43; from Mesa Verde Baseball – for two pitching machines: \$2,838.36.
5. *Approval to dispose of surplus property pursuant to Board Policy 3270 and Education Code sections 17545 and 17546.
6. *Approval of the School Plan for Student Achievement (SPSA) and corresponding budget for Starr King K-8.
7. *Approval of the donation or disposal of surplus/obsolete instructional materials by any economical means for the 2021-2022 school year pursuant to Board Policy 3270.
8. *Approval of two student members to the Local Control and Accountability Plan Parent Advisory Committee.
9. *Adoption of Resolution No. 3087 awarding the lease-leaseback contract for Rio Americano High School to Core Construction, pursuant to Education Code section 17406.
10. *Approval of the warehouse lease agreement between San Juan Unified and DHB Sacramento Plaza LLC effective 1/1/2022-12/31/2024 for additional storage space for surplus furniture due to construction projects.

*Material provided.

I. CONSENT CALENDAR (continued, if necessary)

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

J. BUSINESS ITEMS

1. School Start Times 2022-2023 – 7:20 p.m.

(Kern)

Material provided.

Discussion: regarding school start times for the 2022-2023 school year in response to Senate Bill 328.

2. ESSER III Expenditure Plan – 8:00 p.m.

(Bassanelli)

Material provided. (Discussed: 10/12/2021)

Action: The superintendent is recommending that the board approve the Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan.

3. Public Hearing: Conveyance of Permanent Easement at Mesa Verde High School – 8:05 p.m.

(Camarda)

Material provided. (Discussed: 09/28/2021)

Public Hearing/Action: regarding the proposed conveyance at Mesa Verde High School and to adopt Resolution No. 3083 conveying one permanent easement at Mesa Verde High School to the Citrus Heights Water District.

4. Public Hearing: Conveyance of Temporary Easement at Mesa Verde High School – 8:10 p.m.

(Camarda)

Material provided. (Discussed: 09/28/2021)

Public Hearing/Action: regarding the proposed conveyance at Mesa Verde High School and to adopt Resolution No. 3085 conveying one temporary easement at Mesa Verde High School to the Citrus Heights Water District.

5. Variable Term Waivers – 8:15 p.m.

(Oropallo)

Material provided.

Action: The superintendent is recommending that the board approve the submission of seven Variable Term Waivers to the California Commission on Teacher Credentialing.

6. Assignment of Teachers Outside Regular Base Credential – 8:20 p.m.

(Oropallo)

Material provided.

Action: The superintendent is recommending that the board adopt Resolution No. 3088 authorizing the assignment of certificated employees to areas outside their authorized credential during the 2021-2022 school year per Education Code sections 44256(b), 44258.2, 44263 and 44865.

7. Provisional Internship Permit – 8:25 p.m.

(Oropallo)

Material provided.

Action: The superintendent is recommending that the board approve the submission of one Provisional Internship Permit to the California Commission on Teacher Credentialing effective 08/10/2021-06/30/2022.

K. BOARD REPORTS – 8:30 p.m.**L. FUTURE AGENDA – 8:40 p.m.**

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

M. VISITOR COMMENTS – 8:45 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.

C. CLOSED SESSION (continued, if necessary)

Announcement of topics/announcement of actions.

N. ADJOURNMENT – 8:50 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
BOARD OF EDUCATION**

AGENDA ITEM: A-1

MEETING DATE: 10/26/2021

SUBJECT: Open Enrollment

CHECK ONE:

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

DEPARTMENT: Administration

ACTION REQUESTED:

The superintendent is recommending that the board review and discuss open enrollment, board policies and education codes related to this item, and the impact it has on school enrollment.

RATIONALE/BACKGROUND:

The governing board of each school district, as a condition for the receipt of school apportionments from the State School fund, shall adopt rules and regulations establishing a policy of open enrollment within the district for district residents. This requirement does not apply to a school district that has only one school or a school district with schools that do not serve any of the same grade levels.

[“California Education Code Section 35160.5\(b\)](#) permits parents to indicate a preference for the school which their child will attend, irrespective of the child’s place of residence within the district, and requires the district to honor this parent preference if the school has sufficient capacity without displacing other currently enrolled students.

Districts are encouraged to give preference to siblings attending the same school and to consider the location of parents’ places of employment or established child care arrangements in determining enrollment priority. Districts are allowed to make case-by-case exceptions in order to ameliorate harmful or dangerous situations.”

San Juan Unified has eight schools, six elementary, one middle, and one high school that are non-boundary schools and are entirely populated through the open enrollment process. Additionally, specialized programs such as International Baccalaureate, Rapid Learner, Dual Immersion and Montessori can be accessed through open enrollment or based on placement criteria. For the 2019-20 school year, approximately 5800 students attended either a non-boundary school or one of the specialized programs. This equates to over 14% of the total population of the district.

ATTACHMENTS:

- A: Presentation
- B: Education Code Section 35160.5
- C: Board Policy 5116 School Attendance Boundaries
- D: Board Policy 5116.1 Intradistrict Open Enrollment
- E: Administrative Regulation 5116.1 Intradistrict Open Enrollment
- F: Open Enrollment Brochure
- G: San Juan Unified School District Fall Attendance Matrices
- H: Non-boundary School Enrollment Scattergrams (2019)

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

N/A

FISCAL IMPACT:

N/A

PREPARED BY:

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

Frank Camarda, Chief Operations Officer *FC*

Kent Kern, Superintendent of Schools *KK*

San Juan Unified School District

Open Enrollment

Board of Education Workshop
October 26, 2021



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Our Why: SJUSD Equity Belief Statement

Through policies, practices, programs and decisions, San Juan will reduce the predictability of which students fail by utilizing an equity lens to eliminate barriers for our specific populations.

We will honor and empower all members of our district community to achieve their highest potential by increasing access and addressing barriers within our system.



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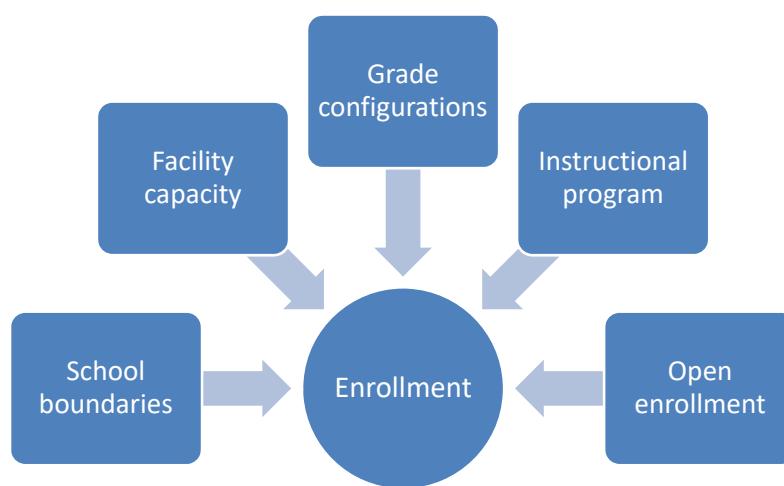
Common Assumptions About Open Enrollment

- “The district chooses to implement Open Enrollment.”
- “Neighborhood students and families are not accessing non-boundary schools.”
- “Students who...
 - speak English as a second language,
 - identify as low-income, or
 - are from other underrepresented groups...are not accessing the Open Enrollment process.”



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Factors that Impact Enrollment



4

What is Open Enrollment?

- Open Enrollment is a process to request a school other than a student's neighborhood school or to return to a neighborhood school following a transfer.
 - Process is open to SJUSD residents
 - Determined by lottery
 - Influenced by space availability within a program or school
 - Transportation is the responsibility of the parent/guardian
- Timeline: December 6, 2021 – January 21, 2022



Who Should Apply for Open Enrollment?

- If a student wants to attend a school other than their current school or school of residence
- If a student wants to attend a non-boundary school:
 - Cowan Fundamental K-6
 - Dewey Fundamental K-6
 - Green Oaks Fundamental K-5
 - Cambridge Heights Open K-5
 - Mission Avenue Open K-6
 - Orangevale Open K-8
 - Arcade Fundamental Middle School 6-8
 - El Camino Fundamental High School 9-12
- If a student wants to attend a middle school instead of a K-8 resident school.



The Transfer Process

- **Inter-district transfer:** Families living outside of the SJUSD boundaries may submit an inter-district transfer permit to attend a school in SJUSD.
 - This process is accessible all year.
 - Priority window begins the first week in January and closes at the end of February.
- **Intra-district transfer:** Families living within SJUSD boundaries who want to attend a different SJUSD school, may submit an intra-district transfer application.
 - This process is accessible all year.
 - Priority window begins the first week of March and closes at the end of April.



Specialized Programs

Rapid Learner (2-6)

- Del Paso Manor Elementary
- Mary Deterding Elementary
- Pershing Elementary

International Baccalaureate (TK-12)

- Thomas Kelly Elementary
- Winston Churchill Middle School
- Mira Loma High School

Dual Immersion (K-8)

- Thomas Edison Language Institute

Montessori (TK-5)

- Cottage Elementary

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Education Code

"California Education Code Section 35160.5(b) permits parents to indicate a preference for the school which their child will attend, irrespective of the child's place of residence within the district, and requires the district to honor this parental preference if the school has sufficient capacity without displacing other currently enrolled students.

Districts are encouraged to give preference to siblings attending the same school and to consider the location of parents' places of employment or established child care arrangements in determining enrollment priority. Districts are allowed to make case-by-case exceptions in order to ameliorate harmful or dangerous situations."

[California Department of Education re: District Transfers](#)



Board Policies & Administrative Regulations

Board Policy 5116
School Attendance
Boundaries

Board Policy
And
Administrative Regulation
5116.1
Intradistrict Open Enrollment



Questions



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Open Enrollment and Transfer Data

- 2019 Open Enrollment:

	Placed	Not Placed	Total	Percent Placed
Open Enrollment	3,173	730	3,903	81%

- Top 6 schools with limited placements:

1. Deterding (90)
2. Churchill (70)
3. Bella Vista (68)
4. Orangevale Open (63)
5. Mission Avenue (45)
6. Mariemont (42)

- 2019 Transfers:

Transfers	Placed	Not Placed	Total	Percent Placed
Inter	815	413	1,228	66%
Intra	1,780	1,558	3,338	53%
Totals	2,595	1,971	4,566	57%

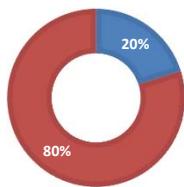
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Open Enrollment and Transfer Participation Low Income

TOTAL OPEN ENROLLMENT AND TRANSFER PARTICIPATION

■ Low Income ■ Not Low Income



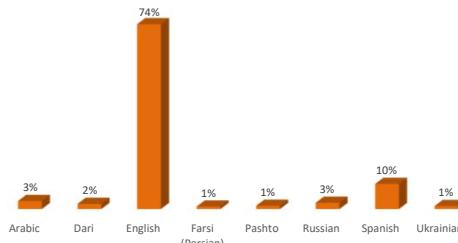
2019 SJUSD Low Income Rate:
53.2%

Low Income	Placed	Not Placed	Total Participants	Percent Placed
Open Enrollment	589	145	734	80%
Inter	124	33	157	79%
Intra	444	367	811	55%



Open Enrollment and Transfer Participation Primary Language

TOTAL OPEN ENROLLMENT AND TRANSFER PARTICIPATION BY PRIMARY LANGUAGE



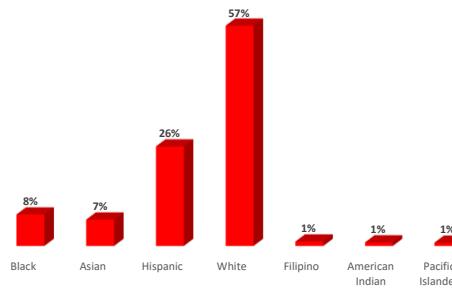
2019 SJUSD Primary Language	%
Arabic	2.1%
Dari	3.1%
English	73.2%
Farsi	1.2%
Pashto	1.7%
Russian	2.1%
Spanish	10.9%
Ukrainian	1.2%

Primary Language Other than English	Placed	Not Placed	Total Participants	Percent Placed
Open Enrollment	691	181	872	79%
Inter	220	71	291	76%
Intra	548	509	1057	52%



Open Enrollment and Transfer Participation Ethnicity

TOTAL OPEN ENROLLMENT AND TRANSFER
PARTICIPATION BY ETHNICITY



2019 SJUSD Demographics	%
African American	7.1%
American Indian or Alaska Native	0.6%
Asian	6.8%
Filipino	1.1%
Hispanic	25.1%
Pacific Islander	0.7%
White	51.3%

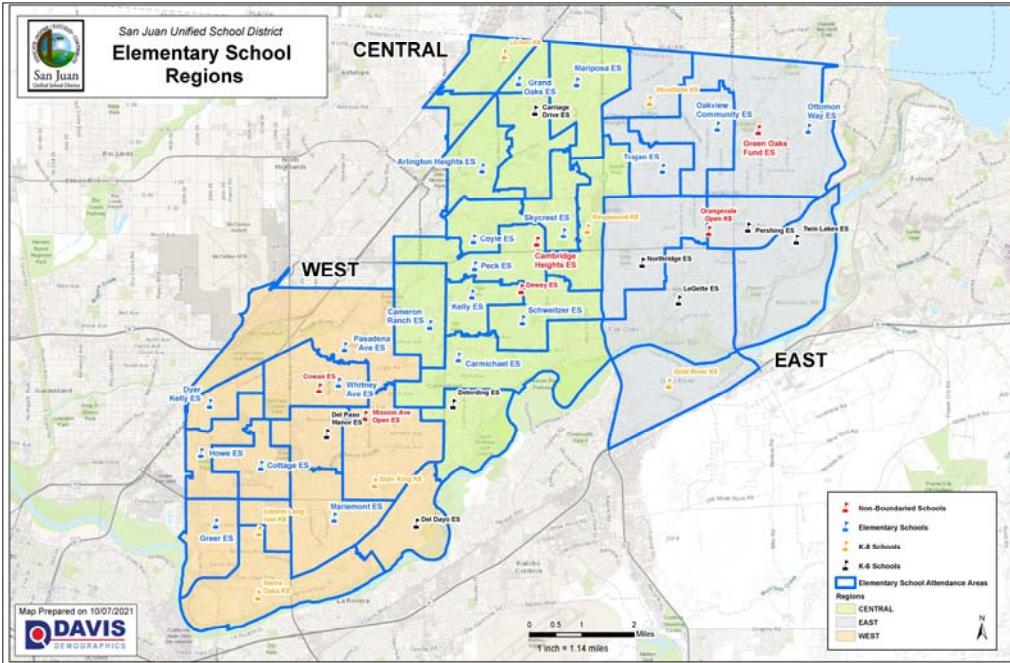
Ethnicity	Placed	Not Placed	Total Participants	Percent Placed
Open Enrollment	1,208	291	1,499	81%
Inter	430	132	562	77%
Intra	868	832	1,700	51%



Questions



Existing Boundaries: Elementary Schools



2019-20 Transfer Data: Elementary

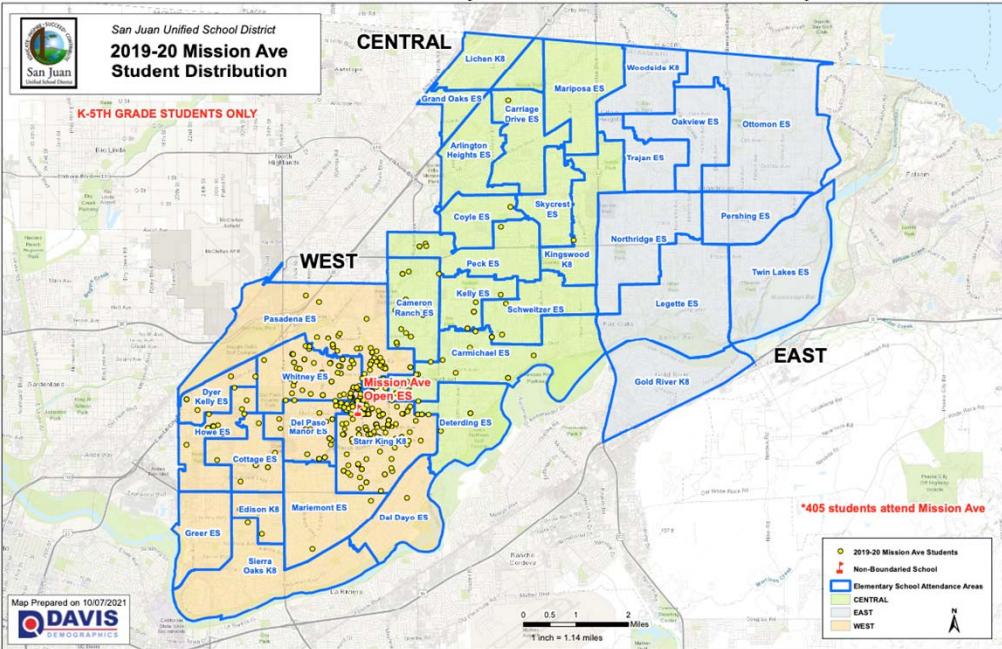
School Attendance Area	Transfer Out Rates (%)	School Attendance Area	Transfer Out Rates (%)	School Attendance Area	Transfer Out Rates (%)
Arlington Heights*	44.9	Grand Oaks*	41.3	Pasadena Avenue*	56.8
Cameron Ranch*	49.9	Greer*	30.5	Peck, Charles*	57.9
Carmichael*	55.6	Howe*	28.3	Pershing	27.4
Carriage Drive	29.1	Kelly, Thomas*	36.7	Schweitzer	42.1
Cottage*	47.5	Kingswood*	50.5	Sierra Oaks	22.2
Coyle*	53.3	LeGette, Earl	32.0	Skycrest*	41.7
Del Dayo	8.6	Lichen*	19.3	Starr King*	58.2
Del Paso Manor*	36.0	Mariemont	12.8	Trajan	33.0
Deterding, Mary	17.0	Mariposa*	47.8	Twin Lakes	25.5
Dyer-Kelly*	20.9	Northridge*	58.6	Whitney*	52.5
Edison, Thomas*	25.3	Oakview Community	39.9	Woodside	36.7
Gold River Discovery Center	6.0	Ottomon	48.4		



Highlighted schools have a “transfer out rate” above 40%.

* Title I school

Non-Boundary School Example



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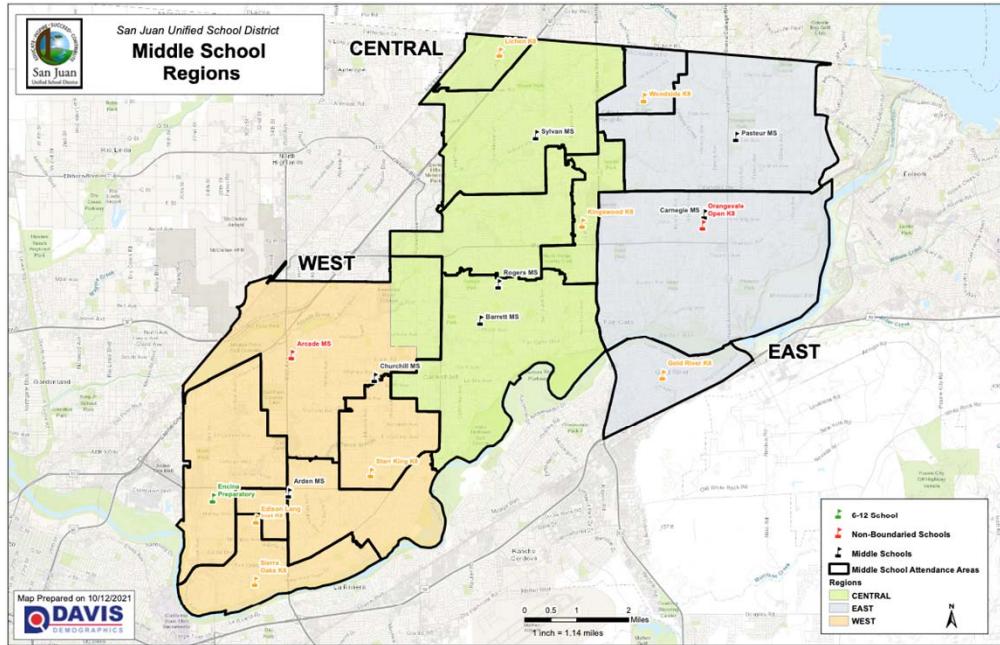
 San Juan
 Unified School District

Questions

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 San Juan
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Existing Boundaries: Middle Schools



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 San Juan Unified School District

2019-20 Transfer Data: Middle Schools and K-8 Schools

Middle School Attendance Area	Transfer Out Rates (%)
Arden	29.4
Barrett	43.3
Carneige, Andrew	43.3
Churchill, Winston	53.8
Edison, Thomas*	47.7
Encina Preparatory (Katherine Johnson Middle School)*	59.5
Gold River Discovery Center	24.3
Kingswood*	54.1

Middle School Attendance Area	Transfer Out Rates (%)
Lichen*	25.3
Pasteur, Louis	25.7
Rogers, Will*	43.0
Sierra Oaks	43.5
Starr King*	58.9
Sylvan*	32.7
Woodside	48.4

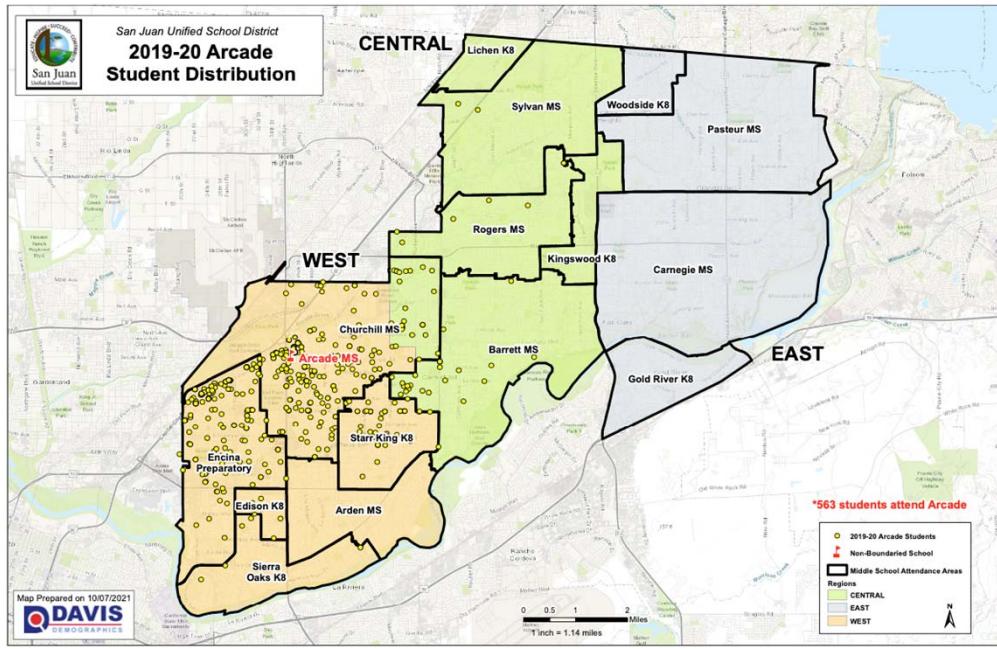
22

 San Juan Unified School District

Highlighted schools have a “transfer out rate” above 40%.

* Title I school

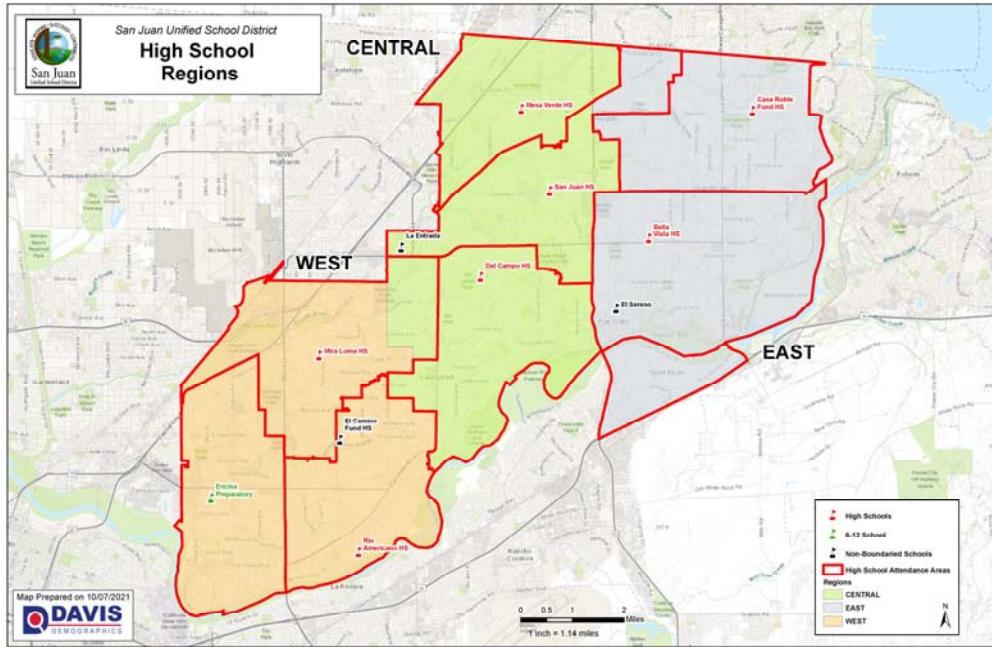
Non-Boundary School Example



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San Juan
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Existing Boundaries: High Schools



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San Juan
Unified School District

2019-20 Transfer Data: High Schools

High School Attendance Area	Transfer Out Rates (%)
Bella Vista	21.1
Casa Roble Fundamental	26.8
Del Campo	38.0
Encina Preparatory*	64.4
Mesa Verde	39.4
Mira Loma	49.1
Rio Americano	37.9
San Juan*	69.0

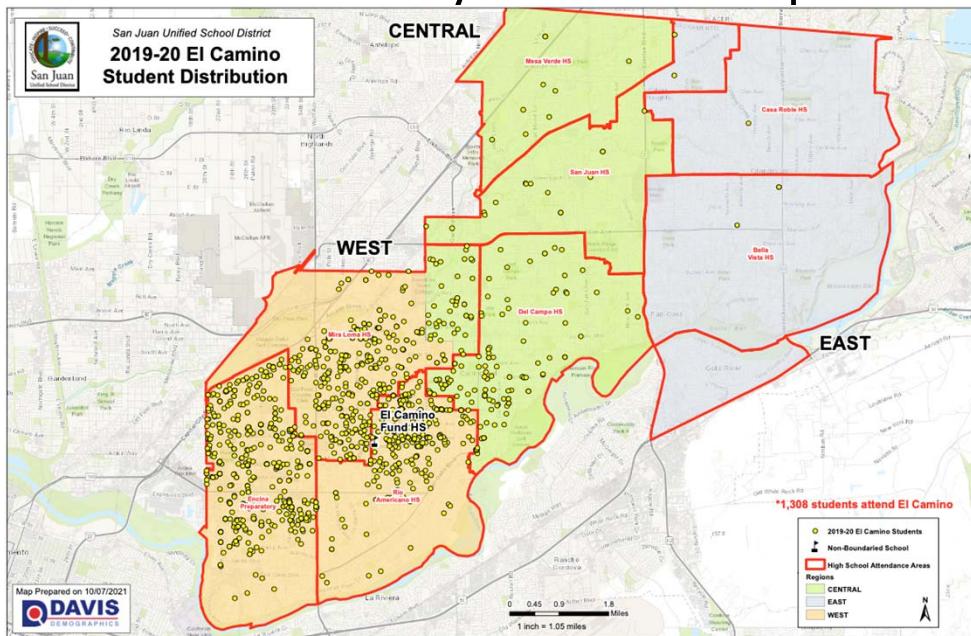
Highlighted schools have a “transfer out rate” above 40%.

* Title I school



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Non-Boundary School Example



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Key Findings

- Low income families participate in the Open Enrollment and Transfer process at a disproportionately low rate.
- Neighborhood students and families are accessing non-boundary schools within their neighborhoods.
- Participation in the Open Enrollment and Transfer process by underrepresented groups does not appear to be disproportionate.



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Questions and Discussion



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State of California

EDUCATION CODE

Section 35160.5

35160.5. (a) The governing board of a school district that maintains one or more schools containing any of grades 7 to 12, inclusive, as a condition for the receipt of inflation adjustments pursuant to Section 42238.02, as implemented by Section 42238.03, shall establish a school district policy regarding participation in extracurricular and cocurricular activities by pupils in grades 7 to 12, inclusive. The criteria, which shall be applied to extracurricular and cocurricular activities, shall ensure that pupil participation is conditioned upon satisfactory educational progress in the previous grading period.

(1) For purposes of this subdivision, “extracurricular activity” means a program that has all of the following characteristics:

- (A) The program is supervised or financed by the school district.
- (B) Pupils participating in the program represent the school district.
- (C) Pupils exercise some degree of freedom in either the selection, planning, or control of the program.
- (D) The program includes both preparation for performance and performance before an audience or spectators.

(2) For purposes of this subdivision, an “extracurricular activity” is not part of the regular school curriculum, is not graded, does not offer credit, and does not take place during classroom time.

(3) For purposes of this subdivision, a “cocurricular activity” is defined as a program that may be associated with the curriculum in a regular classroom.

(4) A teacher-graded or required program or activity for a course that satisfies the entrance requirements for admission to the California State University or the University of California is not an extracurricular or cocurricular activity as defined by this section.

(5) For purposes of this subdivision, “satisfactory educational progress” shall include, but not necessarily be limited to, both of the following:

(A) Maintenance of minimum passing grades, which is defined as at least a 2.0 grade point average in all enrolled courses on a 4.0 scale.

(B) Maintenance of minimum progress toward meeting the high school graduation requirements prescribed by the governing board.

(6) For purposes of this subdivision, “previous grading period” does not include a grading period in which the pupil was not in attendance for all, or a majority of, the grading period due to absences excused by the school for reasons such as serious illness or injury, approved travel, or work. In that event, “previous grading period” means the grading period immediately before the grading period or periods excluded pursuant to this paragraph.

(7) A program that has, as its primary goal, the improvement of academic or educational achievements of pupils is not an extracurricular or cocurricular activity as defined by this section.

(8) (A) The governing board of each school district may adopt, as part of its policy established pursuant to this subdivision, provisions that would allow a pupil who does not achieve satisfactory educational progress, as defined in paragraph (5), in the previous grading period to remain eligible to participate in extracurricular and cocurricular activities during a probationary period. The probationary period shall not exceed one semester in length, but may be for a shorter period of time, as determined by the governing board of the school district. A pupil who does not achieve satisfactory educational progress, as defined in paragraph (5), during the probationary period shall not be allowed to participate in extracurricular and cocurricular activities in the subsequent grading period.

(B) Notwithstanding subparagraph (A), the governing board of each school district may adopt a policy that would allow a probationary period to exceed one semester in length through the completion of the 2020–21 school year due to the impact of COVID-19.

(9) This subdivision does not preclude the governing board of a school district from imposing a more stringent academic standard than that imposed by this subdivision. If the governing board of a school district imposes a more stringent academic standard, the governing board shall establish the criteria for participation in extracurricular and cocurricular activities at a meeting open to the public pursuant to Section 35145.

(10) The governing board of each school district annually shall review the school district policies adopted pursuant to the requirements of this section.

(b) (1) On or before July 1, 1994, the governing board of each school district, as a condition for the receipt of school apportionments from the State School Fund, shall adopt rules and regulations establishing a policy of open enrollment within the district for residents of the district. This requirement does not apply to a school district that has only one school or a school district with schools that do not serve any of the same grade levels.

(2) The policy shall include all of the following elements:

(A) It shall provide that the parent or guardian of each schoolage child who is a resident in the district may select the schools the child shall attend, irrespective of the particular locations of the child's residence within the district, except that school districts shall retain the authority to maintain appropriate racial and ethnic balances among their respective schools at the school districts' discretion or as specified in applicable court-ordered or voluntary desegregation plans.

(B) It shall include a selection policy for a school that receives requests for admission in excess of the capacity of the school that ensures that selection of pupils to enroll in the school is made through a random, unbiased process that prohibits an evaluation of whether a pupil should be enrolled based upon the pupil's academic or athletic performance. The governing board of a school district shall calculate the capacity of the schools in the district for purposes of this subdivision in a nonarbitrary

manner using pupil enrollment and available space. However, school districts may employ existing entrance criteria for specialized schools or programs if the criteria are uniformly applied to all applicants. This subdivision shall not be construed to prohibit school districts from using academic performance to determine eligibility for, or placement in, programs for gifted and talented pupils established pursuant to former Chapter 8 (commencing with Section 52200) of Part 28 of Division 4, as that chapter read on January 1, 2014.

(C) It shall provide that a pupil who currently resides in the attendance area of a school shall not be displaced by pupils transferring from outside the attendance area.

(3) Notwithstanding the requirement of subparagraph (B) of paragraph (2) that the policy include a selection policy for a school that receives requests for admission in excess of the capacity of the school that ensures that the selection is made through a random, unbiased process, the policy may include either of the following elements:

(A) (i) It may provide that special circumstances exist that might be harmful or dangerous to a particular pupil in the current attendance area of the pupil, including, but not necessarily limited to, threats of bodily harm or threats to the emotional stability of the pupil, that serve as a basis for granting a priority of attendance outside the current attendance area of the pupil. A finding of harmful or dangerous special circumstances shall be based upon either of the following:

(I) A written statement from a representative of the appropriate state or local agency, including, but not necessarily limited to, a law enforcement official or a social worker, or properly licensed or registered professionals, including, but not necessarily limited to, psychiatrists, psychologists, marriage and family therapists, clinical social workers, or professional clinical counselors.

(II) A court order, including a temporary restraining order and injunction, issued by a judge.

(ii) A finding of harmful or dangerous special circumstances pursuant to this subparagraph may be used by a school district to approve transfers within the district to schools that have been deemed by the school district to be at capacity and otherwise closed to transfers that are not based on harmful or dangerous special circumstances.

(B) It may provide that schools receiving requests for admission shall give priority for attendance to siblings of pupils already in attendance in that school and to pupils whose parent or legal guardian is assigned to that school as their primary place of employment.

(4) To the extent required and financed by federal law and at the request of the pupil's parent or guardian, each school district shall provide transportation assistance to the pupil.

(Amended by Stats. 2020, Ch. 64, Sec. 1. (AB 908) Effective September 11, 2020.)

San Juan USD | BP 5116 Students

School Attendance Boundaries

The Governing Board shall establish school attendance boundaries in order to maximize the efficient use of district facilities and effective administration of district schools. The Superintendent or designee shall periodically review school attendance boundaries and, as necessary, make recommendations to the Board for boundary adjustments.

