



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

Zima Creason, President  
Pam Costa, Vice President  
Saul Hernandez, Clerk  
Ben Avey, Member  
Paula Villescaz, Member  
Tanya Kravchuk, Member  
Vacant, Member

### **PUBLIC PARTICIPATION GUIDELINES**

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

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

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

**Board of Education Agenda**  
**November 14, 2023**

**A. OPEN SESSION/CALL TO ORDER/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. Public comments, including your name, become part of the public record.

**B. CLOSED SESSION – 5:30 p.m.**

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

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

**D. APPROVAL OF THE MINUTES – October 24, 2023, regular meeting, pages 2552-2555.**

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

1. **Recognition**  
a. Kids Helping Kids (Del Campo High School) (Schnepp)  
*Action:* Adoption of Resolution No. A-432 recognizing Kids Helping Kids for earning first place in the annual Students for the Advancement of Global Entrepreneurship (SAGE) competition.
2. **High School Student Council Reports**
3. **Staff Reports**
4. **Board-appointed/District Committees**
5. **Employee Organizations**
6. **Other District Organizations**
7. **Closed Session/Expulsion Actions** (Government Code section 54957.1)

## **F. VISITOR COMMENTS – 6:50 p.m.**

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

## **G. CONSENT CALENDAR – G-1/G-11 – 7:20 p.m.**

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

1. \*Personnel – appointments, leaves of absence, separations and job description/salary range change.
2. \*Purchasing Report – purchase orders and service agreements, change orders, piggyback contracts and zero dollar contracts.
3. \*Business/Financial Report – notices of completion.
4. Acceptance of the following gifts: (# = donor's estimate)  
**Family and Community Engagement:** from Kiwanis Club of Carmichael Foundation – for mobile resource center: \$4,500.  
**Lichen K-8 School:** from Bev's Angel Project Inc. – for various gifts for student store rewards: \$300(#); from David Harris Jr. – for various classroom/office supplies: \$1750(#); from Grupo Bimbo – for 625 Takis snack bags: \$375; Kona Ice of North Sacramento: \$150; Excel Photographers: \$123; PepsiCo Beverage Sales LLC: \$88.01.  
**Skycrest Elementary School:** from Off Broadway Shoes – for 142 pairs of children's shoes donated by customers: \$6,000(#).
5. \*Approval to dispose of surplus property pursuant to Board Policy 3270 and Education Code sections 17545 and 17546.
6. \*Approval of 2023 Civitas Scholarship Awards for Rio Americano High School.
7. \*Approval of the site license agreement between San Juan Unified School District and Sacramento-Valley Limited Partnership, dba Verizon Wireless, for the cell tower located at Maintenance and Operations, 6135 Sutter Avenue, Carmichael, California.
8. \*Approval of the reimbursement agreement between San Juan Unified School District and the County of Sacramento Department of Transportation for the traffic signal project at El Camino Avenue and Kent Drive to aid in traffic mitigation at the new Katherine Johnson Middle School site (formerly Creekside).
9. \*Adoption of Resolution No. 4104 approving the third amendment to the lease for the Mariemont Elementary School modernization and interim housing project nos. 130-9495-P1 & 130-9495-P2 between San Juan Unified School District and S+B James Construction California, Inc.
10. \*Ratification of two committee members to the Special Education Community Advisory Committee.
11. \*Approval of the California State Preschool Program Continued Funding Application and adoption of Resolution No. 4105 designating Early Childhood Education program manager and administrators to sign related documents for fiscal year 2024-2025.

\*Material provided.

## **H. CONSENT CALENDAR (continued, if necessary)**

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

## **I. BUSINESS ITEMS**

### **1. Measure P Update and Potential November 2024 Bond Measure – 7:25 p.m.**

(Camarda)

Material provided.

Report: regarding an update on Measure P and outlining the potential for a November 2024 bond measure.

**2. Community Outreach for Potential November 2024 Bond – 7:40 p.m.** (Camarda)  
Material provided.

Action: The superintendent is recommending that the board approve the proposal from The Lew Edwards Group to conduct community outreach in order to solicit feedback for the potential November 2024 bond measure.

**3. Community Survey for Potential November 2024 Bond – 7:50 p.m.** (Camarda)  
Material provided.

Action: The superintendent is recommending that the board approve the proposal from Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research) to conduct public opinion research for the potential November 2024 bond measure.

**4. Proposed Fee Restructure for Fee-Based Early Childhood Education Programs – 8:00 p.m.** (Townsend-Snider)  
Material provided. (Public Hearing/Discussion: 10/24/2023).

Action: The superintendent is recommending that the board approve the proposed fee restructure for fee-based Early Childhood Education programs, including Discovery Club and Early Learning Academy.

**5. Set Annual Organizational Meeting – 8:05 p.m.** (Board)  
Material provided.

Action: The superintendent is recommending that the board set Tuesday, December 12, 2023, at 6:30 p.m., as the date and time for the annual organizational meeting.

**J. BOARD REPORTS – 8:10 p.m.**

**K. FUTURE AGENDA – 8:20 p.m.**

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

**B. CLOSED SESSION (continued, if necessary)**

Announcement of topics/announcement of actions.

**L. ADJOURNMENT – 8:25 p.m.**

*The Board of Education welcomes and encourages the public's participation at the board meetings and has devoted time throughout the meeting for that purpose. You may comment on items included on this agenda; however, we ask that you limit your comments to two (2) minutes, so that as many people as possible may be heard (Education Code section 35145.5, Government Code section 54954.3). When an item indicates "material provided," the additional information is available prior to the meeting in the Information and Communication Office, 3738 Walnut Avenue, Carmichael, (916) 979-8281, or on the district website at [www.sanjuan.edu](http://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](mailto: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](mailto:stephanie.cunningham@sanjuan.edu) at least 24 hours before the scheduled board meeting to allow for the scheduling of appropriate translation staff and other resources.*

***NOTE: The times indicated are approximate.***

**Mission Statement**

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



D  
11/14/2023

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

**Board of Education Minutes**  
**October 24, 2023**

**Regular Meeting**  
Board of Education  
6:00 p.m.

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

The October 24 regular meeting was called to order by the vice president, Pam Costa. The board meeting was held in person and was also streamed to the district's YouTube channel.

**Roll Call**

Present:  
Zima Creason, president (*via teleconference*)  
Pam Costa, vice president  
Saul Hernandez, clerk  
Ben Avey, member  
Paula Villescaz, member  
Tanya Kravchuk, member  
Vacant:  
Trustee area 7, 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 two cases (Education Code section 48918[f]).

**Reconvene Open Session/Pledge of Allegiance (C)**

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

**Minutes Approved (D)**

It was moved by Ms. Villescaz, seconded by Ms. Kravchuk, that the minutes of the October 10 regular meeting be approved. MOTION CARRIED UNANIMOUSLY [AYES: Creason, Costa, Hernandez, Avey, Villescaz, Kravchuk; NOES; None; ABSTAIN: None].

**Recognition: National School Psychology Week (E-1)**

It was moved by Ms. Kravchuk, seconded by Ms. Villescaz, to adopt Resolution No. A-431 proclaiming the week of November 6-10 as National School Psychology Week. MOTION CARRIED UNANIMOUSLY [AYES: Creason, Costa, Hernandez, Avey, Villescaz, Kravchuk; NOES; None].

**High School Student Council Reports (E-2)**

High School Student Council representatives Allyson Dyke and Emmy Moran from Del Campo High School and AJ Rodriguez and Jason Perry from Encina Preparatory High School updated the board on the goals, activities and achievements at their respective schools.

**Closed Session/Expulsion Actions (E-7)**

Mr. Hernandez reported that the board voted unanimously to accept as written one stipulated suspended expulsion in case number M-04 and to accept a hearing panel's recommendation of one suspended expulsion in case number S-10.

**Visitor Comments (F)**

Norma Martinez shared her concerns about the traffic at Sylvan Middle School and interpretation during board meetings.

Lidia Melendez expressed her concerns about the traffic at Sylvan Middle School.

Veronica Pascual said she supports the previous visitor comments and the need for interpretation during board meetings.

Lucero Soto requested that the district have a Spanish interpreter in attendance at all board meetings.

Janet Pacheco spoke about the traffic at Mira Loma High School and guidance for high school students.

Jennifer Morgan, chair of the Local Control and Accountability Plan Parent Advisory Committee (LCAP PAC), provided an update on the work of the committee.

**Consent Calendar Approved (G-1/G-7)**

It was moved by Mr. Avey, seconded by Ms. Villescaz, that the consent calendar items G-1 through G-7 be approved. MOTION CARRIED UNANIMOUSLY [AYES: Creason, Costa, Hernandez, Avey, Villescaz, Kravchuk; NOES: None].

**Personnel (G-1)** - Appointments, leaves of absence, separations and reassignments/change in work year – approved as submitted.

**Purchasing Report (G-2)**

Purchase orders and service agreements, change orders and piggyback contracts – approved as submitted.

**Business/Financial Report (G-3)**

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

**Gifts (G-4)**

Acceptance of gifts to Encina Preparatory High School and Mesa Verde High School.

**Surplus Property Report (G-5)**

Approval to dispose of surplus property pursuant to Board Policy 3270 and Education Code sections 17545 and 17546.

**Proposed Revisions to Guest Teacher Salary Schedule (G-6)**

Approval of the proposed revisions to the guest teacher salary schedule.

**Special Education Community Advisory Committee Membership (G-7)**

Ratification of Emily Getz as a committee member to the Special Education Community Advisory Committee.

**Proposition 28: The Arts and Music in Schools Funding Guarantee and Accountability Act (I-1)**

Interim Deputy Superintendent of Schools and Student Support Amy Slavensky, Ph.D. provided information about the district's plan to increase access for all students to quality arts and music education through the use of Proposition 28, which was approved by California voters in November 2022. Dr. Slavensky also shared information about partner engagement, feedback loops and communication tools used to inform the planning process for use of the ongoing funds. Dr. Slavensky explained the phased-in implementation approach that will be undertaken at select Title I school sites (phase 1); Early Childhood Education and elementary/TK-8 school sites (phase 2); and secondary school sites. Dr. Slavensky shared the timeline for implementation, reporting requirements and next steps. Board members made comments and posed questions, which staff addressed. Mr. Avey commented on the differences between traditional and block high school schedules, noting the challenges of adding additional sections to the master schedule at some school sites. Ms. Kravchuk inquired about the student engagement process and she made comments regarding additional participation costs. Ms. Costa shared that San Juan Unified has maintained visual and performing arts programs through past budget cuts, expressing that she is happy to see these programs expand even amidst the current staffing challenges.

### **Learning Recovery Emergency Block Grant (I-2)**

Dr. Slavensky provided information about the district's plan to utilize the Learning Recovery Emergency Block Grant (LREBG) funds, which is a new one-time funding source. Dr. Slavensky explained that, after the sunsetting of the one-time COVID-related Expanded Learning Opportunities (ELO) and Elementary and Secondary School Emergency Relief (ESSER) funds, the LREBG funds will allow the district to continue some of the high leverage, most impactful actions that are currently in place to support students. Dr. Slavensky also shared information about the partner engagement and feedback loops used to inform the ongoing planning process for use of the funds. Dr. Slavensky provided a list of the ESSER III actions that will continue for the 2024-2025 school year using the LREBG funds. Board members made comments and posed questions, which staff addressed. Ms. Villescaz expressed appreciation for the one-year reprieve, she inquired about the continued staffing percentage and said she looks forward to how future years will unfold. Ms. Kravchuk inquired about metrics, data and the inquiry cycle. Mr. Avey made comments about ELO and ESSER funded programs, test scores and data that will help inform future recommendations and decisions. Mr. Hernandez said he appreciates the allocation to keep instructional assistants in the classroom. Ms. Creason said she is grateful for the funding, acknowledging that the schools she has visited hope to continue effective programs and noting that this funding allows for extra time and is an opportunity for advocacy at the state and federal levels to increase funding for schools. Ms. Costa expressed appreciation for being able to sustain the supports for another school year, thanking staff for the planning process.

### **Public Hearing: Proposed Fee Restructure for Fee-Based Early Childhood Education Programs (I-3)**

Assistant Superintendent of Elementary Education and Programs Amberlee Townsend-Snider, Early Childhood Education Program Manager Lisa Teal and Chief Financial Officer Jennifer Stahlheber gave a presentation on the proposed fee restructure for the two fee-based Early Childhood Education programs, Discovery Club and Early Learning Academy. Ms. Townsend-Snider introduced the topic and discussed the analysis that was conducted regarding the proposed fee restructure, including the identification of alternative funding sources and cost-saving measures. Ms. Teal provided information about enrollment, financial history and current status of the two programs, noting that both programs have experienced deficit spending since the 2019-2020 school year. Ms. Stahlheber presented the proposed fee schedules for the two programs, sharing that Discovery Club would benefit from the use of ELO-P funds, the establishment of hourly bands, an increase in the sibling discount and an improved billing process. Ms. Stahlheber explained that the Early Learning Academy does not qualify for ELO-P funds, necessitating an increase in fees. Ms. Teal provided a cost comparison of other preschool programs in the area and explained the feedback loops and next steps, which include a communication plan.

Ms. Costa declared the topic of a proposed fee restructure for fee-based Early Childhood Education programs a public hearing and invited the public to speak. There being no comments, the public hearing was closed. Board members made comments and posed questions, which staff addressed. Ms. Villescaz expressed support for the Discovery Club proposed fee restructure, and she encouraged communication to families regarding the annual increase in the Early Learning Academy fees. Ms. Kravchuk inquired about marketing strategies and recruitment for increasing enrollment in the Early Learning Academy program. Mr. Avey shared his personal experiences with Discovery Club, he noted the importance of Discovery Club with the change in school start/end times and he commented that the fee restructure seemed well thought out and appropriate. Mr. Hernandez expressed appreciation for the district's continued fiscal responsibility in addressing past deficit spending. Ms. Creason expressed gratitude for the programs, and she expressed support for early and frequent communication to families regarding the changes. Ms. Costa acknowledged that the programs are quality educational programs and not just daycare, she recognized that the programs help to keep students in district schools and she expressed gratitude for the expansion and ongoing efforts to provide high-quality Early Childhood Education programs, encouraging more communication within the district about the available programs. Action was scheduled for November 14.

### **Williams Complaint Report (I-4)**

General Counsel Fhanysha Clark Gaddis 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. Gaddis stated that, during the time period from July 1, 2023 through September 30, 2023, there were no Williams-type complaints filed.

### **Board Reports (J)**

Ms. Villescaz acknowledged that the special election will have taken place by the next board meeting, encouraging voters in Area 7 to vote.

Ms. Creason reported that she is attending the California Adult Education Program Summit this week.

Ms. Kravchuk shared information about the recent LCAP PAC meeting and said that she has been thoroughly enjoying her school site visits.

**Future Agenda (K)**

Ms. Kravchuk recommended an update on the district's newcomer programs. Superintendent Bassanelli shared that information regarding newcomer programs would be included in the English Learner report scheduled for May 14.

**Adjournment (L)**

At 8:47 p.m., there being no further business, the regular meeting was adjourned.

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Zima Creason, Board President

Melissa Bassanelli, Secretary

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Approved: \_\_\_\_\_  
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**SAN JUAN UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AGENDA ITEM: E-1(a)**

**MEETING DATE: 11/14/2023**

**SUBJECT:** Resolution Honoring Kids Helping Kids

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

**DEPARTMENT:** Administration

**ACTION REQUESTED:**

The superintendent is recommending that the board adopt Resolution No. A-432 recognizing Kids Helping Kids for earning first place in the annual Students for the Advancement of Global Entrepreneurship competition.

**RATIONALE/BACKGROUND:**

Kids Helping Kids is a 501(c)(3) nonprofit organization run entirely by students at Del Campo High School. Their mission is to empower students to make a difference from the classroom to the community by investing in the lives of children in need, both locally and globally. To do this, Kids Helping Kids supports four central populations, elementary school students and college-bound high school students.

Students for the Advancement of Global Entrepreneurship is an international organization that fosters the development of entrepreneurial skills among youth. Each year, they host a competition and recognize the top student organization. This year, Kids Helping Kids secured first place in the competition in a win from student-run business teams from South Korea and Vietnam.

**ATTACHMENT(S):**

A: Resolution No. A-432

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 11/06/2023

**FISCAL IMPACT:**

Current Budget: \$N/A

Additional Budget: \$N/A

Funding Source: N/A

**PREPARED BY:** Kristan Schnepp, Assistant Superintendent, Secondary Education and Programs <sup>KS</sup>  
Trent Allen, APR, Chief of Staff *TA*

**APPROVED BY:** Melissa Bassanelli, Superintendent of Schools *MB*



San Juan Unified School District  
Resolution No. A-432

**Resolution Honoring Kids Helping Kids  
First Place in Annual SAGE Competition**

**WHEREAS**, the San Juan Unified School District Board of Education is committed to recognizing and celebrating the achievements of its students, their talents, and dedication to entrepreneurial endeavors; and

**WHEREAS**, the Students for the Advancement of Global Entrepreneurship (SAGE) is an international organization fostering youth entrepreneurship and social innovation; and

**WHEREAS**, the Kids Helping Kids student organization, representing Sacramento and Del Campo High School, has demonstrated exceptional entrepreneurial skills, creativity, and dedication by securing the prestigious first-place position in the SAGE Annual Competition; and

**WHEREAS**, the outstanding performance of the Kids Helping Kids student organization in the SAGE competition has brought immense pride and honor to our school district, showcasing the talent and potential of our students on a global scale; and

**WHEREAS**, the Kids Helping Kids student organization has not only excelled in the field of entrepreneurship but has also made significant contributions to our community through their philanthropic initiatives that raise funds for youth-focused initiatives in our community, providing essential support for youth and promoting positive change; and

**WHEREAS**, the commitment, teamwork and innovative spirit exhibited by the members of the Kids Helping Kids student organization reflect the values and principles upheld by San Juan Unified School District, inspiring fellow students and community members to engage actively in charitable and entrepreneurial pursuits;

**NOW, THEREFORE, BE IT RESOLVED** that the San Juan Unified School District Board of Education formally recognizes and commends the Kids Helping Kids student organization for their exceptional achievement in winning first place in the SAGE Annual Competition, and acknowledges their outstanding charity work in the community, including their annual signature gala event and various activities that raise funds for youth-focused initiatives.

Attested to this  
14<sup>th</sup> day of November 2023

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Zima Creason, President

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Melissa Bassanelli, Superintendent of Schools

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Pam Costa, Vice President

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Saul Hernandez, Clerk

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

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Ben Avey, Member

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Paula Villescaz, Member

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Tanya Kravchuk, Member

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Vacant, Member

APPROVED: 

## HUMAN RESOURCES

The following reports are submitted for board approval

Personnel Pages	Page #
<b>Appointments</b>	
Management	
Certificated	1
Classified	1
<b>Leaves of Absence</b>	
Management	1
Certificated	1
Classified	1
<b>Separations</b>	
Management	
Certificated	
Classified	1-2
<b>Pre-Retirement Reduced Workload</b>	
<b>Reassignments/Change in Work Year</b>	
<b>Errata</b>	
<b>Job Description/Salary Range Change</b>	
Management	2-5
Certificated	
Classified	2-8
Unrepresented	
<b>Cabinet Contracts/Extension of Contract</b>	
<b>Recommendation to Extend A District Intern Credential</b>	
Certificated	
<b>Credential Approval Recommendations</b>	
Certificated	
<b>Charter School Personnel Actions</b>	
Choices	

Agenda for the November 14, 2023 Board Meeting

**1. APPOINTMENTS**

**CERTIFICATED**

Type	Name	Status	Assignment	Location	Effective Date (s)
Rehire	Azizyar, Nematullah	Temp	Tch-English Lang Dev	Arden	10/16/23 06/05/24

**CLASSIFIED**

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Botello, Alondra	Prob	Cultural Comm Specialist	Superintendents Office	10/30/23
New Hire	Butler, Kelsey	Prob	Instructional Assistant I	Thomas Edison	10/18/23
New Hire	Engle, Susan	Prob	Nutrition Services Worker I	Barrett	10/24/23
New Hire	Filimon, Cornelia	Prob	School Playground Rec Aide	James Cowan	10/11/23
New Hire	Fraire, Bianca	Prob	Instructional Assistant I	Thomas Edison	10/18/23
New Hire	Gomez, Nancy	Prob	Instructional Assistant I	Woodside	10/16/23
New Hire	Gonzales, David	Prob	Campus Monitor	Will Rogers	10/24/23
New Hire	Gonzalez, Yadira	Prob	Sch/Comm Interv Asst	Del Paso Manor	10/16/23
New Hire	Griffin, Erin	Prob	Instructional Assistant I	Woodside	10/16/23
New Hire	Henson, Kirsten	Prob	Intermed Clerk Typist	Sunrise Tech Center	10/30/23
New Hire	James, Shalane	Prob	Instructional Assistant II	Carmichael	10/19/23
New Hire	Landrum, Kaylon	Prob	Instructional Assistant I	Coyle Avenue	10/23/23
New Hire	Lee, Na Yon	Prob	Instructional Assistant I	Kingswood	10/16/23
New Hire	McGee, Mary	Prob	Intermed Clerk Typist	Maintenance & Operations	10/24/23
New Hire	Perricone, Antonio	Prob	Account Clerk I	Early Childhood Education	10/18/23
New Hire	Price, Mark	Prob	Instructional Assistant II	Mira Loma	10/16/23
New Hire	Rozek, Crystal	Prob	Instructional Assistant I	Oakview	10/16/23
New Hire	Smith, Gregory	Prob	School Playground Rec Aide	Whitney Avenue	10/16/23
New Hire	Vora, Shejal	Prob	Instructional Assistant I	Ottomon	10/16/23
Rehire	Grossmann, Stacey	Prob	Instructional Assistant I	Oakview	10/19/23
Rehire	Jerue, Irene	Prob	School Playground Rec Aide	Trajan	10/19/23
Rehire	Siraj, Muntaha	Prob	Instructional Assistant II	Thomas Edison	10/16/23