When reviewing school attendance boundaries, the Superintendent or designee shall consider the following factors:

1. School enrollment data, including declining enrollment patterns
2. Facility capacity and design, including potential commercial and residential developments
3. School feeder patterns, including maintaining, to the extent practicable, continuity of student attendance
4. Federal, state, or court mandates
5. Community input
6. Student safety
7. Transportation
8. Community and neighborhood identity
9. Geographic features of the district, including traffic patterns
10. Educational programs, such as magnet schools and charter schools
11. Consistency between municipal boundaries and high school boundaries
12. Other factors

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

In order to alleviate overcrowding, the Superintendent or designee may place some students in a school outside of their attendance area. Parents/guardians of students who are attending schools outside of their attendance area shall be notified of the school their child will be attending as soon as possible.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

35160.5 District policies; rules and regulations

35291 Rules

35350 Transportation of students

35351 Assignment of students to particular schools

GOVERNMENT CODE

53311-53317.5 Establishment of community facilities district

CALIFORNIA CONSTITUTION

Article I, Section 31 Discrimination based on race, sex, color, ethnicity

COURT DECISIONS

Crawford v. Huntington Beach Union High School District (2002) 98 Cal.App.4th 1275

Crawford v. Board of Education (1976) 17 Cal.3d 280

Jackson v. Pasadena City School District (1963) 59 Cal.2d 876

Management Resources:

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Policy SAN JUAN UNIFIED SCHOOL DISTRICT

adopted: June 9, 1992 Carmichael, California

effective: September 1, 1992

revised: May 26, 2009

revised: October 26, 2010

Board Policy Manual
San Juan Unified School District
Printed: 09/29/2021 02:18 PM

Policy 5116.1: Intradistrict Open Enrollment

Status:
ADOPTED

Original Adopted Date: 10/26/2010 | **Last Revised Date:** 02/09/2021 | **Last Reviewed Date:** 02/09/2021

The governing board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while maximizing the efficient use of district facilities and resources. The superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, board policy, and administrative regulation.

(The parent/guardian of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code section 35160.5)

The board shall annually review this policy. (Education Code sections 35160.5, 48980)

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for intradistrict open enrollment shall be submitted between the first Monday in December and the third Friday in January of the school year preceding the school year for which the transfer is requested.

Enrollment Priorities

The superintendent or designee shall grant priority for enrollment of a student in a district school outside of the student's attendance area, if the student:

1. Is a victim of a violent crime while on school grounds. (20 USC 7912)
2. Is enrolled in a district school designated by the California Department of Education ("CDE") as "persistently dangerous." (20 USC 7912; 5 CCR 11992)
3. Is a victim of an act of bullying committed by another district student, as determined through an investigation following the parent's/guardian's submission of a written complaint with the school, district, or local law enforcement agency pursuant to Education Code section 234.1. (Education Code section 46600) If the district school requested by the student is at maximum capacity, the superintendent or designee shall accept an intradistrict transfer request for another district school. (Education Code section 46600)
4. Is currently enrolled in a district school identified by CDE for comprehensive support and improvement, with priority given to the lowest academically achieving students from low-income families as determined pursuant to 20 USC 6313(a)(3). (20 USC 6311)
5. Is experiencing special circumstances that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these special circumstances, the superintendent or designee must have received either:
(Education Code section 35160.5)
 - a. A written statement from a representative of an appropriate state or local agency, including, but not necessarily limited to, a law enforcement official, a social worker, or a properly licensed or registered professional, including, but not limited to, a psychiatrist, psychologist, or marriage and family therapist, clinical social worker, or professional counselor.
 - b. A court order, including a temporary restraining order and injunction.
6. Is a sibling of another student already attending that school.

7. has a parent/guardian whose primary place of employment is that school.

No student who currently resides in the attendance area of a school shall be displaced by students transferring from outside the attendance area. (Education Code section 35160.5)

For all other applications for enrollment from outside a school's attendance area, the superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. A school's capacity shall be calculated in a nonarbitrary manner using student enrollment and available space. (Education Code section 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance. However, existing entrance criteria may be used for enrolling students in specialized schools or programs provided that the criteria are uniformly applied to all applicants. In addition academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code section 35160.5)

Transportation

In general, the district shall not be obligated to provide transportation for students who attend school outside of their attendance area

However, upon parent/guardian request, the district shall provide transportation assistance to any student who is eligible for free or reduced-price meals and whose enrollment in a district school outside the student's attendance area is a result of being the victim of bullying. (Education Code section 46600)

adopted: October 26, 2010

effective: October 27, 2010

revised: March 22, 2011

revised: January 28, 2014

revised: October 11, 2016

revised: February 12, 2019

revised: February 9, 2021

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

State References

5 CCR 11992-11994

Ed. Code 200

Ed. Code 35160.5

Ed. Code 35291

Ed. Code 35351

Ed. Code 46600-46611

Ed. Code 48200

Ed. Code 48204

Ed. Code 48300-48316

Ed. Code 48980

Description

Definition of persistently dangerous schools

Equal rights and opportunities in state educational institutions

District policies; rules and regulations

Rules

Assignment of students to particular schools

Interdistrict attendance agreements

Compulsory attendance

Residency requirements for school attendance

Student attendance alternatives, school district of choice program

Notice at beginning of term

Federal References

Description

20 USC 6311	State plan
20 USC 6313	Eligibility of schools and school attendance areas; funding allocation
20 USC 7912	Transfers from persistently dangerous schools
Management Resources References	Description
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 95 (2002)
California Department of Education Publication	Public School Choice FAQs
California Department of Education Publication	Every Student Succeeds Act - Update #8, July 14, 2017
Court Decision	Crawford v. Huntington Beach Union High School District (2002) 98 Cal.App.4th 1275
U.S. Department of Education Publication	Unsafe School Choice Option, May 2004
Website https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==	California Department of Education -
Website https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==	CSBA -
Website https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==	U.S. Department of Education -
Cross References	Description
1312.3 https://simbli.eboardsolutions.com/SU/bHklgUHHaYmkGwztWWslsh5kA==	Uniform Complaint Procedures -
1312.3 https://simbli.eboardsolutions.com/SU/xpzgbMCJXon7uCU56P7ITg==	Uniform Complaint Procedures -
3540 https://simbli.eboardsolutions.com/SU/scjk9pA7slsha7EO6MBDUJS8w==	Transportation -
5111 https://simbli.eboardsolutions.com/SU/p8MFs47RLjZjm6NwgJt2A==	Admission -
5111 https://simbli.eboardsolutions.com/SU/cliWjigYmN0jC0JaZuDI0Q==	Admission -
5111.1 https://simbli.eboardsolutions.com/SU/plusz6ZaX7QhnEPOwegplusYDylw==	District Residency -
5111.1 https://simbli.eboardsolutions.com/SU/T7HPewAXrNzC7gr5MUgihg==	District Residency -
5116 https://simbli.eboardsolutions.com/SU/zTfTe2DiQplusmSAZV9xdhkSw==	School Attendance Boundaries -
5117 https://simbli.eboardsolutions.com/SU/oaOEV7uZd4AEIvKXIRH1tg==	Interdistrict Attendance -
5117 https://simbli.eboardsolutions.com/SU/pZQLB9VpyRecsulswkBWXA==	Interdistrict Attendance -
5131.2 https://simbli.eboardsolutions.com/SU/F3rjiBawCs1rYV3uu2slshYbg==	Bullying -
5131.2 https://simbli.eboardsolutions.com/SU/POSaZB8b2XpiRZWcqXRopw==	Bullying -
5131.7 https://simbli.eboardsolutions.com/SU/6GMdAd9Pqkiotsy5C3P9plusQ==	Weapons And Dangerous Instruments -
	Weapons And Dangerous Instruments -

5131.7 <https://simbli.eboardsolutions.com/SU/T1lg2aFxOsIshSInDy7Wne3KQ==>

Parental Notifications -

5145.6-E(1) <https://simbli.eboardsolutions.com/SU/MAtAi4W2zQPC0a8ddQplusgsIshA==>

Identification And Education Under Section 504 -

6164.6 <https://simbli.eboardsolutions.com/SU/azageV8fvchGVKfm4dy3GA==>

Identification And Education Under Section 504 -

6164.6 <https://simbli.eboardsolutions.com/SU/sH1iPYdXUsIsh3HWQAbFp93Ig==>

San Juan USD | AR 5116.1 Students

Intradistrict Open Enrollment

To implement intradistrict open enrollment pursuant to Education Code section 35160.5:

1. Open enrollment applications shall be available on the district website and at San Juan Central.
2. Students of parents/guardians who submit applications to the district during the open enrollment period shall be eligible for admission to their school of choice on a space available basis the following school year under the district's open enrollment policy.
3. Enrollment in a school of choice shall be determined by lot from the eligible applicant pool, and a waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year. Applications received after the open enrollment period will be processed as intradistrict transfers after the open enrollment placements have been made.
4. The superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list.
5. Approved applicants who will be newly enrolled in the district must confirm their enrollment within 10 school days of receipt of written notification.

Once enrolled, a student shall not be required to reapply for readmission. However, a student may be subject to displacement due to excessive enrollment.

The district shall monitor student enrollment to prevent overloads in grades for neighborhood students due to over acceptance of open enrollment placements. The district reserves the right to monitor spaces and reserve spots for neighborhood students who enroll after the beginning of the school year.

For purposes of this administrative regulation, "employee" means any person in the service of San Juan Unified School district who is under any appointment or contract of hire. This includes those individuals employed in regular positions, full time or part time, and does not include individuals hired as substitutes, school playground recreation aids, stipend or other short term positions.

Priorities

1. Elementary School Priorities

First Priority

- a. Sibling(s) of a student currently enrolled in the requested school and who will continue to attend the requested school through the next school year.
- b. Students whose parent/guardian is assigned as an employee to that school as his/her primary place of employment.
- c. Students whose school of residence for the following year receives Title I funds and is identified as very low achieving or is eligible for Comprehensive Support and Improvement.

Second Priority

a. Students residing within a 40 percent superimposed radius of a nonboundaried, choice elementary school. The radius is to be defined yearly by 40 percent of the total enrollment of each nonboundaried, choice elementary school.

b. Students whose parent/guardian is an employee of San Juan Unified School District.

Third Priority

All students who are residents of the San Juan Unified School District and who do not qualify for priority one or two.

Fourth Priority

Interdistrict transfer students

2. Middle and High School Priorities

First Priority

a. Sibling(s) of a student currently enrolled in the requested school and who will continue to attend the requested school through the next school year.

b. Students whose parent/guardian is assigned as an employee to that school as his/her primary place of employment.

c. Students whose school of residence for the following year receives Title I funds and is identified as very low achieving or is eligible for Comprehensive Support and Improvement.

Second Priority

a. Students who have successfully completed fundamental or International Baccalaureate schools and wish to continue in a fundamental or International Baccalaureate program.

b. Students whose parent/guardian is an employee of San Juan Unified School District.

c. Students who reside outside the school's attendance area, but in an attendance grid adjacent to the middle or high school attendance boundary.

Third Priority

All students who are residents of the San Juan Unified School District and who do not qualify for priority one or two.

Fourth Priority

Interdistrict transfer students.

Notifications

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include: (Education Code section 48980)

1. All options for meeting residency requirements for school attendance.
(cf. 5111.1 - District Residency)
2. Program options offered within local attendance areas.
3. A description of any special program options available on both an interdistrict and intradistrict basis.
4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied.
5. A district application form for requesting a change of attendance.
6. The explanation of attendance options under California law as provided by the California Department of Education.

Transfers for Victims of a Violent Criminal Offense

Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the superintendent or designee. In determining whether a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident on a case-by-case basis and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

Transfers from a "Persistently Dangerous" School

Within 10 school days after receiving notification from the California Department of Education (CDE) that a district school has been designated as "persistently dangerous," the superintendent or designee shall notify parents/guardians of the school's designation. Within 10 school days after this notification has been provided to parents/guardians, the superintendent or designee shall notify parents/guardians of their option to transfer their child.

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide written notification to the superintendent or designee and shall rank-order their preferences from among all schools identified by the superintendent or designee as eligible to receive transfer students. The superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The superintendent or designee shall consider the needs and preferences of students and parents/ guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students who accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently

dangerous." The superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

Regulation SAN JUAN UNIFIED SCHOOL DISTRICT

approved: June 9, 1992 Carmichael, California

effective: September 1, 1992

revised by Superintendent's Cabinet: August 2, 1994

revised by Superintendent's Cabinet: June 21, 1999

revised by Deputy Superintendent's Cabinet: October 21, 2003

revised by Superintendent's Cabinet: May 19, 2009

revised by Superintendent's Cabinet: October 4, 2010

revised by Superintendent's Cabinet: October 19, 2015

revised by Superintendent's Cabinet: September 19, 2016

revised by Superintendent's Cabinet: September 18, 2017

revised by Superintendent's Cabinet: November 12, 2019

Important Information

Open Enrollment is required if...

- You would like your student to attend a school other than your current school or school of residence.
- You would like your student to attend Cowan Fundamental, Dewey Fundamental, Green Oaks Fundamental, Cambridge Heights Open, Mission Avenue Open, Orangevale Open K-8, Arcade Fundamental Middle School or El Camino Fundamental High School.
- You would like your student to attend a middle school instead of your K-8 resident school. Students who are attending a K-5 or K-6 school, but are residents of a K-8 school, will automatically be returned to their K-8 school of residence for sixth or seventh grade.

Open Enrollment is not required if..

- You want your student to continue in his/her current school or school of residence.
- Your student is already enrolled with an approved intra-district transfer or previously granted open enrollment placement.

Special Education Placements are the responsibility of a student's IEP team based on student needs and appropriate programs. Although Special Education students are entitled to participate in the open enrollment lottery process, not all programs are available at all school sites.

Questions? Contact us at..

Phone: 916-726-5826

Web: www.sanjuan.edu/enrollment

Email: enrollment@sanjuan.edu

SJUSD Enrollment Center

San Juan Central
3700 Garfield Avenue
Carmichael, CA 95608

Open Monday - Friday*

Open 9:00 am - 11:30 am

Closed 11:30 am - 1:00 pm

Open 1:00 pm - 4:00 pm

*closed Dec. 24, 2021 - Dec. 31, 2021

San Juan Unified School District
Admissions and Family Services
San Juan Central

2022-2023 Open Enrollment Lottery

Application period:

December 6th, 2021, 8:00 AM

through

January 21st, 2022, 5:00 PM



San Juan
Unified School District

www.sanjuan.edu/openenrollment

San Juan Central Enrollment

Phone: 916-726-5826

Email: enrollment@sanjuan.edu

www.sanjuan.edu/enrollment

2022-2023 Open Enrollment Lottery

What is Open Enrollment?

Open Enrollment is a process to request a school other than your neighborhood school or to return to your neighborhood school following a transfer. Once you receive your open enrollment results you will be assigned to your school of choice for the following year. If there is no space at the requested school, you will be placed on the wait list for that school.

We are excited to offer parents a choice of excellent schools. Families who reside in the San Juan Unified School District have the opportunity to enroll students in any of the district's schools providing space is available in the appropriate program (available space is determined by defined physical and program capacity of the school after placement of enrolled resident students). Transportation is the responsibility of the parent and/or guardian.

Return rights: When students are placed in a school through the Open Enrollment Lottery that school becomes their new resident school.

Three ways to apply for Open Enrollment

- 1) Online by visiting www.sanjuan.edu/openenrollment
- 2) In person at any San Juan Unified School District school
- 3) San Juan Central Enrollment center located at 3700 Garfield Avenue Carmichael, CA 95608

For a schedule of school visitations and orientations, visit our website at www.sanjuan.edu/openenrollment

Who gets first priority?

First

- Siblings of a student currently attending the requested school and who will continue to attend the requested school through the next school year.
- Students whose parent/guardian is assigned to that school as his/her primary place of employment.
- Students whose school of residence for the following year receives Title 1 Funds and is identified as very low achieving or is eligible for Comprehensive Support and Improvement.

Second

- Students residing within a 40 percent superimposed radius of a non boundary choice school. For more information visit www.sanjuan.edu/rulemaps.
- All students with a parent who is a regular permanent employee of San Juan Unified.

Third

- All students who are residents of the district and who do not qualify for the first or second priority.

The Open Enrollment Lottery is not determined on a first come, first serve basis. A computerized random **lottery** will determine which students are accepted into their choice school.

Open Enrollment Lottery results will be mailed to families the first week of February 2022.

School Code Number:	Fall 2019 K-5 (Elementary School) Attendance Matrix (ALL SCHOOLS ARE K-5 UNLESS HIGHLIGHTED IN ORANGE)																										School Code Number																			
	SCHOOLS WITH BOUNDARIES																																													
	SCHOOLS OF ATTENDANCE														SCHOOLS WITH BOUNDARIES																															
K-5 Students without Special Education	ARLINGTON HEIGHTS ES	CAMERON RANCH ES	CARMICHAEL ES	CARRIAGE DRIVE ES	COTTAGE ES	COYLAKE ES	DEL DAYOS K8	EDISON LANG INST K8	EDISON LANG INST K8	EL PASO MANOR ES	GRAND OAKS ES	HARBOURTON ES	HARPOSA ES	HARRIMONT ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	HARRISBURG ES	ARLINGTON HEIGHTS ES																		
Elementary School Attendance Area	ARLINGTON HEIGHTS ES	381	210	1	0	35	0	6	1	7	0	2	0	9	0	0	10	6	0	8	0	2	0	5	1	0	35	381																		
ARLINGTON HEIGHTS ES	CAMERON RANCH ES	451	0	226	22	3	0	7	8	2	47	0	1	3	0	0	24	2	1	0	5	0	0	2	11	10	12	1	2	1	2	1	451													
CARMICHAEL ES	CARRIAGE DRIVE ES	527	0	10	234	0	3	11	7	74	0	3	15	0	0	0	21	1	6	0	3	0	0	0	1	4	1	3	38	527																
CARRIAGE DRIVE ES	COYLAKE ES	385	6	0	0	273	0	3	1	1	4	0	0	3	11	1	0	4	0	0	1	1	4	0	2	0	10	0	1	0	0	29.1%														
COTTAGE ES	DEL DAYOS K8	474	0	6	1	0	249	0	9	15	2	6	37	0	0	0	22	36	0	0	0	32	0	0	0	0	4	0	0	0	0	0	474													
COYLE AVE ES	EDISON LANG INST K8	452	13	4	10	0	211	3	1	10	0	0	6	6	0	0	22	2	5	7	0	1	6	0	3	4	10	1	7	1	6	1	0	4	452											
DEL DAYOS K8	EDISON LANG INST K8	280	0	0	0	0	0	0	0	256	5	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	280												
DEL PASO MANOR ES	EDISON LANG INST K8	558	0	2	0	0	7	0	12	357	6	1	9	3	0	3	1	0	0	0	0	0	0	0	2	7	0	13	0	0	0	0	0	558												
DETERMING ES	EDISON LANG INST K8	247	1	1	10	0	0	1	8	1	205	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	247												
DYER KELLY ES	EDISON LANG INST K8	746	0	1	1	0	9	0	5	8	4	590	15	1	0	5	24	1	0	0	1	3	0	1	0	0	26	0	0	0	0	0	0	0	746											
EDISON LANG INST K8	EDISON LANG INST K8	360	0	1	1	0	5	0	2	4	1	2	269	0	0	12	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	360												
GOLD RIVER DISC. CNTR K8	EDISON LANG INST K8	336	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	336											
GRAND OAKS ES	EDISON LANG INST K8	346	2	0	1	25	1	0	0	2	0	0	1	203	0	0	1	0	0	42	0	18	0	4	0	3	0	0	0	0	0	0	0	346												
GREER ES	EDISON LANG INST K8	645	0	0	0	11	1	3	5	1	1	67	2	0	448	12	3	0	0	0	13	0	1	0	0	1	0	0	0	0	0	0	0	645												
HOWE ES	EDISON LANG INST K8	921	0	4	1	2	39	0	5	16	7	20	44	0	0	44	660	1	0	0	7	0	0	0	20	0	6	0	0	2	0	1	0	0	28.3%											
KELLY ES	EDISON LANG INST K8	313	2	2	0	2	0	1	4	0	13	0	0	4	0	0	0	0	0	1	3	1	1	12	0	0	0	0	0	0	0	0	0	313												
KINGSWOOD K8	EDISON LANG INST K8	517	4	1	1	6	0	2	0	0	3	0	0	4	0	0	5	256	14	3	0	12	17	22	11	2	4	8	6	0	27	1	17	5	1	18	18	517								
LEGETTE ES	EDISON LANG INST K8	394	0	0	2	0	0	1	1	3	0	0	16	0	1	0	2	0	265	0	0	11	3	1	0	1	18	1	0	0	4	0	0	0	0	0	394									
LICHEN K8	EDISON LANG INST K8	326	10	1	0	10	0	0	2	1	0	0	1	0	5	0	0	1	0	263	0	3	0	2	0	0	2	1	0	0	0	0	0	0	0	326										
MARIEMONTE ES	EDISON LANG INST K8	400	0	0	0	0	2	0	13	20	7	0	3	0	0	0	0	0	349	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	400										
MARIPOSA ES	EDISON LANG INST K8	454	4	2	0	38	0	2	0	1	2	0	1	4	16	0	0	3	16	0	237	2	10	0	0	1	5	3	0	6	0	13	0	0	0	0	0	454								
NORTHRIIDGE ES	EDISON LANG INST K8	609	3	0	0	3	0	2	0	1	1	0	1	8	0	0	0	3	21	59	1	0	2	252	8	11	0	0	34	5	0	9	0	22	16	0	3	21	25	13	1	0	84	609		
OAKVIEW COMMUNITY ES	EDISON LANG INST K8	351	1	0	0	2	0	0	0	0	2	0	0	0	0	0	1	3	0	0	5	211	7	0	0	9	0	0	4	0	0	15	4	0	0	0	0	0	351							
OTTOMON WAY ES	EDISON LANG INST K8	395	0	0	0	2	0	0	1	0	0	2	0	1	4	0	0	0	0	5	0	0	0	0	18	18	18	20	16	11	0	1	13	0	0	0	0	0	0	395						
PASADENA AVE ES	EDISON LANG INST K8	375	5	10	2	2	3	0	14	6	20	2	0	10	2	0	1	11	0	0	1	9	0	0	0	0	162	0	0	0	0	3	0	3	5	0	3	51	40	2	0	0	0	0	375	
PECK ES	EDISON LANG INST K8	580	4	18	9	1	0	20	2	0	13	0	3	8	0	0	0	59	1	8	0	0	4	0	0	5	244	4	15	0	6	1	0	2	0	1	76	3	5	2	0	0	0	0	580	
PERSHING ES	EDISON LANG INST K8	452	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	452											
SCHWEITZER ES	EDISON LANG INST K8	394	1	1	6	1	1	5	8	0	11	11	0	2	13	0	1	1	10	0	4	0	0	0	2	1	2	288	3	6	0	3	0	2	0	0	0	0	394							
SERRA OAKS K8	EDISON LANG INST K8	302	0	0	0	1	0	8	14	8	0	18	0	0	2	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	302										
SKYCREST ES	EDISON LANG INST K8	477	0	4	1	21	0	6	2	0	2	0	1	4	1	0	0	5	30	2	2	0	4	4	6	3	0	0	278	0	5	0	0	4	57	3	7	2	0	11	0	0	0	477		
STAR KING K8	EDISON LANG INST K8	1,091	0	15	24	0	9	4	77	41	67	1	15	2	0	1	4	17	1	0	0	2	14	2	1	3	16	1	456	0	0	24	1	3	2	4	64	170	2	0	0	0	1,091			
TRAINAN ES	EDISON LANG INST K8	443	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	443								
TWIN LAKES ES	EDISON LANG INST K8	411	0	0	0	0	1	0	0	2	0	0	1	8	0	0	0	1	0	0	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	411							
WHITNEY ES	EDISON LANG INST K8	585	1	3	1	0	6	0	6	20	7	7	10	2	0	0	0	9	0	0	0	0	0	1	0	116	62	0	0	0	0	0	0	0	0	0	0	585								
WOODSIDE K8	EDISON LANG INST K8	324	3	1	0	4	1	0	0	0	0	0	0	0	2	0	1	0	3	1	23	2	1	0	8	1	0	1	0	12	0	0	0	0	0	0	0	0	0	0	324					
16,302	EDISON LANG INST K8	270	314	319	443	344	276	460	530	543	628	538	433	253	540	741	413	326	388	350	555	294	312	346	276	300	291	499	339	399	373	499	412	392	365	285	363	378	332	386	402	394	0	1	16,302	
In Attendance Area:	4,517	83	91	97	188	98	92	207	189	350	46	322	177	59	99	89	229	75	123	103	219	62	64	136	75	143	55	198	112	197	43	117	90	99	88	--	--	--	--	--	--	--	--	--	--	4,517
Open Enrollment %:	25.6%	25.7%	25.0%	26.7%	34.6%	27.1%	27.1%	42.4%	33.2%	63.1%	7.1%	56.7%	35.9%	26.1%	18.1%	11.1%	91.0%	22.7%	28.3%	37.2%	19.1%	19.9%	34.6%	26.9%	44.0%	16.9%	36.2%	30.6%	44.1%	24.3%	8.4%	27.3%	21.0%	24.4%	30.0%	N/A	N/A	25.6%								
District-wide K-5 Open Enrollment %:	4.517																																													

		Fall 2019 6-8 (Middle School) Attendance Matrix																																	
		SCHOOL OF ATTENDANCE																																	
		SCHOOLS WITH BOUNDARIES (6-8 School Unless Noted)										NON-BOUNDARIED SCHOOLS																							
		ARDEN MS	BARRETT MS	CARNEGIE MS	CHURCHILL MS	EDISON LANG K8 (6-8 STUDENTS ONLY)	ENGINA PREPARATORY (6-12 SCHOOL)	GOLD RIVER K8 (6-8 STUDENTS ONLY)	KINGSWOOD K8 (6-8 STUDENTS ONLY)	LICHEN K8 (6-8 STUDENTS ONLY)	PASTEUR MS	ROGERS MS	SIERRA OAKS K8 (6-8 STUDENTS ONLY)	STARR KING K8 (6-8 STUDENTS ONLY)	SYLVAN MS	WOODSIDE K8 (6-8 STUDENTS ONLY)	ARCADE FUND MS	DEL DIA YO ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	DEL PASO MANOR ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	DETERING ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	Le GETTE ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	MISIÓN AVE OPEN ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	NORTHRISE ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	PERSHING ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	DEWEY FUND ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	COWAN FUND ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	TWIN LAKES ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	ORANGEVALE OPEN K8 (6-8 STUDENTS ONLY)	SAN JUAN USD (6-8 STUDENTS ONLY)	RICHARDSON CENTER (K-12 SCHOOL) (6-8 STUDENTS ONLY)	LA VISTA CENTER (6-8 STUDENTS ONLY)	HOME HOSPITAL INSTRUCTION (6-8 STUDENTS ONLY)	HOME SCHOOL (6-8 STUDENTS ONLY)		
Middle School Attendance Area (6-8 unless noted)		ARDEN MS	BARRETT MS	CARNEGIE MS	CHURCHILL MS	EDISON LANG K8 (6-8 STUDENTS ONLY)	ENGINA PREPARATORY (6-12 SCHOOL)	GOLD RIVER K8 (6-8 STUDENTS ONLY)	KINGSWOOD K8 (6-8 STUDENTS ONLY)	LICHEN K8 (6-8 STUDENTS ONLY)	PASTEUR MS	ROGERS MS	SIERRA OAKS K8 (6-8 STUDENTS ONLY)	STARR KING K8 (6-8 STUDENTS ONLY)	SYLVAN MS	WOODSIDE K8 (6-8 STUDENTS ONLY)	ARCADE FUND MS	DEL DIA YO ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	DEL PASO MANOR ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	DETERING ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	Le GETTE ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	MISIÓN AVE OPEN ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	NORTHRISE ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	PERSHING ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	DEWEY FUND ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	COWAN FUND ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	TWIN LAKES ES (K-6 SCHOOL) (6TH GRADE STUDENTS ONLY)	ORANGEVALE OPEN K8 (6-8 STUDENTS ONLY)	SAN JUAN USD (6-8 STUDENTS ONLY)	RICHARDSON CENTER (K-12 SCHOOL) (6-8 STUDENTS ONLY)	LA VISTA CENTER (6-8 STUDENTS ONLY)	HOME HOSPITAL INSTRUCTION (6-8 STUDENTS ONLY)	HOME SCHOOL (6-8 STUDENTS ONLY)		
		ARDEN MS	281	0	0	79	1	0	0	0	0	1	6	0	0	0	0	28	0	0	0	2	0	0	0	0	398	29.4%							
		BARRETT MS	50	438	14	60	1	0	11	0	1	2	78	1	2	7	1	25	8	0	0	41	2	4	2	0	773	43.3%							
		CARNEGIE MS	1,148	1	10	651	46	0	0	21	14	1	63	9	0	0	3	3	0	0	0	67	0	48	55	55	1,148	43.3%							
		CHURCHILL MS	1,117	84	82	3	516	4	3	2	0	0	3	37	16	9	4	0	236	10	0	10	0	23	1	0	0	1,117	53.8%						
		EDISON LANG INST K-8	176	44	0	0	4	92	8	0	0	0	0	0	23	0	0	0	4	0	0	0	0	1	0	0	0	176	47.7%						
		ENCINA PREP 6-12	1,033	244	5	1	20	57	418	0	0	0	0	3	48	15	3	0	200	1	4	1	0	4	2	4	2	1,033	59.5%						
		GOLD RIVER K-8	214	0	0	4	40	0	0	162	0	0	1	1	0	0	0	0	0	1	0	1	0	0	0	0	0	214	24.3%						
		KINGSWOOD K-8	268	0	7	52	6	0	0	3	123	0	11	13	0	0	20	15	0	0	0	0	1	0	0	0	0	268	64.1%						
		LICHEN K-8	166	1	2	4	2	0	0	0	0	0	124	3	7	0	0	21	0	0	0	0	0	0	0	0	0	166	25.3%						
		PASTEUR MS	637	0	1	78	8	0	0	5	3	1	473	3	0	0	2	15	0	0	0	1	2	0	1	8	2	2	0	637	25.7%				
		ROGERS MS	754	4	96	67	29	1	1	8	18	2	7430	1	1	38	8	7	1	0	3	3	1	3	0	1	16	0	754	43.0%					
		SIERRA OAKS K-8	184	32	0	0	31	7	2	0	0	0	0	0	104	0	0	0	5	2	0	0	0	1	0	0	0	0	184	43.5%					
		STARR KING K-8	555	134	24	0	45	3	3	1	1	0	0	9	9	228	0	2	44	9	7	7	0	23	0	0	0	5	1	0	0	555	66.9%		
		SYLVAN MS	891	1	24	61	22	0	0	1	11	36	40	44	0	0	600	21	2	0	1	1	1	0	1	5	1	17	0	0	0	891	32.7%		
		WOODSIDE K-8	161	0	0	14	3	0	0	0	4	1	44	2	0	0	4	83	0	0	0	0	2	0	2	1	0	0	0	0	161	48.4%			
6-8 Sub-Totals:			8,475	876	689	949	911	166	435	214	174	166	646	637	209	255	702	148	523	60	58	65	82	59	61	33	171	1	1	0	0	0	8,475		
		6-8 Sub-Totals: 6-8 Students Used in the Projections																																	
		SE																																	
		HH																																	
		HH																																	
		OD																																	
		6-8 Totals:																																	

The above information is based upon student data that was downloaded by San Juan USD and sent to DDP representing September 6, 2019.

■ Schools housing other grades than just 6-8 (appear on other matrices)■ = 6-8 student counts greater than 30+ that are attending a school from outside their attendance (residence) area.■ Individual Middle School Open Enrollment Percentages

SCHOOL NAMES HIGHLIGHTED IN RED HAVE HIGHER THAN NORMAL TRANSFER IN/OUT RATES

■ = Numbers highlighted in **BOLD RED** represents attendance areas/schools that have Transfers In/Out Rates 40%+.

District-wide 6-8 Open Enrollment %

Fall 2019 9-12 (High School) Attendance Matrix

SCHOOL OF RESIDENCE (BASED ON CURRENT ATTENDANCE AREAS)

High School Attendance Area	9-12 Students without Special Education	SCHOOL OF ATTENDANCE															9-12 Students without Special Education	Transfer Out Rates (High = 7%+)	
		SCHOOLS WITH BOUNDARIES (9-12 UNLESS NOTED)							NON-BOUNDARIED SCHOOLS										
		BELLA VISTA HS	CASA ROBLE FUND HS	DEL CAMPO HS	ENCINA PREP HS (9-12 STUDENTS ONLY)	MESA VERDE HS	MIRA LOMA HS	RIO AMERICANO HS	SAN JUAN HS	EL CAMINO FUND HS	EL SERENO HS	LA ENTRADA CONT HS	LA VISTA CENTER (9-12 STUDENTS ONLY)	MERKAI HS	LAUREL RUFF CENTER	RICHARDSON CENTER (K-12 SCHOOL) (9-12 STUDENTS ONLY)	SAN JUAN USD (9-12 STUDENTS ONLY)	HOME HOSPITAL INSTRUCTION STUDENTS	
BELLA VISTA HS	1,737	1,371	188	24	1	4	28	5	13	3	60	9	0	31	0	0	0	1,737	21.1%
CASA ROBLE FUND HS	934	160	684	13	0	6	14	2	11	1	30	5	1	7	0	0	0	934	26.8%
DEL CAMPO HS	1,315	94	9	815	1	5	96	129	14	118	10	11	1	12	0	0	0	1,315	38.0%
ENCINA PREP HS (a 6-12 school) only 9-12 students	1,588	4	0	13	566	0	253	292	0	440	5	11	0	3	0	0	1	1,588	64.4%
MESA VERDE HS	1,075	73	93	149	1	651	29	1	34	9	19	7	2	7	0	0	0	1,075	39.4%
MIRA LOMA HS	1,461	12	3	155	4	2	744	162	5	352	5	8	0	7	1	1	0	1,461	49.1%
RIO AMERICANO HS	1,505	78	5	39	3	2	137	935	8	287	5	2	0	4	0	0	0	1,505	37.9%
SAN JUAN HS	1,540	231	185	376	0	108	57	15	478	17	35	16	1	20	1	0	0	1,540	69.0%
9-12 Sub-Totals:	11,155	2,023	1,167	1,584	576	778	1,358	1,541	563	1,227	169	69	5	91	2	1	1	11,155	9-12 Students Used in the Projections

Special Education (SE):	451	35	2	60	17	45	35	34	5	2	0	0	34	0	143	39	0	0	451	SE
Out of District (OD):	1,052	37	27	81	26	30	351	377	25	79	2	3	0	14	0	0	0	0	1,052	OD
Home Hospital																				
Instruction Students (HH):	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	10	HH
9-12 Totals:	12,668	2,095	1,196	1,725	619	853	1,744	1,952	593	1,308	171	72	39	105	145	40	1	10	12,668	9-12 Totals

Enrolled, But Not Living

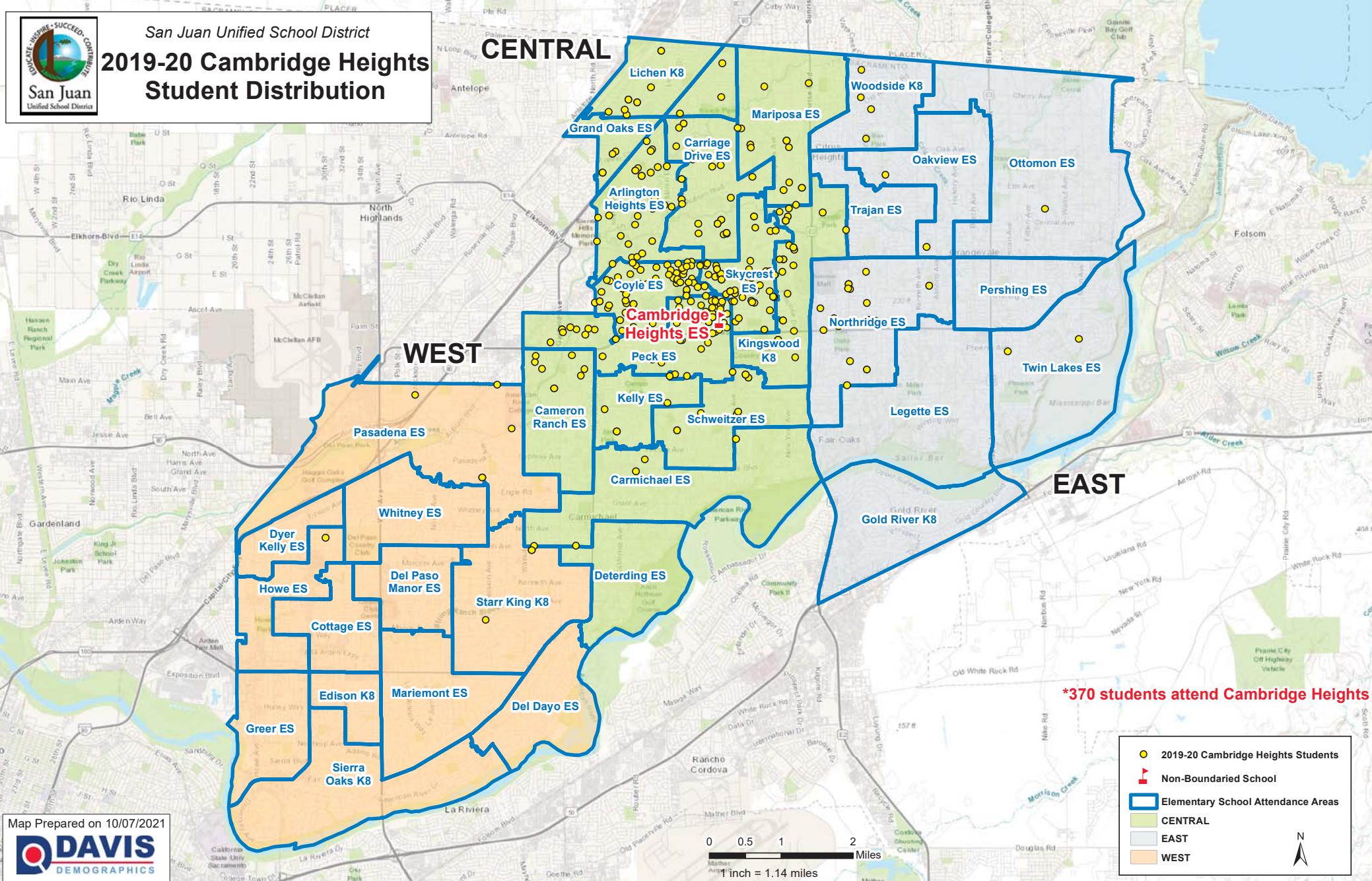
in Attendance Area:	4,300	689	510	850	36	157	965	983	110	--	--	--	--	--	--	--	--	4,300
Open Enrollment %:	39.9%	32.9%	42.6%	49.3%	5.8%	18.4%	55.3%	50.4%	18.5%	N/A	39.9%							
District-wide 9-12 Open Enrollment %																		
Individual High School Open Enrollment Percentages																		
SCHOOL NAMES HIGHLIGHTED IN RED HAVE HIGHER THAN NORMAL TRANSFER IN/OUT RATES																		

The above information is based upon student data that was download by the San Juan USD and sent to DDP representing September 6, 2019.

= Schools housing other grades than just 9-12 (appear on other matrices)

= 9-12 student counts greater than 50+ that are attending a school from outside their attendance (residence) area.

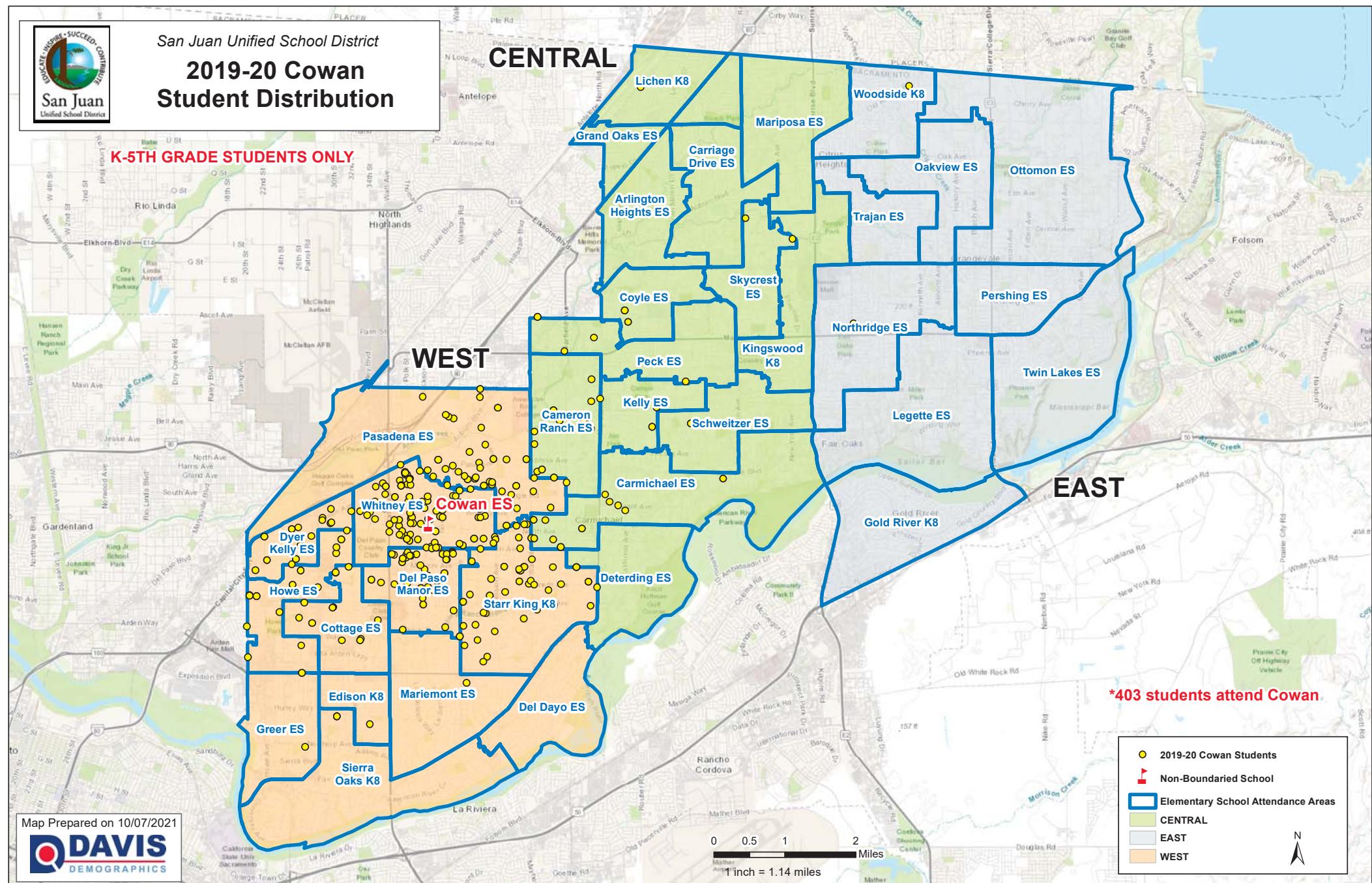
= Numbers highlighted in **BOLD RED** represents attendance areas/schools that have Transfers In/Out Rates 45%+.





San Juan Unified School District
2019-20 Cowan
Student Distribution

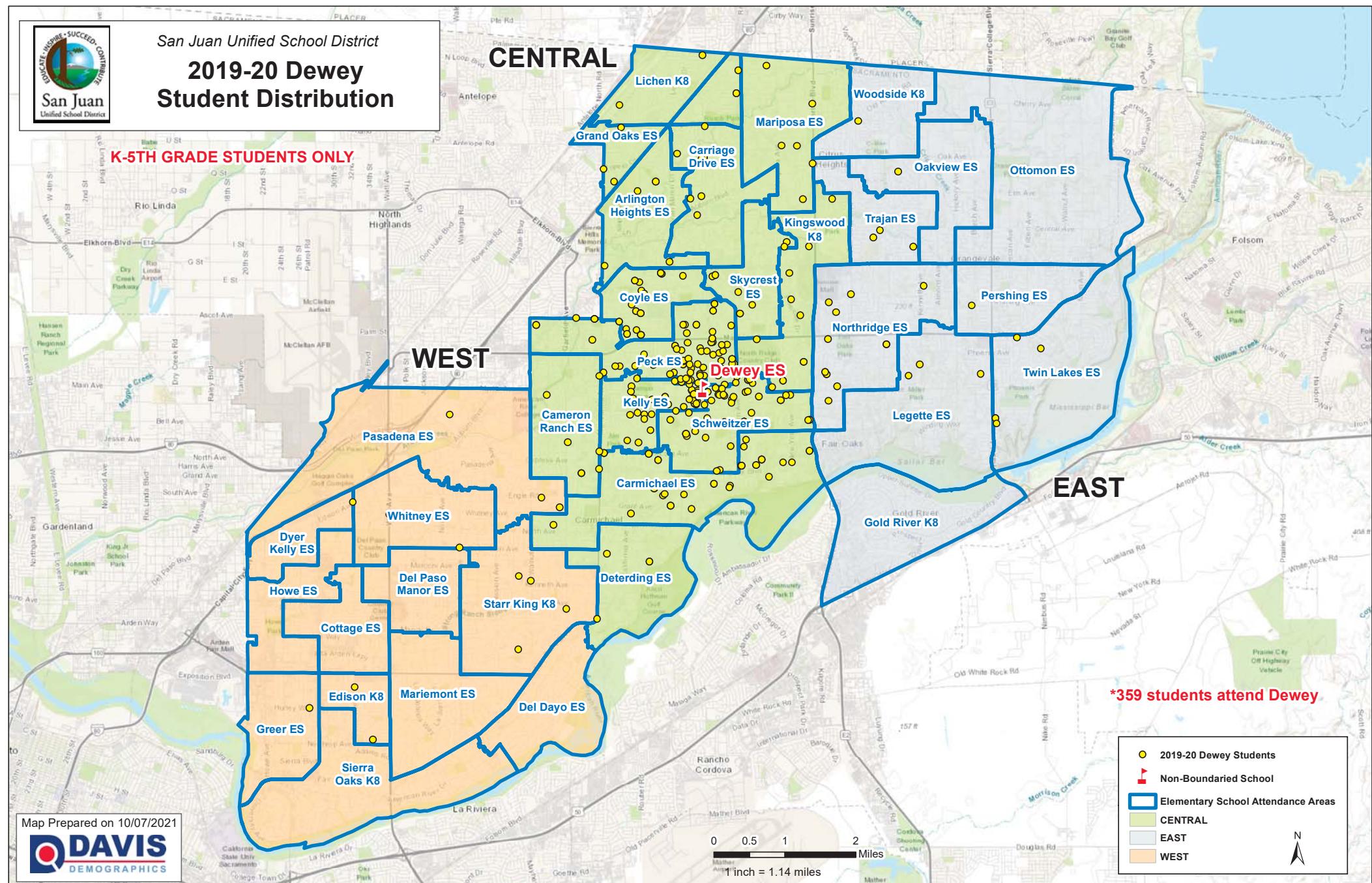
K-5TH GRADE STUDENTS ONLY





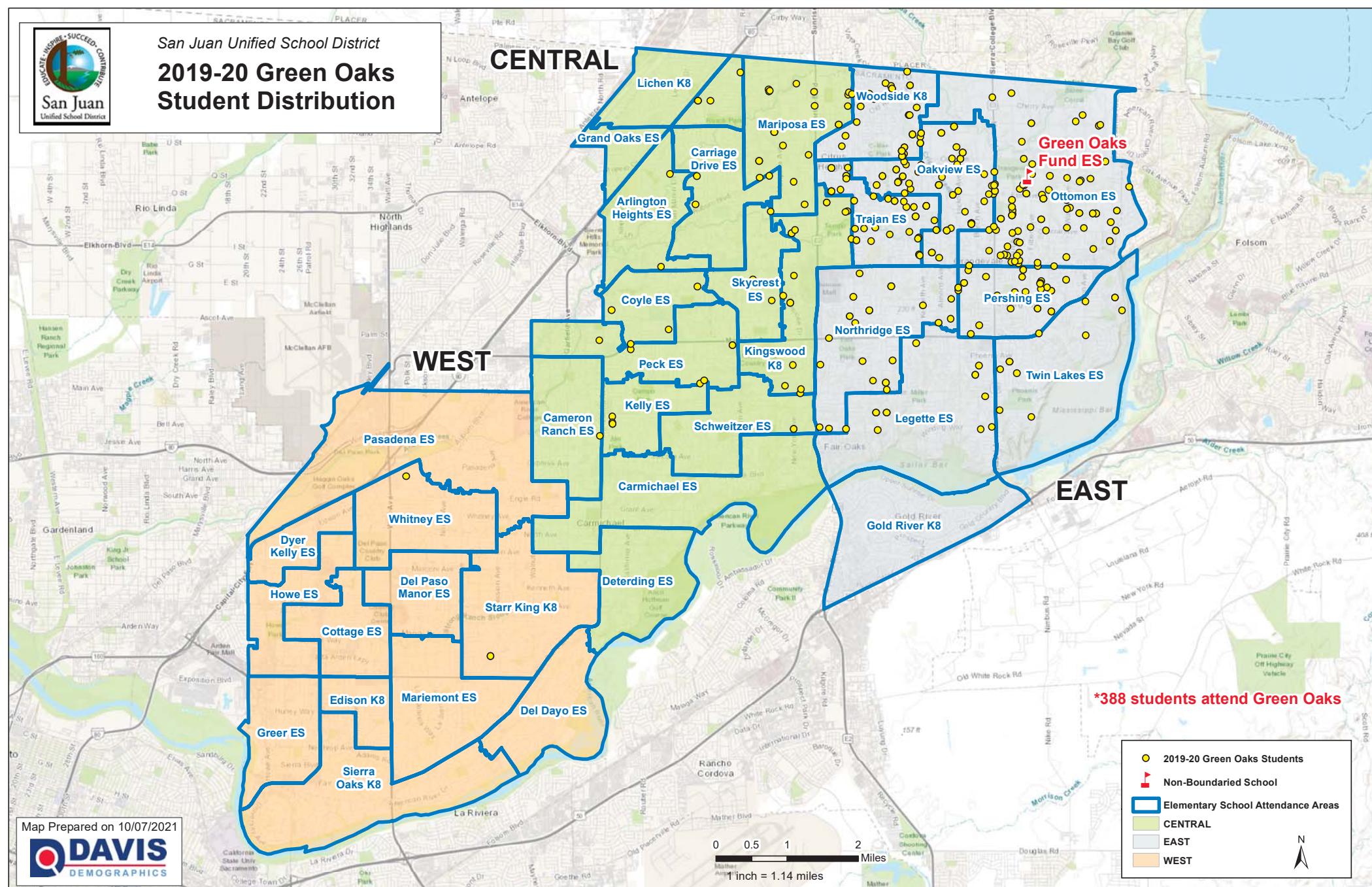
San Juan Unified School District
2019-20 Dewey
Student Distribution

K-5TH GRADE STUDENTS ONLY





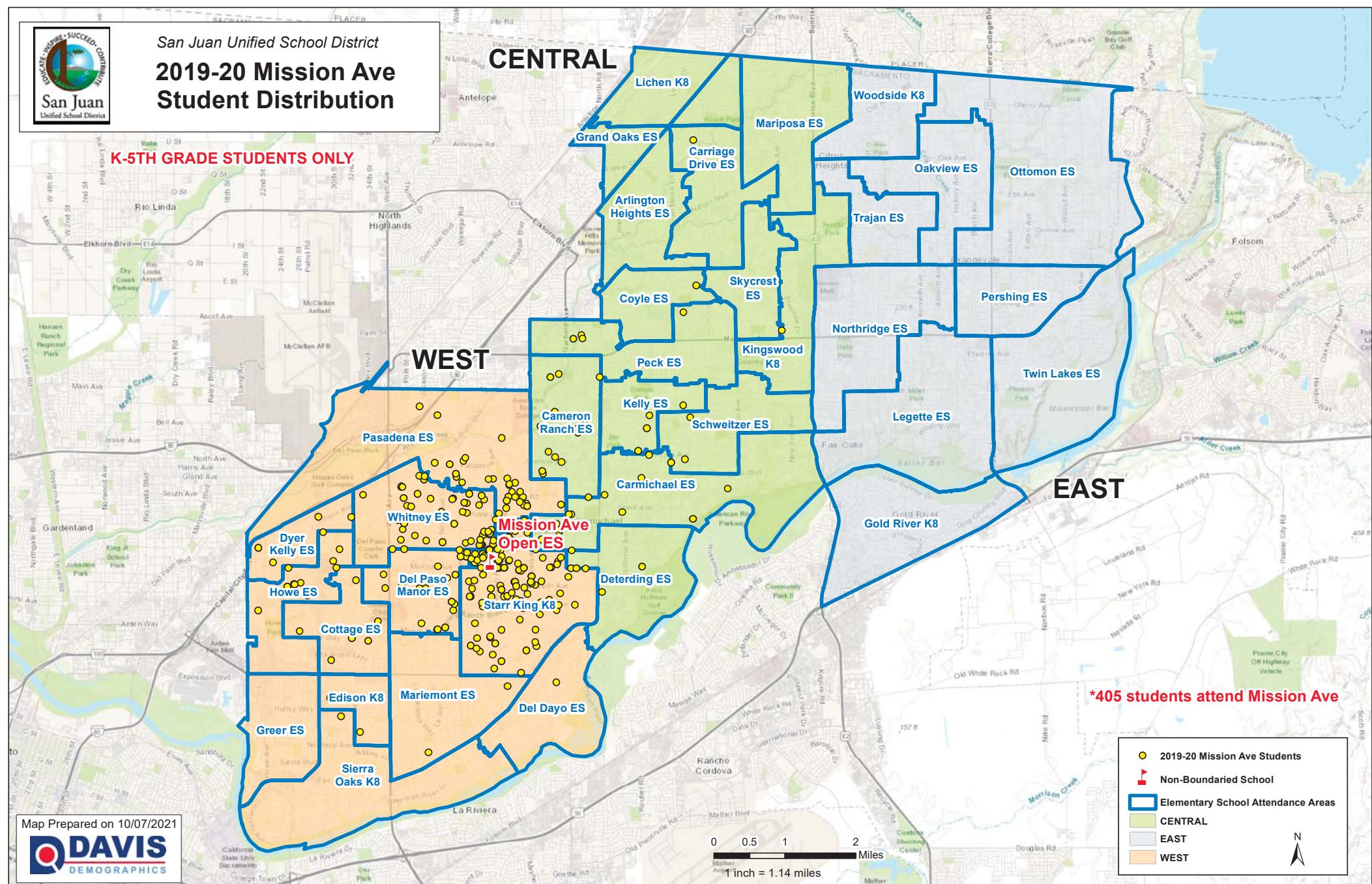
San Juan Unified School District
2019-20 Green Oaks
Student Distribution





San Juan Unified School District
2019-20 Mission Ave
Student Distribution

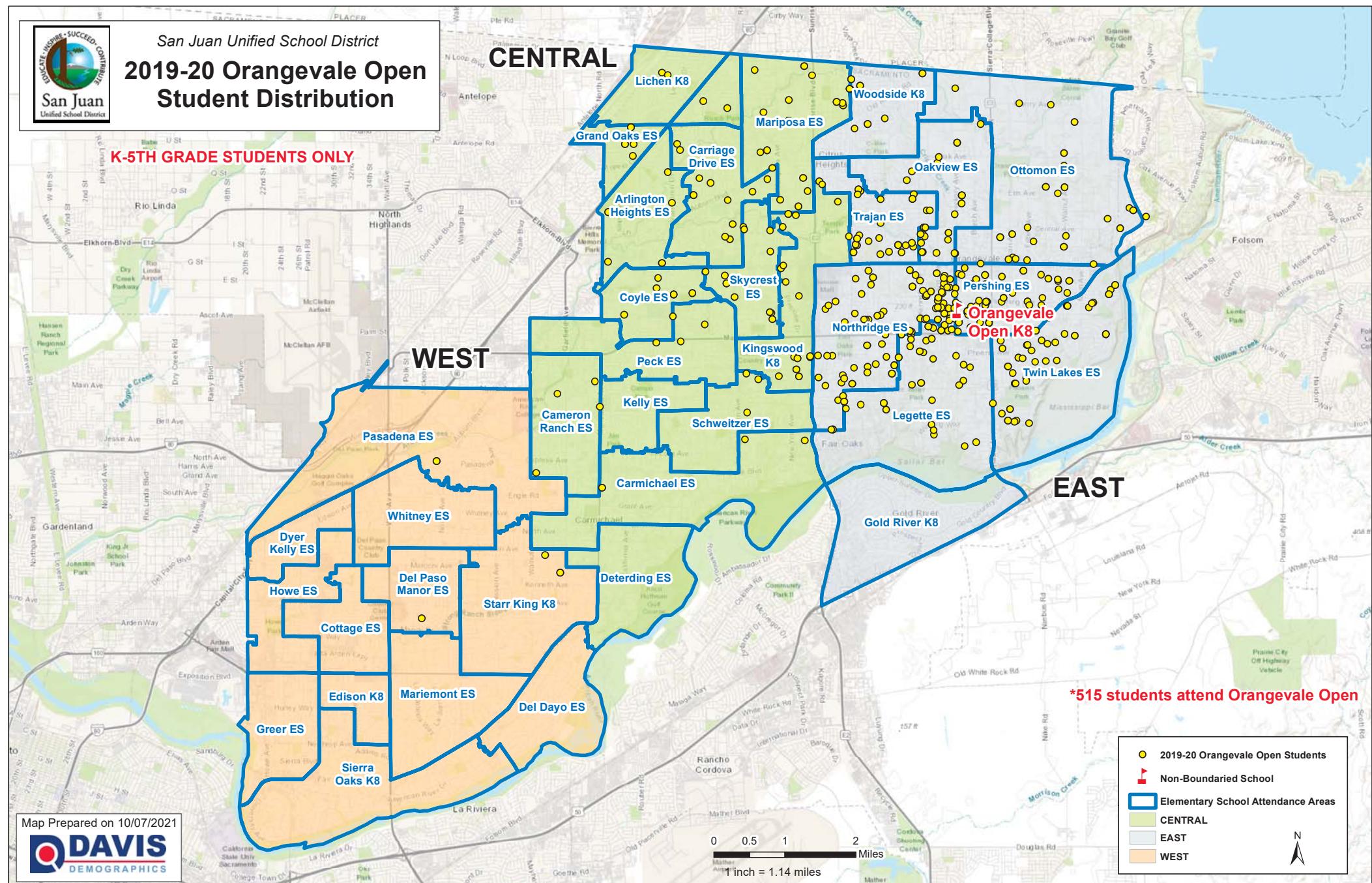
K-5TH GRADE STUDENTS ONLY





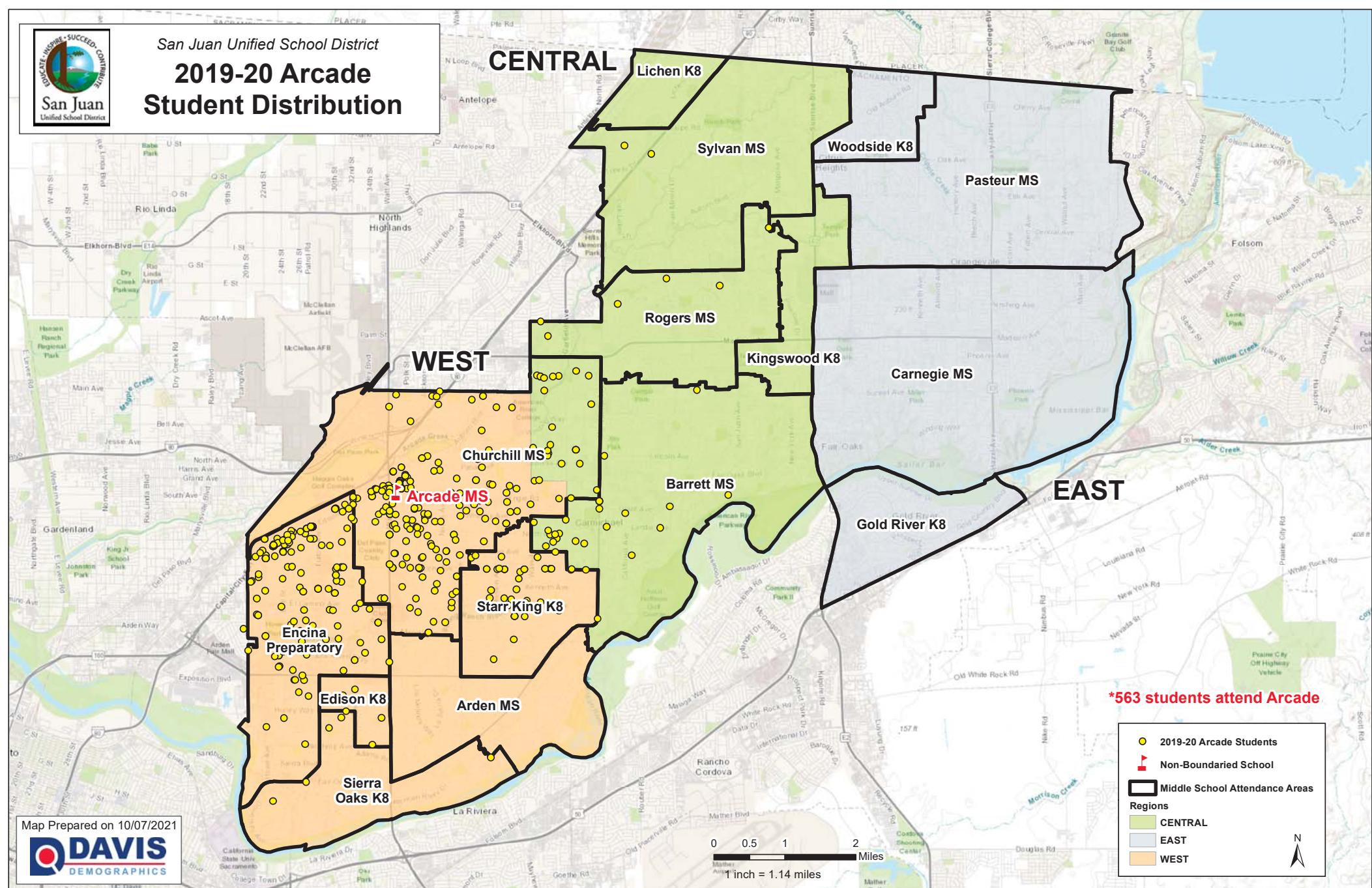
San Juan Unified School District
2019-20 Orangevale Open
Student Distribution

K-5TH GRADE STUDENTS ONLY



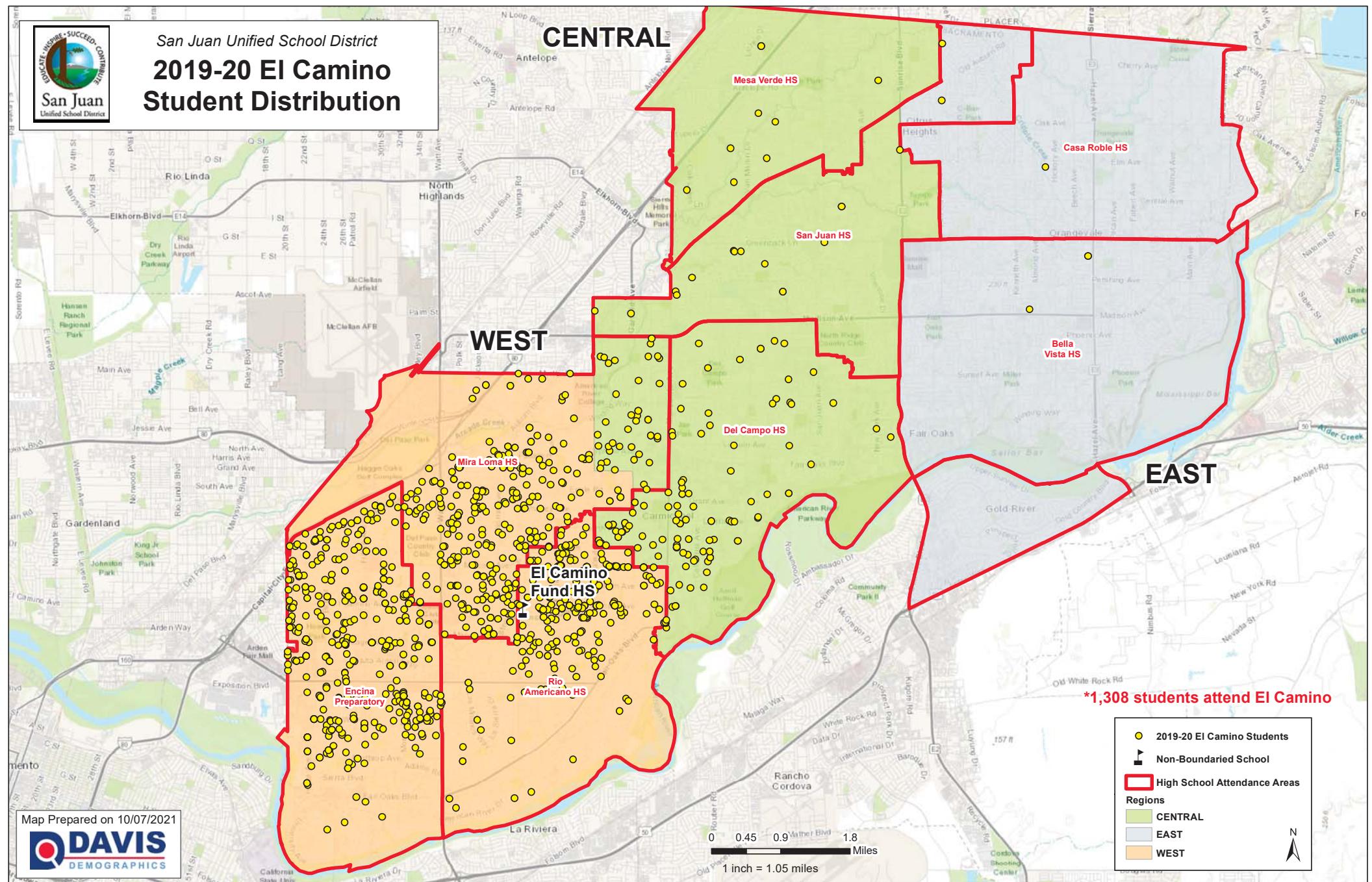


San Juan Unified School District
2019-20 Arcade
Student Distribution





San Juan Unified School District
2019-20 El Camino
Student Distribution





E
10/26/2021

San Juan
Unified School District

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

Board of Education Minutes
October 12, 2021

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

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

The October 12 regular meeting was called to order by the president, Paula Villescaz. The board meeting was held in person and also livestreamed on the district's YouTube channel.

Roll Call

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

Visitor Comments: Closed Session (A-1)

There were no closed session visitor comments.

Closed Session (B)

The meeting was then recessed with the board convening in closed session to consider student expulsions in three cases and a student enrollment in one case (Education Code section 48918[f]) and to discuss with negotiator Daniel Thigpen, Senior Director of Labor Relations, regarding CSEA Chapter 127 General/Operations support, Chauffeurs/Teamsters Local No. 150 Transportation, Supervisors, Teachers and Certificated Supervisory units and regarding non-represented groups: management and confidential units (Government Code section 54957.6).

Reconvene Open Session/Pledge of Allegiance (C)

At 6:30 p.m., the meeting was called back to order by Ms. Villescaz, and four members of the Casa Roble Fundamental High School Air Force Junior ROTC led the group in the Pledge of Allegiance. After the pledge, Ms. Villescaz explained the two methods (in person or electronically) available to submit public comment for tonight's meeting.

Minutes Approved (D)

It was moved by Ms. Creason, seconded by Dr. McKibbin, that the minutes of the September 28 regular meeting be approved. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

High School Student Council Reports (E-1)

High School Student Council representative Sariah Matthews from El Camino Fundamental High School updated the board on the goals, activities and achievements at the school.

Staff Reports (E-2)

Superintendent Kern provided information regarding in-person activities and events at schools, and he also shared information from the Sacramento County Public Health department regarding the student vaccine mandate.

Closed Session/Expulsion Actions (E-6)

Ms. Creason reported that the board voted unanimously to accept a hearing panel's recommendation of three suspended expulsions in case numbers S-01, S-04 and S-05. Ms. Creason also reported that the board voted unanimously to accept a hearing panel's recommendation of one enrollment in case number OS-09.

Visitor Comments (F)

[in person]

Luke Mullisen shared information about his personal experience with COVID-19.

Hilary Auer made comments in opposition of the student vaccine mandate.

Kelly Hudson spoke about the student vaccine mandate and safety.

[via electronic comment form, and read aloud by Communication Director Raj Rai]

Rachel shared her concerns about inconsistent safety standards throughout the district.

Veronica Guzman expressed concerns about the student vaccine mandate.

Daniella F. commented about a potential student protest next week regarding the vaccine mandate.

Karrin Vallin supports having a homecoming dance at Rio Americano High School.

Melissa Pruitt shared comments in support of the vaccine mandate.

Consent Calendar Approved (G-1/G-5)

It was moved by Ms. Costa, seconded by Ms. Creason, that the consent calendar items G-1 through G-5 be approved. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Personnel (G-1)

Appointments, leaves of absence, separations and job descriptions/salary range change – approved as submitted.

Purchasing Report (G-2)

Purchase orders and service agreements and change orders – approved as submitted.

Gifts (G-3)

Acceptance of gifts to Bella Vista High School, Encina Preparatory High School, Laurel Ruff Transition School and Northridge Elementary School.

Disposal of Surplus Property (G-4)

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

Resolution No. 3086: Lease-Leaseback Contract Award for LeGette Elementary School (G-5)

Adoption of Resolution No. 3086 awarding the lease-leaseback contract for Earl LeGette Elementary School to Flint Builders Inc., pursuant to Education Code section 17406.

K-8 Schools Update (I-1)

Assistant Superintendent of Elementary Education and Programs Amberlee Townsend-Snider introduced the topic and provided an overview and update of the middle years programs (grades 6-8) at the district's K-8 schools. Ms. Townsend-Snider provided historical context about how sites became K-8 schools and she reviewed the course offerings by school site. Director of Elementary/K-8 Schools Cassie Bennett Porter discussed the middle years enrollment trends and she shared information captured during stakeholder listening sessions involving staff, students and parents, which included identifying the unique benefits and challenges of K-8 schools. After discussing next steps, staff answered questions from the board.

Mr. Hernandez said he was surprised and pleased by the variety of options that the elective wheel offers. Superintendent Kern made comments about developing creative solutions to address the inequities of course offerings. Ms. Costa spoke about the past meetings she attended when she was a staff member regarding the development of K-8 schools, stating that she was pleased to see the list of benefits come to fruition since the inception of the schools. In addition, Ms. Costa noted that the district made it abundantly clear at the time that K-8 schools were developed years ago that they were not middle schools, which she said may need to be reinforced to current families. Ms. Costa also said she was pleased to hear that the district is exploring creative staffing options regarding course offerings. Ms. Creason stated she appreciates staff taking the

time to get feedback from all stakeholders, she inquired about the high school preparedness of K-8 students and she acknowledged the staffing challenges regarding electives. Dr. McKibbin asked clarifying questions regarding the historical background of K-8 schools, credentialing requirements and wait lists, and he encouraged schools to develop marketing materials to showcase their unique programs. Ms. Villescaz made comments related to enrollment fluctuations and the balancing of course offerings across the district.

ESSER III Expenditure Plan (I-2)

Deputy Superintendent of Schools and Student Support Melissa Bassanelli presented the item, explaining that school districts receiving ESSER III funds under the American Rescue Plan Act are required to develop a plan for how they will use the funds to address students' academic, social emotional and mental health needs, as well as how they will address the learning gaps that existed before, and were exacerbated by, the COVID-19 pandemic. Ms. Bassanelli recapped that on May 25, 2021, the governing board approved the Expanded Learning Opportunities (ELO) Grant Plan, which included the utilization of ESSER funds to create a multi-year plan that provides supplemental instruction and support to students, including those identified as needing academic, social, emotional and other supports, and she noted that included within the ESSER III Expenditure Plan are actions identified within the ELO Grant Plan, as well as other actions identified utilizing stakeholder input.