**2. LEAVES OF ABSENCE**

**CERTIFICATED SUPERVISORY**

Type	Name	Status	Assignment	Location	Effective Date (s)
Paid	Finney, Kristin	Perm	Principal	Mariposa	11/01/23 12/21/23

**CERTIFICATED**

Type	Name	Status	Assignment	Location	Effective Date (s)
Paid	Johnson, Laurie	Perm	Tch-English Lang Dev	Harry Dewey	09/07/23 11/03/23
Paid	Stommel, Phillip	Perm	Tch-English Language Dev	Mira Loma	09/01/23 12/31/23
Paid	Taheri, Amir	Perm	Tch-Grad 9/12	San Juan	09/05/23 12/21/23
Unpaid	Saghari, Fariba	Perm	Tch-CDPT	Early Childhood Education	09/11/23 11/13/23
Unpaid	Samuelson, Katherine	Perm	Tch-Resource Spec K/12	Cowan School	10/01/23 06/05/24

**CLASSIFIED**

Type	Name	Status	Assignment	Location	Effective Date (s)
Paid	Clawson, Renee	Perm	Instructional Assistant II	Carnegie	09/15/23 11/06/23
Paid	Cooper, Cassandra	Perm	Instructional Assistant III	Skycrest	10/03/23 03/20/24
Paid	Jones, Charles	Perm	Custodian	Mesa Verde	09/22/23 11/10/23
Paid	Sarvary, Neelab	Perm	Non-Instruct Support Aide	Garfield ECE	08/21/23 02/08/24
Paid	Smith, Kimberly	Perm	Clerk	Dyer-Kelly	08/24/23 02/14/24
Unpaid	Mashreghi, Ziba	Perm	Non-Instruct Support Aide	Coyle Avenue ECE	09/02/23 11/30/23

**3. SEPARATIONS**

**CLASSIFIED**

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Bernal, Kristina	Perm	Instructional Assistant III	Ralph Richardson	10/27/23
Resignation	Heigelmann, Mary	Perm	School Community Worker	Student Support Services	10/11/23
Resignation	Nunez De La Torre, Cassandra	Prob	Fam & Comm Engment Fac	Superintendents Office	11/01/23
Resignation	Rochester, Victoria	Perm	Supv-Interv/Prev Prg	Pupil Personnel Services	11/03/23
Resignation	Rodriguez, Mario	Prob	Campus Monitor	Starr King	10/15/23

Agenda for the November 14, 2023 Board Meeting

**3. SEPARATIONS (Continued)**

**CLASSIFIED**

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Shiel, Monica	Perm	School Community Worker	Student Support Services	10/26/23
Retirement	Celiceo, Debbie	Perm	Child Dev Assist-SA	Sierra Oaks ECE	11/03/23
Retirement	Fear, April	Perm	Fiscal Technician I	Nutrition Services	10/31/23
Retirement	Jensen, Rebecca	Perm	Instructional Assistant II	Mariemont	10/27/23

**4. JOB DESCRIPTION / SALARY RANGE CHANGE**

**MANAGEMENT**

Class Title	Unit	New/Update	Old Salary Range	New Salary Range	Effective Date (s)
Chief Financial Officer	Cabinet	Update	Cabinet	N/A	11/15/23

**CLASSIFIED**

Class Title	Unit	New/Update	Old Salary Range	New Salary Range	Effective Date (s)
Behavior Support Assistant	CSEA	Update	35	N/A	11/15/23



## JOB DESCRIPTION

**Position Code:** 296  
**Management Group:** Cabinet  
**Work Calendar:** 003  
Page 1 of 3

**POSITION TITLE:** Chief Financial Officer

**DEFINITION:** Under direction of the Superintendent, responsible for the district-wide financial management of the district and district-wide departments, district public financing staff, services, and activities for assigned areas; communicates with the School Board and community regarding district financial matters; ensures fiscal responsibility and compliance with applicable state and federal regulations; administers the district's overall budget.

**DIRECTLY RESPONSIBLE TO:** Superintendent of Schools

**SUPERVISION OVER:** Management and classified staff as assigned

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

1. Oversees and directs the district debt management and public financing program, including the issuance of tax revenue anticipation notes, tax-exempt and taxable general obligation bonds, bond refinancing tools and capital leases.
2. Ensures compliance with all bond election, including all continuing disclosure regulations over the term of bonds, and federal and state financing rules, laws and regulations and oversees the preparation of all reporting required for applicable federal and state agencies.
3. Designs the district financing strategy, including the timing and sizing, to meet the needs of capital expenditures and minimize borrowing costs.
4. Ensures public financing revenues are properly accounted for and expended for approved purposes and maximizes public revenues by implementing cost saving measures specifically designed to reduce the cost of professional fees.
5. Oversees the preparation of audits and reports required by Proposition 39 (bonds) and other applicable state laws.
6. Oversees the investment of debt financing revenues.
7. Coordinates and directs personnel, resources, communication and information to meet the needs of the District and align district-wide financial management to increase efficiencies.
8. Responsible for the administration of the district budget and leads the development of a long-term financial plan in conjunction with the Superintendent.
9. Oversees the cash flow operations of the District and ensures the investment of available funds.
10. Advises the Superintendent on all matters concerning financial management of the district.
11. Assists the Superintendent in the development of policy recommendations concerning finance and budgeting.
12. Represents the authority of the Superintendent in all administrative matters within the school district.
13. Provides consultative and technical expertise to administrators and other district personnel concerning assigned areas of financial management.
14. Acts as a liaison for the district in collaborating with legislators, state officials, local government officials and citizen committees to influence the revision and/or adoption of laws promoting the best interests of the school district.

15. Serves as a member of the Superintendent's Cabinet and attends all meetings of the Board of Education.
16. Serves as a resource to the Board, Superintendent and committees to interpret all aspects of financial management of the District.
17. Supervises and evaluates the performance of assigned personnel and assists with disciplinary actions and meetings, as necessary.
18. Participates in the negotiations process with employee groups, as needed.
19. Performs all other duties assigned by the Superintendent of Schools.

#### **QUALIFICATIONS:**

##### Education and Experience:

A bachelor's degree from an accredited college or university with a major in accounting, business, or related field; a master's degree in business, finance, or accounting and/or valid CPA certification is desirable. Previous related experience in a school district, municipal agency, or similar organization is preferred. Completion of Chief of Business Official Certification or program completion is desirable.

~~Any combination equivalent to a graduate degree in business administration, finance or related field and seven years of increasingly responsible experience managing large-scale operations or financial and budget management; previous related experience in a large school district, municipal agency, or similar large organization is preferred; previous experience at a cabinet level position is preferred.~~

##### Licenses and Certifications:

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

##### Knowledge, Skills, and Abilities:

- Knowledge of applicable local, state and federal laws pertaining to operations and financial management of the district
- Knowledge of Generally Accepted Accounting Principles, auditing standards and practices, federal and state regulations and legal and regulatory compliance requirements
- Knowledge of district operations, policies and objectives
- Knowledge of advanced budget preparation, maintenance and control
- Knowledge of principles of public and community relations
- Knowledge of interpersonal skills using tact, patience, and courtesy
- Knowledge and skill in use of computers and assorted software programs
- Ability to interpret and administer statutes, regulations and policies
- Ability to create and assess financial statements and budget documents
- Ability to effectively supervise, train and evaluate the performance of assigned personnel
- Ability to develop systems, policies, standards and procedures in compliance with applicable Federal, State and local laws, rules and regulations
- Ability to plan, organize and direct the work of others and the activities for a department or district wide
- Ability to analyze situations and adopt an effective course of action
- Ability to establish priorities and meet deadlines
- Ability to analyze and resolve problems with tact and diplomacy
- Ability to understand and follow verbal and written instruction
- Ability to communicate effectively both verbally and in writing with administrators, staff, students, and the community

Chief Financial Officer

Page 3 of 3

- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
- Ability to work effectively with all levels of district staff, parents and the community
- Ability to establish and maintain records, and maintain a confidentiality of privileged information obtained in the course of work

#### **WORKING CONDITIONS:**

##### Work Environment:

- Indoor office environment
- Moderate noise
- Frequent interruptions and significant distractions

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

- Inspect documents and other written materials with fine print
- Communicate to exchange information in person, in small groups, and/or on the telephone
- Move about facilities to conduct work, including walking, standing, sitting, or remaining in a stationary position for long periods of time
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions
- Operate office equipment requiring repetitive hand movement and fine coordination

##### Other Characteristics:

- Ability to work additional hours periodically and weekends on occasion
- Ability to travel locally and attend conferences/seminars periodically

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

Board Approved: 8/6/2006

Revised: 2/5/2008 (Title change & revised duties)

Revised: PENDING BOARD APPROVAL Nov 14, 2023



## JOB DESCRIPTION

**Position Code:** BHVSUAST  
**Classified Group:** CSEA  
**Salary Range:** 35  
**Work Calendar:** 18  
Page 1 of 3

**POSITION TITLE:** Behavior Support Assistant

**DEFINITION:** Under the supervision, assists the district's Behavior Specialists (BCBAs) assigned staff in supporting students demonstrating behavioral challenges within a school setting. Collects data related to student behavior, implements behavior intervention/support plans, models and assists with training staff on behavior management strategies.

**DIRECTLY RESPONSIBLE TO:** Assistant Director, Special Education Program Administrator

**SUPERVISION OVER:** N/A

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

1. Implements student Behavioral Intervention Plans (BIP)/*Behavior Support Plans (BSP)* and coordinates activities related to BIP/BSP implementation.
2. Assists students with peer facilitation and strategies based on student needs, interests, and abilities.
3. Encourages student adherence to routines and assists with transitions to new educational settings.
4. Observes and supports assigned students and may provide continuous monitoring.
5. Works one-on-one with students having serious behavior needs to reinforce learning material and skills specific to the student's IEP, and/or BIP/BSPs.
6. Collects student behavioral data and may prepare or maintain charts or other documents related to assessment and progress monitoring.
7. Maintains records of behavior outcomes related to student development and behavior plan implementation.
8. Confers with staff or administrators regarding student needs.
9. Maintains required documentation, records, and reporting.
10. Assists with training and modeling the use of Applied Behavior Analysis (ABA) methods.
11. *Receives ongoing training and support.*
12. Conducts student observations for the purpose of determining student eligibility for additional resources or ongoing support.
13. Supports Instructional Assistants working with students to teach activities that foster independence.
14. Performs related work as required.

### QUALIFICATIONS:

#### Education and Experience:

- Must possess a high school diploma.
- Must have completed at least 48 semester units of college coursework or hold an AA degree or higher.
- Must possess one of the following:
  - Board Certified Assistant Behavior Analyst (BCaBA) certification
  - Registered Behavior Technician (RBT) certification
  - Demonstrable behavioral background, training, and experience working with students with complex and significant behavior issues.

- ~~Minimum A minimum of two years' experience working with special needs children in a school and/or clinical setting. Experience with students having complex and/or severe behavioral challenges in a school and/or clinical setting highly desired.~~
- ~~Passing score on district Instructional Assistant Proficiency Test, CBEST, or other valid educational competency test.~~
- Higher level coursework in behavior assessment, behavior management, child development, or intervention and candidates pursuing higher education in behavior analysis are desired.

Licenses and Certificates:

- De-escalation certification, as assigned by the district, within six months of hire.
- CPR/First Aid Certification within 30 days of hire.
- Valid Class C driver's license issued by the California Department of Motor Vehicles within 30 days of hire or before driving any vehicle requiring this license.

Knowledge, Skills, and Abilities:

- Knowledge of basic math, reading, writing, punctuation, spelling, and grammar skills.
- Knowledge of basic principles of child growth and development.
- Knowledge of developmental behavior characteristics. ~~pertaining to students with special needs.~~
- Knowledge of basic practices, principles, goals, and objectives of Individualized Education Programs (IEPs/504 plans).
- Knowledge of positive Behavior Intervention strategies and Applied Behavior Analysis methods.
- Knowledge of student behavior management techniques and strategies.
- Knowledge of data collection techniques and record keeping.
- Knowledge of methods of working with students with special needs and/or learning disabilities.
- Ability to communicate effectively, clearly, and concisely – both orally and in writing – via telephone, computer ~~modem~~, and in person.
- Ability to create materials and strategies based on student age and developmental level.
- Ability to maintain emotional control and exercise good judgement in difficult situations.
- Ability to provide constructive feedback and to adapt or modify curriculum and strategies to meet student needs.
- Willingness to learn special education laws, rules, regulations, practices, and policies, as well as to learn and follow the goals and objectives of student IEP and/or 504 plans.
- Willingness to maintain strict confidentiality of all student records and information and handle these details with discretion.
- Ability to perform clerical duties and operate office equipment, including basic computer skills.
- Ability to establish and maintain effective working relationships with students, staff, parents, county office, district personnel, and outside agencies.
- Ability to work with limited supervision.

**WORKING CONDITIONS:**

Work Environment:

- School or office environment.
- Daily contact with students, school staff, or representatives of other agencies.

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

- Lift up to 50 pounds, including the ability to move equipment or rearrange a classroom environment to suit student needs or based on recommendations from behavior specialist.
- Sufficient dexterity of hands and fingers to operate a computer and other office equipment.
- Ability to speak, hear, and understand speech at normal volume levels to communicate in person or over the phone.
- Visual acuity to read a variety of materials and to determine or differentiate colors.
- Ability to lift, carry, or push wheelchairs and other equipment.
- Ability to sit and stand for extended periods.
- Ability to bend at the waist, kneel, or crouch.

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

Board Approved: 06/27/2023

Revised: TBD

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

**AGENDA ITEM:** G-2  
**MEETING DATE:** 11/14/2023

**APPROVED:** J YMB  
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	✓	3
Zero Dollar Contract	✓	4
Bids/RFPs	NA	
Other	NA	
ERRATA	NA	

## Purchasing Contracts Board Report

### Purchase Orders, Service Agreements, and Contracts

October 11, 2023 - October 31, 2023



Purchasing Contracts Board Report  
Change Orders/Amendments

2023-2024

**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

**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
PO24-00268	10/11/2023	US MATH RECOVERY	ADDITIONAL SERVICES	\$ 89,395.00	\$ 118,300.00	\$ 113,550.00	\$ 321,245.00	700 - PLI
							\$ -	

**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
306967 VR24-01443	10/24/2023	Campbell Keller	Outdoor furniture for Le Gette MOD project 127-9495-P1	\$ 1,003,080.63		\$ 128,033.22	\$ 1,131,113.85	216 - Facilities
305942 VR24-01545	10/26/2023	Division of the State Architect	DSA fees for Mariemont MOD project 13-9495-P1	\$ 80,000.00		\$ 75,000.00	\$ 155,000.00	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

**Purchasing Contracts Board Report**  
**Board Pre-Approval**  
**Piggyback Contracts**

October 11, 2023 - October 31, 2023

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

Fund	Date	Piggyback #, Title	Vendor Name	Description	Term
	10/30/23	CMAS #4-23-08-1054	Lakeshore Learning	Learning materials and furniture products	08/24/2023 - 09/22/2027

**Purchasing Contracts Board Report**  
**Board Pre-Approval**  
**Zero Dollar**

October 11, 2023 - October 31, 2023

Fund	Date	Site/ Department	Vendor Name	Description
01	10/17/2023	MTSS	ELICA HEALTH CENTERS	DENTAL SERVICES
01	10/31/2023	MTSS	MDRAN	MEDICAL DENTAL REFERRAL AND NAVIGATION SYSTEM
01	10/30/2023	COYLE	EFFIE YEAW NATURE CENTER	URBAN NATURE PROJECT PRESENTATION FOR COYLE

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

**AGENDA ITEM: G-3  
MEETING DATE: 11/14/2023**

**APPROVED:**   
Jennifer Stahlheber

## **Business and Financial Report**

The following reports are submitted for board approval/ratification:

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

## Notices of Completion - Board of Education

CONTRACTOR	PROJECT	DATE OF ACCEPTANCE	DATE RECORDED
RJ Commercial Flooring Company, Inc.	PO#206188 VR24-01012 Provide all labor, materials, equipment, tools, transportation and incidentals for full site flooring replacement at the Will Rogers Middle School, 4924 Dewey Drive, Fair Oaks, CA 95628, located in the San Juan Unified School District. Vendor: RJ Commercial Flooring Company, Inc.	9/21/2023	9/27/2023
ProEx Construction	PO#308717 VR24-01059 Provide all labor, materials, equipment, tools, transportation and incidentals for dry rot repair at Trajan Elementary School, 6601 Trajan Drive, Orangevale, CA 95662, located in the San Juan Unified School District. Vendor: ProEx Construction	9/12/2023	9/21/2023
Kiz Construction, Inc.	PO#305470 VR24-01829 Provide all labor, materials, equipment, tools, transportation and incidentals for Adult Education Portables Relocation at Encina High School, 1400 Bell Street, Sacramento, CA 95825, located in the San Juan Unified School District. Vendor: Kiz Construction, Inc.	9/26/2023	9/29/2023

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

**AGENDA ITEM:** G-5

**MEETING DATE:** 11/14/2023

**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: 11/06/2023

**FISCAL IMPACT:**

Current Budget: \$ \_\_\_\_\_ N/A

Additional Budget: \$ \_\_\_\_\_ N/A

Funding Source: \_\_\_\_\_ N/A

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

Current Year Only  Ongoing

**LCAP/STRATEGIC PLAN:**

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

**PREPARED BY:** Jennifer Stahlheber, Chief Financial Officer



**APPROVED BY:** Melissa Bassanelli, Superintendent of Schools



11/14/2023

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.

<b>Location/Site</b>	<b>Make</b>	<b>Model</b>	<b>Description</b>	<b>Fixed Asset / Serial #</b>	<b>Disposition</b>
Del Campo	Promethean		2-Boards		eWaste
Del Campo	Apple		Computer	1200016785	eWaste
Del Campo	Apple		Computer	20179667	eWaste
Del Campo	Apple		Computer	20179673	eWaste
Del Campo	Apple		Computer	20179648	eWaste
Del Campo	Apple		Computer	20179665	eWaste
Del Campo	Apple		Computer	20179868	eWaste
Del Campo	Epson		2-Printers		eWaste
Del Campo	Frigidaire		Refrigerator		Recycled
Del Campo	Sanyo		2-Mini Refrigerators		Recycled
Dewey	Apple	Mac Mini	Desktop Computer	1100014260	eWaste
Dewey	Apple	Mac Mini	Desktop Computer	1200015609	eWaste
Dewey	Apple	Mac Mini	Desktop Computer	1200015604	eWaste
Dewey	Apple	Mac Mini	Desktop Computer	1200015608	eWaste
Dewey	Apple	iPad	4-Tablets		eWaste
Dewey			2-Keyboards		Recycled
Dewey			Microwave		Recycled
Dewey			Sound System		Recycled
Dewey			12-Speakers		Recycled
Dewey			6-Projectors		Recycled
Dewey			Printer		eWaste
Dewey			Cords		Recycled
Dewey			Microphone		Recycled
Dewey	HP	Compaq LA1751q	Monitor		eWaste
Foster Youth Services	HP	Compaq 8300 Elite	Desktop Computer	2UA3372QV3 / 10001778	eWaste
Foster Youth Services	Apple	iPad	Tablet	DLXFMZ63DFHW	eWaste
Foster Youth Services	Apple	iPad	Tablet	DQTFM0J6DFHW	eWaste
Foster Youth Services	Samsung	Google Chromebook	Laptop	HY3A91MD400503A / 10002146	eWaste
Grand Oaks	HP	LaserJet 1022	Printer	20174671	eWaste
Grand Oaks	Altec Lansing		Speakers	Shus0103745	eWaste
Grand Oaks	Altec Lansing		Speakers	Vs2321	eWaste
Grand Oaks	Altec Lansing		Speakers	70090	eWaste
La Entrada	HP	LA 1715q	60-Monitors		eWaste
Laurel Ruff	HP		Printer	MY52N4PZKE	eWaste
Laurel Ruff	Apple		iPad	20185414	eWaste
Laurel Ruff	Dell		CPU	JJMKYQ1	eWaste
Laurel Ruff	HP		CPU	1100013479	eWaste
Laurel Ruff	Gateway		Monitor	snid4140729942	eWaste
Laurel Ruff	HP		Monitor	cnc015Q8TS	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3A91D0409722B	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3A91JD534400Y	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3A91ND541059E	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3A91TD407746D	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3AA91ND541121M	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3AA91MD525645A	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3AA91ND541429X	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3AA91TD407490R	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3AA91ND541413P	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3AA91ND541358W	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3AA91ND541037T	eWaste
Laurel Ruff	Samsung	XE303C12	Laptop Notebook	HY3AA91DD410642W	eWaste
Laurel Ruff	Samsung		DVD Player	95876RBP706071X	Recycled
Laurel Ruff	Samsung		DVD Player	K8KDO4510	Recycled
Laurel Ruff	Samsung		DVD Player	01KN04585	Recycled
Laurel Ruff			Wires		Recycled
Laurel Ruff	Samsung		Microwave	M71006U2	Recycled
Laurel Ruff	ProForm		Treadmill		Recycled
Laurel Ruff	ProForm		Treadmill		Recycled
Laurel Ruff	HP	KU-0316	3-Keyboards		Recycled
Laurel Ruff	Singer		Sewing Machine		Recycled
Laurel Ruff	Singer		Sewing Machine		Recycled
Laurel Ruff	Singer		Sewing Machine		Recycled
Laurel Ruff	Professional		Microwave	60900929	Recycled
Lichen	Epson		Printer	X2TF076615	eWaste
Lichen	Fujitsu	ScanSnap S510M	Scanner	20173364	eWaste
Lichen	Epson	WF-3720	Printer	X2TF188565	eWaste