After the presentation, board members made comments and posed questions, which staff answered. Ms. Costa stated she appreciates the robust community input and she posed questions related to school sites having the flexibility to change actions if staffing challenges arise, the offsetting of student body funds at the elementary and middle schools and the frequency of the instructional assistant training. Ms. Creason inquired about the ThoughtExchange process and the timeline to construct outdoor learning spaces. Dr. McKibbin asked questions about independent learners and financial aspects of the plan. Ms. Villescaz noted that outdoor learning spaces may already be available to some school sites that are adjacent to community parks, that she appreciates the investment in classified employee positions and she encouraged further connection with the foster youth and McKinney-Vento groups. Action was scheduled for October 26.

Construction Update (I-3)

Chief Operations Officer Frank Camarda presented the topic and introduced Director of Facilities, Construction & Modernization Nicholas Arps who provided information about the district's master plan priorities, the facilities process, and an update on the district's past and present construction projects for Bond Measures J, N and P. Mr. Camarda and Mr. Arps also discussed smaller-scale projects including classroom furniture replacement, information technology upgrades, maintenance and operations light modifications, and miscellaneous projects such as roofing and HVAC installations.

After the presentation, staff answered questions from the board. Mr. Hernandez thanked Mr. Camarda and staff for their continued work over the past two years during the pandemic, which he said has provided a ray of hope for students and parents, and he inquired about the balances of the bond funds. Ms. Costa echoed the comments made by Mr. Hernandez and she thanked staff for procuring the new classroom furniture in such a timely manner in order to meet health standards during the pandemic. Ms. Creason inquired about the role of the Facilities Committee and the adaptability of the master plan. Dr. McKibbin asked about the remaining high school signature projects, the light modification projects and energy efficient projects. Ms. Villescaz expressed thanks and appreciation to the community for passing the various bonds, which Mr. Camarda explained has allowed the district to launch major transformations at district schools. Ms. Villescaz also inquired about supply chain challenges during the pandemic, which Mr. Arps noted was an ongoing issue with procurement delays and shipping.

Early Literacy Support Block Grant Action Plan 2020-2023 (I-4)

Assistant Superintendent of Elementary Schools and Programs Amberlee Townsend-Snider presented the topic and shared that the grant will provide funds to Dyer-Kelly Elementary School over a three-year period for the development of a root cause analysis, needs assessment and a literacy action plan. Ms. Townsend-Snider explained the literacy action plan requires board approval per the California Department of Education requirements. Staff answered questions from the board.

It was moved by Ms. Costa, seconded by Dr. McKibbin, to approve the required elements of the 2020-2023 Early Literacy Support Block Grant action plan. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Guest Teacher Salary Schedule (I-5)

Assistant Superintendent of Human Resources Paul Oropallo presented the topic, noting two amendments to include nurses and long term independent study (El Sereno) in the \$250 full day and \$125 half day rates. It was moved by Ms. Creason, seconded by Dr. McKibbin, to approve the proposed changes to the guest teacher salary schedule as amended. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Williams Complaint Report (I-6)

General Counsel Linda Simlick explained that the district must report on the status of Williams-type complaints filed with the district per Education Code section 35186(d), which requires each school district to publicly report, on a quarterly basis, summarized data on the nature and resolution of all Williams-type complaints. Ms. Simlick stated that, during the time period from July 1, 2021, through September 30, 2021, there were no Williams-type complaints filed.

Board Reports (J)

Mr. Hernandez said that he participated in National Walk to School Day with students at Will Rogers Middle School.

Ms. Costa reported that she, and other board members, virtually attended the San Juan Education Foundation Evening with the Stars event and that she and Dr. McKibbin attended the California School Boards Association (CSBA) Region 6 delegates meeting. Ms. Costa also shared that she took part in CSBA's webinar "Governing in a Time of Chaos" and recommended it to other board members.

Ms. Creason thanked staff for her recent school sites visits, she acknowledged everyone who donated and/or volunteered to help with the Afghan Refugee Donation Drive and she noted it was National Custodian Day last week.

Ms. Villescaz reported that she and Superintendent Kern participated in a community meeting, hosted by Supervisor Desmond, to discuss plans to place and welcome Afghanistan refugees; that she was interviewed for an upcoming article in the CSBA publication; and that she and Dr. McKibbin attended the recent in-person Superintendent's Parent Advisory Committee meeting.

Future Agenda (K)

There were no items added to the future agenda.

Visitor Comments (L) [*via electronic comment form, and read aloud by Communication Director Raj Rai*] Karrin Vallin opposes a student vaccine mandate.

Adjournment (M)

At 9:16 p.m., there being no further business, the regular meeting was adjourned.

Paula Villescaz, President

Kent Kern, Executive Secretary

Approved: _____
:sc

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

AGENDA ITEM: F-1(a)

MEETING DATE: 10/26/2021

SUBJECT: School Psychology Awareness Week

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Special Education

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. A-408 proclaiming the week of November 8-12, 2021, as School Psychology Awareness Week.

RATIONALE/BACKGROUND:

San Juan Unified School District recognizes the vital role that school psychologists play in the personal and academic development of our district's students. During the week of November 8-12, 2021, school psychologists are recognized across the nation for their work to help all children and youth learn best by supporting students' mental health, development, academic achievement and learning environments.

ATTACHMENT(S):

A: Resolution No. A-408

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 10/18/2021

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Vanessa Adolphson, Director, Special Education

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



**San Juan Unified School District
Resolution No. A-408**

**School Psychology Awareness Week
November 8-12, 2021**

WHEREAS, School Psychology Awareness Week is November 8-12, 2021; and

WHEREAS, the special week honoring school psychologists provides special recognition for school psychologists who deliver a continuum of mental health services and academic supports to schools that lower barriers to learning, enabling teachers to teach students to learn; and

WHEREAS, the San Juan Unified School District appreciates and supports school psychologists for providing sound psychological principles which are integral to instruction and learning, social and emotional development, prevention and early intervention, and support culturally diverse student populations. School psychologists facilitate collaboration to help parents and educators to identify and reduce risk factors, promote protective factors, create safe, caring schools and access community resources. They are trained to assess student and school-based barriers to learning, utilize data-based decision-making, implement research-driven prevention and intervention strategies, and evaluate outcomes and improve accountability; and

THEREFORE, BE IT RESOLVED that the Board of Education joins the superintendent and staff in honoring school psychologists during School Psychology Awareness Week and throughout the year.

Attested to this 26th day of October, 2021

Paula Villescaz, President

Kent Kern, Superintendent of Schools

Michael McKibbin, Ed.D., Vice President

Zima Creason, Clerk

Pam Costa, Member

Saul Hernandez, Member

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

HUMAN RESOURCES

The following reports are submitted for board approval

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

Agenda for the October 26, 2021 Board Meeting

1. APPOINTMENTS

MANAGEMENT

Type	Name	Status	Assignment	Location	Effective Date (s)
Promotion	Buchan, Mitchell	Prob	Construction Manager	Maintenance and Operations	10/18/21
Promotion	Kong, Dave	Prob	Coord, Business Sppt Sys	Technology Services	10/07/21

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Andersen, Michelle	Temp	Preschool Teacher	Early Childhood Education	10/04/21 06/09/22
New Hire	Machado-Roland, Eunice	Temp	Tch-Site Resource Elem I	Lichen	10/11/21 06/09/22
New Hire	Sherzad, Zachariah	Temp	Tch-Site Resource HS	Encina	09/22/21 06/09/22

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Alokozai, Basira	Prob	Nutrition Services Worker I	Kingswood	10/07/21
New Hire	Anderson, Ronald	Prob	Instructional Assistant I	Carriage	10/06/21
New Hire	Applegate, Elizabeth	Prob	Nutrition Services Worker I	Edison	10/07/21
New Hire	Biondi, Tonia	Prob	Instructional Assistant II	Orangevale Open	10/11/21
New Hire	Burbank, Cheyenne	Prob	Instructional Assistant I	Kingswood	10/04/21
New Hire	Catullo, Kari	Prob	Instructional Assistant I	Woodside	10/11/21
New Hire	De La Pena, Denise	Prob	Nutrition Services Worker I	Dyer-Kelly	10/07/21
New Hire	Enders, Kristen	Prob	Instructional Assistant III	Mariemont	10/11/21
New Hire	Garcia, Rhiannon	Prob	Nutrition Services Worker I	Howe Avenue	09/23/21
New Hire	Ghafari, Breshna	Prob	Intermediate Clerk	Sunrise Tech	10/06/21
New Hire	Gould, Samantha	Prob	Instructional Assistant I	Cameron Ranch	10/04/21
New Hire	Jacob, Andrea	Prob	Nutrition Services Worker I	Sylvan	10/07/21
New Hire	Jarquin, Ramon	Prob	Custodian	Maintenance and Operations	10/07/21
New Hire	Johnson, Chase	Prob	Custodian	Maintenance and Operations	10/11/21
New Hire	Jones, Destin	Prob	Instructional Assistant I	Oakview	10/06/21
New Hire	Morata, Juana	Prob	Instructional Assistant I	Edison	10/05/21
New Hire	Moreno Givens, Leila	Prob	Instructional Assistant I	Dyer-Kelly	10/04/21
New Hire	Nguyen, Phuongnga	Prob	Nutrition Services Worker I	Sierra Oaks	09/30/21
New Hire	Oliver, Joan	Prob	Nutrition Services Worker I	San Juan	09/30/21
New Hire	Overstreet, Maegan	Prob	Instructional Assistant I	Ottomon	09/20/21
New Hire	Safran, Joshua	Prob	Custodian	Howe Avenue	10/11/21
New Hire	Serrano, Marina	Prob	Custodian	Casa Roble	10/13/21
New Hire	Threets, De Vonia	Prob	Nutrition Services Worker I	Greer	10/07/21
New Hire	Valerga, Janis	Prob	Nutrition Services Worker I	Lichen	10/07/21
New Hire	Woodbine, Randi	Prob	IA-Deaf and Hard-of-Hearing	Marshall	10/12/21
New Hire	Yasir, Zainab	Prob	Instructional Assistant I	Del Paso Manor	10/11/21
New Hire	Zandi, Hengameh	Prob	Nutrition Services Worker I	Marshall	09/30/21
Rehire	Baxter, Alexis	Prob	MS Records/Reports Clerk	Arcade	10/11/21
Rehire	Colver, Sandra	Prob	Nutrition Services Worker I	Del Campo	09/30/21
Rehire	Elabed, Manal	Prob	Instructional Assistant I	Cottage	10/06/21

2. LEAVES OF ABSENCE

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Unpaid	Guyot, Monica	Perm	Lang/Speech/Hearing Spec	Special Education-Kenneth	10/19/21 06/09/22
Unpaid	Pierce, Shannon	Perm	Teacher Grade 7/8	Will Rogers	01/03/22 06/08/22
Unpaid	Soto, Lisette	Perm	Teacher Grade 1	Howe Avenue	04/07/22 06/08/22

3. SEPARATIONS

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Bray, Kelly	Perm	Instructional Assistant III	Special Education-Kenneth	10/15/21
Resignation	Contini, Jamie	Perm	Nutrition Services Supv I	Bella Vista	10/01/21
Resignation	Winkelmann, Shira	Prob	Instructional Assistant I	Northridge	10/05/21
Retirement	Acevedo, Lisa	Perm	IA-Multi-Severely Hndcp	Ralph Richardson	09/15/21
Retirement	Varischetti, Debra	Perm	Instructional Assistant II	Laurel Ruff	10/15/21
Termination	Duong, Dung	Perm	School/Community Worker	Pupil Personnel Services	09/24/21
Suspension	CL 509	Perm	Campus Monitor	Teaching and Learning	10/27/21

Agenda for the October 26, 2021 Board Meeting

4. ERRATA

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Strinden, Matthew	Prob	Vice Principal	Adult Education	10/14/21

*To adjust effective start date previously denoted as 10/11/21

AGENDA ITEM FOR THE OCTOBER 26, BOARD MEETING

SAN JUAN CHOICES CHARTER SCHOOL

SEPARATIONS

Certificated

Name

Scott Cermak

Reason

51- To take a teaching position w/district

Effective Date

October 8, 2021

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

cc: Brian Ginter
Kirsten Pogue
Nan Roux
Melissa Koehly
Gregg Rich

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

**AGENDA ITEM: H-2
MEETING DATE: 10/26/2021**

APPROVED:  
Jennifer Stahlheber

Purchasing Contracts Report

The following reports are submitted for board approval/ratification:

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



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

September 29, 2021 - October 12, 2021

PO#	Date	Vendor Name	Description	Amount \$	Site/ Department
TBD	10/8/2021	Davis Demographics	Demographic Studies	\$ 103,020.00	205 - Facilities
TBD	10/5/2021	Sierra Upper School of Sacramento	Language and Speech Therapy	\$ 222,300.00	101 - Special Education
203616	10/5/2021	Georgianna Horton	NPS Title I students supplemental instruction. Contract: 10/1/21-9/30/22	\$ 10,000.00	304 - Office of Student Learning Assistance
203613	10/5/2021	Janell Thomas	NPS Title I students supplemental instruction. Contract: 10/1/21-9/30/22	\$ 10,000.00	304 - Office of Student Learning Assistance
TBD	10/15/2021	Swing Education	System to post and manage substitute teacher and related professionals requests	\$ 133,914.00	219 - Human Resources
TBD	10/15/2021	Alder GSE	Teacher credentialing and Master Degree preparation Term: 8/1/21-6/30/23 Year 1: No Cost Year 2: \$161,000 Year 3: \$322,000	\$483,000.00 over three years	219 - Human Resources



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

September 29, 2021 - October 12, 2021

Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
201629	9/30/2021	Amazon	Additional purchases for Homeschool Program	\$ 10,000.00	\$ -	\$ 20,000.00	\$ 30,000.00	465 - Homeschool
202845	10/7/2021	Amazon	Additional PPE purchases	\$ 10,000.00	\$ 20,000.00	\$ 30,000.00	\$ 60,000.00	231 - Business Support Services
							\$ -	

Service Agreement Change Orders

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

Contract Consultant Amendments/Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
103805	10/26/2021	Verde Design	C/O#5 adding ticket booth fire alarm electrical design scope for San Juan Outdoor Learning project 204-9513-P1	\$ 558,935.00	\$ (5,435.00)	\$ 2,530.00	\$ 556,030.00	216 - Facilities
5251	10/26/2021	WLC Architects Inc.	C/O#1 design changes for Barrett MOD project 004-9495-P1	\$ 1,559,250.00	\$ -	\$ 30,990.35	\$ 1,590,240.35	216 - Facilities
5229	10/26/2021	WLC Architects Inc.	C/O#1 design changes for Barrett New Construction project 004-9512-P1	\$ 1,275,750.00	\$ -	\$ 95,740.00	\$ 1,371,490.00	216 - Facilities
201978	10/26/2021	JK Architecture Engineering	C/O#2 addition to scope adding 2 temporary housing classrooms Rio MOD (CTE) project 208-9495-P1	\$ 120,432.00	\$ 35,490.00	\$ 34,261.00	\$ 190,183.00	216 - Facilities
901605	10/26/2021	Innovative Construction Services, Inc.	C/O#3 add warranty items for PM, CM and Admin for Encina HVAC 202-9390-N1 project	\$ 93,621.00	\$ 82,348.00	\$ 7,500.00	\$ 183,469.00	216 - Facilities
901602	10/26/2021	Innovative Construction Services, Inc.	C/O#3 add warranty items for PM, CM and Admin for Mira Loma HVAC 205-9390-P1 project	\$ 93,621.00	\$ 82,348.00	\$ 8,650.00	\$ 184,619.00	216 - Facilities
901606	10/26/2021	Innovative Construction Services, Inc.	C/O#3 add warranty items for PM, CM and Admin for San Juan HVAC 204-9390-P1 project	\$ 93,621.00	\$ 82,598.00	\$ 7,500.00	\$ 183,719.00	216 - Facilities

Other Contract Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
200662	10/7/2021	Campbell Keller	C/O#1 Final furniture order for Cameron Ranch full site furniture replacement project 166-9306-J1	\$ 560,452.52	\$ -	\$ 90,761.42	\$ 651,213.94	216 - Facilities
202084/ 105173	10/12/2021	Campbell Keller	C/O#5 for Arden New Construction project final furniture order project 002-9512-P1	\$ 1,161,399.59	\$ 100,215.05	\$ 30,085.70	\$ 1,291,700.34	216 - Facilities
105338	10/12/2021	Campbell Keller	C/O#1 Del Campo New Construction project final furniture order project 207-9512-N1	\$ 302,204.36	\$ -	\$ 22,200.02	\$ 324,404.38	216 - Facilities
202235	10/8/2021	Campbell Keller	C/O#2 additional seating for students Grand Oaks Full Site Furniture Replacement project 119-9306-N1	\$ 558,905.16	\$ 3,710.36	\$ 8,006.13	\$ 570,621.65	216 - Facilities
201003	10/8/2021	Campbell Keller	C/O#2 additional seating for students Coyle Full Site Furniture Replacement project 162-9306-J1	\$ 472,573.49	\$ 2,684.11	\$ 11,046.36	\$ 486,303.96	216 - Facilities
202911	10/8/2021	Campbell Keller	C/O#2 additional seating for students Arlington Full Site Furniture Replacement project 103-9306-N1	\$ 223,822.08	\$ 3,563.48	\$ 48,713.81	\$ 276,099.37	216 - Facilities

Lease Amendments/Change Orders

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

General Contract Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
106903	10/11/2021	Kiz Construction, Inc.	CCD#2&4 unsuitable soil and striping in the parking lot for Encina aka K. Johnson MOD project 055-9495-P2	\$ 151,000.00	\$ 7,080.00	\$ 10,127.00	\$ 168,207.00	216 - Facilities

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

**AGENDA ITEM: H-3
MEETING DATE: 10/26/2021**

APPROVED:

Jennifer Stahlheber

[Signature] *[Initials]*

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	September 2021
01	General Fund	\$ 24,683,883.91
09	Charter Schools	14,486.55
10	Special Ed Pass-Thru	-
11	Adult Education	39,636.06
12	Child Development	1,353,488.71
13	Food Service/Cafeteria	955,491.29
14	Deferred Maintenance	167,224.68
21	Building Fund	34,447.81
22	Measure S Building Fund	1,000.00
23	Measure J Building Fund	64,276.42
24	Measure N Building Fund	1,982,409.88
25	Capital Facilities	4,105.00
26	Measure P Building Fund	7,035,233.69
35	State Schools Facilities Fund	-
40	Sp Res FD -- Capital Outlay Proj	-
67	Self Insurance	953,951.88
95	Student Body	-
TOTALS		\$ 37,289,635.88

PAYROLL AND BENEFITS		
All Funds	September 2021	
Certificated Payroll	\$ 20,225,564.55	
Classified Payroll	9,260,535.74	
Benefits	13,805,567.69	
TOTALS		\$ 43,291,667.98

GRAND TOTAL \$ 80,581,303.86

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

AGENDA ITEM: H-5

MEETING DATE: 10/26/2021

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: 10/18/2021

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



Board of Education Agenda Item**Surplus Property**

Oct 26th Meeting Date

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

Location/Site	Make	Model	Description	Serial #	Disposition
Coyle	Aver		Computer cart		Ewaste
Coyle	Aver		Computer cart		Ewaste
Coyle	Aver		Computer cart		Ewaste
Coyle	HP	OfficeJet Pro	Printer		Ewaste
Coyle	Epson		Projector		Ewaste
Coyle	HP	OfficeJet Pro	Printer		Ewaste
Coyle	HP	OfficeJet Pro	Printer		Ewaste
Orangevale Open	HP	LaserJet P3015	Printer	VNBCB70194	Ewaste

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

AGENDA ITEM: H-6

MEETING DATE: 10/26/2021

SUBJECT: School Plan for Student Achievement (SPSA), Starr King

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

DEPARTMENT: Student Learning Assistance

ACTION REQUESTED:

The superintendent is recommending that the board approve the School Plan for Student Achievement (SPSA) and corresponding budget for Starr King K-8.

RATIONALE/BACKGROUND:

San Juan Unified School District schools annually review and revise their school plans based on current data analysis and the latest research using a collaborative process involving members of the school community. Division of Teaching and Learning staff have worked with site leaders to ensure that their plans include a comprehensive needs assessment, stakeholder input and the identification of resource inequities. The SPSA outlines specific strategies for improving student outcomes through goals and actions that are aligned to the district's Strategic Plan and the Local Control and Accountability Plan (LCAP) and comply with federal program regulations. The SPSA provides site leaders and stakeholders with the opportunity to collaborate around goals and actions to mitigate resource inequities and promote equitable student outcome. The SPSA is an additional tool to advance our focus on strategic results.

Following anticipated approval by the board, this plan will be posted online to enhance communication and transparency for parents and community members.

ATTACHMENT(S):

N/A

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/20/2021; 10/04/2021; 10/18/2021

Board of Education: 09/28/2021

FISCAL IMPACT:

Current Budget: \$ 1,755,306 (district wide)

Additional Budget: \$ N/A

Funding Source: Supplemental

(Title I, and LCFF Supplemental)

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 7

Action: Measurable Outcomes

Strategic Plan: N/A

PREPARED BY:

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

APPROVED BY:

Debra Calvin, Ed.D., Assistant Superintendent, Educational Services 
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support 
Kent Kern, Superintendent of Schools 

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

AGENDA ITEM: H-7

MEETING DATE: 10/26/2021

SUBJECT: Donation or Disposal of Surplus/Obsolete Instructional Materials for the 2021-2022 School Year

DEPARTMENT: Business Support Services

CHECK ONE:

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

ACTION REQUESTED:

The superintendent is recommending that the board approve the donation or disposal of surplus/obsolete instructional materials by any economical means for the 2021-2022 school year pursuant to Board Policy 3270.

RATIONALE/BACKGROUND:

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

As authorized by Board Policy 3270, the governing board may authorize disposal of instructional materials by donating or sale to organizations or individuals who will use them for education purposes, as specified in Education Code 60510. Instructional materials which cannot be distributed as specified above, may be disposed of by any economical means at least 30 days after board approval.

ATTACHMENT(S):

N/A

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 10/18/2021

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY:

Susan Kane, Director, Business Support Services
Jennifer Stahlheber, Chief Financial Officer



APPROVED BY:

Kent Kern, Superintendent of Schools



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

AGENDA ITEM: H-8

MEETING DATE: 10/26/2021

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

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

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

RATIONALE/BACKGROUND:

The Local Control and Accountability Plan (LCAP) includes a provision for a parent advisory committee to be formed for the purpose of advising the board on matters connected with the plan. This committee, which is required by Education Code section 52063 (a)(1) and (a)(2), must include parents or legal guardians of students in the targeted populations for which funding is received (low income, foster, homeless youth, and English learners). The guidelines for the LCAP PAC are intended to increase engagement of parents and students, particularly of the targeted groups to improve student outcomes.

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

ATTACHMENT(S):

A: LCAP PAC New Members List

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 10/18/2021

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Gianfranco Tornatore, Director, Continuous Improvement and LCAP **G.T.**

APPROVED BY: Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *M.B.*
Kent Kern, Superintendent of Schools *KK*



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

On October 8, 2021, the board subcommittee on LCAP PAC membership recommended the following 2 student replacement members to be part of the LCAP PAC. These recommendations will replace 2 student members who graduated in June, 2021. This fills all 20 positions on the LCAP PAC.

With the new appointees, the committee will:

- Consist of 4 students, 14 parents, and 2 community members
- Represent 15 schools
- Include those representing low-income families, English learners, foster youth/homeless youth, and students with disabilities.

LCAP PAC student member nominations:

Member	Role	School(s)
Surina Naran	Student	Rio Americano HS
Natalie Prado	Student	Encina Preparatory HS

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

SUBJECT: Lease-Leaseback Contract Award for Rio Americano High School

DEPARTMENT: Facilities

AGENDA ITEM: H-9

MEETING DATE: 10/26/2021

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 3087, awarding the lease-leaseback contract for Rio Americano High School to Core Construction, pursuant to Education Code section 17406.

RATIONALE/BACKGROUND:

The Career Technical Education program supports two disciplines – Manufacturing & Product Development Technology and Health Science Technology. Updating the current program requires the refurbishment of the existing building and the reconfiguration of the spaces. In addition to modernized classrooms and labs, the project includes installing relocated and new specialty equipment. This modernization does not add any additional square footage. Existing and new utilities will be provided and or altered to support the specific needs of the program and its equipment. The three-building cluster will gain a sprinkler system fed from a new fire line. The site lease agreement and facilities lease agreement are available for reference at the Facilities Office.

ATTACHMENT(S):

A: Resolution No. 3087

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 10/18/2021

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 *JA*

APPROVED BY:

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

RESOLUTION NO. 3087

**RESOLUTION BEFORE THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION APPROVING THE AWARD OF THE LEASE-LEASEBACK
CONTRACT TO CORE CONSTRUCTION FOR THE RIO AMERICANO HIGH
SCHOOL CTE PROJECT AND SETTING FORTH THE WRITTEN BASIS FOR THIS
DECISION TO AWARD**

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

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

WHEREAS, consistent with those mandatory procedures and guidelines, the District issued Request for Proposals #22-201 (“RFP”), which (1) included a requirement for proposers to be prequalified under Section 20111.6 of the Public Contract Code, (2) included an estimate of the price of the Project, a description of preconstruction services to be provided, and a description of the facilities to be constructed; (3) included the key elements of the instrument to be awarded; (4) included a description of the criteria to be considered in evaluating the Proposals; and (5) included the scoring to be applied to the proposals; and

WHEREAS, two (2) potential lease-leaseback proposers submitted Proposals in response to the RFP, which, the District has carefully examined

NOW, THEREFORE, pursuant to Education Code section 17406 the San Juan Unified School District Board of Education does hereby determine to award the Site Lease and Facilities Lease for the Project to Core Construction for the following reasons:

1. The District determined to select its lease-leaseback provider for the Project based on best value in accordance with the evaluation criteria stated in the RFP.
2. Core Construction submitted a Proposal responsive to the RFP, which has been determined to present the best value to the District. The Proposal received a score of 280.50 out of a possible 300. This was the highest score received, with the other proposer receiving a score of 241.75 by Otto Construction.
3. Core Construction demonstrated that it will satisfy the skilled and trained workforce availability, as defined in Public Contract Code section 2601
4. The initial amount of the Facilities Lease shall be \$20,000.00 for pre-construction services only. No construction services are authorized at this time.

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 October 26, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attest:

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

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

AGENDA ITEM: H-10

MEETING DATE: 10/26/2021

SUBJECT: Warehouse Lease Between
San Juan Unified School District and DHB Sacramento Plaza LLC

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

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending that the board approve the warehouse lease agreement between San Juan Unified School District and DHB Sacramento Plaza LLC.

RATIONALE/BACKGROUND:

The San Juan Unified School District has the need for additional storage space that it does not currently have in the district due to district surplus furniture from construction projects.

ATTACHMENT(S):

A: Lease Agreement and Summary Page

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 10/18/2021

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 



Certificate Of Completion

Envelope Id: E1EFF6C021484162991365D94D0B9942

Status: Delivered

Subject: 4909 Auburn Unit #2 Lease Document

Source Envelope:

Document Pages: 21

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 21

Anton Qiu

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1450 Buckingham Way

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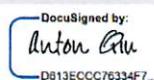
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anton@apcap.us

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Signer Events

Anton Qiu
anton@apcap.us
Managing Member
Anchor Pacific Capital, Inc. / Anchor Property Management, LLC
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 73.158.60.41

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Electronic Record and Signature Disclosure:
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frank camarda
frank.camarda@sanjuan.edu
Assistant Superintendent Facilities
Security Level: Email, Account Authentication (None)

Sent: 10/12/2021 12:19:28 PM
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Agent Delivery Events

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cchenoweth@sanjuan.edu

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cheryl@anchorpacificcapital.com
Security Level: Email, Account Authentication (None)

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APPROVED AS TO FORM

Linda C.T. Simlick
General Counsel, SJUSD

Date

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Notary Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	10/12/2021 12:19:29 PM
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Payment Events	Status	Timestamps



STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only 10/12/2021, is made by and between DHB Sacramento Plaza LLC ("Lessor") and San Juan Unified School District ("Lessee") (collectively the "Parties", or individually a "Party").

1.2 **Premises:** That certain portion of the Shopping Center (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state): 4909 Auburn Blvd., Unit #2, Sacramento ("Premises").

The Premises are located in the County of Sacramento and generally described as (describe briefly the nature of the Premises): Unit #2 (middle) of a 3-tenant retail center. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Shopping Center. The Premises and the Building are situated within the Shopping Center known as Auburn & College Shopping Center. The Premises, the Building, the Common Areas, and all other buildings and improvements within said Shopping Center, together with the land upon which they are located, are herein collectively referred to as the "Shopping Center." (See also Paragraph 2)

1.3 **Term:** two (2) years and Zero (0) months ("Original Term") commencing January 1, 2022 ("Commencement Date") and ending December 31, 2024 (subject to termination described in Addendum #1) ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$7,000.00 per month ("Base Rent"), payable on the 1st day day of each month commencing January 1, 2022. (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph _____.

1.6 **Percentage Rent Rate:** N/A percent (N/A %) of Gross Sales. Percentage Rent shall be due and payable in accordance with the provisions of the Percentage Rent Addendum, if any, attached hereto and made a part hereof, and Paragraph 4 hereof.

1.7 **Lessee's Share of Common Area Operating Expenses:** _____ percent (14 %) ("Lessee's Share"). In the event that the size of the Premises and/or the Shopping Center are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.8 **Merchants' Association Annual Dues:** n/a per year ("Merchants' Association Dues"). Lessee shall pay Merchants' Association Dues and/or become a member of the Merchants' Association in accordance with the provisions of the Merchants' Association Addendum, if any, attached hereto.

1.9 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** \$7,000.00 for the period January 1, 2022 - January 31, 2022.

(b) **Common Area Operating Expenses:** The current estimate for the period _____ is _____.

(c) **Security Deposit:** \$7,000.00 ("Security Deposit"). (See also Paragraph 5)

(d) **Merchants' Association Dues:** _____ for the period _____.

(e) **Other:** _____ for _____.

(f) **Total Due Upon Execution of this Lease:** \$14,000.00.

1.10 **Agreed Use:** Storage of furniture and other school supplies. (See also Paragraph 6)

1.11 **Agreed Trade Name:** San Juan School District. (See also Paragraph 6)

1.12 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)

1.13 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Anchor Property Management, LLC License No. 02024556 Is the broker of (check one): the Lessor; or both the Lessee and Lessor (dual agent).

Lessor's Agent Anton Qiu License No. _____ is (check one): the Lessor's Agent (salesperson or broker associate); or both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm N/A License No. _____ is the broker of (check one): the Lessee; or both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): the Lessee's Agent (salesperson or broker associate); or both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.14 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by San Juan Unified School District ("Guarantor"). (See also Paragraph 37)

1.15 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

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- an Addendum consisting of Paragraphs _____ through _____;
- a site plan marked Exhibit _____ depicting the Premises;
- a site plan marked Exhibit _____ depicting the Shopping Center;
- a current set of the Rules and Regulations for the Shopping Center;
- a current set of the Sign Criteria for the Shopping Center;
- a Work Letter;
- other (specify): _____.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Premises shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Premises. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act) and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate



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to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. Lessee shall not use and shall not permit its employees to use any parking spaces in the Shopping Center except for parking by vehicles that are no larger than full-size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Lessee shall permit its employees to only occupy those parking spaces, if any, as depicted as employee parking spaces on the Shopping Center site plan. Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Shopping Center and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Shopping Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Shopping Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas, nor the right to display merchandise or conduct sales in the Common Areas. Any such storage, display or sales shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, as exercised in Lessor's sole discretion, which consent may be revoked at any time. In the event that any unauthorized storage or displays shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Shopping Center and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Shopping Center.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes or additions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, elevations, landscaped areas, signage, walkways and utility raceways;

(b) To use and close temporarily any of the Common Areas for the purpose of maintaining, repairing and altering the Shopping Center, so long as reasonable access to the Premises remains available, and to close temporarily any of the Common Areas to whatever extent is required in the opinion of Lessor's counsel to prevent a dedication of or the accrual of any rights of any persons or of the public to any of the Common Areas;

(c) To designate other land outside the boundaries of the Shopping Center to be a part of the Common Areas or to be entitled to use the Common Areas on a reciprocal basis;

(d) To add additional buildings and improvements to the Common Areas; and

(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Shopping Center as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

2.11 Common Areas - Promotional Events; Sidewalk Sales. Lessor reserves the right, from time to time, in Lessor's sole discretion, to utilize portions of the Common Areas for promotional events, which may include but shall not be limited to entertainment. Lessor further reserves the right, in Lessor's sole discretion, to permit any one or more tenants of the Shopping Center to conduct the display and/or sale of merchandise from the sidewalks immediately adjacent to such tenants' respective premises.

2.12 Common Areas - Remodeling. At any time during the Term, Lessor may remodel or expand, in any manner, the existing Shopping Center, which work may include, without limitation, the addition of shops and/or new buildings to the Shopping Center (collectively, "Remodeled Center"). If Lessor deems it necessary for construction personnel to enter the Premises in order to construct the Remodeled Center, Lessor shall give Lessee no less than 60 days prior notice and Lessee shall allow such entry. Lessor shall use reasonable efforts to complete any work affecting the Premises in an efficient manner so as not to interfere unreasonably with Lessee's business. Lessee shall not be entitled to any damages for any inconvenience or any disruption to Lessee's business caused by such work; provided, however, the Base Rent paid by Lessee for the period of the inconvenience shall be abated in proportion to the degree that Lessee's use of the Premises is impaired. Lessor shall have the right to use portions of the Premises to accommodate any structures required for the Remodeled Center, provided that if as a result thereof there is a permanent decrease in the floor area of the Premises of 3% or more, there shall be a proportionate downward adjustment of Base Rent and Lessee's Share.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If an Early Possession Date has been specified in Paragraph 1.4, the Parties intend that Lessee shall have access to the Premises as of the Early Possession Date for purposes of preparing and fixturing the Premises for the conduct of Lessee's business. If Lessee totally or partially occupies the Premises prior to the Commencement Date for any reason (and for purposes hereof, "occupancy" shall include, without limitation, Lessee's entry onto the Premises for purposes of preparing and fixturing the Premises for

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business), the obligation to pay Base Rent and Percentage Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to Lessee's obligations to carry insurance and to maintain the Premises) shall be in effect during such period, except that Lessee's obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums shall only be in effect prior to the Commencement Date if Lessee has opened for business in the Premises prior to the Commencement Date. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Common Area Operating Expenses. ~~Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent and, if applicable, Percentage Rent, Lessee's Share (as specified in Paragraph 1.7) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:~~

- (a) ~~"Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Shopping Center, including, but not limited to, the following:~~
 - (i) ~~Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, and replacement as reasonably necessary, of the following:~~
 - (aa) ~~The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, parking lot striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.~~
 - (bb) ~~Exterior signs and any tenant directories.~~
 - (cc) ~~Any fire detection and/or sprinkler systems.~~
 - (dd) ~~Common electrical, plumbing and other utilities servicing any building in the Shopping Center and/or the Common Areas.~~
 - (ee) ~~All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.~~
 - (ii) ~~The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.~~
 - (iii) ~~The cost of trash disposal, pest control services, property management (including, but not be limited to, a property management fee to Lessor equal to 5% of Base Rent and Percentage Rent), security services, and the costs of any environmental inspections.~~
 - (iv) ~~Reserves set aside for equipment, maintenance, repair and replacement of Common Areas.~~
 - (v) ~~Real Property Taxes (as defined in Paragraph 10).~~
 - (vi) ~~The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.~~
 - (vii) ~~Any deductible portion of an insured loss concerning the Building or the Common Areas.~~
 - (viii) ~~Auditors', accountants' and attorneys' fees and costs related to the operation of the Shopping Center.~~
 - (ix) ~~The cost of any capital improvement to the Building or the Shopping Center not covered under the provisions of Paragraph 2.3, provided, however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.~~
 - (x) ~~The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.~~
 - (b) ~~If Lessor determines that the method of proration of any item included within Common Area Operating Expenses is inequitable, Lessor may prorate such item on the basis of usage or other equitable considerations. Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to any other premises or building in the Shopping Center or to the operation, repair and maintenance thereof, shall be allocated entirely to such premises or building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to any premises or building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Shopping Center.~~
 - (c) ~~The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Shopping Center already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.~~
 - (d) ~~Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over payment against Lessee's future payments. If Lessor's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.~~
 - (e) ~~If there are one or more Major Tenants (as hereinafter defined) within the Shopping Center, then at Lessor's sole option, the amount to be reimbursed by such Major Tenants to Lessor for all or a portion of the Common Area Operating Expenses may be determined by alternative equitable methods (e.g., a Major Tenant may pay directly for its own security), and the actual amount paid by such Major Tenants shall be credited against the Common Area Operating Expenses allocated to other tenants of the Shopping Center; provided, however, that in such event the rentable area of the buildings leased to such Major Tenants shall be excluded from the rentable area of the Shopping Center for purposes of determining Lessee's Share of Common Area Operating Expenses for those specific items.~~

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~~notwithstanding the percentage set forth in Paragraph 1.7. As used herein, the term "Major Tenant" shall mean a tenant leasing at least 15,000 square feet of rentable area within the Shopping Center.~~

~~(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.~~

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 Use.