11/14/2023

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.

<b>Location/Site</b>	<b>Make</b>	<b>Model</b>	<b>Description</b>	<b>Fixed Asset / Serial #</b>	<b>Disposition</b>
Mariemont	HP	LaserJet P2035	Printer	VNB3G21557	eWaste

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

**AGENDA ITEM: G-6**

**MEETING DATE: 11/14/2023**

**SUBJECT:** High School Scholarship Awards

**CHECK ONE:**

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

**DEPARTMENT:** Division of Teaching and Learning

**ACTION REQUESTED:**

The superintendent is recommending that the board approve the 2023 Rio Americano CIVITAS Scholarship Awards.

**RATIONALE/BACKGROUND:**

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

**Rio Americano High School:**

CIVITAS Senior Award of Excellence – Surina Naran and Tanner Schinderle

CIVITAS Senior Project Award – Priya Rana and Dylan Newberry

CIVITAS Greatest Growth Award – Jessica Gonzalez

**ATTACHMENT(S):**

A: Rio Americano High School CIVITAS Senior Awards

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 11/06/2023

**FISCAL IMPACT:**

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: \$ N/A

Current Year Only  Ongoing

**LCAP/STRATEGIC PLAN:**

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

**PREPARED BY:** Kristan Schnepp, Assistant Superintendent, Secondary Education and Programs **KS**

**APPROVED BY:** Amy L. Slavensky, Ph.D., Interim Deputy Superintendent, Schools and Student Support **AS**  
Melissa Bassanelli, Superintendent of Schools *MBS*

## Rio Americano – CIVITAS Senior Awards

1. CIVITAS Sr. Award of Excellence - \$1,500/\$1,000
  2. Best Senior Project - \$1,500/\$1,000
  3. Greatest Growth in CIVITAS - \$500
- 

### **CIVITAS Sr. Award of Excellence – Students determine the winner (\$1,000)**

**Surina Naran & Tanner Schinderle**

**Selection Committee:**

Arnautovic Emily	Ellis Emma	Klein Benjamin	Perez Cecilia
Beloian Caden	Equi Catherine	Kukas Colin	Rana Priya
Bennett Sydney	Erickson Annika	Larsen Lars	Reed Sierra
Biedler Jocelyn	Frank Trevor	Leveroni Mary	Schinderle Tanner
Brennan Olivia	Godegast Gavin	Lieu Aidan	Shapiro Esti
Calcagno Ryan	Gonzalez Jessica	Montgomery Meredith	Swain Logan
Castillo Diego	Harrington Zander	Naran Surina	Van Patter Cole
Curcuro Julia	Herrera Villanueva Ximena	Nedich Alexander	Vertz Natalya
Densmore Claire	Howell A. Hunter	Newberry Dylan	Wilson Brady
Densmore Kate	Isle Ashlynn	Ott Zoey	Wirtz Kyle
Dormann Gavin	Jett Josephine	Payne Brianna	

**Selection Criteria:**

CIVITAS Seniors nominate 2 CIVITAS peers that they feel best typify the CIVITAS experience.

---

### **CIVITAS Sr. Project Award – CIVITAS Staff determines winner (\$1,000)**

**Priya Rana & Dylan Newberry**

**Selection Committee:**

CIVITAS Staff – Nina Seibel, Rocco Marrongeli, Gary Blenner, and Jason Korich

**Selection Criteria:**

Students created an outstanding Senior Advocacy Project, the project has impact within the community, and students have a sincere and personal connection to the issue behind the project.

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### **CIVITAS Greatest Growth Award – CIVITAS Staff determines the winner (\$500)**

**Jessica Gonzalez**

**Selection Committee:**

CIVITAS Staff – Nina Seibel, Rocco Marrongeli, Gary Blenner, and Jason Korich

**Selection Criteria:**

Student who demonstrated the greatest growth as a scholar, activist, and engaged community member.

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

**AGENDA ITEM:** G-7

**MEETING DATE:** 11/14/2023

**SUBJECT:** Approval of Verizon Wireless Site License at Maintenance and Operations

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

**DEPARTMENT:** Facilities

**ACTION REQUESTED:**

The superintendent is recommending that the board approve the site license agreement between the San Juan Unified School District and Sacramento-Valley Limited Partnership, dba Verizon Wireless, for the cell tower located at Maintenance and Operations, 6135 Sutter Avenue, Carmichael, California.

**RATIONALE/BACKGROUND:**

This site license agreement pertains to the Maintenance and Operations cell tower site, where the district's current agreement with Verizon Wireless expired on June 23, 2023. The agreement grants Verizon Wireless the right to install, operate and maintain, at Verizon Wireless's expense, communications transmitting and receiving equipment, including antennas, poles, masts, transmission lines, vehicles, and accessories at the site.

**ATTACHMENT(S):**

A: Site License Agreement

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 11/06/2023

**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:** Melissa Bassanelli, Superintendent of Schools 

Market: Northern California  
 VZW Contract#: 35563  
 Cell Site Name: Manzanita (CA)  
**MGD#**  
 Asset Number: 5000215518

### SITE LICENSE

**LICENSOR:** **San Juan Unified School District**

**LICENSEE:** **Sacramento-Valley Limited Partnership, dba Verizon Wireless**

**TERM:** **Initial Term: Five (5) Years From License Fee Commencement Date**

**LICENSE FEE:** **Year 1 Two Thousand Five Hundred Dollars (\$2,500) per month (prorated for any partial month) for the first year of the Initial Term and Year 2 and Until Termination of License: [License Fee Increased by 3%] per year**

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

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

**LICENSED SITE:** **(i) ground space including the air space above such ground space, as described or depicted inside Lessor's building identified on attached **Exhibit A**, for the placement of Licensee's Equipment;  
 (ii) space for any structural steel or other improvements to support Licensee's Equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");  
 (iii) that certain dedicated air space eight feet (8') above and eight feet (8') below a RAD Center elevation of sixty feet (60') on Lessor's existing one hundred foot (100') tall tower ("**Tower**") as described or depicted on **Exhibit A**, where Licensee shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and  
 (iv) those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Lessor agrees that Licensee shall have the right to install connections between Licensee's equipment in the Equipment Space and Antenna Space; and between Licensee's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Lessor further agrees that Licensee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Licensed Site. The Equipment**

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

## RECITALS

- A. **WHEREAS**, Licensor is the owner of the Property; and
- B. **WHEREAS**, Licensor and Licensee were parties to a Site Lease Agreement dated June 23, 1998, as amended by that certain First Amendment to Site Lease Agreement dated August 20, 1999 (as so amended, the “**Agreement**”); and
- C. **WHEREAS**, the Agreement granted Licensee a lease and non-exclusive easement upon a portion of the Property for the operation of a cellular communications facility by Licensee at the Licensed Site; and
- D. **WHEREAS**, the term of the Agreement is scheduled to expire on June 23, 2023; and
- E. **WHEREAS**, the parties now desire to enter into this long-term license agreement (“**License**”) subject to the terms and conditions contained herein; and
- F. **NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, Licensor and Licensee have agreed as follows:

## TERMS AND CONDITIONS OF LICENSE

**1. License of Licensed Site.** During the Term hereof, Licensor hereby licenses that certain portion of the Property as depicted on Exhibit A attached hereto (“**Licensed Site**”), and grants to Licensee the right to install, operate and maintain at Licensee’s expense, communications transmitting and receiving equipment, including (without limitation) antennas, poles, masts, transmission line(s), vehicles and accessories (collectively, the “**Equipment**”) at the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site to and from the nearest public right-of-way with full and complete access to its Equipment on a twenty-four (24) hour, seven (7) day per week basis. Any changes to the Equipment on the License Site shall be subject to Licensor’s prior reasonable written approval, provided that (i) any changes to the Equipment within the Equipment Space which is not visible to Licensor or the general public from outside of the building where the Equipment Space is located or (ii) any replacement or upgrade of Equipment on the Tower which does not result in (A) a material increase in the structural load of the Tower or (B) a material change in the aesthetic appearance of Licensee’s Equipment installed on the Tower shall not require Licensor’s prior written approval. Licensor shall respond in writing to any Licensee consent request within thirty (30) days of receipt or Licensor’s consent shall be deemed granted, provided, any material increase to the Equipment Space shall be memorialized by the parties in writing. Licensor is not entitled to a rent increase associated with any Licensee modification unless it is expanding its Equipment Space or materially increasing its Tower Space, in which case, any rent increase shall be proportionate to the additional space included in the Premises description.