(a) **Agreed Use; Agreed Trade Name.** Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose, and Lessee shall operate at the Premises only under the Agreed Trade Name and under no other trade name. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvement on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises, and/or is not in conflict with or incompatible with the existing or proposed uses (whether or not exclusive) of other occupants of the Shopping Center. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Trade Name, so long as the same is not in conflict with or incompatible with the nature and character of the Shopping Center or other existing or proposed uses of other occupants of the Shopping Center. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use and/or Agreed Trade Name.

(b) **Continuous Operation.** Lessee shall continuously (i) operate and conduct the Agreed Use under the Agreed Trade Name within the entire Premises in a reputable manner and in conformity with industry standards of practice prevailing in the field of business among merchants engaged in the same or similar business in the city in which the Premises are located, (ii) staff the Premises with sufficient sales personnel, stock the Premises with adequate merchandise and exercise sound business practices so as to maximize Gross Sales for the benefit of Lessor. At a minimum, Lessee shall keep the Premises continuously open for business Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturday from 9:00 a.m. to 6:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m. If Lessee fails to comply with the requirements of this Paragraph 6.1(b), then in addition to any and all other rights and remedies of Lessor, Lessee shall pay to Lessor an amount equal to 1/15th of the Base Rent for each day or portion thereof that Lessee fails to so comply. Such sum shall be in addition to, and not a part of, the Base Rent otherwise due under this Lease.

(c) **Violations of Exclusive Use Rights.** Lessee acknowledges that Lessor may grant, or may have previously granted, exclusive use rights to other tenants of the Shopping Center and agrees that a material consideration to Lessor in entering into this Lease is Lessee's covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above. Lessee's violation of exclusive use rights granted to other tenants of the Shopping Center will result in Lessor suffering irreparable harm and, therefore, in addition to all other rights and remedies available to Lessor, Lessor may seek to enjoin Lessee's breach of such covenant and Lessee shall be liable for any damages incurred or sustained by Lessor to such other tenants whose exclusive use rights are breached by Lessee. In no event shall Lessor be liable to Lessee for any failure of any other tenants of the Shopping Center to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.

(d) **Other Tenancies.** Lessor, at its sole discretion, reserves the absolute right to establish procedures to control other tenancies in the Shopping Center. Regardless of whether any specific tenants are shown on any site plan attached hereto, Lessee does not rely on that fact, nor does Lessor represent that any specific tenant or number or type of tenants shall or shall not during the Term occupy any portion of the Shopping Center, nor does Lessee rely on any other tenant operating its business in the Shopping Center at any particular time or times. Further, no conduct by any tenant, subtenant or other occupant of, or any customer of, or any supplier to or use of any portion of the Shopping Center shall constitute an eviction, constructive or otherwise, of Lessee from the Premises, and Lessee hereby waives any and all claims that it might otherwise have against Lessor by reason thereof.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either:

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potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Shopping Center not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of

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written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by

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Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Shopping Center if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

DS 8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done

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anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and Its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Shopping Center, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises or Common Areas which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total Replacement Cost of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

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9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Damage to Shopping Center. In the event of any damage or destruction to other portions of the Building or to any other buildings in the Shopping Center, whether insured or uninsured (and whether or not there is also damage or destruction to the Premises), which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction, Lessor may either (i) repair such damage or destruction as soon as reasonably possible without expense to Lessee, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage or destruction. Such termination shall be effective 60 days following the date of such notice.

9.7 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Base Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.8 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Shopping Center, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Shopping Center address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Shopping Center, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Shopping Center, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 Additional Improvements. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Shopping Center by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request, or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

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11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. To the extent any such utilities and/or services are not separately metered, Lessee shall pay Lessee's Share thereof in accordance with Paragraph 4.2. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent and Percentage Rent Rate to 110% of the Base Rent and Percentage Rent Rate then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

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- (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
- (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- (a) The vacating or abandonment of the Premises. Lessee shall be deemed to have vacated the Premises if Lessee ceases to continuously operate its business in the Premises for a period of 5 consecutive days.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.
- (c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.
- (d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.
- (e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.
- (f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
- (g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.
- (h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.
- (b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.
- (c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration

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or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.13 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Shopping Center, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.13, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

DS (a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by AIR CRE, plus such additional

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information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provisions or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent

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has the following affirmative obligations: **To the Lessor:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. **To the Lessee and the Lessor:** (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent:** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. **To the Lessee and the Lessor:** (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee:** A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent and Percentage Rent Rate being 150% of the Base Rent and Percentage Rent Rate payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement

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provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. All signs must comply with all Applicable Requirements. Lessee shall not place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls or the roof of the Building, or anywhere else within the Shopping Center outside of the Premises, or on any interior portions of the Premises that are visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material or any other items without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion. Lessor shall designate the size, shape, color, design, and location of all exterior sign(s) to be installed by Lessee, and Lessee shall, at Lessee's sole cost and expense, fabricate, construct and install all such sign(s) in full compliance with Lessor's designation and in accordance with the Sign Criteria for the Shopping Center attached hereto, if any. Lessee agrees to submit plans and specifications for Lessee's sign(s) for Lessor's written approval within 30 days after the full execution hereof and to install such sign(s) prior to opening for business at the Premises. Lessor, at Lessee's cost, may remove any item placed, constructed or maintained in, upon or about the Premises or Shopping Center which does not comply with this paragraph. In the event there is a pole, pylon or monument sign for the Shopping Center, Lessor shall have the right, but not the obligation, to install lettering designating Lessee's business on such sign, at Lessee's expense, with Lessor's approval of location, size, style and color. All signs that are permanently attached to the Premises or Building shall become the property of Lessor at the expiration or earlier termination hereof; provided, however, that Lessee shall promptly remove all such signs if Lessor so elects, and Lessee shall promptly repair all damage caused by such removal. Lessee shall not place, construct or maintain in, upon or about the Premises any search lights, flashing lights, loudspeakers, phonographs or other visual or audio media.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. In those express instances where consent is within the sole discretion of a party, the party shall have no obligation to adhere to a standard of reasonableness. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease

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that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. While Lessor does not assume any responsibility to provide any security measures or any liability for failure to provide security measures or for any inadequacy thereof, Lessor shall have the authority to institute or continue such security measures as Lessor in its sole discretion deems necessary or appropriate from time to time, the cost and expenses of which shall be considered Common Area Operating Expenses. To the degree directed by Lessor, Lessee shall coordinate its security measures at the Premises with the security measures instituted by Lessor, if any.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Building Planning. Lessor shall have the right at any time or times, upon giving Lessee not less than 60 days prior written notice, to provide and furnish Lessee with space of comparable visibility located elsewhere within any of the buildings within the Shopping Center and to move Lessee into such new space, provided that the usable area of such new space is not less than the usable area of the Premises and provided that all of Lessee's reasonable out-of-pocket moving expenses (including but not limited to the cost of moving Lessee's personal property, the cost of reprinting Lessee's stationery or other business materials with the new address, and the cost to relocate and reinstall tenant improvements and Lessee's telecommunications and computer equipment) shall be paid by Lessor, and provided further that Lessor shall construct at Lessor's expense such improvements to such new space as shall be necessary to place it in a condition that is substantially comparable to the Premises. Except as provided in the immediately preceding sentence, Lessor shall have no obligation to improve such space or pay any other expenses incurred by Lessee as a result of such relocation. On such relocation, the terms and conditions of this Lease shall remain in full force and effect, including but not limited to the Base Rent payable hereunder and Lessee's Share (even if the usable area of such relocated Premises is in excess of the usable area of the Premises), except that the Premises shall be in such new location. Upon Lessor's request, the Parties shall execute an amendment to this Lease in form required by Lessor confirming the relocation of the Premises to such new location. If the new space does not meet with Lessee's approval, which approval Lessee shall give or withhold in accordance with Paragraph 36, Lessee shall have the right to cancel this Lease by giving Lessor written notice thereof within 15 days of receipt of Lessor's notification of its intent to relocate Lessee. Lessee's failure to give such notice within such 15 day period shall be deemed Lessee's approval of the new space. If timely notice is given by Lessee, then this Lease shall terminate unless Lessor rescinds Lessor's prior notice of its intent to relocate Lessee within 10 days after Lessor's receipt of Lessee's notice of cancellation.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially

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change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:
On: 10/12/2021

By LESSOR:

DHB Sacramento Plaza LLC

DocuSigned by:



Name Printed: Anton Qiu

Title: Asset Manager for the Owner

Phone: _____

Fax: _____

Email: _____

By:
Name Printed: _____

Title: INITIALS



INITIALS

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SCLN-20.30, Revised 10-22-2020

Executed at: _____

On: _____

By LESSEE:

San Juan Unified School District

By:

Name Printed: Frank Camarda

Title: Chief Operating Officer

Phone: _____

Fax: _____

Email: Frank.Camarda@sanjuan.edu

By:
Name Printed: _____

Title: INITIALS



INITIALS

Last Edited: 10/8/2021 5:31 PM

Page 18 of 19

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Anchor Property Management, LLC

Attn: Anton Qiu

Title: Managing Member

Address: 675 N 1st Street, c/o Bldg Mgmt
Office, San Jose, CA 95112

Phone: (408) 457-5678

Fax: _____

Email: _____

Federal ID No.: _____

Broker DRE License #: 02024556

Agent DRE License #: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

N/A

Attn: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker DRE License #: _____

Agent DRE License #: _____

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#1 AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of 10/12/2021, by and between DHB Sacramento Plaza LLC ("Lessor") and San Juan Unified School District ("Lessee").

WHEREAS, on or about 10/12/2021 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 4909 Auburn Blvd., Unit #2, Sacramento (the "Premises"), and

WHEREAS, Lessor and Lessee have have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

TERM: The Expiration Date is hereby advanced extended to subject to a mutual 90-day written termination rights by both the Lessor and Lessee. If Lessee exercise the option to terminate, Lessee shall re-imburse Lessor all remaining unamortized transactional costs including leasing commission and other lease preparation fees, etc.

AGREED USE: The Agreed Use is hereby modified to: Lessee agrees to use the left side portion of the space for approximately 10,000 square feet (lines shall be painted on the floor subject review and approval by Landlord's property manager) and all of Lessee's inventories shall stay within that boundary throughout the term. Lessee hereby agrees to take possession of the leased Premises under it's absolute "as is", "where is" with "no faults" to the landlord. Lessee is granted non-exclusive use/access to the loading dock and shall be responsible for any repair and maintenance of the loading dock door due to Lessee's usage. Lessee is fully aware that Lessor's broker will continue to market the entire Premises for lease including Lessee's leased Premises. Lessee agrees that Lessor's broker can continue to show the Premises to any potential tenants and brokers during the term of the lease. Lessee shall not occupy the space until it provides Lessor with property business liability insurance. Upon execution, Lessee agrees to pay Lessor a one time \$1,000 Lease Preparation Fee which is non-refundable.

BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: 3.0% increase on 1/1/2023.

OTHER: _____.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

DHB Sacramento Plaza LLC

DocuSigned by:

By: Anton Qiu

Name Printed: Anton Qiu

Title: Asset Manager for the Owner

Phone: _____

Fax: _____

Email: _____

By: _____


INITIALS

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ATL-1.02, Revised 10-22-2020

By Lessee:

San Juan Unified School District

By:

Name Printed: Frank Camarda

Title: Chief Operating Officer

Phone: _____

Fax: _____

Email: Frank.Camarda@sanjuan.edu

By: _____

Name Printed: _____

INITIALS

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Page 1 of 2

Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Federal ID No.: _____

Title: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
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**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: J-1

MEETING DATE: 10/26/2021

SUBJECT: School Start Times 2022-2023

CHECK ONE:

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

DEPARTMENT: Administration

ACTION REQUESTED:

The superintendent is recommending that the board hear and discuss a presentation on school start times for the 2022-2023 school year in response to Senate Bill 328.

RATIONALE/BACKGROUND:

The school start times presentation will provide the board with information regarding the district's current bell schedules, as well as three different options with associated costs of proposed changes to the bell schedule in response to Senate Bill 328.

ATTACHMENT(S):

- A: Presentation
- B: Supporting Tables
- C: Senate Bill No. 328
- D: Education Code No. 46148

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/27/2021, 10/11/2021, 10/18/2021

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:

Robert Ozenberger, Director, Transportation
Tabatha Stromberg, Operations Manager, Transportation

APPROVED BY:

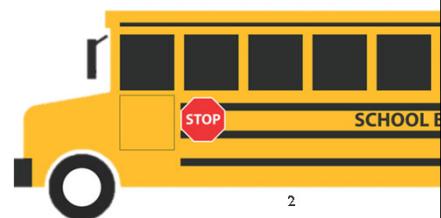
Frank Camarda, Chief Operations Officer 
Kent Kern, Superintendent of Schools 

2022/2023 SCHOOL START TIMES



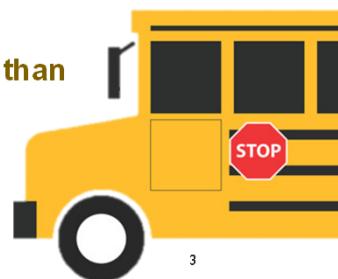
TONIGHT'S AGENDA

- ❖ Senate Bill No. 328
- ❖ Education Code 46148
- ❖ National and local driver shortages
- ❖ Efforts to hire new drivers and recruit existing drivers
- ❖ Equipment challenges
- ❖ Day in the life of a driver
- ❖ Factors for consideration
- ❖ Past and current data
- ❖ Options



SB 328, PORTANTINO PUPIL ATTENDANCE SCHOOL START TIMES

- Approved by the Governor and filed with the Secretary of State on October 13, 2019
- Education Code Section 46148, The people of the State of California do enact as follows:
 - The school day for high schools shall begin no earlier than 8:30 a.m.
 - The school day for middle schools shall begin no earlier than 8:00 a.m.
- Implementation no later than July 1, 2022



NATIONAL DRIVER SHORTAGE

The National Association for Pupil Transportation (NAPT), the National Association of State Directors of Pupil Transportation Services (NASDPTS), and the National School Transportation Association (NSTA) recently conducted a joint survey of America's shortage of school bus drivers. The results confirm what many have been saying.

"As school districts across the country return to in-person learning and COVID continues to have an impact on education in general and school transportation scheduling and logistics in particular, the shortage of school bus drivers has become conspicuous. But let's be clear – this is not a new problem. Nor it is easy to solve" said NAPT Executive Director Mike Martin.

In a question that allowed for multiple answers:

- 50% of respondents said the rate of pay is a major factor affecting their ability to recruit and retain drivers.
- 45% cited the "length of time to secure a CDL"
- 38% said the "availability of benefits"
- 38% said the "hours available to work"

WHAT DOES IT TAKE TO BECOME A SCHOOL BUS DRIVER?

- ❖ 20 hours minimum classroom
- ❖ 20 hours minimum behind the wheel training
- ❖ CHP, DMV, medical, drug & alcohol, background testing
- ❖ Six weeks minimum training process for each applicant



Orientations are held monthly to get new bus drivers prepared to attend the San Juan Unified School District's Bus Driver Academy for the purpose of obtaining a commercial license to transport students.

5

EFFORTS TO HIRE NEW DRIVERS AND RECRUIT EXISTING DRIVERS

- ❖ \$2,000 signing bonus
- ❖ Hiring events
- ❖ Advertising on EDJOIN.ORG
- ❖ Consistent interviews
- ❖ Advertising in local and national transportation platforms




San Juan
Unified School District

SCHOOL BUS DRIVERS WANTED

Hiring event

DATE: WEDNESDAY, OCT. 13
TIME: BY APPOINTMENT*
LOCATION: 3050 ORANGEGROVE AVE., NORTH HIGHLANDS

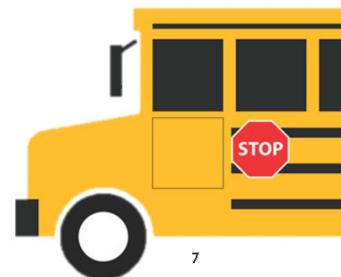
Limited Space!

*REGISTER BY CALLING THE TRANSPORTATION OFFICE AT: (916) 971-7689

6

EQUIPMENT CHALLENGES

- Adding additional routes requires more buses
- Currently 70 buses past their useful life
- Limited equipment replacement program to keep up with existing demand
- 6-12 months to purchase and take delivery of new buses
- Average cost of a new bus: \$175k



A DAY IN THE LIFE OF A DRIVER

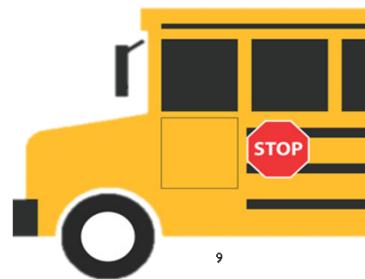
The driver starts at 6:00 a.m., departs the yard at 6:15 a.m., picks up seven students and then drops at school A at 7:45 a.m. The driver unloads the students and departs school A.

The driver starts second half of route and picks up three students and delivers them to school B at 8:35 a.m.



FACTORS FOR CONSIDERATION

- ❖ School start times support routing across divisions (elementary, middle, high)
- ❖ Consistent start times potentially allow for greater:
 - ❖ Efficiency
 - ❖ Cost savings
 - ❖ Program access
- ❖ Impact to families



9

PAST AND CURRENT DATA

- ❖ 2019-20 Data
 - ❖ 1,293 students transported
 - ❖ 100 routes
- ❖ 2021-22 Data
 - ❖ 826 students transported
 - ❖ 74 routes
- ❖ Average route cost \$90K-\$100K



10

OPTION A

- 1,293 students transported (using 2019/2020 data)
- 84 routes
- Bus Drivers - 10 additional positions from current 74
- Projected total - \$7,560,000-\$8,400,000
- School start times would change between 10 minutes and an hour and 10 minutes
- Cost savings over projected future year budgets

11

OPTION B

- 1,293 students transported (using 2019/2020 data)
- 104 routes
- Bus Drivers - 30 additional positions from current 74
- Projected total - \$9,360,000-\$10,400,000
- School start times would change between 0 minutes and 45 minutes
- Cost neutral to projected future year budgets

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OPTION C

- ❖ 1,293 students transported (using 2019/2020 data)
- ❖ 124 routes
- ❖ Bus Drivers - 50 additional positions from current 74
- ❖ Projected total - \$11,160,000-\$12,400,000
- ❖ Leaves elementary school start as current time
- ❖ School start times would change between 0 minutes and 35 minutes
- ❖ Cost increase to projected future year budgets
 - ❖ Would require cuts to other programs to fund increase

13

**THANK YOU!
QUESTIONS?**



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SITE	CURRENT SITE BELL TIMES, THURSDAY	OPTION A BELL TIMES (09/27 Cabinet)	DIFFERENCE	OPTION B BELL TIMES (10/11 Cabinet)	DIFFERENCE	OPTION C BELL TIMES (10/18 Cabinet)	DIFFERENCE
Number of Routes-		Approx. 84		Approx. 104		Approx. 124	
ARLINGTON	8:05 - 2:30, TH 1:10	7:55 - 2:20	10 Min	7:45 - 2:10	20 Min	8:05 - 2:30	NONE
CAMBRIDGE HEIGHTS	8:15 - 2:00, TH 12:50 9:05 - 2:50, TH 1:40	7:40 - 1:25	35 Min	7:45 - 1:30	30 Min	8:15 - 2:00	NONE
COYLE	8:00 - 2:30, TH 1:15	7:40 - 2:10	20 Min	7:45 - 2:15	15 Min	8:00 - 2:30	NONE
DYER KELLY	8:10 - 2:35, TH 1:20	7:55 - 2:20	15 Min	7:45 - 2:10	25 Min	8:10 - 2:35	NONE
DETERDING	8:05 - 2:40, TH 1:25	7:55 - 2:30	10 Min	7:45 - 2:20	20 Min	8:05 - 2:40	NONE
GREER	8:15 - 2:40, TH 1:15	7:40 - 2:05	35 Min	7:45 - 2:10	30 Min	8:15 - 2:40	NONE
HOWE	8:05 - 2:40, TH 1:25	7:40 - 2:15	25 Min	7:45 - 2:20	20 Min	8:05 - 2:40	NONE
MARIPOSA	8:05 - 2:30, TH 2:00	7:55 - 2:20	10 Min	7:45 - 2:10	20 Min	8:05 - 2:30	NONE
OTTOMON	8:05 - 2:35, TH 1:15	7:40 - 2:10	25 Min	7:45 - 2:15	20 Min	8:05 - 2:35	NONE
PASADENA	8:15 - 2:50, TH 1:30	7:40 - 2:15	35 Min	7:45 - 2:20	30 Min	8:15 - 2:50	NONE
TRAJAN	8:00 - 2:30, TH 1:20	7:40 - 2:10	20 Min	7:45 - 2:15	15 Min	8:00 - 2:30	NONE
WHITNEY	8:15 - 2:45, TH 1:30	7:40 - 2:10	35 Min	7:45 - 2:15	30 Min	8:15 - 2:45	NONE
ARCADE	8:05 - 2:43, TH 1:25	8:55 - 3:33	50 Min	8:00 - 2:38	5 Min	8:05 - 2:43	NONE
ARDEN	7:55 - 2:41, TH 1:26	8:55 - 3:41	1 Hour	8:00 - 2:46	5 Min	8:00 - 2:46	5 Min
BARRETT	7:55 - 2:40, TH 1:25	8:55 - 3:40	1 Hour	8:00 - 2:45	5 Min	8:00 - 2:45	5 Min
CARNegie	7:53 - 2:38, TH 1:23	8:55 - 3:40	1Hr2Min	8:00 - 2:45	7 Min	8:00 - 2:45	7 Min
CHURCHILL	7:55 - 2:40, TH 1:28	8:55 - 3:40	1 Hour	8:00 - 2:45	5 Min	8:00 - 2:45	5 Min
EDISON	8:15 - 2:45, TH 1:20	8:55 - 3:25	40 Min	8:00 - 2:30	15 Min	8:15 - 2:45	NONE
GOLD RIVER	8:45 - 3:15, TH 1:50	8:55 - 3:25	10 Min	8:00 - 2:30	45 Min	8:45 - 3:15	NONE
KATHERINE JOHNSON	8:00 - 2:50, TH 1:25	8:55 - 3:45	55 Min	8:00 - 2:50	NONE	8:00 - 2:50	NONE
KINGSWOOD	8:45 - 3:15, TH 2:00	8:55 - 3:25	10 Min	8:00 - 2:30	45 Min	8:45 - 3:15	NONE
LICHEN	8:05 - 2:35, TH 1:25	8:55 - 3:25	50 Min	8:00 - 2:30	5 Min	8:05 - 2:35	NONE
ORANGEVALE OPEN	8:30 - 3:00, TH 1:45	8:55 - 3:25	25 Min	8:00 - 2:30	30 Min	8:30 - 3:00	NONE
PASTEUR	7:45 - 2:38, TH 1:05	8:55 - 3:48	1Hr10Min	8:00 - 2:53	15 Min	8:00 - 2:53	15 Min
ROGERS	7:50 - 2:35, TH 1:11	8:55 - 3:40	1Hr5Min	8:00 - 2:45	10 Min	8:00 - 2:45	10 Min
SIERRA OAKS	8:10 - 2:40, TH 1:25	8:55 - 3:25	45 Min	8:00 - 2:30	10 Min	8:10 - 2:40	NONE
STARR KING	8:05 - 2:30, TH 1:25	8:55 - 3:20	50 Min	8:00 - 2:25	5 Min	8:05 - 2:30	NONE
SYLVAN	7:55 - 2:36, TH 1:16	8:55 - 3:36	1 Hour	8:00 - 2:41	5 Min	8:00 - 2:41	5 Min
WOODSIDE	8:10 - 2:40, TH 1:25	8:55 - 3:25	45 Min	8:00 - 2:30	10 Min	8:10 - 2:40	NONE
CAMERON RANCH	8:40 - 3:15, TH 2:00	7:40 - 2:15	1 Hour	8:55 - 3:30	15 Min	8:40 - 3:15	NONE
CARMICHAEL	8:40 - 3:20, TH 2:05	7:40 - 2:20	1 Hour	8:55 - 3:35	15 Min	8:40 - 3:20	NONE
CARRIAGE	8:30 - 3:00, TH 1:45	7:40 - 2:10	50 Min	8:55 - 3:25	25 Min	8:30 - 3:00	NONE
COTTAGE	8:45 - 3:10, TH 2:00	7:40 - 2:05	1Hr5Min	8:55 - 3:20	10 Min	8:45 - 3:10	NONE
COWAN	8:25 - 2:30, TH 1:15	7:40 - 1:45	45 Min	8:55 - 3:00	30 Min	8:25 - 2:30	NONE
	8:55 - 3:00, TH 1:45						
DEL DAYO	8:15 - 2:50, TH 1:25	7:40 - 2:15	35 Min	8:55 - 3:30	40 Min	8:15 - 2:50	NONE
DEL PASO MANOR	8:15 - 2:40, TH 1:25	7:40 - 2:05	35 Min	8:55 - 3:20	40 Min	8:15 - 2:40	NONE
DEWEY	8:40 - 3:15, TH 2:00	7:40 - 2:15	1 Hour	8:55 - 3:30	15 Min	8:40 - 3:15	NONE
GRAND OAKS	8:40 - 3:15, TH 2:00	7:40 - 2:15	1 Hour	8:55 - 3:30	15 Min	8:40 - 3:15	NONE
GREEN OAKS	8:20 - 2:45, TH 1:30	7:55 - 2:20	25 Min	8:55 - 3:20	35 Min	8:20 - 2:45	NONE
LEGETTE	8:45 - 3:15, TH 2:05	7:55 - 2:25	50 Min	8:55 - 3:25	10 Min	8:45 - 3:15	NONE
MARIEMONT	8:45 - 3:15, TH 2:00	7:40 - 2:10	1Hr5Min	8:55 - 3:25	10 Min	8:45 - 3:15	NONE
MISSION	8:20 - 2:50, TH 1:35	7:55 - 2:25	25 Min	8:55 - 3:25	35 Min	8:20 - 2:50	NONE
NORTHRIDGE	8:45 - 3:20, TH 2:05	7:40 - 2:15	1Hr5Min	8:55 - 3:30	10 Min	8:45 - 3:20	NONE
OAKVIEW	8:25 - 3:00, TH 1:45	7:55 - 2:30	30 Min	8:55 - 3:30	30 Min	8:25 - 3:00	NONE
PECK	8:35 - 3:10, TH 1:45	7:40 - 2:15	55 Min	8:55 - 3:30	20 Min	8:35 - 3:10	NONE
PERSHING	8:15 - 2:45, TH 1:30	7:55 - 2:25	20 Min	8:55 - 3:25	40 Min	8:15 - 2:45	NONE
SCHWEITZER	8:45 - 3:10, TH 1:55	7:55 - 2:20	50 Min	8:55 - 3:20	10 Min	8:45 - 3:10	NONE
SKYCREST	8:45 - 3:10, TH 2:00	7:40 - 2:05	1Hr5Min	8:55 - 3:20	10 Min	8:45 - 3:10	NONE
THOMAS KELLY	8:40 - 3:10, TH 2:00	7:40 - 2:10	1 Hour	8:55 - 3:25	15 Min	8:40 - 3:10	NONE
TWIN LAKES	8:35 - 3:05, TH 1:45	7:40 - 2:10	55 Min	8:55 - 3:25	20 Min	8:35 - 3:05	NONE
BELLA VISTA	8:15 - 3:15, TH 1:56	8:30 - 3:30	15 Min	8:30 - 3:30	15 Min	8:30 - 3:30	15 Min
CASA ROBLE	8:00 - 3:00, TH 1:50	8:30 - 3:30	30 Min	8:30 - 3:30	30 Min	8:30 - 3:30	30 Min
DEL CAMPO	8:05 - 3:05, TH 1:48	8:30 - 3:30	25 Min	8:30 - 3:30	25 min	8:30 - 3:30	25 Min
EL CAMINO	8:15 - 3:08, TH 1:56	8:30 - 3:23	15 Min	8:30 - 3:23	15 Min	8:30 - 3:23	15 Min
ENCINA	8:20 - 3:45, TH 2:31	8:30 - 3:55	10 Min	8:30 - 3:55	10 Min	8:30 - 3:55	10 Min
LAUREL RUFF	7:55 - 2:45, TH 1:31	8:30 - 3:20	35 Min	8:30 - 3:20	35 Min	8:30 - 3:20	35 Min
LA VISTA	8:05 - 2:55, TH 1:25	8:30 - 3:20	25 Min	8:30 - 3:20	25 Min	8:30 - 3:20	25 Min
MESA VERDE	8:15 - 3:10, TH 1:55	8:30 - 3:25	15 Min	8:30 - 3:25	15 Min	8:30 - 3:25	15 Min
MIRA LOMA	8:00 - 3:05, TH 1:50	8:30 - 3:35	30 Min	8:30 - 3:35	30 Min	8:30 - 3:35	30 Min
RIO AMERICANO	8:05 - 3:05, TH 1:50	8:30 - 3:30	25 Min	8:30 - 3:30	25 Min	8:30 - 3:30	25 Min
SAN JUAN	8:00 - 2:57, TH 1:26	8:30 - 3:27	30 Min	8:30 - 3:27	30 Min	8:30 - 3:27	30 Min
	9:00 - 1:30 2:45, TH 2:45						
CCHAT - NON PUBLIC		NO CHANGE		NO CHANGE		NO CHANGE	
DAVIES CENTER		NO CHANGE		NO CHANGE		NO CHANGE	
GARFIELD		NO CHANGE		NO CHANGE		NO CHANGE	
MITCHELL		NO CHANGE		NO CHANGE		NO CHANGE	
MARVIN MARSHALL		NO CHANGE		NO CHANGE		NO CHANGE	
RICHARDSON		NO CHANGE		NO CHANGE		NO CHANGE	
SUNRISE TECH		NO CHANGE		NO CHANGE		NO CHANGE	