**2. License Fee.** Commencing as of [REDACTED] (“**Licensee Fee Commencement Date**”), Licensee shall pay Licensor the first (1st) installment of the License Fee of Two Thousand Five Hundred Dollars (\$2,500) for the first (1st) full month of the Term. The License Fee for each subsequent month shall be due and payable in full by not later than the first (1st) day of each month. Licensor hereby grants to Licensee a “grace period” of ninety (90) days after full execution of this License to deliver the first installment of the License Fee to Licensor. The License Fee shall be prorated for any partial month. Licensee’s obligation to pay the License Fee is subject to Licensor’s proper completion and delivery to Licensee of an IRS-W-9, CA FTB 590 and Licensee’s Standard Payment Direction Form, all of which are attached as Exhibit B. Commencing on the first anniversary of the License Fee Commencement Date and continuing on each anniversary thereafter, the License Fee shall increase by three percent (3%) of the then effective License Fee.

**3. Signing Bonus.** In addition to the License Fee, the Licensee shall pay to the Lessor an additional one-time payment of Twenty-Five Thousand Dollars (\$25,000) (“**Signing Bonus**”) payable with the initial installment of the License Fee as set forth above. This payment is tendered to Lessor as part of the consideration in entering into this License. In the event that this License is not fully executed by both Licensee and Lessor for any reason, Licensee shall have no obligation to pay the Signing Bonus to Lessor.

**4. Term.** The term of this License is five (5) years (the “**Term**”) commencing on the License Fee Commencement Date. Following the Term, this License shall be automatically renewed for four (4) additional five (5) year terms (the “**Renewal Terms**”) unless Licensee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least three (3) months prior to the end of the then current term. If Licensee remains in possession of the Licensed Site after the expiration of this License, then Licensee will be deemed to be occupying the Licensed Site on a month-to-month basis, which may be terminated by either party with thirty (30) days written notice.

**5. Taxes.** Licensee shall be solely responsible for the timely payment of personal property taxes which are directly attributable to the installation of the Equipment on the Property. Lessor shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to Lessor's Property or any portion thereof imposed by any government entity.

**6. Sublease.** In addition to the License Fee currently paid by Licensee to Lessor pursuant to this License, as further consideration for the right to exclusively use and license the Licensed Site, if, after the full execution of this License, Licensee subleases, licenses or grants a similar right of use or occupancy in the Licensed Site to an unaffiliated third party not already a subtenant on the Licensed Site (each a “**Future Subtenant**”), Licensee agrees that Future Subtenant shall be required to enter into a separate agreement regarding the subtenancy directly with Lessor setting forth the terms and conditions thereof, including but not limited to Lessor's retention of one-hundred percent (100%) of the rental, license or similar payments received by Lessor from Future Subtenant (the “**Additional Rent**”). Licensee may also negotiate a separate contract agreement with Future Subtenant for compensation and/or other terms and conditions as a result of the subtenancy. Licensee shall not grant any such sublease, license, or assignment without Lessor's formal written consent; such consent shall not be unreasonably withheld.

**7. Modifications to Licensed Site.** Except as otherwise set forth in Paragraph 1 above, in the event the Licensee or Future Subtenant must make modifications of any kind to the Licensed Site (“**Future Modifications**”), the Licensee shall obtain written consent from Lessor each time before making any such Future Modifications. Subject to the terms of this Section 7, Licensee shall also be required to reimburse the Lessor for the direct costs incurred by the District for services performed for the Division of State Architect and inspector services performed in relation to the Future Modifications. In the event the Future Modifications lead to the Lessor incurring other direct out-of-pocket costs (“**Direct Costs**”), the Licensee shall reimburse all Direct Costs to the Lessor upon Lessor's submission of supporting documentation of expenses to Licensee; provided, however Licensee shall not be required to reimburse District for costs unless District has submitted any and all such costs with reasonable supporting documentation to Licensee. “**Direct Costs**” shall be limited to the following review and/or reports prepared or made by third parties: survey review, engineering review, radio frequency emission testing, and construction management; provided, however, in the event costs not included in the foregoing arise as a direct result of Licensee's Future Modifications, District shall notify Licensee of such costs and allow Licensee to determine if Licensee will proceed with the Future Modifications in light of such costs. In no event shall work or review performed by District's full time salaried employees or contractors, if any, be included as a Direct Cost if such work is typically performed in the day-to-day responsibility of such employee or contractor. Furthermore, District shall notify Licensee in advance of any Direct Costs which in the aggregate will exceed \$2,500, for Licensee's review and reasonable prior written approval. Licensee and/or Future Subtenant shall reimburse Lessor for any costs specified in this section within thirty (30) days of Lessor's issuance of an invoice to Licensee and/or Future Subtenant for the same.

**8. Removal of Equipment and Licensed Site Condition.** Except as set forth herein, Licensee takes the Licensed Site as it finds it, and Lessor shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition. Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the expiration of the Term or within 90 days of earlier termination of this License, and Licensee shall leave the Licensed Site in substantially the same condition that existed as of the License Fee Commencement Date, ordinary wear and tear and occurrences for which Licensee is not responsible hereunder, excepted. Upon termination, Licensee shall be responsible for the cost to Lessor for repair of damages to the Licensed Site caused by Licensee, its employees, agents or contractors except to the extent caused by Lessor, its employees, agents or contractors within thirty (30) calendar days of receipt of an invoice, together with reasonable supporting documentation, for the actual, out-of-pocket costs Lessor incurred if Lessor makes the repairs. If such time for removal causes Licensee to remain on the Premises after termination of the License, Licensee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

**9. Indemnification.** Subject to Paragraph 11 below, each party shall indemnify, defend and hold the other harmless against any and all claims, liability, damages, expenses, or loss from the death or personal injury of any person, including any person who is an employee, subcontractor, independent contractor, or agent of the indemnifying party, or the damage to or destruction of any property to the extent resulting from or arising out of the negligence or willful misconduct of the other party, or its, its employees, agents, officers, Board of Trustees, members of its Board of Trustees, and contractors ("**Indemnifying Parties**"); provided, however, the indemnifying party shall have no obligation to indemnify, defend or hold harmless the other party against any claims, liabilities and losses as may be due to or caused by the negligence or willful misconduct of the other party, its employees, officers, agents and contractors ("**Indemnified Parties**"), or any of them. The obligations under this Section 9 shall survive the expiration or earlier termination of this License.

**10. Compliance with Laws/Operation of Equipment.** Licensee agrees to comply with all federal state and local laws, orders, rules and regulations, including EH&S Laws (defined below) (collectively, "**Laws**") applicable to Licensee's use of the Equipment on the Property. Lessor agrees to comply with all Laws relating to Lessor's ownership and use of the Property and any improvements on the Property. Licensee will install, operate and maintain its Equipment so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any pre-existing radio or television transmitting or receiving equipment located on the Property, provided that such Equipment is installed and operating in accordance with Laws. In the event that Licensee's Equipment causes interference with other then existing radio or television transmissions which are installed and operated in accordance with Laws, Licensee will promptly take reasonable steps necessary to correct and eliminate the same. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of Licensee. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to Licensee's Network Operations Center at (800) 224-6620 or to Lessor at (██████████), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured. Lessor agrees to reasonably assist Licensee at no additional expense to Licensee in obtaining and maintaining permits or approvals necessary for the operation and maintenance of the Equipment. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

**11. Insurance.**

I. Commercial General Liability

- a. Licensee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form or equivalent, with limits of five million dollars (\$5,000,000) per occurrence for bodily injury and property damage, and ten million dollars (\$10,000,000) general aggregate including without limitation, personal and advertising injury and

blanket contractual liability coverage. Licensee's general liability policies shall be primary and shall not seek contribution from the Licensor's coverage and be endorsed with forms at least as broad as ISO forms or equivalent to include Licensor and its officers, trustees, employees and volunteers as additional insureds as their interest may appear under this Agreement.

- b. Any failure to comply with reporting provisions of the policies by Licensee shall not affect coverage provided to the Licensor.
- c. Coverage shall contain a waiver of subrogation in favor of the Licensor.

## II. Business Automobile Liability

Licensee shall provide commercial auto liability coverage in the amount of five million dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage covering all owned, non-owned, and hired autos using ISO Business Auto Coverage form (or equivalent).

## III. Workers' Compensation and Employers' Liability

Licensee shall maintain Workers' Compensation Insurance with Statutory Limits, and Employer's Liability Insurance with limits of \$1,000,000 each accident for bodily injury and \$1,000,000 disease-each employee/\$1,000,000 disease-policy limit. Licensee shall submit to Licensor, along with the certificate of insurance, a waiver of subrogation endorsement in favor of Licensor.

## IV. All Coverages

- a. Upon receipt of notice from its insurer(s) Licensee shall use commercially reasonable efforts to provide Licensor with thirty (30) days' prior written notice of cancellation of any required coverage.
- b. Acceptability of Insurers – insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- c. Licensee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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

**13. Default/Right to Cure.** The following will be deemed a default by Licensee and a breach of this License: (i) non-payment of any amount owed hereunder, including the License Fee, Signing Bonus, and any monies owed the Licenser under Sections 6, 7, and 8 of this License, if such amount remains unpaid for more than thirty (30) days after receipt of written notice from Licenser of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this License within forty-five (45) days after receipt of written notice from Licenser specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such applicable period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee.

It shall be a default by Licenser if Licenser fails to perform any other term or condition under this License within forty-five (45) days after receipt of written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licenser has commenced to cure such default within such applicable period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licenser.

In the event of a default, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting party may have by reason of such default, the non-defaulting party may terminate this License and/or pursue any remedy now or hereafter available to the non-defaulting party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a default, the non-defaulting party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting party upon invoice therefor. If Licensee undertakes any such performance on Licenser's behalf and Licenser does not pay Licensee the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, Licensee may offset the full undisputed amount due against all fees due and owing to Licenser under this License until the full undisputed amount is fully reimbursed to Licensee.

**14. Termination.** Licensee shall have the right to terminate this License prior to the License Fee Commencement Date if, (i) for any reason Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Equipment as now or hereafter intended by Licensee; or (ii) if Licensee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or (iii) at any time after the License Fee Commencement Date, provided that Licensee delivers at least sixty (60) days prior written notice to Licenser of Licensee's election to terminate the License. In the event that Licensee exercises its termination rights under this Section 14(ii) or (iii), it shall pay to Licenser an early termination fee equal to six (6) months of the then-current monthly License Fee due to Licenser. Licenser may terminate this License at any time and for any reason by giving at least twelve (12) months' prior written notice to Licensee.

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

**16. Fingerprinting.** Licensee must submit an executed Fingerprinting Notice and Acknowledgment, attached hereto as **Exhibit C**, within fifteen (15) days of execution of this License or accessing the Property, whichever date is first to occur; provided, however, if fingerprinting is not required under applicable law at the time of execution of this License or accessing the Property, Licensee shall not be required to submit the Fingerprinting Notice and Acknowledgment.