OPTION A
ELEM
ELEM
MIDDLE/K8
HIGH
CENTERS
NO CHANGE

OPTION B
ELEM
MIDDLE/K8
ELEM
HIGH
NO CHANGE

BUS#	YEAR	MAKE	TYPE	CAPACITY	WC	License #	PURCHASE		AGE 2020	LIFE CYCLE	REMAINING YEARS	YEAR DUE
							PRICE	2020				
101W	1995	IHC/Blue Bird	C	14	4	E012275	\$ 28,900	25	15	-10	-10	2010
102W	1995	IHC/Blue Bird	C	14	4	E009791	\$ 28,900	25	15	-10	-10	2010
103W	1995	IHC/Blue Bird	C	14	4	E012254	\$ 28,900	25	15	-10	-10	2010
119W	1995	IHC/Blue Bird	C	12	3	E012304	\$ 28,900	25	15	-10	-10	2010
122W	1995	IHC/Blue Bird	C	8	6	E012303	\$ 28,900	25	15	-10	-10	2010
123W	1995	IHC/Blue Bird	C	24	3	E012230	\$ 28,900	25	15	-10	-10	2010
166W	1995	Thomas	B	10	9	E020292	\$ 72,230	25	13	-12	-12	2008
167W	1995	Thomas	B	9	10	E020293	\$ 72,230	25	13	-12	-12	2008
168W	1995	Thomas	B	9	8	E020294	\$ 72,000	25	13	-12	-12	2008
187W	1995	IHC/Blue Bird	C	24	3	E012251	\$ 29,900	25	15	-10	-10	2010
188W	1995	IHC/Blue Bird	C	24	3	E009793	\$ 29,900	25	15	-10	-10	2010
190	1995	IHC/Blue Bird	C	48	0	E009768	\$ 25,900	25	15	-10	-10	2010
256*	1995	Thomas	D	84	0	E017757	\$ 105,000	25	20	-5	-5	2015
114	1996	IHC/Blue Bird	C	24	3	E012357	\$ 29,900	24	15	-9	-9	2011
115	1996	IHC/Blue Bird	C	24	3	E012370	\$ 29,900	24	15	-9	-9	2011
118W	1996	IHC/Blue Bird	C	12	3	E012253	\$ 22,900	24	15	-9	-9	2011
194	1996	IHC/Blue Bird	C	48	0	E012278	\$ 25,900	24	15	-9	-9	2011
195*	1996	IHC/Blue Bird	C	48	0	E012256	\$ 25,900	24	15	-9	-9	2011
202	1996	IHC/Blue Bird	C	48	0	E030142	\$ 26,900	24	15	-9	-9	2011
205	1996	IHC/Blue Bird	C	48	0	E012341	\$ 26,900	24	15	-9	-9	2011
206	1996	IHC/Blue Bird	C	48	0	E012346	\$ 26,900	24	15	-9	-9	2011
210	1996	IHC/Blue Bird	C	48	0	1197180	\$ 26,900	24	15	-9	-9	2011
220	1997	Blue Bird	D	78	0	1093952	\$ 53,500	23	20	-3	-3	2017
005W	1998	Thomas	B	27	1	1028232	\$ 110,000	22	13	-9	-9	2011
007W	1998	Thomas	D	51	4	1032109	\$ 110,000	22	20	-2	-2	2018
9	1998	Thomas	D	84	0	E989040	\$ 110,000	22	20	-2	-2	2018
10	1998	Thomas	D	84	0	E989041	\$ 110,000	22	20	-2	-2	2018
11	1998	Thomas	D	84	0	E989045	\$ 110,000	22	20	-2	-2	2018
41	1998	Thomas	D	84	0	E989043	\$ 110,000	22	20	-2	-2	2018
63	1998	Thomas	D	84	0	E989046	\$ 110,000	22	20	-2	-2	2018
65	1998	Thomas	D	84	0	E989044	\$ 110,000	22	20	-2	-2	2018
069W*	1998	Thomas	B	20	1	1028235	\$ 65,000	22	13	-9	-9	2011
70	1998	Thomas	D	84	0	1004053	\$ 110,000	22	20	-2	-2	2018
079W	1998	Thomas	B	27	1	1028236	\$ 65,000	22	13	-9	-9	2011
091W	1998	GMC/Thomas	A	13	2	1032144	\$ 65,000	22	10	-12	-12	2008
124W	1998	IHC/Thomas	B	21	3	1011585	\$ 65,000	22	13	-9	-9	2011
125W	1998	IHC/Thomas	B	21	3	1011457	\$ 65,000	22	13	-9	-9	2011
176	1998	Thomas	D	84	0	1006437	\$ 110,000	22	20	-2	-2	2018
177*	1998	Thomas	D	84	0	1006434	\$ 110,000	22	20	-2	-2	2018
178	1998	Thomas	D	84	0	1004054	\$ 110,000	22	20	-2	-2	2018
179	1998	Thomas	D	84	0	1006410	\$ 110,000	22	20	-2	-2	2018
180	1998	Thomas	D	84	0	1006433	\$ 110,000	22	20	-2	-2	2018
181	1998	Thomas	D	84	0	1006435	\$ 110,000	22	20	-2	-2	2018
182	1998	Thomas	D	84	0	1006436	\$ 110,000	22	20	-2	-2	2018
184	1998	Thomas	D	84	0	1006408	\$ 110,000	22	20	-2	-2	2018
185	1998	Thomas	D	84	0	1006407	\$ 110,000	22	20	-2	-2	2018
186	1998	Thomas	D	84	0	1006405	\$ 110,000	22	20	-2	-2	2018
189	1998	Thomas	D	84	0	1006409	\$ 110,000	22	20	-2	-2	2018
193	1998	Thomas	D	84	0	1004055	\$ 110,000	22	20	-2	-2	2018
092W	1999	GMC/Thomas	A	13	2	1032145	\$ 65,000	21	10	-11	-11	2009
104W*	1999	Thomas	B	21	1	1045100	\$ 65,000	21	13	-8	-8	2012
108W	1999	Thomas	B	21	1	1032147	\$ 65,000	21	13	-8	-8	2012
155W	1999	Thomas	B	21	1	1032148	\$ 65,000	21	13	-8	-8	2012
175W	1999	Thomas	B	21	1	1032146	\$ 65,000	21	13	-8	-8	2012
183W	1999	Thomas	B	21	1	1032149	\$ 65,000	21	13	-8	-8	2012
81	2002	GMC/Thomas	A	25	0	1070536	\$ 47,000	18	10	-8	-8	2012
82	2002	GMC/Thomas	A	25	0	1070535	\$ 47,000	18	10	-8	-8	2012
83	2002	GMC/Thomas	A	25	0	1070534	\$ 47,000	18	10	-8	-8	2012
84	2002	GMC/Thomas	A	25	0	1070537	\$ 47,000	18	10	-8	-8	2012
85	2002	GMC/Thomas	A	25	0	1070538	\$ 47,000	18	10	-8	-8	2012
86	2002	GMC/Thomas	A	25	0	1070539	\$ 47,000	18	10	-8	-8	2012
87	2002	GMC/Thomas	A	25	0	1070540	\$ 47,000	18	10	-8	-8	2012
88	2002	GMC/Thomas	A	25	0	1070541	\$ 47,000	18	10	-8	-8	2012
89	2002	GMC/Thomas	A	25	0	1070542	\$ 47,000	18	10	-8	-8	2012
90	2002	GMC/Thomas	A	25	0	1070543	\$ 47,000	18	10	-8	-8	2012
126W	2002	GMC/Thomas	A	19	1	1089416	\$ 65,699	18	10	-8	-8	2012
127W	2002	GMC/Thomas	A	19	1	1089414	\$ 65,699	18	10	-8	-8	2012
128W	2002	GMC/Thomas	A	19	1	1089415	\$ 65,699	18	10	-8	-8	2012
267	2002	Thomas	D	84	0	1070162	\$ 94,826	18	20	2	2	2022
268	2002	Thomas	D	84	0	1070161	\$ 94,826	18	20	2	2	2022
270	2002	Thomas	D	63	0	1070459	\$ 110,450	18	20	2	2	2022
271	2002	Thomas	D	63	0	1070458	\$ 110,450	18	20	2	2	2022
272	2002	Thomas	D	63	0	1070457	\$ 110,450	18	20	2	2	2022
273	2002	Thomas	D	63	0	1070456	\$ 110,450	18	20	2	2	2022
274	2002	Thomas	D	63	0	1070455	\$ 110,450	18	20	2	2	2022
046W	2005	IHC	C	34	8	1212956	\$ 100,480	15	15	0	0	2020
047W	2005	IHC	C	34	8	1212953	\$ 100,480	15	15	0	0	2020
048W	2005	IHC	C	34	8	1212954	\$ 100,480	15	15	0	0	2020
049W	2005	IHC	C	34	8	1260592	\$ 100,480	15	15	0	0	2020
43	2006	IHC	C	20	0	1253205	\$ 88,931	14	15	1	1	2021
45	2006	IHC	C	20	0	1253207	\$ 88,931	14	15	1	1	2021
039W	2008	Blue Bird	C	26	8	1303184	\$ 97,064	12	15	3	3	2023

BUS#	MODEL		MAKE	TYPE	CAPACITY	WC	License #	PURCHASE		AGE 2020	LIFE CYCLE	REMAINING YEARS	YEAR DUE
	YEAR							PRICE					
040W	2008	Blue Bird	C	26	8	1303185	\$ 97,064	12	15	3	2023		
042W	2008	Blue Bird	C	26	8	1303186	\$ 97,064	12	15	3	2023		
44	2008	IHC	C	20	0	1507142	\$ 88,931	12	15	3	2023		
052W	2008	Blue Bird	C	26	8	1303187	\$ 97,064	12	15	3	2023		
053W	2008	Blue Bird	C	26	8	1303188	\$ 97,064	12	15	3	2023		
054W	2008	Blue Bird	C	26	8	1303189	\$ 97,064	12	15	3	2023		
055W	2008	Blue Bird	C	26	8	1303190	\$ 97,064	12	15	3	2023		
056W	2008	Blue Bird	C	26	8	1303191	\$ 97,064	12	15	3	2023		
023W	2012	IHC	C	24	8		\$ 157,945	8	15	7	2027		
024W	2012	IHC	C	24	8	1507144	\$ 157,945	8	15	7	2027		
025W	2012	IHC	C	24	8	1362990	\$ 157,945	8	15	7	2027		
026W	2012	IHC	C	24	8	1362989	\$ 157,945	8	15	7	2027		
027W	2012	IHC	C	24	8	1406475	\$ 157,945	8	15	7	2027		
028W	2012	IHC	C	24	8	1507143	\$ 157,945	8	15	7	2027		
029W	2012	IHC	C	24	8	1362973	\$ 157,945	8	15	7	2027		
030W	2012	IHC	C	24	8	1362987	\$ 157,945	8	15	7	2027		
12	2014	GMC/Thomas	A	25	0	1426392	\$ 40,000	6	10	4	2024		
13	2014	GMC/Thomas	A	25	0	1438773	\$ 40,000	6	10	4	2024		
14	2014	GMC/Thomas	A	25	0	1426396	\$ 40,000	6	10	4	2024		
15	2014	GMC/Thomas	A	25	0	1438772	\$ 40,000	6	10	4	2024		
16	2014	GMC/Thomas	A	25	0	1426394	\$ 40,000	6	10	4	2024		
17	2014	GMC/Thomas	A	25	0	1426393	\$ 40,000	6	10	4	2024		
18	2014	GMC/Thomas	A	25	0	1426390	\$ 40,000	6	10	4	2024		
19	2014	GMC/Thomas	A	25	0	1438768	\$ 40,000	6	10	4	2024		
20	2014	GMC/Thomas	A	25	0	1438948	\$ 40,000	6	10	4	2024		
21	2014	GMC/Thomas	A	25	0	1438796	\$ 40,000	6	10	4	2024		
22	2014	GMC/Thomas	A	25	0	1426395	\$ 40,000	6	10	4	2024		
059W	2014	GMC/Thomas	A	17	4	1438855	\$ 40,000	6	10	4	2024		
060W	2014	GMC/Thomas	A	17	4	1438851	\$ 40,000	6	10	4	2024		
061W	2014	GMC/Thomas	A	17	4	1428852	\$ 40,000	6	10	4	2024		
062W	2014	GMC/Thomas	A	17	4	1438853	\$ 40,000	6	10	4	2024		
129W	2015	Thomas C2	C	24	9	1439114	\$ 118,484	5	15	10	2030		
130W	2015	Thomas C2	C	24	9	1439115	\$ 118,484	5	15	10	2030		
131W	2015	Thomas C2	C	24	9	1439116	\$ 118,484	5	15	10	2030		
132W	2015	Thomas C2	C	24	9	1439117	\$ 118,484	5	15	10	2030		
133W	2015	Thomas C2	C	24	9	1439118	\$ 118,484	5	15	10	2030		
134W	2015	Thomas C2	C	24	9	1439119	\$ 118,484	5	15	10	2030		
135W	2015	Thomas C2	C	24	9	1439120	\$ 118,484	5	15	10	2030		
138W	2015	Thomas C2	C	24	9	1439121	\$ 118,484	5	15	10	2030		
139W	2015	Thomas C2	C	24	9	1439122	\$ 118,484	5	15	10	2030		
140W	2015	Thomas C2	C	24	9	1439123	\$ 118,484	5	15	10	2030		
141W	2015	Thomas C2	C	24	9	1439135	\$ 118,484	5	15	10	2030		
142W	2015	Thomas C2	C	24	9	1439134	\$ 118,484	5	15	10	2030		
143W	2015	Thomas C2	C	24	9	1439136	\$ 118,484	5	15	10	2030		
144W	2015	Thomas C2	C	24	9	1439137	\$ 118,484	5	15	10	2030		
145W	2015	Thomas C2	C	24	9	1439138	\$ 118,484	5	15	10	2030		
146W	2015	Thomas C2	C	24	9	1439139	\$ 118,484	5	15	10	2030		
147W	2015	Thomas C2	C	24	9	1439140	\$ 118,484	5	15	10	2030		
148W	2015	Thomas C2	C	24	9	1439141	\$ 118,484	5	15	10	2030		
152W	2015	Thomas C2	C	24	9	1439142	\$ 118,484	5	15	10	2030		
153W	2015	Thomas C2	C	24	9	1439143	\$ 118,484	5	15	10	2030		
154W	2015	Thomas C2	C	24	9	1439101	\$ 118,484	5	15	10	2030		
31	2016	IHC 2308	C	30	4	1474763	\$ 133,572	4	15	11	2031		
32	2016	IHC 2308	C	30	4	1474764	\$ 133,572	4	15	11	2031		
33	2016	IHC 2308	C	30	4	1474767	\$ 133,572	4	15	11	2031		
34	2016	IHC 2308	C	30	4	1474765	\$ 133,572	4	15	11	2031		
35	2016	IHC 2308	C	30	4	1474766	\$ 133,572	4	15	11	2031		
36	2016	IHC 2308	C	30	4	1474898	\$ 133,572	4	15	11	2031		
37	2016	IHC 2308	C	30	4	1515150	\$ 133,572	4	15	11	2031		
38	2016	IHC 2308	C	30	4	1515151	\$ 133,572	4	15	11	2031		
50	2016	IHC 2308	C	30	4	1515152	\$ 133,572	4	15	11	2031		
51	2016	IHC 2308	C	30	4	1515153	\$ 133,572	4	15	11	2031		
57	2016	IHC 2308	C	30	4	1528680	\$ 133,572	4	15	11	2031		
77	2020	IHC 2308	C	24	1	1578900	\$ 143,458	0	15	15	2035		
78	2020	IHC 2308	C	24	1	1578901	\$ 143,458	0	15	15	2035		

Total Purchase
total available seats 5225 502 Price \$ 12,863,317 28.363

Average bus \$: \$ 88,104.91 Average Age: 28.36

Must be replaced by 7/1/2035 (79 SJUSD school buses) CVC 27316(2)(e) On or before July 1, 2035, all school buses in use in California shall be equipped with a passenger restraint system

256* Feb 2016 Catastrophic engine failure - Bus used for parts
 195* July 2017 Catastrophic engine failure - Bus used for parts
 069W* Dec 2019 Totaled in Collision
 177* Sept 2016 Totaled in Collision
 104W* Dec 2017 Catastrophic engine failure repair cost



Senate Bill No. 328

CHAPTER 868

An act to add Section 46148 to the Education Code, relating to pupil attendance.

[Approved by Governor October 13, 2019. Filed with Secretary of State October 13, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SB 328, Portantino. Pupil attendance: school start time.

Existing law requires the governing board of each school district to fix the length of the schoolday for the several grades and classes of the schools maintained by the school district in accordance with specified provisions of law.

This bill would require the schoolday for middle schools and high schools, including those operated as charter schools, to begin no earlier than 8:00 a.m. and 8:30 a.m., respectively, by July 1, 2022, or the date on which a school district's or charter school's respective collective bargaining agreement that is operative on January 1, 2020, expires, whichever is later, except for rural school districts. To the extent the bill imposes new duties on school districts and charter schools, the bill would impose a state-mandated local program. The bill would encourage the State Department of Education to post specified information on its internet website, including research on the impact of sleep deprivation on adolescents and the benefits of a later school start time, and to advise school districts and charter schools of this posting.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 46148 is added to the Education Code, to read:

46148. (a) (1) The schoolday for high schools, including high schools operated as charter schools, shall begin no earlier than 8:30 a.m.

(2) The schoolday for middle schools, including middle schools operated as charter schools, shall begin no earlier than 8:00 a.m.

(b) For purposes of this section, “schoolday” has the same meaning as defined by the school district or charter school for purposes of calculating average daily attendance in order to compute any apportionments of state funding. This section does not prohibit a school district or charter school from offering classes or activities to a limited number of pupils before the start of the schoolday that do not generate average daily attendance for purposes of computing any apportionments of state funding.

(c) This section shall be implemented by middle schools and high schools no later than July 1, 2022, or the date on which a school district's or charter school's respective collective bargaining agreement that is operative on January 1, 2020, expires, whichever is later.

(d) This section shall not apply to rural school districts.

(e) The department is encouraged to post on its internet website available research on the impact of sleep deprivation on adolescents and the benefits of a later school start time and examples of successful strategies for managing the change to a later school start time, and to advise school districts and charter schools of this posting.

(f) The Legislature encourages school districts, charter schools, and community organizations to inform their communities, including parents, teenagers, educators, athletic coaches, and other stakeholders, about the health, safety, and academic impact of sleep deprivation on middle and high school pupils and the benefits of a later school start time, and to discuss local strategies to successfully implement the later school start time.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SEC. 2.

Section 46148 of the Education Code is amended to read:

46148.

(a) (1) The schoolday for high schools, including high schools operated as charter schools, shall begin no earlier than 8:30 a.m.

(2) The schoolday for middle schools, including middle schools operated as charter schools, shall begin no earlier than 8:00 a.m.

(b) For purposes of this section, the following definitions apply:

(1) "Rural school district or rural charter school" is a school district or charter school that meets any of the following:

(A) The school district or charter school is located in a county with a total population of 70,000 people or fewer.

(B) The school district is, at least 50 percent of the schools maintained by the school district are, or the charter school is designated as "rural" under the federal Universal Service E-rate program.

(C) The school district or charter school is eligible to receive grants under the federal Small, Rural School Achievement program or another federal grant program in which eligibility is determined based on a "rural" designation.

(2) "Schoolday" has the same meaning as defined by the school district or charter school for purposes of calculating average daily attendance in order to compute any apportionments of state funding, except for a surf class or club. This section does not prohibit a school district or charter school from offering classes or activities to a limited number of pupils before the start of the schoolday that do not generate average daily attendance for purposes of computing any apportionments of state funding, or from offering a surf class or club before the start of the schoolday that generates average daily attendance for purposes of computing any apportionments of state funding.

(c) This section shall be implemented by middle schools and high schools no later than July 1, 2022, or the date on which a school district's or charter school's respective collective bargaining agreement that is operative on January 1, 2020, expires, whichever is later.

(d) (1) This section shall not apply to rural school districts or rural charter schools.

(2) The identification of rural school districts and rural charter schools pursuant to this section shall not be considered a state agency identification for purposes of determining federal funding.

(e) The department is encouraged to post on its internet website available research on the impact of sleep deprivation on adolescents and the benefits of a later school start time and examples of successful strategies for managing the change to a later school start time, and to advise school districts and charter schools of this posting.

(f) The Legislature encourages school districts, charter schools, and community organizations to inform their communities, including parents, teenagers, educators, athletic coaches, and other stakeholders,

about the health, safety, and academic impact of sleep deprivation on middle and high school pupils and the benefits of a later school start time, and to discuss local strategies to successfully implement the later school start time.

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

AGENDA ITEM: J-2

MEETING DATE: 10/26/2021

SUBJECT: ESSER III Expenditure Plan

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

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

The superintendent is recommending that the board approve the Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan.

RATIONALE/BACKGROUND:

School districts receiving Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use funds to, at minimum, address students' academic, social, emotional, and mental health needs, as well as opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. The plan must be adopted by the local governing board at a public meeting on or before October 29, 2021 and must be submitted for review and approval to the County Office of Education within five days of adoption.

On May 25, 2021, the governing board approved the Expanded Learning Opportunities (ELO) Grant Plan which included the utilization of ESSER funds to create a multiyear plan that provides supplemental instruction and support to students, including those identified as needing academic, social emotional and other supports. Included within the ESSER III Expenditure Plan are actions identified within the ELO Grant Plan, as well as other actions identified utilizing community input.

ATTACHMENT(S):

A: ESSER III Expenditure Plan
B: ESSER III Community Engagement: Theme Summary

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 10/04/2021, 10/18/2021
Board of Education: 10/12/2021

FISCAL IMPACT

Current Budget: \$115,741,153

Additional Budget: \$ N/A

Funding Source: ESSER III

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

Current Year Only On-going

LCAP/STRATEGIC PLAN

Goal: ALL Focus: N/A

Action: N/A

Strategic Plan: ALL

PREPARED BY: Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *M.B.*

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

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
San Juan Unified School District	Melissa Bassanelli, Deputy Superintendent	mbassanelli@sanjuan.edu 916-971-7216

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Expanded Learning Opportunities (ELO) Grant Plan	The ELO Grant Plan can be found as a " quick link " on the home screen of the San Juan Unified School District webpage (www.sanjuan.edu).
Local Control and Accountability Plan (LCAP)	The LCAP can be found as a " quick link " on the home screen of the San Juan Unified School District webpage (www.sanjuan.edu).

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$ 115,741,153

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$13,486,873
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$102,254,280
Use of Any Remaining Funds	\$0

Total ESSER III funds included in this plan

\$ 115,741,153

Community Engagement

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

San Juan Unified School District (SJUSD) is committed to ensuring the voices of students, staff, families, and community members are lifted into the planning, implementation, and evaluation of how education is delivered to our approximately 39,000 students. Outlined below is the district process for gathering meaningful community input to inform actions and expenditures using the Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds. In addition to the input most recently collected to inform the ESSER III Expenditure Plan, previously collected input from the Local Control and Accountability planning process and the Expanded Learning Opportunities Grant planning process was utilized to shape and influence the actions identified in the “addressing the impact of lost instructional time” section of this plan. Actions included in the “addressing the impact of lost instructional time” section of the ESSER III Expenditure Plan were previously identified in the Expanded Learning Opportunities Grant Plan which was approved by the Board of Education on May 25, 2021.

To initiate the discussion with our community, a ThoughtExchange, an online platform that allows groups to come together and have conversations about important topics or questions that exist for a community, was conducted from August 23, 2021 through August 27, 2021. The ThoughtExchange focused on students, parents/guardians, staff members, and the community, and explored ideas for improving and upgrading our facilities and other operations to support continuous and safe in-person learning while reducing and preventing the spread of the COVID-19 virus. Approximately 300 participants responded to share their thoughts or rate the ideas shared by others.

Findings from the ThoughtExchange include the following themes and sub-themes ranked in order of importance, as identified by the ThoughtExchange participants:

<p>1. Air Quality</p> <ul style="list-style-type: none"> ○ Upgraded air filtration and HVAC systems at all schools for all rooms ○ Quality air purifiers in all rooms ○ Ability to open windows and doors to increase air flow 	<p>2. Outdoor Spaces</p> <ul style="list-style-type: none"> ○ More outdoor tables for eating ○ Develop outdoor areas for classes ○ Build outdoor shade structures 	<p>3. Smaller Classes</p> <ul style="list-style-type: none"> ○ Too many students in classes create safety and infection issues
<p>4. Cleaning and Hygiene</p> <ul style="list-style-type: none"> ○ Floor and surface cleaning daily ○ Universal protocol for hand washing, especially before eating ○ Install hand sanitizing stations in key areas at all school sites 	<p>5. Staffing/Subs</p> <ul style="list-style-type: none"> ○ Increase custodians ○ Increase substitute pay to alleviate staff shortages ○ More teachers in schools to support quarantined students to mitigate learning loss ○ Hire more recreational aides for outdoor supervision 	<p>6. COVID-19 Testing</p> <ul style="list-style-type: none"> ○ Provide rapid test kits at all schools ○ Regular testing ○ Expanded testing at all schools for accessibility
<p>7. Facilities Upgrades</p> <ul style="list-style-type: none"> ○ Replace drinking fountains with touchless water bottle filling stations ○ Screens on windows ○ Autoflush sinks and toilets ○ Fence school perimeters for student safety 	<p>8. Planning and Communication</p> <ul style="list-style-type: none"> ○ Transparent and improved sharing of COVID-19 protocols ○ Notify all families in a classroom when a student tests positive ○ Immediate notification to families when a student(s) tests positive ○ All schools should use the same reporting requirements and COVID protocols 	<p>9. Meal Logistics</p> <ul style="list-style-type: none"> ○ Outdoor tables to promote better distancing ○ Continue free meals for all students to improve learning ○ Staggered lunch times
<p>10. Technology</p> <ul style="list-style-type: none"> ○ More robust servers ○ Live stream classes ○ Chromebooks at home to help quarantined students ○ Low/no cost internet; Wi-Fi hotspots for reliable internet access 	<p>11. Learning Models</p> <ul style="list-style-type: none"> ○ Provide video lessons to quarantined students ○ Unvaccinated students to stay in distance learning model ○ Hybrid option for increase classroom spacing and infection control 	<p>12. Mask</p> <ul style="list-style-type: none"> ○ All staff need to wear correctly and enforce masking policy ○ Provide PPE to families for affordability and to ensure masks are clean ○ Mandatory masking

13. Setup/Spacing <ul style="list-style-type: none"> ○ Increased social distancing during lunch ○ More outdoor tables to support distancing ○ Small pods/less intermingling of students 	14. Vaccines <ul style="list-style-type: none"> ○ Students to wear masks at all times if not vaccinated ○ Mandatory vaccines for staff 	
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Using the themes from the ThoughtExchange, listening sessions were held with various community groups throughout the district to enhance the community engagement process and help inform the ESSER III Expenditure Plan. These listening sessions provided a rich source of input that helped guide our planning and decision-making process, specifically in the form of recommendations to help improve and upgrade our facilities and operations to build even safer learning environments. Three questions were developed and asked based on the results of the previously conducted ThoughtExchange. The questions asked were:

1. What theme areas from the ThoughtExchange resonate with you and why?
2. What is missing that should be considered to help improve or maintain safe learning environments?
3. What are your top 5 priority areas from question 1 and 2?

Listening sessions were held with the following groups:

- American Indian Education Program (AIEP)
- District English Learner Advisory Committee (DELAC)
- Facilities Committee
- Equity Community Collaborative Team (includes community partners from American Civil Liberties Union, Black Youth Leadership Project, Improve Your Tomorrow, Mutual Assistance Network, Project Optimism, United College Action Network, Youth Development Network)
- Extended Cabinet
- Foster Youth
- Homeless Youth
- Local Control and Accountability Plan Parent Advisory Committee (LCAP PAC)
- Newcomer/Refugee Students and Parents
- Parents of Students with Disabilities
- San Juan Unified School District Bargaining Groups
- San Juan Youth Voice Advocates
- Special Education Local Plan Area (SELPA) Administrator Team
- Superintendent's Parent Advisory Committee (SPAC)
- Superintendent's Student Advisory Council (SSAC)
- Talleres Familiares

A description of how the development of the plan was influenced by community input.

Upon reviewing the input received from the ThoughtExchange and listening sessions, several high-level key themes emerged that were used to shape the ESSER III Plan:

Strategies for Continuous and Safe In-Person Learning:

- Improve and continue COVID-19 mitigation strategies *
 - Increase cleaning of classrooms and other school environments
 - Maintain district provided wipes, sanitizers and masks
 - Increase COVID-19 testing availability and accessibility
 - Implement practices that allow for safe in-person events and activities
- Improve facility infrastructure *
 - Outdoor learning spaces
 - Touchless water dispensers
 - Ensure optimal air flow within school buildings
 - Replace inefficient HVAC units
 - Upgrade air filtration systems
 - Implement facility upgrades that allow for greater physical distancing within classrooms and other spaces
- Implement strategies to address the staffing shortage *
 - Substitute teacher shortage
 - Challenge to find qualified applicants to fill certificated and classified vacancies
- Improve COVID-19 related communication #
 - Case rate information
 - COVID-19 protocols
 - Exposure and quarantine notification timeline and process

Addressing the Impact of Lost Instructional Time (ThoughtExchange and listening sessions held during the 2020-21 school year with data included in the ELO Plan approved by the Board of Education on May 25, 2021):

- Differentiate academic and social emotional supports*

- More assistance during the school day
 - Additional certificated support
 - Additional classified support
 - Language support
- More opportunities for before and after school supports
 - Academic supports to address learning needs
 - Social emotional development
- Empower schools to develop and implement plans that are responsive to the needs of their unique community
- Increase mental health supports for students*
- Increase credit recovery options for students*
- Foster peer interactions, mentoring and community building*
- Provide engaging, fun, real world experiences and opportunities for students*

Utilizing the themes collected during the listening sessions, actions were developed and are included in the plan. Themes annotated with an “**” have related actions included within the ESSER III Expenditure Plan. Themes annotated with an “#” although not included within the ESSER III Expenditure Plan, are being followed up on by staff as a part of the system’s ongoing continuous improvement efforts.

Actions and Expenditures to Address Student Needs

Strategies for Continuous and Safe In-Person Learning

San Juan Unified School District will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus. Using stakeholder input, needs such as outdoor learning environments, touchless water-filling stations and support at events and activities are included within the actions.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$13,486,873			
Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Provide continuous and safe in-person learning activities and events	Provide principals and other school leaders with the resources necessary to maintain continuous and safe in-person learning, activities and events while mitigating the spread of COVID-19.	\$600,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Improve facility infrastructure	Improve facility infrastructure to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.	\$10,000,000
N/A	Support bargaining agreements	Agreements with bargaining units that result in fiscal impact and provide for safe and continuous in-person learning.	\$2,886,873

Addressing the Impact of Lost Instructional Time

In May 2021, San Juan Unified School District identified that it will use additional one-time funds to address the academic impact of lost instructional time within the Expanded Learning Opportunities (ELO) Grant Plan. By integrating ESSER III funds within the ELO planning process, San Juan Unified School District was able to create a comprehensive three-year plan that identified strategies and actions to:

- Extend instructional learning time
- Accelerate progress to close learning gaps through the implementation, expansion or enhancement of learning supports
- Integrate student supports to address other barriers to learning
- Expand efforts that provide students with access to technology, high-speed internet, and other academic supports
- Expand supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility
- Provide professional development for school staff to engage students and families in addressing students' social emotional health and academic needs

Total ESSER III funds being used to address the academic impact of lost instructional time

\$102,254,280

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
ELO: 1.01, 1.02, 1.03, 1.04, 1.05	Expand summer programs	Expand summer programs to include more locations and program offerings that meet the needs of our diverse learners.	\$ 1,408,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
ELO: 1.07, 2.17, 2.12, 2.13, 2.14, 2.16	Provide before, during, after and summer school programs	Develop and implement programs that meets social emotional and/or academic needs of students.	\$30,020,000
ELO: 2.01	Pilot Flex Schedule at secondary schools	Provide designated time within the secondary schedule to provide academic intervention, enrichment and social emotional support to all students.	\$4,050,000
ELO: 2.02, 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 2.10, 2.11, 6.01, 6.02, 6.03	Expand instructional supports in classrooms	Recruit, hire, increase and retain certificated, classified and contracted personnel supports to address learning needs.	\$50,022,198
ELO: 2.15	Coordinate and support Expanded Learning services	Coordinate and support expanded learning services and programs.	\$2,801,679
ELO: 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 3.08	Expand social emotional and mental health support for students	Recruit, hire, increase and retain staff and contract for services to provide social emotional and mental health supports for students.	\$5,141,670
ELO: 3.09, 3.10, 3.11, 3.12, 3.15, 4.10, 5.08, 5.09, 5.10	Mentor and support targeted populations	Expand partnerships and programs that provide targeted students with social emotional and academic supports, opportunities for post-secondary exploration, eligibility and pursuit, and leadership development.	\$2,474,733
ELO: 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07	Implement high school credit recovery options	Implement programs that provide students the opportunity to complete courses for credit and show proficiency.	\$1,286,000
ELO: 7.01, 7.02, 7.03	Provide staff professional development aligned to district priorities	Provide additional professional learning and collaboration time for staff aligned with district priorities.	\$5,050,000

Use of Any Remaining Funds

San Juan Unified School District will use remaining ESSER III funds to support agreements made with bargaining groups that result in a fiscal impact and provide for safe and continuous in-person learning.

Total ESSER III funds being used to implement additional actions

\$0

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	N/A	N/A	N/A

Ensuring Interventions are Addressing Student Needs

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Provide continuous and safe in-person learning, activities and events	The Division of Teaching and Learning will monitor implementation of activities and events	Monthly
Improve facility infrastructure	Facilities Department will monitor progress towards completion of projects	Annually
Support bargaining agreements	Fiscal Services will review and monitor fiscal impacts	Monthly
Expand summer programs	Program enrollment Number of programs and schools Student survey Parent survey	Annually, upon program completion

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Provide before, during, after and summer school programs	<p>Elementary</p> <ul style="list-style-type: none"> • i-Ready • Grades • Survey <p>Secondary</p> <ul style="list-style-type: none"> • Grades • Survey <p>Program enrollment</p>	<p>Grading periods:</p> <ul style="list-style-type: none"> • Progress report • Report card <p>Survey and enrollment:</p> <p>Annually, upon program completion</p>
Pilot flex schedule at secondary schools	i-Ready Diagnostic Reading and Math Assessment	<p>Every 10 weeks within testing windows:</p> <ul style="list-style-type: none"> • August 16 - October 15 • January 10 - February 18 • May 23 – June 3 (Tentative)
Expand instructional supports in classrooms	Number of additional certificated and classified staff hired	Annually
Expand social emotional and mental health supports for students	<p>Social, Academic, and Emotional Behavior Risk Screener (SAEPRS)</p> <p>Student Survey</p>	<p>Beginning of year, midyear, end of year</p> <p>Annually</p>
Mentor and support targeted populations	<p>Program enrollment</p> <p>Student marks/grades</p>	<p>Annually</p> <p>Grading periods:</p> <ul style="list-style-type: none"> • Progress report • Report card

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	Student survey Parent survey	Surveys: Midyear and end of year
Implement high school credit recovery options and improve college eligibility	Grades Number of students completing credit recovery courses and credits earned Number of students identified as participating in high level courses Successful completion Equal Opportunity Schools (EOS)	Midyear and end of year
Provide staff professional development aligned to district priorities	Number of certificated and classified participants Implementation Survey	Midyear and end of year

SAN JUAN UNIFIED SCHOOL DISTRICT

Elementary and Secondary School Emergency Relief (ESSER) III Community Engagement: Theme Summary

San Juan Unified School District (SJUSD) is committed to ensuring the voices of students, staff, families, and community members are lifted into the planning, implementation, and evaluation of how education is delivered to our approximately 39,000 students. Outlined below is the district process for gathering meaningful community input to inform actions and expenditures using the Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds.

A ThoughtExchange, an online platform that allows groups to come together and have conversations about important topics or questions that exist for a community, was conducted from August 23, 2021, through August 27, 2021. The ThoughtExchange focused on students, parents/guardians, staff members, and the community, and explored ideas for improving and upgrading our facilities and other operations to support continuous and safe in-person learning while reducing and preventing the spread of the COVID-19 virus. Approximately 300 participants responded to share their thoughts or rate the ideas shared by others. The results were used, along with other qualitative data, to help guide planning and decision-making for the ESSER III Expenditure Plan.

Findings from the ThoughtExchange include the following themes and sub-themes ranked in order of importance:

1. Air Quality
 - Upgraded air filtration and HVAC systems at all schools for all rooms
 - Quality air purifiers in all rooms
 - Ability to open windows and doors to increase air flow
2. Outdoor Spaces
 - More outdoor tables for eating
 - Develop outdoor areas for classes
 - Build outdoor shade structures
3. Smaller Classes
 - Too many students in classes create safety and infection issues
4. Cleaning and Hygiene
 - Floor and surface cleaning daily
 - Universal protocol for hand washing, especially before eating
 - Install hand sanitizing stations in key areas at all school sites
5. Staffing/Subs
 - Increase custodians
 - Increase substitute pay to alleviate staff shortages
 - More teachers in schools to support quarantined students to mitigate learning loss
 - Hire more recreational aides for outdoor supervision
6. COVID-19 Testing
 - Provide rapid test kits at all schools
 - Regular testing
 - Expanded testing at all schools for accessibility
7. Facilities Upgrades
 - Replace drinking fountains with touchless water bottle filling stations
 - Screens on windows
 - Autoflush sinks and toilets
 - Fence school perimeters for student safety
8. Planning and Communication
 - Transparent and improved sharing of COVID-19 protocols
 - Notify all families in a classroom when a student tests positive

- Immediate notification to families when a student(s) tests positive
 - All schools should use the same reporting requirements and COVID protocols
- 9. Meal Logistics
 - Outdoor tables to promote better distancing
 - Continue free meals for all students to improve learning
 - Staggered lunch times
- 10. Technology
 - More robust servers
 - Live stream classes
 - Chromebooks at home to help quarantined students
 - Low/no cost internet; Wi-Fi hotspots for reliable internet access
- 11. Learning Models
 - Provide video lessons to quarantined students
 - Unvaccinated students to stay in distance learning model
 - Hybrid option for increase classroom spacing and infection control
- 12. Mask
 - All staff need to wear correctly and enforce masking policy
 - Provide PPE to families for affordability and to ensure masks are clean
 - Mandatory masking
- 13. Setup/Spacing
 - Increased social distancing during lunch
 - More outdoor tables to support distancing
 - Small pods/less intermingling of students
- 14. Vaccines
 - Students to wear masks at all times if not vaccinated
 - Mandatory vaccines for staff

In September 2021, meetings were held with various community groups throughout the district to enhance the community engagement process and to help inform the ESSER III Expenditure Plan. These listening sessions provided a rich source of input that helped guide our decision-making process, specifically in the form of recommendations to help improve and upgrade our facilities and operations to build even safer learning environments. Three questions were developed based on the results of the previously conducted ThoughtExchange. The questions asked were:

1. What theme areas from the ThoughtExchange resonate with you and why?
2. What is missing that should be considered to help improve or maintain safe learning environments?
3. What are your top 5 priority areas from question 1 and 2?

Key themes and sub-themes that emerged across the various community engagement groups are outlined below:

American Indian Education Program (AIEP) listening session: 09/13/21

- Install motion activated water bottle refill stations
- Upgrade filtration systems
- Offer incentives
 - Create fun, incentive-based competitions, such as a poster competition, to maintain student awareness of COVID-19 safety protocols
- Sanitation
 - Constant cleaning and disinfecting of facilities
 - Purchase disinfecting sprayers
- Transparent communications
 - COVID-19 case counts and protocols
 - Create a brochure for families for distribution
 - Train teachers on how to communicate COVID-19 protocols

District English Learner Advisory Committee (DELAC) meeting: 09/23/21

- Staffing
 - Increase Bilingual Instructional Assistants (BIAs)
 - Increase staff at schools who are bilingual
 - Substitute shortage
 - COVID-19 testing
- Cleaning and hygiene
 - Maintain standards for cleanliness and hygiene
 - Ensure soap dispensers are full at all times
 - Provide staff supervision to remind students to keep masks on, wash hands, and use sanitizer
 - District provided personal protective equipment including masks and hand sanitizer
- Smaller classes
 - Reduce class sizes for student safety and social distancing
 - Smaller classes help alleviate stress
- Outdoor spaces
 - Increase usable outdoor areas to help students stay safe and maintain social distancing
- Air Quality/Facilities
 - Limit outside activities due to heat and poor air quality
 - Increase indoor spaces when air quality is poor

Facilities Committee meeting: 09/15/21

- Outdoor spaces
 - Hold classes and events outdoors
 - Provide shade structures
 - Increase number of outdoor tables for lunch
- HVAC systems
 - Replace/upgrade existing HVAC to provide more robust and efficient systems
 - Replace old systems

Equity Community Collaborative Team listening session: 09/17/21

(Included SJUSD community partners: American Civil Liberties Union, Black Youth Leadership Project, Improve Your Tomorrow, Mutual Assistance Network, Project Optimism, United College Action Network, Youth Development Network)

- Staffing and substitute shortage
- Supports (academic and social emotional) for learning models not effective due to impacts of COVID-19
- Smaller class sizes
- Enforce mask mandate
- COVID-19 protocols prevent external partners from coming on campus if they are not currently under contract but a need has been identified for their services, especially for provision of social and emotional support

Extended Cabinet and SELPA Administrator listening session: 09/20/21

- Staffing
 - Substitutes, contract tracing, cleaning, COVID-19 testing, meal services
 - Thoughtful training for new staff
 - Incentivize pay
 - Creative and aggressive recruitment and advertisement
- COVID-19 testing/vaccines
 - Increase amount of testing
 - Offer vaccines on-site
 - Lack of availability of some rapid testing products
 - Increased demand for testing will result in an increased demand to secure rapid testing products

- Technology
 - Students in quarantine need devices
 - Upgrade Human Resources hiring system technology
 - Universal online hub for quarantine work
 - Faster service to sites
 - Sufficient inventory to meet needs
- Outdoor spaces
 - Provide covered structures for shade and inclement weather
 - Increase tables for outdoor eating
 - Provide outdoor space heaters
- Air Quality
 - Increase indoor spaces when air quality is unhealthy
 - Upgrade busses for efficient air control
 - Replace inefficient HVAC systems

Foster youth listening session: 09/16/21

- COVID-19 testing
 - Students are not aware of testing for school attendance, but are aware of testing for sports
- Spacing
 - Classes are overcrowded with students too close to each other
 - Outdoor activities to help with social distancing
- Facilities
 - Provide plastic barriers in the classrooms
- Mask
 - Enforce mask policy including how to properly wear masks

Homeless Youth 1:1 interviews: 09/08/21 - 09/16/21

Adults

- Facilities
 - Provide plastic screens in classrooms
 - Increase regularity of facility cleaning
- Outdoor
 - Increase seating
 - Covered shade structures
- Improve internet connectivity
- Smaller class sizes
- Mask policy and enforcement
- Outdoor
 - Increase seating
 - Increase shaded areas

Students

- Outdoor spaces
 - Increased seating
 - Covered shade structures
- Increase availability of hand sanitizer/wipes
- Facilities
 - Updated HVAC systems
 - Refillable water bottle stations
 - Improvements to outdoor common areas
- Improve internet connectivity
- Increase frequency of COVID-19 testing

Local Control and Accountability Plan Parent Advisory Committee (LCAP PAC) meeting: 09/16/21

- Communication
 - Mask and social distancing enforcement by district and school staff
 - Increase translation support
 - Improve communications regarding COVID-19 positive cases and quarantine policy
 - Improve communications from school attendance offices to home
 - Allow students/families to keep chromebooks for communications accessibility
 - Provide staff training and resources on how to deal with aggressive parents in light of COVID-19
- Sanitation
 - Soap, paper towel and hand sanitizer dispensers need to be kept filled
 - Tables, desks, and playground structures need to be cleaned regularly
 - District provided masks to ensure students have clean masks
- COVID-19 testing and vaccine administration
 - Accessibility - offer at each school site
- Independent study policy during quarantine
 - Quarantined students should have this option
 - Parents send their sick students to school since there is no independent study option
 - Quarantined students need access to assignments in a more expedient manner
- Student events
 - Events will support students socially and emotionally
 - Allow dances and rallies
 - Students do not understand why some events are allowed and some events are not allowed

Newcomer/Refugee listening session: 09/17/21 - students, 09/20/21 - parents

Parents

- Mental health and social supports
 - Students come from traumatic environments
 - Help transition from distance learning to in-person learning
 - Support and educate students on how to report violations such as bullying
 - Few resources available to assist bilingual students with disabilities
 - Staff/student training on cultural awareness to support students from diverse cultures
- Bilingual support
 - Facilitate student assimilation in school systems
 - Support Adult Education classes
 - Provide to both parents and students to decrease language barriers
 - Translate school site newsletters to help parents feel connected
 - Academic and social emotional support
 - Create Farsi/Dari/Pashto workshops/classes for Afghan refugees
 - Campus monitors/yard duty support to welcome students
- Academic
 - Increase after-school programs
 - Credit recovery classes for high school students
 - Offer year-long Early Literacy programs
 - Parent workshops in home languages (prefer Zoom) to educate about school systems
- Transportation
 - Lack of access to reliable transportation increases student absences
 - Students do not know how to navigate getting to school which results in high risk for accidents
 - Public transportation is not an option
- Outdoor spaces
 - Playground structures are old and unsafe
 - Increase amount of shade and outdoor usable spaces
 - Unsafe fencing
 - Some schools do not have a drop-off and pick-up area creating safety issues

Students

- Student education on COVID-19 safety protocols and mask wearing enforcement for both staff and students
- Focus on academic achievements and teacher relationships to increase attendance
- Create a safe learning environment for all students to increase attendance and maintain positive attitudes
- Increase funds to implement programs to mitigate learning loss, especially for English learners and students with disabilities
- Increase mental health supports

Parents of students with disabilities listening session: 09/09/21

- Communications
 - Easy to find information
 - School site hubs in the same location for easy location
 - Plain language, not a lot of professional jargon
 - Use of visual supports such as flow charts
 - Mandate each school site to have a direct link to the district COVID-19 page
 - Have a social media page at each school site to find information quickly
- Provide more masks and water
 - Masks should be provided for free
 - If water fountains are turned off, water bottles should be free to students
- Insufficient staffing
 - Supervision - Before and after-school, lunches, etc.
 - Intervention plan - Students are staying home if sick, but are not receiving their IEP defined services
 - Expand instructional assistant (IA) hours to more than 6 hours per day
 - Increase staffing by offering more pay, more benefits, and more hours
 - Be more creative with existing staff as increasing pay does not always solve the issues
- COVID-19 testing
 - Offer at more school sites for accessibility - Parents often experience transportation and affordability issues
 - Offer saliva testing for those students who cannot do the nostril testing

San Juan Professional Educators Coalition (SJPEC) listening session: 09/20/21

- Staffing
 - Persistent vacancies in all areas teachers, custodians, office, substitutes (teachers, instructional aides), outdoor supervision, and nutrition services impacts the school at-large
 - Need more staffing for COVID-19 testing and contact tracing
 - Site administrators are exhausted due to staff shortages
- Outdoor/Indoor spaces
 - Improve or Increase outdoor spaces
 - Provide outdoor covered structures
 - Provide instructional outdoor spaces
 - Increase of outdoor spaces create supervisory staffing issues
 - Provide outdoor tables and space heaters
 - Bad air quality days increase need for indoor spaces with appropriate social distancing
 - Include outdoor areas that may support 1:1, small group learning, or social emotional work
 - Provide space for students in quarantine waiting to be picked up
- COVID-19 testing/vaccines
 - Offer testing at all sites
 - Provide staff training
 - Track testing for modified quarantine
 - Expand contract tracing

- Administer vaccines
- Safety
 - Ensure facilities cleanliness
 - Enforcement of mask wearing policy by student (suspension or other consequences)
 - Overcrowded classrooms prevents social distancing
 - District provided disposable masks to enforce mask policy
 - Increase inventory of personal protective equipment
- Facilities
 - Increase touchless water dispensers at schools
 - Request facilities department visit school sites to assist with space planning
 - Increase number of desks at schools
- Mental health and social emotional learning supports
 - Improve site relationships
 - Student behavior challenges evidenced with return to in-person learning
 - Increase presence and visibility on campuses to support positive behavior
 - Improve response to behavior and progressive discipline process at school sites

San Juan Supervisors Association (SJS) and California School Employees Association (CSEA) listening session: 09/21/21

- Staffing shortages
 - More efficient and expedited hiring processes
 - Increase custodians, bus drivers, nutritional services staff, technology services staff
 - Retain existing staff
 - Hire temporary staff
- Communications
 - Late notifications of COVID-19 positive cases and exposures creates more potential cases and exposures
 - Advertise staff openings
 - Consistent communications from school sites
- Safety
 - Need to keep students and staff healthy to remain in-person
 - Upgrade HVAC systems
 - Outdoor spacing works well in favorable weather but not in inclement weather
- Sustainable systems
 - Workloads are too large for existing staff in all areas
 - Establish workload priorities
 - Staff morale is an issue due to excessive workloads

San Juan Teachers Association (SJTA) listening session: 09/22/21

- Classroom air quality
 - Consistently monitored and maintained filtration systems with MERV 13 filters replaced regularly
 - Functional and responsive classroom climate control (HVAC)
 - Constant and continuous airflow
- Campus cleanliness
 - Classroom cleanliness (trash cans emptied, floors and desks/surfaces cleaned daily, frequent touch points cleaned daily)
- Staffing and sub shortages continue to be a concern
- COVID-19 testing
 - Increase access to testing
 - Consider offering home testing kits to staff who do not need to test, but want to test at home
- Technology capacity
 - Device availability for students out on quarantine
 - Chromebooks

■ Hotspots

San Juan Youth Voice Advocates (SJYVA) listening session: 09/22/21

- Cleaning & hygiene
 - District provided wipes and sanitizers
 - Require students to use hand sanitizer before entering and exiting classroom
 - Students to wipe down their desk
- Meal logistics
 - Provide designated seating
 - Students should not be allowed to eat indoors since they can not wear masks while eating
- Smaller classes/Outdoor spaces
 - Assists with social distancing
- Masks
 - Enforce mask policy
- COVID-19 testing/Contact tracing
 - Accessibility for COVID-19 testing is an issue
 - More efficient and immediate contact tracing while maintaining student confidentiality

Superintendent's Parent Advisory Committee (SPAC) meeting: 09/30/21

- Outdoor spaces
 - Bleachers, smaller pod tables, shade structures
 - Covered outdoor spaces for shade/rain protection
- Learning models
 - Provide video lessons
 - Hybrid model
 - Emotional health services and check-ins through virtual options
- Technology
 - UV robots for overnight cleaning
 - Livestream where possible
 - Student devices for quarantined students
 - Expanding access to technology (hotspots, cameras, chromebooks)
- COVID-19 Testing
 - Expanding access to COVID testing for families and volunteers
 - Rapid Testing
 - Making it more public that there is availability
- Air Quality
 - Air purifiers, air filtration, HVAC systems, increase air flow
 - We need a plan to address school closures due to fires

Superintendent Student Advisory Committee (SSAC) meeting: 09/07/21

- Implement a clear mask and social distancing policy
 - Students are not wearing masks in hallways and cafeteria (when not eating)
 - Students are not social distancing. Too many students in the cafeteria socializing.
 - Students are drinking out of water fountains
- Class size
 - Several COVID-19 outbreaks have occurred due to large class sizes
 - Combining classes (PE as example) create too large class sizes
- Substitute staffing
 - Unqualified teacher substitutes lead to more learning loss
 - Inadequate staffing and substitutes
- Increased and improved communications from the district
 - Consistent exposure and quarantine policy needed and enforced
 - Be specific when school calls regarding an exposure. Families with multiple students do not know who was exposed as messages are not specific enough.
- Programs to help students catch up from learning loss

- Offer Zoom classes for students/teachers in quarantine
- Offer make-up classes to mitigate learning loss

Talleres Familiares listening session: 09/16/21

- Masks
 - District provided masks
 - Classroom education and reminders on mask wearing importance
- COVID-19 testing
 - On-site testing at all schools
 - Expanded time frame
 - Increased communications for testing locations
- Cleaning and hygiene
 - Provide students with sanitizing wipes
 - Regular cleaning of classrooms, playgrounds, and school sites
 - Site cleaning stations with hand sanitizer, wipes, and masks
- Staffing
 - Increase custodians
 - Increase staff to assist with mask and social distancing enforcement
 - Increase staffing for smaller class sizes
- Technology
 - Allow students to keep their Chromebook and internet hotspots for at-home learning
 - Create a system for students to learn at-home during quarantine (Zoom instruction)

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

AGENDA ITEM: J-3

MEETING DATE: 10/26/2021

SUBJECT: Public Hearing: Conveyance of Permanent Easement at Mesa Verde High School

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

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending that the board call a public hearing in order to solicit public comment and adopt Resolution No. 3083 declaring the conveyance of a permanent easement at Mesa Verde High School to the Citrus Heights Water District.

RATIONALE/BACKGROUND:

The Citrus Heights Water District is requesting the granting of a permanent easement at the Mesa Verde High School site. This easement is necessary for the purpose of public utilities.

ATTACHMENT(S):

- A: Resolution No. 3083
- B: Citrus Heights Water District's Proposed Easement Agreement
- C: Aerial Overlay Exhibit

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Board of Education: 09/28/2021

Superintendent's Cabinet: 09/20/2021, 10/18/2021

FISCAL IMPACT:

Current Budget: \$N/A

Additional Budget: \$N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

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

RESOLUTION NO. 3083

**RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

**CONVEYANCE OF EASEMENT IN REAL PROPERTY TO CITRUS HEIGHTS
WATER DISTRICT**

WHEREAS, San Juan Unified School District (“District”) owns real property located at 7501 Carriage Drive, Citrus Heights, California, in the County of Sacramento, State of California, bearing Assessor’s Parcel Number (APN 204-0220-001-0000);

WHEREAS, Citrus Heights Water District (“CHWD”) has requested that the District convey to CHWD, a Public Facilities Easement (“Easement”) for right of way and construction purposes, over an area of real property on APN (204-0220-001-0000) of approximately 34,041.20 square feet, as generally described and depicted in Exhibit A (“Easement Area”);

WHEREAS, the purpose of the Easement is for CHWD to access, construct, reconstruct, maintain, repair, replace and operate water transmission main on the District’s property; and

WHEREAS, the Easements are not now and will not at the time of delivery of possession to CHWD be needed exclusively for classroom or other purposes by the District; and

WHEREAS, pursuant to Education Code section 17557, et seq., the District adopted a Resolution of Intention to Convey Easements at its meeting of September 28, 2021, published and posted such Resolution as prescribed, and thereafter held a public hearing on such conveyance on October 26, 2021;

WHEREAS, no written protests were filed in connection with the proposed conveyance of said Easement.

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

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

Section 2 Conveyance of Easement. Pursuant to Education Code sections 17556, et seq., the District hereby conveys to the Water District the above-described Easement for so long as such Easements are used for the aforesaid purposes. Whenever the Easement is no longer used for said purpose, the interest hereby conveyed shall automatically revert to the District or its successors.

Section 3 Execution of Easement Deed. The Secretary of Board of Education of the District is hereby authorized to execute an easement deed or deeds for the conveyance of the Easement to Citrus Heights Water District on behalf of the District, subject to such changes to the terms of the easement deed or deeds as may be necessary or appropriate to carry out the provisions of this authorizing Resolution.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on October 26, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attest:

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

RECORDED AT THE REQUEST OF
AND RETURN TO:

CITRUS HEIGHTS WATER DISTRICT
P.O. BOX 286
CITRUS HEIGHTS, CA 95611-0286

COUNTY APN: 204-0220-001-0000
LOCATION: 7501 Carriage Drive, Mesa Verde High School

EXEMPT FROM TRANSFER TAX Space above for Recorder's use only
(Revenue and Taxation Code Section 11922)

**NO FEE FOR RECORDING
(Government Code Section 27383)**

**GRANT OF EASEMENT
TO
CITRUS HEIGHTS WATER DISTRICT**

San Juan Unified School District, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant to CITRUS HEIGHTS WATER DISTRICT, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code (the "District"), a right-of-way and non-exclusive easement to construct, reconstruct, operate, maintain and/or repair water pipelines together with any and all appurtenances appertaining thereto; together with the perpetual right of ingress thereto and egress there from for the purpose of exercising and performing all of the rights and privileges granted herein; said pipelines and appurtenances to be of such size(s) and character as the grantee may determine, on, over, across and under all that certain real property, situate in the County of Sacramento, State of California particularly described as follows:

See Exhibit A and Exhibit B Attached

Use of this easement by the Grantor or by the Grantor's assignees or successors in interest, which is not compatible or interferes with the District's construction, reconstruction, operation, maintenance or repair of the water pipelines and appurtenances, shall not be allowed. The District acknowledges and agrees that Grantor and Grantor's assignees or successors in interest shall, at all times, be allowed to utilize the easement as a roadway, parking area or outdoor open space, including any hardscaped or landscaped area, and shall be permitted to maintain these improvements in a manner compatible with such uses on the easement. Any other proposed use by the Grantor or by the Grantor's assignees or successors in interest shall be requested in writing and subject to written approval by the District prior to the proposed construction or use of the easement by the Grantor. The Grantor at the Grantor's sole expense shall remove in a timely manner any use not specified and acknowledged above or approved in writing by the District. Should the District find it necessary to remove any part or all of the acknowledged or approved improvements of Grantor or Grantor's assignees or successors in interest for the purpose of constructing or maintaining its water pipelines and appurtenances at any time, pursuant to the District's rights granted herein, the District shall be liable for all costs of removal

of any such roadways, parking areas or other improvements and shall be responsible for the repair and restoration of such areas to the condition such areas were in prior to District's removal of any such improvements.

In witness thereof, Grantors have hereunto subscribed their names this _____ day of _____, _____.

Frank Camarda, Chief Operations Officer

EXHIBIT A
LEGAL DESCRIPTION
WATER LINE EASEMENT
PAGE 1 OF 1

BEING LOCATED IN THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 23 TOWNSHIP 10 NORTH, RANGE 6 EAST M.D.M. AND BEING A PORTION OF DOCUMENT 0045860787, ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MESA VERDE HIGH SCHOOL CITRUS HEIGHTS CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 23, THENCE THE FOLLOWING TEN (10) COURSES:

- 1.) NORTH 00°47'38" WEST 86.61 FEET ALONG THE WESTERLY LINE OF SECTION 23;
- 2.) LEAVING THE WESTERLY LINE OF SECTION 23 NORTH 89°42'13" EAST 25.00 FEET;
- 3.) SOUTH 00°47'38" EAST 61.49 FEET;
- 4.) NORTH 89°26'40" EAST 1182.82 FEET;
- 5.) NORTH 41°35'26" EAST 78.99;
- 6.) SOUTH 79°25'16" EAST 16.79 FEET TO THE WESTERLY RIGHT OF WAY OF CARRIAGE DRIVE;
- 7.) ALONG THE WESTERLY RIGHT OF WAY OF CARRIAGE DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 272.00 FEET HAVING A CENTRAL ANGLE OF 05°16'08" WITH AN ARC LENGTH OF 25.01 SUBTENDED BY A CHORD OF SOUTH 11°41'15" WEST 25.00 FEET;
- 8.) LEAVING AFORESAID RIGHT OF WAY NORTH 79°25'16" WEST 2.17 FEET;
- 9.) SOUTH 41°35'26" WEST 75.94 TO A POINT ON THE SOUTHERLY LINE OF SECTION 23;
- 10.)SOUTH 89°26'40" WEST 1218.81 FEET ALONG THE SOUTHERLY LINE OF SECTION 23 TO THE POINT OF BEGINNING.

CONTAINING: 34,041.20+/- SQUARE FEET OR 0.78+/- ACRES.

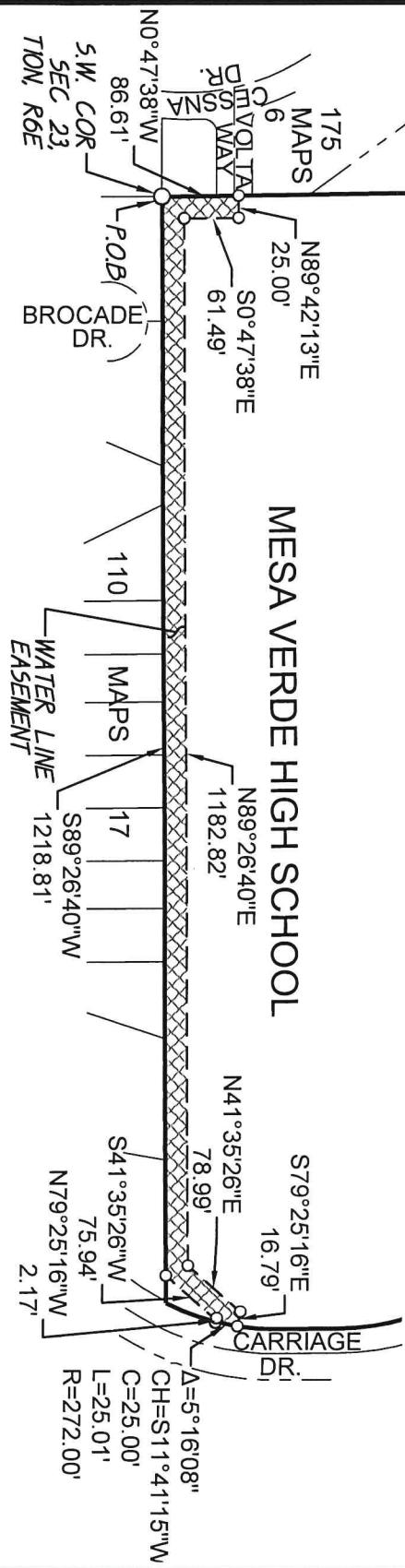
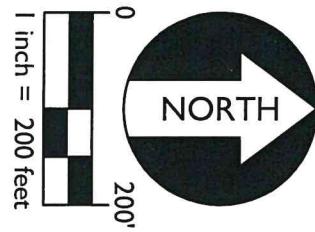
BASIS OF BEARING FOR THE DESCRIPTION IS THE SAME AS SUBDIVISION MAP RECORDED IN BOOK 175 PAGE 6 ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

END OF DESCRIPTION

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



Edsel A. Roser



WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, SUITE 110
EL DORADO HILLS, CA 95672 (916)985-1870

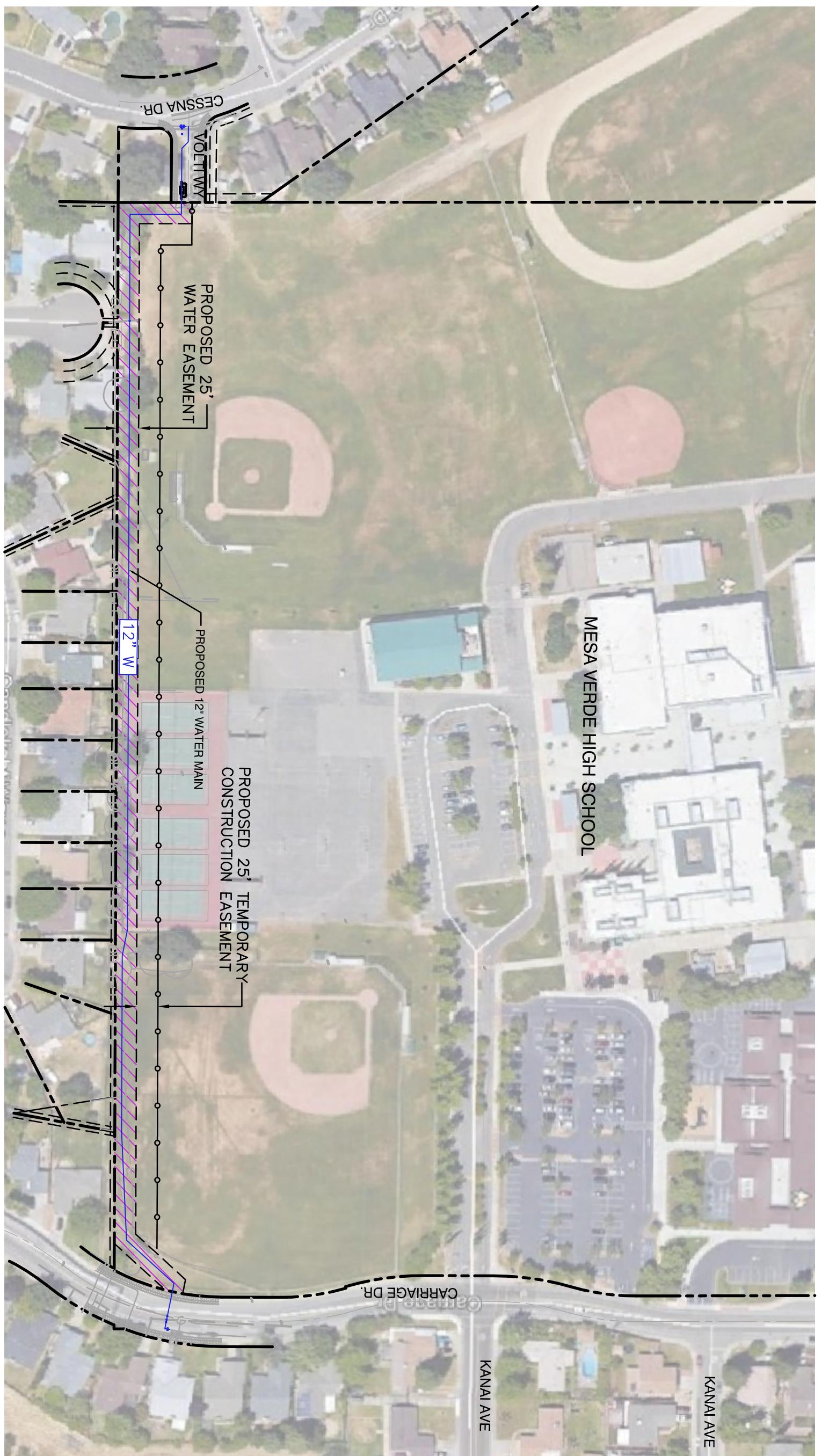
Title: EXHIBIT B Ref:

Project: MESA VERDE HIGH SCHOOL
WATER LINE EASEMENT

CITRUS HEIGHTS, SAC. CO., CALIFORNIA

Job No:	21-024
Scale:	1"=200'
Date:	7/29/21

1



Title: MESA VERDE HIGH SCHOOL EASEMENT EXHIBIT
 Project: CITRUS HEIGHTS WATER DISTRICT
 MESA VERDE HIGH SCHOOL
 WATER MAIN PROJECT C21-104

Ref:	C1	
Job No:		21-024
Scale:		1"=120'
Date:		06-02-21

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

AGENDA ITEM: J-4

MEETING DATE: 10/26/2021

SUBJECT: Public Hearing: Conveyance of
Temporary Easement at Mesa Verde High School

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

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending that the board call a public hearing in order to solicit public comment and adopt Resolution No. 3085 declaring the conveyance of a temporary easement at Mesa Verde High School to the Citrus Heights Water District.

RATIONALE/BACKGROUND:

The Citrus Heights Water District is requesting the granting of one temporary easement at Mesa Verde High School. The easement is necessary for the purpose of construction and installation of a 12" water main within the future proposed permanent easement area and through that certain real property in the City of Citrus Heights, County of Sacramento, State of California, bounded and described as follows in the attachments.

ATTACHMENT(S):

A: Resolution No. 3085

B: Citrus Heights Water District Easement

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Board of Education: 09/28/2021

Superintendent's Cabinet: 09/20/2021, 10/18/2021

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only Ongoing:

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Nicholas Arps, Director, Facilities, Construction and Modernization NA

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

RESOLUTION NO. 3085**RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION****CONVEYANCE OF TEMPORARY CONSTRUCTION EASEMENT IN REAL
PROPERTY TO CITRUS HEIGHTS WATER DISTRICT**

WHEREAS, San Juan Unified School District (“District”) owns real property located at 7501 Carriage Drive, Citrus Heights, California, in the County of Sacramento, State of California, bearing Assessor’s Parcel Number (APN 204-0220-001-0000);

WHEREAS, Citrus Heights Water District (“CHWD”) has requested that the District convey to CHWD, a Temporary Construction Easement (“Easement”) for right of way and construction purposes, over an area of real property on APN (204-0220-001-0000) of approximately 31,177.23 square feet, as generally described and depicted in Exhibit A (“Easement Area”);

WHEREAS, the purpose of the Easement is for CHWD to access and construct a 12” water transmission main on the District’s property; and

WHEREAS, the Easements are not now and will not at the time of delivery of possession to CHWD be needed exclusively for classroom or other purposes by the District; and

WHEREAS, pursuant to Education Code section 17557, et seq., the District adopted a Resolution of Intention to Convey Easements at its meeting of September 28, 2021, published and posted such Resolution as prescribed, and thereafter held a public hearing on such conveyance on October 26, 2021;

WHEREAS, no written protests were filed in connection with the proposed conveyance of said Easement.

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

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

Section 2 Conveyance of Easement. Pursuant to Education Code sections 17556, et seq., the District hereby conveys to the Water District the above-described Easement for so long as such Easements are used for the aforesaid purposes. Whenever the Easement is no longer used for said purpose, the interest hereby conveyed shall automatically revert to the District or its successors.

Section 3 Execution of Temporary Construction Easement Deed. The Secretary of Board of Education of the District is hereby authorized to execute an easement deed for the conveyance of the Easement to Citrus Heights Water District on behalf of the District, subject to such changes to the terms of the easement deed as may be necessary or appropriate to carry out the provisions of this authorizing Resolution.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on October 26, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SAN JUAN UNIFIED SCHOOL DISTRICT

By: _____
Paula Villescaz
President of the Board of Education

ATTESTED TO:

By: _____
Zima Creason
Clerk of the Board of Education

RECORDED AT THE REQUEST OF
AND RETURN TO:

CITRUS HEIGHTS WATER DISTRICT
P.O. BOX 286
CITRUS HEIGHTS, CA 95611-0286

COUNTY APN: 204-0220-001-0000
LOCATION: 7501 Carriage Drive, Mesa Verde High School

EXEMPT FROM TRANSFER TAX Space above for Recorder's use only
(Revenue and Taxation Code Section 11922)

**NO FEE FOR RECORDING
(Government Code Section 27383)**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT
TO
CITRUS HEIGHTS WATER DISTRICT

San Juan Unified School District ("Grantor"), for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant to CITRUS HEIGHTS WATER DISTRICT ("Grantee"), a political subdivision of the State of California formed pursuant to Division 11 of the Water Code, a temporary right-of-way and easement to be used during the construction period of a 12-inch water transmission main on the Grantor's property ("Temporary Construction Easement"). Said Temporary Construction Easement is all that certain real property, situate in the County of Sacramento, State of California particularly described as follows:

See Exhibit A and Exhibit B Attached

Any use of this Temporary Construction Easement by the Grantor or by the Grantor's assignees or successors in interest which is not compatible or interferes with the construction of the water pipelines and appurtenances shall not be allowed. The Grantor shall not erect or construct any building or other structure within said Temporary Construction Easement prior to completion of construction. Grantee shall effect restoration to as good or better than original condition, of improvements located within said Temporary Construction Easement, including but not restricted to driveways, fences, lawns, sidewalks, playing fields, below ground irrigation infrastructure, water, sewer and gas connections, culverts, and other improvements disturbed by construction operations.

The provisions hereof shall remain in full force and effect until completion of said 12-inch water transmission main, or until December 31, 2022, whichever event occurs first.

In witness thereof, Grantor has hereunto subscribed its name this _____ day of _____, _____.

Frank Camarda, Assistant Superintendent Facilities and Transportation

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
PAGE 1 OF 1

BEING LOCATED IN THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 23 TOWNSHIP 10 NORTH, RANGE 6 EAST M.D.M. AND BEING A PORTION OF DOCUMENT 0045860787, ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, MESA VERDE HIGH SCHOOL CITRUS HEIGHTS CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS THE FOLLOWING TWO (2) COURSES FORM THE SOUTHWEST CORNER OF AFORESAID SECTION 23;

- 1.) NORTH 00°47'38" WEST 86.61 FEET ALONG THE WEST LINE OF SECTION 23;
- 2.) NORTH 89°42'13" EAST 25.00 FEET TO THE TRUE POINT OF BEGINNING

THENCE THE FOLLOWING NINE (9) COURSES:

- 1.) NORTH 89°42'13" EAST 25.00 FEET;
- 2.) SOUTH 00°47'38" EAST 36.38 FEET;
- 3.) NORTH 89°26'40" EAST 1174.76 FEET TO A NON-TANGENT CURVE TO THE LEFT;
- 4.) ALONG A CURVE TO THE LEFT WITH A RADIUS OF 195.50 WITH A CENTRAL ANGLE OF 10°14'42" AN ARC LENGTH OF 34.96 FEET SUBTENDED BY A CHORD OF NORTH 27°40'43" EAST 34.91 FEET;
- 5.) NORTH 12°08'30" EAST 6.56 FEET;
- 6.) SOUTH 79°25'16" EAST 18.56 FEET;
- 7.) SOUTH 41°35'26" WEST 78.99 FEET;
- 8.) SOUTH 89°26'40" WEST 1182.82 FEET;
- 9.) NORTH 00°47'38" WEST 61.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 31,177.23+/- SQUARE FEET OR 0.72+/- ACRES.