**17. Assignment.** Licensee will have the right to assign this License in whole or in part, without Licenser's consent to any affiliate of Licensee and in connection with any sale or other transfer of substantially of Licensee's

assets in the FCC market where the Licensed Site is located. Upon notification to Licensor of such assignment, Licensee will be relieved of all future performance, liabilities and obligations under this License to the extent of such assignment. Any other assignment shall be subject to Licensor's prior written consent not to be unreasonably withheld.

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

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

If to Licensor:	San Juan School District Attn: Frank Camarda Assistant Superintendent Operations, Facilities, Transportation 6135 Sutter Avenue Carmichael, CA 95606
If to Licensee:	Sacramento-Valley Limited Partnership, dba Verizon Wireless Attn: Network Real Estate Cell Site Name: Manzanita (CA) 180 Washington Valley Road Bedminster, NJ 07921

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

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

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

**23. Licensor's Representations.** Licensor represents and warrants that (i) it solely owns the Property in fee simple; (ii) to the best of Licensor's knowledge, the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements not of record, which would adversely affect Licensee's use of its Equipment or the enjoyment of the Licensed Site under this License, except for that certain Site License between Licensor and New Cingular Wireless PCS, LLC ("AT&T), which provides AT&T a license to utilize the Tower and certain ground space on the Property to operate a telecommunications facility, a copy of which license has been provided to Licensee and of which Licensee is expressly aware; (iii) as long as Licensee is not in default beyond any applicable cure period, then Licensor grants to Licensee the sole, actual, quiet and peaceful use, enjoyment and possession of the Licensed Site; (iv) Licensor's execution and performance of this License will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor, and among other matters, Licensor has complied with all priorities and procedures specified under applicable Laws in adopting and approving this License, including, the California Education Code and California Government Code; and (v) it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this License and bind itself hereto through the party set forth as signatory for the party below.

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

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

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

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

**28. Voluntary Replacement of Agreement.** As of the License Fee Commencement Date, this License shall supersede and replace the Agreement and each party's obligations under the Agreement are conclusively deemed to be fully performed and discharged. Each party releases the other from any claims arising from or related to the Agreement. Licensor and Licensee acknowledge that notwithstanding the termination of the Agreement and the commencement of this License, Licensee may continue to make, and the Licensor may continue to receive, rental and other payments pursuant to the Agreement. In such event, any rental or other payments made pursuant to the Agreement after its termination shall be applied and credited against any rentals or other payments due under this License.

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

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

**31. Environmental.** Licensee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Licensee shall indemnify and hold harmless the Licensor from claims to the extent resulting from Licensee's violation of any applicable EH&S Laws or to the extent that Licensee causes a release of any regulated substance to the environment. Licensor shall indemnify and hold harmless Licensee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Licensee. The parties recognize that Licensee is only leasing a small portion of Licensor's property and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's specific activities and responsibilities. In the event that Licensee encounters any hazardous substances that do not result from its activities, Licensee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Licensee desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, Licensor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

**32. Limitation of Liability.** Except for indemnification pursuant to Paragraphs 9 and 31, or a violation of law, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

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

**LICENSOR:**

**San Juan Unified School District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

**LICENSEE:**

**Sacramento-Valley Limited Partnership, dba Verizon Wireless**

**By: AirTouch Cellular, Inc.  
Its: General Partner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT  
FOR CONSTRUCTION CONTRACTS**  
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see **Attachment A** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
  - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **ATTACHMENT A**

### **Violent and Serious Felonies**

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
  - (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.

- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of

subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

## **ATTACHMENT B**

### **STUDENT CONTACT FORM FOR CONSTRUCTION CONTRACTS**

*Note:* This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name: \_\_\_\_\_

Supervisor/Foreman Name: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Location of Work: \_\_\_\_\_

Hours of Work: \_\_\_\_\_

Length of Time on Grounds: \_\_\_\_\_

Number of Employees on the Job: \_\_\_\_\_

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee: \_\_\_\_\_

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony: \_\_\_\_\_

Name of employee who is the custodian of the Department of Justice verification information: \_\_\_\_\_

- The Owner has agreed that Contractor's employees, or Contractor as sole proprietor, will be surveilled by Owner's personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

**AGENDA ITEM:** G-8

**MEETING DATE:** 11/14/2023

**SUBJECT:** Reimbursement Agreement for El Camino Avenue at Kent Drive Traffic Signal Project with the County of Sacramento Department of Transportation

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

**DEPARTMENT:** Facilities

**ACTION REQUESTED:**

The superintendent is recommending that the board approve the reimbursement agreement between the San Juan Unified School District and the County of Sacramento Department of Transportation for the traffic signal project at El Camino Avenue and Kent Drive to aid in traffic mitigation at the new Katherine Johnson Middle School site (formerly Creekside).

**RATIONALE/BACKGROUND:**

The El Camino Avenue at Kent Drive traffic signal project includes construction of a traffic signal and associated appurtenances, including but not limited to construction of adjacent sidewalk ramps at El Camino Avenue and Kent Drive. The project will provide a mutual benefit to the county and district by improving the safety of routes to schools by installing a traffic signal for students crossing El Camino Avenue at Kent Drive.

**ATTACHMENT(S):**

A: Sacramento County DOT Reimbursement Agreement

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 08/22/2023, 11/06/2023

**FISCAL IMPACT:**

Current Budget: \$1 million

Additional Budget: N/A

Funding Source: Base

(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:** Melissa Bassanelli, Superintendent of Schools 

**COUNTY OF SACRAMENTO  
COMMUNITY SERVICES AGENCY**

**REIMBURSEMENT AGREEMENT FOR EL CAMINO AVENUE AT  
KENT DRIVE TRAFFIC SIGNAL PROJECT**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between SAN JUAN UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California hereinafter referred to as "DISTRICT," and the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," through its Department of Transportation hereinafter "SacDOT." DISTRICT and COUNTY shall sometimes be referred to collectively as the "Parties."

**RECITALS**

A. The El Camino Avenue at Kent Drive Traffic Signal Project ("SacDOT Project") includes construction of a traffic signal and associated appurtenances, including but not limited to construction of adjacent sidewalk and ramps at El Camino Avenue and Kent Drive. This SacDOT Project was included in the budget approved by the Board of Supervisors for Fiscal Year 2023-2024 and the anticipated budget for Fiscal Year 2024-2025.

B. The SacDOT Project will provide a mutual benefit to the COUNTY and DISTRICT by improving the safety of routes to schools by installing a traffic signal for students crossing El Camino Avenue at Kent Drive.

C. Because the SacDOT Project will be constructed by the COUNTY, it is appropriate for DISTRICT to reimburse COUNTY for the costs associated with such work.

D. Pursuant to Sacramento County Code section 2.61.090, the Director of the Department of Transportation is authorized to execute a revenue agreement relating to a previously authorized project by the Board of Supervisors; and

E. The Parties therefore desire to enter into this Agreement to provide for this reimbursement obligation, consistent with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and DISTRICT agree as follows:

**1. INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

**2. TERM**

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all obligations covered by this Agreement are performed.

**3. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail or email, addressed as follows:

To COUNTY:

Attn: Stephen White  
County of Sacramento  
Department of Transportation  
4111 Branch Center Road  
Sacramento, CA 95827  
Email: [whitest@saccounty.gov](mailto:whitest@saccounty.gov)

To DISTRICT:

Attn: Frank Camarda  
San Juan Unified School District  
PO Box 477  
Carmichael, CA 95609-0477  
Email: [frank.camarda@sanjuan.edu](mailto:frank.camarda@sanjuan.edu)

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**4. PROJECT SCOPE AND COUNTY OBLIGATIONS**

- A. COUNTY shall design and install the SacDOT Project as more particularly described in Exhibit A, attached hereto and incorporated herein by reference.
- B. COUNTY shall award and administer the contract for the construction of the SacDOT Project in compliance with all applicable Federal, State, and COUNTY laws, regulations, and ordinances.
- C. COUNTY shall be responsible for obtaining all necessary permits, approvals, and property rights necessary to complete the SacDOT Project.
- D. The SacDOT Project shall be performed to the satisfaction of COUNTY and DISTRICT.

**5. DISTRICT'S REIMBURSEMENT OBLIGATION.**

- A. COUNTY shall contribute \$50,000 toward the costs for the design, administration, easement acquisition, construction management, and material

testing for the SacDOT Project. DISTRICT shall pay the COUNTY, as reimbursement for actual costs incurred in excess of the COUNTY's \$50,000 contribution, for the design, administration, easement acquisition, construction inspection, and material testing cost of the SacDOT Project, estimated at \$367,500. DISTRICT shall also pay the COUNTY, as reimbursement for the actual construction contract costs of the SacDOT Project, estimated to be in the amount of \$575,000, as described in Exhibit A attached hereto and incorporated herein by reference. The total estimated reimbursement by the DISTRICT, excluding contingency, for the SacDOT Project is \$942,500.

- B. COUNTY shall send monthly invoices to the DISTRICT for actual costs incurred that month. Invoices shall include:
- i. The COUNTY contract number and the project name;
  - ii. Invoices for design work: the actual amounts expended and a description of the work accomplished during the invoice period;
  - iii. Invoices for construction work: the original approved reimbursement amount based on the engineer's estimated contract price or the contractor's bid price;
  - iv. The amounts invoiced to date, payments received to date;
  - v. The remaining balance, and
  - vi. The amount due for the next payment.

DISTRICT shall notify the COUNTY in writing within fourteen (14) days of receipt of invoice if there are any disputes regarding information on the invoice. DISTRICT shall pay the COUNTY the amount due within thirty (30) days of receipt of an undisputed invoice. DISTRICT shall send the payment via check or other approved method, to the address for COUNTY provided in section 3 of this Agreement.

- C. Design, Administration, Easement Acquisition, Construction Management, and Material Testing Costs. COUNTY has incurred costs to design, acquire easements, and prepare the SacDOT Project for bidding. COUNTY will also incur costs to administer the awarded construction contract, including construction management and material testing costs. DISTRICT shall reimburse COUNTY for actual design, administrative, easement acquisition, construction management, and material testing costs. As set forth in Exhibit A, the total design, administration, easement acquisition, construction inspection, and material testing costs for the DISTRICT portion of the SacDOT Project is estimated to be \$367,500.