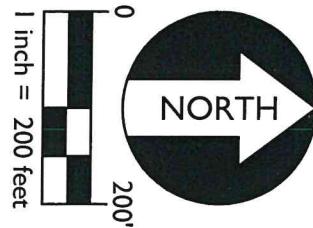
BASIS OF BEARING FOR THE DESCRIPTION IS THE SAME AS SUBDIVISION MAP RECORDED IN BOOK 175 OF MAPS AT PAGE 6 ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

END OF DESCRIPTION

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



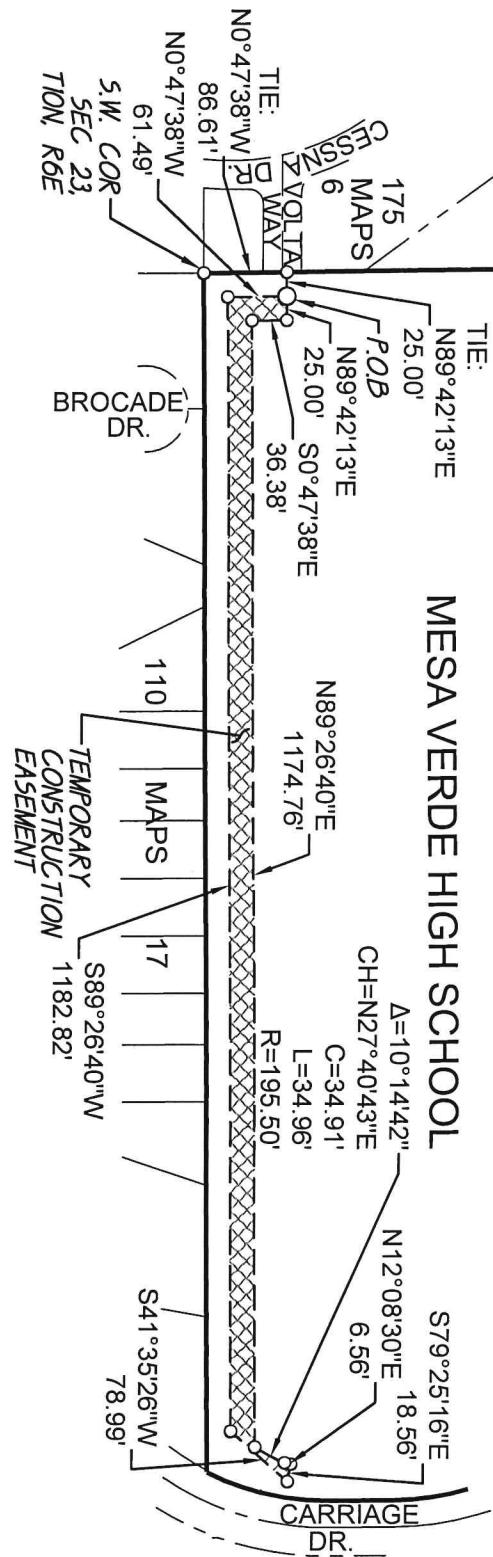
Edsel A. Rosen



0
200'
1 inch = 200 feet.



Edsel A. Roser



WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, SUITE 110
EL DORADO HILLS, CA 95672 (916)985-1870

Title: EXHIBIT B Ref:

Project: MESA VERDE HIGH SCHOOL
TEMP. CONST. EASEMENT

CITRUS HEIGHTS, SAC. CO., CALIFORNIA

Job No:	21-024
Scale:	1"=200'
Date:	7/29/21

1

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

AGENDA ITEM: J-5

MEETING DATE: 10/26/2021

SUBJECT: Variable Term Waiver/Various

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Human Resources

ACTION REQUESTED:

The superintendent is recommending that the board approve the submission of a Variable Term Waiver to the California Commission on Teacher Credentialing (CTC) for the individuals in the attached documents.

RATIONALE/BACKGROUND:

A Variable Term Waiver for the Crosscultural, Language & Academic Development (CLAD) is necessary to provide an authorization for the individuals in the attached documents to provide services to English learners. Also listed are individuals who require an authorization in adaptive physical education, mathematics, pupil personnel services and Spanish, in order to provide services for the beginning of the 2021-22 school year.

Individuals listed in the attached as requiring a CLAD authorization hold a Preliminary Designated Subjects - Career Technical Education Credential. Upon completion of the clear program through the Yolo-Solano Center for Teacher Credentialing, they will be recommended for a Clear Designated Subjects Career Technical Education Credential with an embedded English learner authorization. The CLAD waiver will allow them to provide services to English learners while they are working on their clear credential requirements.

In addition to the CLAD waivers cited above, a Variable Term Waiver is necessary to provide an authorization for Crystal Dahl for Single Subject Mathematics. Ms. Dahl is currently working to complete intern coursework at National University. A variable term waiver is required Jose Verdin for a Single Subject Spanish authorization. Mr. Verdin is a Spanish speaker and has completed undergraduate coursework in Spanish and he is preparing to enter a teacher preparation program. A variable term waiver is also required for Dustin Andrews for an adaptive physical education authorization. Mr. Andrews is currently attending Chico State to earn the full adaptive physical education authorization

A Variable Term Waiver is necessary to provide an authorization for Ryan Allaman for a Pupil Personnel Services (PPS) Counseling authorization. Ryan is in process to obtain recommendation for his Preliminary PPS Counseling credential from National University.

Aspects of the waiver application are intentionally left blank (personal information) and will be completed upon submission to the CTC.

All requests for Variable Term Waivers must be presented for approval to the governing board of the public school district. Every waiver request submitted to the CTC must include verification that a notice of intent to employ the named applicant in the identified position has been made public.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet:10/18/2021

FISCAL IMPACT:Current Budget: \$ N/AAdditional Budget: \$ N/AFunding Source: N/A

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

Current Year Only On-going **LCAP/STRATEGIC PLAN:**Goal: N/A Focus: N/AAction: N/AStrategic Plan: N/A**PREPARED BY:**

Deann Carlson, Director, Human Resources

APPROVED BY:

Paul Oropallo, Assistant Superintendent, Human Resources

Kent Kern, Superintendent of Schools



VARIABLE TERM WAIVER

<u>Type</u>	<u>Name</u>	<u>Effective Date(s)</u>
CCSD/CLAD	Micheal Kenniston	08/10/2021 – 06/30/2022
CCSD/CLAD	London Mackey	09/01/2021 – 06/30/2022
CCSD/CLAD	Eric Sweet	08/10/2021 – 06/30/2022
Pupil Personnel Service - Counseling	Ryan Allaman	08/10/2021 – 06/30/2022
Adaptive Physical Education	Dustin Andrews	08/10/2021 – 06/30/2022
Mathematics	Crystal Dahl	08/10/2021 – 06/30/2022
Spanish	Jose Verdin	09/16/2021 – 06/30/2022



Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
1900 Capitol Avenue
Sacramento, CA 95811-4213

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

CTC Use Only

W CTC Use Only
Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent waivers only**.

1. EMPLOYING AGENCY (include mailing address)	County/District CDS Code	Contact Person: Telephone #: EMail:
NPS/NPA (list county code _____)		

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: _____

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt ([41-LS](#)) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name _____
First _____ Middle _____ Last _____

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title _____

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment _____

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? Yes _____ No _____
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____
- Is this a subsequent waiver? (see #9 for additional information) Yes _____ No _____

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: _____

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): _____ / _____ / _____ **to** _____ / _____ / _____

Ending date of school term, track, or year: _____ / _____ / _____

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

Special Education	Driver Education and Training
Clinical or Rehabilitative Services	30-Day Substitute
Speech-Language Pathology Services	

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

Advertised in local/national newspapers	Contacted IHE placement centers
Advertised in professional journals	Distributed job announcements
Attended job fairs in California	Internet
Attended recruitment out-of-state	

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

Administrative Services	Multiple Subject Teaching
Single Subject Teaching (all subject areas)	Pupil Personnel Services: Counseling, Psychology, Social Work
Designated Subjects – except driver education and training	Reading Specialist/Certificate
Teacher Librarian Services	Teacher of English Learner Students

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

Distributed job announcements
Contacted IHE placement centers
Internet (i.e. www.edjoin.org)

Optional recruitment methods:

Advertised in local/national newspaper
Attended job fairs in California
Attended recruitment out-of-state
Advertised in professional journals
Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? _____

How many individuals credentialed in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
_____ Candidate(s) declined job offer
_____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name _____ Position _____

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

Yes No Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding [***Professional Fitness Explanation Form***](#).

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant
(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____



Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
1900 Capitol Avenue
Sacramento, CA 95811-4213

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

CTC Use Only

W CTC Use Only
Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent waivers only**.

1. EMPLOYING AGENCY (include mailing address)	County/District CDS Code	Contact Person:
San Juan Unified School District 3738 Walnut Avenue, Carmichael, CA 95608	34 67447	Gregg Rich Telephone #: 9169717719 EMail: gregg.rich@sanjuan.edu
NPS/NPA (list county code _____)		

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: [REDACTED]

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt ([41-LS](#)) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name London H. Mackey
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title Certificate or Credential to provide instruction to Limited English Proficient

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Career Technical Education Teacher

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? Yes No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____
- Is this a subsequent waiver? (see #9 for additional information) Yes No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: EC 44253.3

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 8 / 10 / 2021 **to** 6 / 30 / 2022

Ending date of school term, track, or year: 6 / 30 / 2022

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- | | |
|--------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute |
| <input type="checkbox"/> Speech-Language Pathology Services | |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- | | |
|------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Advertised in local/national newspapers | <input checked="" type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals | <input checked="" type="checkbox"/> Distributed job announcements |
| <input type="checkbox"/> Attended job fairs in California | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Attended recruitment out-of-state | |

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input checked="" type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialled in the authorization of the waiver request applied for the position? _____

How many individuals credentialled in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Need to hold or be eligible to earn a Designated Subjects Career Technical Education Credential in Health Science and Medical Technology

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Ms. Mackey has experience in the CTE area required for this position and has a passion for science, research and sharing that by working with students in the CTE program.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
Yolo-Solano County - Designed Subject Clear Progra	06/30/2022

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name Jennifer Anderson Position PAR Consultant

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

Yes No Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding [***Professional Fitness Explanation Form***](#).

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
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- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant
(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____



Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
1900 Capitol Avenue
Sacramento, CA 95811-4213

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

CTC Use Only

W CTC Use Only
Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent waivers only**.

1. EMPLOYING AGENCY (include mailing address) San Juan Unified School District 3738 Walnut Avenue, Carmichael, CA 95608	County/District CDS Code 34 67447	Contact Person: Gregg Rich Telephone #: 9169717719 EMail: gregg.rich@sanjuan.edu
NPS/NPA (list county code _____)		

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: [REDACTED]

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt ([41-LS](#)) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name Eric G. Sweet
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title Certificate or Credential to Provide Instruction to LEP Students

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Career Technical Education Teacher

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? Yes No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____
- Is this a subsequent waiver? (see #9 for additional information) Yes No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: EC 44253.3

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 8 / 10 / 2021 **to** 6 / 30 / 2022

Ending date of school term, track, or year: 6 / 30 / 2022

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- | | |
|--------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute |
| <input type="checkbox"/> Speech-Language Pathology Services | |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- | | |
|------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Advertised in local/national newspapers | <input checked="" type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals | <input checked="" type="checkbox"/> Distributed job announcements |
| <input type="checkbox"/> Attended job fairs in California | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Attended recruitment out-of-state | |

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input checked="" type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialled in the authorization of the waiver request applied for the position? _____

How many individuals credentialled in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Need to hold or be eligible to earn a Designated Subjects Career Technical education Credential in Finance and Business; Marketing, Sales and Service; and Manufacturing and Product Development

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Mr. Sweet has experience in the CTE area required for this position and has a passion for working with students.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
Designed Subject Clear Program	

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name _____ Position _____

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

Yes No Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding [***Professional Fitness Explanation Form***](#).

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant
(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____



Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
1900 Capitol Avenue
Sacramento, CA 95811-4213

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

CTC Use Only

W CTC Use Only
Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent waivers only**.

1. EMPLOYING AGENCY (include mailing address)	County/District CDS Code	Contact Person:
San Juan Unified School District 3738 Walnut Avenue, Carmichael, CA 95608	34 67447	Gregg Rich Telephone #: 9169717719 EMail: gregg.rich@sanjuan.edu
NPS/NPA (list county code _____)		

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: [REDACTED]

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt ([41-LS](#)) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name Ryan Allaman
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title _____

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Pupil Personnel Service - School Counseling

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? Yes No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____
- Is this a subsequent waiver? (see #9 for additional information) Yes No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: Education Code § 44266

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 8 / 10 / 2021 **to** 6 / 30 / 2022

Ending date of school term, track, or year: 6 / 30 / 2022

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- | | |
|--------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute |
| <input type="checkbox"/> Speech-Language Pathology Services | |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- | | |
|------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Advertised in local/national newspapers | <input checked="" type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals | <input checked="" type="checkbox"/> Distributed job announcements |
| <input type="checkbox"/> Attended job fairs in California | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Attended recruitment out-of-state | |

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input checked="" type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialled in the authorization of the waiver request applied for the position? 22

How many individuals credentialled in the authorization of the waiver request were interviewed? 4

What were the results of those interviews? (Please indicate answers in numbers)

- 0.00 Applicant(s) withdrew
- 1.00 Candidate(s) declined job offer
- 1.00 Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Need to hold or be eligible to earn a Pupil Personnel Services credential in school counseling

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Mr. Allaman held a Clear Education Specialist Instruction credential with Moderate/Severe authorization that expired on 08/01/2021. He is currently working on his PPS credential through National University

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
National University PPS	06/01/2022

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name _____ Director _____
Christine Moran _____ Position _____

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

Yes No Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding [***Professional Fitness Explanation Form***](#).

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant
(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____



Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
1900 Capitol Avenue
Sacramento, CA 95811-4213

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

CTC Use Only

W CTC Use Only
Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent waivers only**.

1. EMPLOYING AGENCY (include mailing address)	County/District CDS Code	Contact Person:
San Juan Unified School District 3738 Walnut Avenue, Carmichael, CA 95608	34 67447	Gregg Rich Telephone #: 9169717719 EMail: gregg.rich@sanjuan.edu
NPS/NPA (list county code _____)		

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: [REDACTED]

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt ([41-LS](#)) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name Dustin D. Andrews
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title _____

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Adaptive Physical Education

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? Yes No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____
- Is this a subsequent waiver? (see #9 for additional information) Yes No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: Title 5 § 80046.1

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 8 / 10 / 2021 **to** 6 / 30 / 2022

Ending date of school term, track, or year: 6 / 30 / 2022

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- | | |
|--------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Special Education | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute |
| <input type="checkbox"/> Speech-Language Pathology Services | |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- | | |
|------------------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Advertised in local/national newspapers | <input type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals | <input type="checkbox"/> Distributed job announcements |
| <input type="checkbox"/> Attended job fairs in California | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Attended recruitment out-of-state | |

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? _____

How many individuals credentialed in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Need to hold or be eligible to earn an Adaptive Physical Education added authorization.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Mr. Andrews is currently attending CSU Chico to finish his adaptive physical education authorization

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
Chico State - APE Authorization Program	06/30/2022

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name _____ Position _____

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

Yes No Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding *Professional Fitness Explanation Form*.

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant
(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____



Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
1900 Capitol Avenue
Sacramento, CA 95811-4213

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

CTC Use Only

W CTC Use Only
Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent waivers only**.

1. EMPLOYING AGENCY (include mailing address)	County/District CDS Code	Contact Person:
San Juan Unified School District 3738 Walnut Avenue, Carmichael, CA 95608	34 67447	Gregg Rich Telephone #: 9169717719 EMail: gregg.rich@sanjuan.edu
NPS/NPA (list county code _____)		

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: [REDACTED]

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt ([41-LS](#)) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name Crystal L. Dahl
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title Single Subject Mathematics

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Teacher - Site Resources - MS - Math

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? Yes No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____
- Is this a subsequent waiver? (see #9 for additional information) Yes No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: Title 5 § 80021.1

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 8 / 10 / 2021 **to** 6 / 30 / 2022

Ending date of school term, track, or year: 6 / 30 / 2022

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- | | |
|--------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute |
| <input type="checkbox"/> Speech-Language Pathology Services | |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- | | |
|------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Advertised in local/national newspapers | <input checked="" type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals | <input checked="" type="checkbox"/> Distributed job announcements |
| <input type="checkbox"/> Attended job fairs in California | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Attended recruitment out-of-state | |

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialled in the authorization of the waiver request applied for the position? _____

How many individuals credentialled in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Need to hold or be eligible to earn a Math credential.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Ms. Dahl previously held a TPSL in social science and is the best candidate for an intervention position. She has previously taken some lower division math classes.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
National University	06/30/2023

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name Tim Murphy Position Vice Principal

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

Yes No Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding *Professional Fitness Explanation Form*.

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

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2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant
(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____



Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
1900 Capitol Avenue
Sacramento, CA 95811-4213

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

CTC Use Only

W CTC Use Only
Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent waivers only**.

1. EMPLOYING AGENCY (include mailing address)	County/District CDS Code	Contact Person:
San Juan Unified School District 3738 Walnut Avenue, Carmichael, CA 95608	34 67447	Gregg Rich Telephone #: 9169717719 EMail: gregg.rich@sanjuan.edu
NPS/NPA (list county code _____)		

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: [REDACTED]

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt ([41-LS](#)) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name Jose G. Verdin
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title _____

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Spanish

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? Yes No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____
- Is this a subsequent waiver? (see #9 for additional information) Yes No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: Title 5 § 80021.1

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 9 / 16 / 2021 **to** 6 / 30 / 2022

Ending date of school term, track, or year: 6 / 30 / 2022

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- | | |
|--------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute |
| <input type="checkbox"/> Speech-Language Pathology Services | |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- | | |
|------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Advertised in local/national newspapers | <input checked="" type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals | <input checked="" type="checkbox"/> Distributed job announcements |
| <input type="checkbox"/> Attended job fairs in California | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Attended recruitment out-of-state | |

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input checked="" type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialled in the authorization of the waiver request applied for the position? _____

How many individuals credentialled in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Need to hold or be eligible to earn a Single Subject Spanish credential.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Mr. Verdin is a Spanish speaker and has been enrolled to earn his teaching credential at Sac State

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
CSU Sacramento	06/30/2023

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name Judy Billingsley Position Principal

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

Yes No Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding [***Professional Fitness Explanation Form***](#).

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant
(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____

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

AGENDA ITEM: J-6

MEETING DATE: 10/26/2021

SUBJECT: Assignment of Teachers Outside
Regular Base Credential

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. 3088 authorizing the assignment of sixty-two certificated employees who hold regular base credentials outside these authorizations during the 2021-2022 school year per Education Code sections 44256(b), 44258.2, 44263 and 44865.

RATIONALE/BACKGROUND:

Per the California Education Code sections cited above, a teacher may be authorized by action of the governing board to teach subjects beyond their credential provided they hold a valid credential, have a prerequisite number of college units in the subject area, and agree to the assignment. Several schools have identified teachers who meet the requirements to teach additional subjects (listed on the attachment). The schools and the district see these assignments as beneficial to the instructional program and therefore to student academic success.

ATTACHMENT(S):

A: 2021-2022 Board Resolutions

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 10/18/2021

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Deann Carlson, Director, Human Resources

APPROVED BY: Paul Oropallo, Assistant Superintendent, Human Resources

Kent Kern, Superintendent of Schools

Pao
KK

2021-2022 Board Resolutions

NAME	SITE	BASE CREDENTIAL	AUTHORIZATION(S) COVERED BY RESOLUTION	FTE
Education Code 44263 allows the holder of a Single Subject or Multiple Subject Credential to teach high school with 9 upper division/or combination of 18 units in added area of authorization.				
Bartholomew, Patricia	Casa Roble	M/S; Intro Home Economics	Home Economics	1.00
Beauchamp, Maria	Del Campo	M/S, Intro Business	Business (computers)	1.00
Cardoso, Todd	El Camino	M/S; Intro Math	Math	1.00
Desmond, John	Casa Roble	S/S Social Science, Intro Math	Math	0.67
Edwards, Neal	Casa Roble	S/S Life Science, Computer Concepts & Applications, Intro general science, Intro physical science, Intro music	Biology	1.00
Horner, Christopher	Casa Roble	M/S, Intro Business, Intro Math	Math	1.00
Ohori, Megumi	Mira Loma	M/S; Intro Math	Math	1.00
Peoples, Leslie	Mesa Verde	M/S; Intro Math	Math	0.33
				Total FTE: 7.00
EDUCATION CODE 44256(b) allows the holder of a Multiple Subject credential to teach in grades Eight and below with 6 upper division/or combination of 12 units in added area of authorization.				
Antler, Vania	Churchill	Multiple Subject	French	1.00
Honegger, L. Colleen	Barrett	Multiple Subject	Social Science	0.20
Tamburrino, Jill	Carnegie	Multiple Subject	Social Science	1.00
				Total FTE: 2.20
EDUCATION CODE 44258.2 allows the holder of a Single Subject credential to teach in grades Eight and below with 6 upper division/or combination of 12 units in added area of authorization.				
Randall, Jeffrey	Arcade	S/S Social Science, Psychology	Math	0.80
Steinhauser, Maria	Orangevale Open	S/S English	Social Science	0.40
				Total FTE: 1.20

2021-2022 Board Resolutions

AUTHORIZATION(S)

COVERED BY

RESOLUTION

FTE

NAME	SITE	BASE CREDENTIAL		
EDUCATION CODE 44865 provides that a teacher with a valid teaching credential issued by the State Board of Education or the Commission for Teacher Preparation and Licensing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in the following assignments, provided that the assignment of a teacher to a position for which qualifications are prescribed by this section shall be made with the consent of the teacher:				
a) Home Teacher	b) Classes organized primarily for adults	c) Hospital Classes	d) Necessary small high school	
e) Continuation schools	f) Alternative Schools	g) Opportunity schools	h) Juvenile courts schools	
i) County community schools		j) District community day schools		
Anderson, Burke	La Entrada East	S/S Social Science; M/S	d)	1.00
Austin, Kim	La Entrada East	S/S History, Intro Social science	d)	1.00
Timm, Gina	La Entrada East	S/S Life Science; Chemistry	d)	1.00
Goldfried, Monique	La Entrada West	S/S English	d)	1.00
Werly, Scott	La Entrada West	M/S; Intro English; Literature; Drama	d)	1.00
Adams, Deborah	EI Sereno	Std Sec Home Ec; Sociology	f)	0.67
Barone, Kevin	EI Sereno	S/S Math	f)	1.00
Bullock, John	EI Sereno	S/S Math; Forestry; Horticulture	f)	1.00
Feliz, Marc	EI Sereno	Multiple Subject	f)	1.00
Fielden, Karina	EI Sereno	S/S English, Spanish	f)	1.00
Gladdis, Frith	EI Sereno	S/S PE; Health Science	f)	1.00
Gramlach, Genevieve	EI Sereno	S/S Biological Sciences	f)	1.00
Hedrick, Peter	EI Sereno	S/S French; Social Science	f)	1.00
Moore, Kimberly	EI Sereno	S/S Math	f)	1.00
Myers, Robert	EI Sereno	S/S Social Science	f)	1.00
Pierce, Anna	EI Sereno	S/S English; M/S	f)	1.00
Polston, Matthew	EI Sereno	S/S English; Physical Education	f)	1.00
Sy, Kristle	EI Sereno	S/S Physics	f)	1.00
Taurone, Cynthia	EI Sereno	S/S Home Ec, Business	f)	1.00
Wilson, David	EI Sereno	S/S Social Science	f)	1.00
Anderson-Maerklen, Cassandra	Arlington Heights	Multiple Subject	f)	0.50
Digman, Caroline	Arlington Heights	Multiple Subject	f)	1.00
Jones, Andrea	Arlington Heights	Multiple Subject	f)	1.00
Sagara, Julia	Arlington Heights	Multiple Subject	f)	1.00
Shields, Dorothea	Arlington Heights	Multiple Subject	f)	1.00
Snyder Furze, Tracy	Arlington Heights	Multiple Subject	f)	1.00
Takamoto, Deborah	Arlington Heights	Multiple Subject	f)	1.00
Torres, Alma	Arlington Heights	Multiple Subject	f)	1.00
Walker, Jacqueline	Arlington Heights	Multiple Subject	f)	1.00
Webb, Whitney	Arlington Heights	Multiple Subject	f)	1.00
Wilson, Mandy	Arlington Heights	Multiple Subject	f)	1.00
Avera, Laura	Home School	Multiple Subject	a)	1.00
Cordell, Camille	Home School	Multiple Subject	a)	1.00
Reeves, Raytese	Home School	M/S; Mod/Sev	a)	1.00
Smith, Anne	Home School	Multiple Subject	a)	1.00
Stone, Jodi	Home School	Multiple Subject	a)	1.00

Key: M/S = Multiple Subject

S/S= Single Subject

Std Elem= Standard Elementary

Std Sec=Standard Secondary

2021-2022 Board Resolutions

NAME	SITE	BASE CREDENTIAL	AUTHORIZATION(S) COVERED BY	RESOLUTION	FTE
Vick, Kaitlin	Home School	Multiple Subject	a)		1.00
Ballisty, Jane	Home and Hospital	Standard Elementary	a) & c)		0.60
Beardsley, Margaret	Home and Hospital	S/S Math	a) & c)		0.60
Jagerson, Stacey	Home and Hospital	Multiple Subject	a) & c)		0.60
Meyer-Johanson, Janeen	Home and Hospital	M/S; LH	a) & c)		0.60
Newman, Cara	Home and Hospital	Multiple Subject	a) & c)		0.60
Seekins, Billie	Home and Hospital	M/S; Intro English, Home Ec, Health	a) & c)		0.60
Townsend, Rita	Home and Hospital	S/S English	a) & c)		0.60
Bebout, Michelle	Meraki	S/S English	f)		1.00
Cox, Glenda	Meraki	M/S Intro English; Intro Science; S/S Fnfdtnl Math	f)		1.00
DeJager, Daniel	Meraki	S/S Physical Education; Literature; Intro English; Intro Science	f)		1.00
Leister, Jon	Meraki	S/S Social Science; Intro Computers	f)		1.00
Watson, Christopher	Meraki	S/S Physical Education; Life Sci; Intro Physical Sci	f)		1.00
				Total FTE:	45.37

SAN JUAN UNIFIED SCHOOL DISTRICT

**RESOLUTION NO. 3088
ASSIGNMENT OF TEACHERS UNDER THE LICENSING
OF CERTIFICATED PERSONNEL LAW**

WHEREAS, Education Code Sections 44256(b), 44258.2, 44263, and 44865 adopted by the California Legislature as part of the licensing of certificated personnel provides that the governing board of a school district may annually adopt a resolution authorizing the holder of certain teaching credentials to teach courses assigned which are not listed on his or her base teaching credential provided that the teacher has completed a pre-requisite number of college units at an accredited institution in the subject to which he or she is assigned; and

WHEREAS, many situations arise in which assignment to teach such subject is both necessary and desirable for the efficient operation of the school;

NOW, THEREFORE, BE IT RESOLVED that for the 2021-2022 school year, the Superintendent of the San Juan Unified School District, shall be authorized to assign teachers in accordance with the procedures enumerated below.

- A. A holder of a single/multiple subject teaching credential, standard elementary/secondary teaching credential, or other teaching credential may be assigned to teach courses other than those authorized by subject matter designated on his/her credential.
- B. Only the teachers listed with this resolution and those subsequently reported to the Board of Education during the 2021-2022 school year may be assigned in accordance with the provision cited.

IN WITNESS WHEREOF, on a motion by Board Member _____, seconded by _____, the foregoing Resolution was passed and adopted by the Board of Education of the San Juan Unified School District, Carmichael, California, this 26th day of October 2021.

President

Vice President

Clerk

Member

Member

Members of the Board of Education of the San Juan Unified School District, a political subdivision of the State of California

Attested:

Kent Kern, Executive Secretary

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

AGENDA ITEM: J-7

MEETING DATE: 10/26/2021

SUBJECT: Provisional Internship Permit

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

DEPARTMENT: Human Resources

ACTION REQUESTED:

The superintendent is recommending that the board approve the submission of one Provisional Internship Permit to the California Commission on Teacher Credentialing (CTC) effective 08/10/2021-06/30/2022 for the individual in the attached.

RATIONALE/BACKGROUND:

A Provisional Internship Permit is necessary to provide an authorization for Michelle Nott to teach an assignment which requires an authorization for Single Subject Math for the 2021-22. Michelle is currently enrolled at Brandman University to become intern eligible. Aspects of the CL-857 are intentionally left blank (applicant's personal information and board approval) and will be completed upon submission to the CTC.

All requests for Provisional Internship Permits must be presented for approval to the governing board of the public school district. Every Provisional Internship Permit request submitted to the CTC must include verification that a notice of intent to employ the named applicant in the identified position has been made public.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 10/18/2021

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Deann Carlson, Director, Certificated Personnel, Human Resources

APPROVED BY: Paul Oropallo, Assistant Superintendent, Human Resources *PO*

Kent Kern, Superintendent of Schools *KK*



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

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

VERIFICATION OF REQUIREMENTS **For the Provisional Internship Permit**

This form must be completed by the employing agency and submitted with each application for a Provisional Internship Permit.

Name of Applicant Michelle Nott

SSN

Name of Employing Agency San Juan Unified School District

County/District/CDS Code 34 67447

Multiple Subject

Single Subject - Specify subject(s): Mathematics

Education Specialist - Specify specialty area(s):

By submitting this form, the employing agency named above verifies that items 1-6 have been completed.

1. A diligent search has been conducted for a suitable credentialed teacher or qualified intern teacher by the following methods and verification of such recruitment efforts is attached:

Required recruitment methods (provide photocopies of **all** of the following 3 methods):

- Distributed job announcements
- Contacted college or university placement centers
- Advertised on the Internet

Optional recruitment methods (in addition to the required methods above):

- Advertised in professional journals
- Attended job fairs in California
- Attended recruitment out-of-state
- Contacted California teacher recruitment centers
- Advertised in local/national newspapers
- Other (explain) _____

2. The permit holder will be provided orientation, guidance and assistance during the valid period of the permit
3. Public notice of intent to employ the applicant in the identified position has been given and meets the following criteria (check the box that applies):

Public School District

Public notice was presented as an action item on the governing board agenda and acted upon favorably. A copy of the agenda item is attached.

The agenda item included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

County Offices of Education, Nonpublic Schools, Statewide Agencies, and Charter Schools

Public notice was posted at least 72 hours before the position was filled. A copy of the dated notice is attached.

Public notice included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

Public notice included a signed statement from the superintendent or administrator confirming there were no objections to the issuance of the permit.

4. The permit holder will be provided assistance in developing a personalized plan through an agency-defined assessment that would lead to meeting subject matter competence related to the permit
5. The permit holder will be provided assistance to seek and enroll in subject matter training, such as workshops or seminars and site-based courses along with training in test-taking strategies and will assist the permit holder in meeting subject matter competence related to the permit
6. The candidate has been apprised of the steps required to earn a credential and enroll in an intern program

- I understand that I must complete core academic area subject matter to enroll in an intern program for the Education Specialist Instruction Preliminary Credential (academic areas include art, English, foreign language, mathematics, music, science, social science, and multiple subjects)

Applicant Signature _____

Employing Agency Certification

This form must be signed by the District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee.

I certify under penalty of perjury that the information provided on this form is true and correct.

Signature _____

Title _____

Date _____

**SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2021-2022**

L
10/26/2021

NOVEMBER 16 (3rd Tuesday)

- | | |
|------------------------------------------------------------------|------------|
| Special Education/CCEIS Plan – D | Calvin |
| Encina Update – D | Bassanelli |
| West Region 6-8 Facilities Planning – D | Camarda |
| Choices Charter School: One-Time Bonus and Salary Increase – D | Ginter |
| Set Annual Organizational Meeting – A | Board |
| *Grant: Career Technical Education Incentive Grant 2021-2022 – A | Allen |

DECEMBER 14

- | | |
|-------------------------------------------------------------------------------------|------------|
| Annual Organizational Meeting – A | Board |
| Expanded Learning Opportunities Update (Elementary) – R | Bassanelli |
| Social Emotional Wellness Update – R | Calvin |
| 2020-2021 Audit Report – A | Stahlheber |
| 2021-2022 First Interim & Budget/Financial Status Report – A | Stahlheber |
| Special Education/CCEIS Plan – A [Discussed 11/16/21] | Calvin |
| Choices Charter School: One-Time Bonus and Salary Increase – A [Discussed 11/16/21] | Ginter |
| Minimum Wage Increase (CSEA, Teamsters) – A | Oropallo |
| Minimum Wage Increase (Short Term, Temporary) – A | Oropallo |
| Governance Handbook Annual Update – D/A | Board |

JANUARY 11

- | | |
|-------------------------------------------------------------------------------------|------------|
| Family and Community Engagement Update – R | Allen |
| 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 and Family Engagement | |
| *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 25

- | | |
|--------------------------------------------------------------|------------|
| Recognition: 2022 Classified Employees of the Year – A | Oropallo |
| Recognition: National School Counseling Week (Feb. 7-11) – A | Schnepp |
| Technology Update – R | Skibitzki |
| *School Accountability Report Cards (SARCs) – A | Bassanelli |
| *Annual Policy Review– A [Discussed 01/11/22] | Simlick |
| BP 3430 Investing and Debt Management | |
| BP 5116.1 Intradistrict Open Enrollment | |
| BP 6145 Extracurricular/Cocurricular Activities | |
| BP 6020 Parent Involvement | |

FEBRUARY 15 (3rd Tuesday)

- | | |
|-----------------------------------------------------------------------------------------------|-----------------------|
| Recognition: Arts Education Month (March) – A | Townsend-Snider |
| Recognition: National School Social Work Week (Mar. 6-12) – A | Calvin |
| English Learner/Refugee Update – R | Calvin |
| LCAP Supplemental Update – A | Bassanelli/Stahlheber |
| LCAP Supplemental Update Choices Charter School – A | Ginter |
| Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – D | Oropallo |
| Recommendation for Reducing/Discontinuing CCS & Criteria for Tie Break (Certificated ECE) – D | Oropallo |
| Notice of Intent to Reduce Classified Positions – D | Oropallo |

MARCH 8

Career Technical Education Update – R	Schnepp
Second Interim Budget Report – R	Stahlheber
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – A [Discussed 02/15/22]	Oropallo
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – A [Discussed 02/15/22]	Oropallo
Resolution: Notice of Intent to Reduce Classified Positions – A [Discussed 02/15/22]	Oropallo
2022 CSBA Delegate Assembly Election – A	Board
*Consolidated Application, Winter Report 2022 (Part II) – A	Calvin
*Resolution: School Board Election Order – A	Kern

MARCH 22

Recognition: Week of the Young Child (Apr. 2-8) – A	Townsend-Snider
Discovery Club Update – D	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 5 (*1st Tuesday*)

Instructional Materials Adoptions – D	Schnepp
New High School Courses – D	Schnepp
Williams Complaint Report – R	Simlick
Proposed Board Meeting Dates for 2022-2023 – A	Board

APRIL 19 (*3rd Tuesday*)

Recognition: School Bus Driver's Appreciation Day (Apr. 26) – A	Oropallo
Recognition: National Nurses Week and National School Nurse Day (May 6-12 & May 11) – A	Calvin
*Instructional Materials Adoptions – A [Discussed 04/05/22]	Schnepp
*New High School Courses – A [Discussed 04/05/22]	Schnepp

MAY 10

Recognition: California Day of the Teacher (May 11) – A	Oropallo
Recognition: Classified School Employee Week (May 15-21) – A	Oropallo
Hearing Officer's Recommendation-2022 RIF (if applicable) – A	Simlick
*Approval of CTE 2022 Advisory Committee Roster – A	Schnepp
*Head Start/Early Head Start COLA Funding Allocation 2022-2023 – A	Townsend-Snider

MAY 24

Recognition: National Science Bowl (if applicable) – A	Schnepp
Recognition: Science Olympiad (if applicable) – A	Schnepp
Recognition: Academic Decathlon (if applicable) – A	Schnepp
*Head Start/Early Head Start Contract Resolution FY 2022-2023 – A	Townsend-Snider

JUNE 14

School Climate: Parent-Staff-Student Voice – R	Bassanelli
Public Hearing: LCAP – D	Bassanelli
Public Hearing: LCAP/Choices Charter School – D	Ginter
Public Hearing: Adoption of the 2022-2023 Budget – D	Stahlheber
Temporary Interfund Borrowing of Cash – A	Stahlheber
*CIF Superintendent Designation of Representatives 2022-2023 – A	Schnepp

JUNE 28

LCAP – A [Public Hearing 06/14/22]	Bassanelli
LCAP Choices Charter School – A [Public Hearing 06/14/22]	Ginter
Adoption of the 2022-2023 Budget – A [Public Hearing 06/14/22]	Stahlheber
*Consolidated Application, Spring Report 2021-2022 – A	Calvin
*2021-2022 Actuarial Report (OPEB) – A	Oropallo
*Charter School 2020-2021 Audit Reports (Aspire, Atkinson, CMP, GIS, GV, OFY) – A	Stahlheber

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

sc: updated 10/19/2021 3:35 PM