- D. Construction Costs.
- i. The cost to construct the DISTRICT portion of the SacDOT Project is estimated to be \$575,000 as set forth in Exhibit A.
  - ii. A contingency amount of ten percent (10%) of the construction cost is established. As set forth in Exhibit A, the total contingency costs for the DISTRICT portion of the SacDOT Project is estimated to be \$57,500. The

- contingency amounts shall be added to the actual cost of construction, if necessary, to cover change orders pursuant to section 5(E) below.
- iii. Actual construction costs for the SacDOT Project shall be the actual quantities at the bid unit prices (i.e., price of the SacDOT Project as awarded to the lowest responsible bidder) plus or minus approved change orders affecting the SacDOT Project.

E. Change Orders. Except in cases where emergency work is necessary for vehicle or pedestrian safety, COUNTY shall submit to DISTRICT for approval, prior to commencement of change order work any proposed change orders which will affect the SacDOT Project.

F. COUNTY shall promptly submit a final invoice to DISTRICT upon satisfactory completion of installation and final acceptance of the SacDOT Project by the County Board of Supervisors. COUNTY'S final invoice shall be mailed or emailed to the address for DISTRICT provided in section 3 above, and include the following information:

- i. County contract number and project name
- ii. Date of invoice submission
- iii. Total cost of the SacDOT Project
- iv. Balance of reimbursement amount due from DISTRICT

**6. CONDITIONS PRECEDENT TO THE DISTRICT'S REIMBURSEMENT OBLIGATION**

Approval of Bid Amount. The DISTRICT shall review the bid for the SacDOT Project as the COUNTY determines the responsible bidder submitting the lowest responsive bid. If the bid amount of the lowest responsible and responsive bid for the SacDOT Project exceeds the Engineer's Estimate the COUNTY will provide written notice to the DISTRICT, and the DISTRICT will provide written notice to the COUNTY within five (5) working days to request that this Agreement be amended to adjust the reimbursement amount.

**7. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**8. INDEMNIFICATION**

Parties agree to defend and indemnify the other party, its agents, board members, directors, officers and employees ("Indemnities") and hold them harmless from all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including, without limitation, reasonable attorneys' fees, costs and disbursements of counsel for the other party) which may be imposed on, incurred by, or asserted against any Indemnities at any time

by reason of the party's act or omission in performance of or in connection with the Project or any of the transactions contemplated under this Agreement, unless due to the active negligence or willful misconduct of the other party, its agents, board members, directors, officers and employees. The provisions of this section shall survive any termination or expiration of this Agreement.

**9. ASSIGNMENT**

This Agreement is not assignable by DISTRICT in whole or in part, without the prior written consent of the COUNTY. COUNTY'S consent shall not be unreasonably withheld.

**10. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon the COUNTY unless agreed in writing by the Director of COUNTY's Department of Transportation and counsel for COUNTY.

**11. SUCCESSORS**

This Agreement shall bind the successors of the COUNTY and DISTRICT in the same manner as if they were expressly named.

**12. TIME**

Time is of the essence of this Agreement.

**13. DISPUTES**

In the event of any dispute arising out of or relating to the Agreement, the Parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the Parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in the Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**14. SEVERABILITY**

If any term or condition of the Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of the Agreement are declared severable.

**15. ENTIRE AGREEMENT**

This Agreement and any attachments hereto, constitute the entire understanding between the COUNTY and DISTRICT concerning the subject matter contained herein.

**16. EFFECTIVE DATE**

This Agreement shall be deemed effective as of the date first written above.

**17. BOARD APPROVAL**

The effectiveness of this Agreement shall be contingent upon approval by the DISTRICT's Governing Board.

**18. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

**19. COUNTERPARTS**

This Agreement may be executed in counterparts and shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO**, a political subdivision of the State of California

By \_\_\_\_\_  
Ron E. Vicari, Director  
Department of Transportation  
Community Services Agency  
  
Date: \_\_\_\_\_

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

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

Approve As To Form

  
Fhanysha Gaddis (Oct 26, 2023 15:56 PDT)

Oct 26, 2023

Fhanysha Gaddis, Legal Services

Reviewed and Approved by  
County Counsel Sacramento County:

\_\_\_\_\_  
Amanda McDermott  
Deputy County Counsel

\_\_\_\_\_  
Date

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

**AGENDA ITEM:** G-9

**MEETING DATE:** 11/14/2023

**SUBJECT:** Lease-Leaseback Amendment No. 3 for Mariemont Elementary School Modernization and Interim Housing Project

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

**DEPARTMENT:** Facilities

**ACTION REQUESTED:**

The superintendent is recommending that the board adopt Resolution No. 4104, approving the third amendment to the lease for the Mariemont Elementary School Modernization & Interim Housing Project No. 130-9495-P1 & 130-9495-P2 between San Juan Unified School District and S+B James Construction California, Inc.

**RATIONALE/BACKGROUND:**

The board approves the revised total Facilities Lease in the amount of \$16,056,006.00 for the interim housing and modernization project and authorizes the issuance of lease amendment No. 3 to the facilities lease and authorizes district staff to issue a notice to proceed with construction.

**ATTACHMENT(S):**

A: Resolution No. 4104

B: Lease Amendment No. 3

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 11/06/2023

**FISCAL IMPACT:**

Current Budget: \$16,056,006.00

Additional Budget: N/A

Funding Source: Measure P

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

Current Year Only  Ongoing:

**LCAP/STRATEGIC PLAN:**

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

**APPROVED BY:** Frank Camarda, Chief Operations Officer   
Melissa Bassanelli, Superintendent of Schools 

**RESOLUTION NO. 4104**

**RESOLUTION BEFORE THE SAN JUAN UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION APPROVING LEASE AMENDMENT #3 FOR THE  
MARIEMONT ELEMENTARY SCHOOL MODERNIZATION & INTERIM HOUSING  
PROJECT SJUSD PROJECT #130-9495-P1 & 130-9495-P2**

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

**WHEREAS**, the District Board of Education (“Board”) previously approved the award of the Site Lease and Facilities Lease to S+B James Construction California, Inc. for this Project, which approval for the Facilities Lease per resolution 4062; and

**WHEREAS**, the approval of the Facilities Lease authorized only preconstruction services to be performed; no construction services were approved to commence; and no construction services have commenced; and

**WHEREAS**, S+B James Construction California, Inc. has completed the preconstruction services for the Modernization portion of the Project, including development of the Total Base Rent for this Project, and has provided the District with objectively verifiable information and a written rationale for this Total Base Rent, together with supporting documents;

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

**WHEREAS**, the Division of the State Architect (“DSA”) has provided the required approvals for the Interim Housing Project.

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

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

**Section 2.** The Board approves the Total Base Rent for Modernization in the amount of \$14,023,801.00, a revised Facilities Lease Agreement amount of \$16,056,006 as stated in Lease Amendment #3 to the Facilities Lease and authorizes District staff to issue a notice to proceed with construction.

<b>MODERNIZATION #130-9495-P1</b>	
Original Facilities Lease (Pre-Construction only)	\$65,470.00
Amendment #02 Increase to Pre-Construction only	\$402,047.00
<b>Revised Total Pre-construction Services</b>	<b>\$467,517.00</b>
Current Amendment #03 for final TBR	\$14,023,801.00
<b>Revised Total Base Rent</b>	<b>\$14,023,801.00</b>

<b>INTERIM HOUSING #130-9495-P2</b>	
<b>Original Facilities Lease (Pre-Construction only)</b>	<b>\$17,295.00</b>
Previously approved Amendment #01 for Final TBR	\$1,547,393.00
<b>Revised Total Base Rent</b>	<b>\$1,547,393.00</b>

<b>TOTAL REVISED FACILITIES LEASE AGREEMENT AMOUNT (Incl MOD PC + MOD TBR + IH PC + IH TBR)</b>	<b>\$16,056,006.00</b>
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The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on November 14, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**Attest:**

---

**Saul Hernandez, Clerk  
San Juan Unified School District  
Board of Education**



# San Juan Unified School District

## *Facilities Business Department*

5320 Hemlock Street, Sacramento, California 95841

Telephone 916-971-7283

Internet Web Site: [www.sanjuan.edu](http://www.sanjuan.edu)

Melissa Bassanelli, Superintendent of Schools

Frank Camarda, Chief Operations Officer

Nic Arps, Director Construction & Mod

Cherie Chenoweth, Coordinator Facilities Business & Compliance

### **Facilities Lease Amendment #03**

#### **Mariemont ES Modernization**

**DSA App. #02-121247**

**SJUSD Project #130-9495-P1**

#### **Mariemont ES Interim Housing**

**DSA App. #02-120913**

**SJUSD Project #130-9495-P2**

### **Facilities Lease Agreement#305661 VR24-01597**

Effective November 14, 2023, the Facilities Lease Agreement dated January 24, 2023 between the San Juan Unified School District and S+B James Construction California Inc. for the **Mariemont ES Modernization/Interim Housing** is amended to incorporate changes related to the final Total Base Rent (TBR) for the Modernization scope of the project as follows:

1. Section 3.2.3 Time of Completion is amended to state the **total weather days to be fifty (50) twenty-three (23) days**.
2. Section 4.2 Term of Facilities Lease is amended to be a total of **Forty-two (42) months to include all phases combined for Interim Housing and Modernization (January 2023 – January 2025)**, consisting of the total of the time a) to perform Preconstruction Services, estimated to be from **January 2023 – October 2023 (ten (10) months)**, b) **a total of twenty (20) months (5 months for Interim Housing and 15 months for Modernization) in accordance with the Exh C Lease Payment Schedule** to construct the Project, including punchlist and project acceptance, and c) the post-construction lease period of **twelve (12) consecutive months** following completion of the Project, subject to the right of the District not to implement any construction Increment or to terminate earlier in accordance with this Facilities Lease.
3. Section 4.4.2 Total Base Rent for the Project is amended to be **Fifteen million Five hundred seventy-one thousand One hundred ninety-four dollars (\$15,571,194.00)** Modernization – Fourteen million Twenty-three thousand Eight hundred one dollars (\$14,023,801.00) + Interim Housing – One million Five hundred forty-seven thousand Three hundred ninety-three dollars (\$1,547,393.00), subject to the provisions of any Contingency Funds set forth in this Article 4.
4. Section 4.4.2.4.1 Construction Contingency is amended to be **Four hundred Forty-three thousand Four hundred Fifty-five dollars (\$443,455.00)** Modernization – Four hundred six thousand Four hundred Fifty-five dollars (406,455.00 + Interim Housing – Thirty seven thousand dollars (\$37,000.00), which, except as set forth herein, shall cover all additional or extra Costs of the Work set forth in the Contract Documents as a result of all conditions and events that do not entitle Entity to a change order in accordance with Exhibit D, Article 15.01 of the Facilities Lease. The Construction Contingency Fund may be used for costs associated with Entity, subcontractor or supplier's Excusable Delay (as allowed in Exhibit D, Article 14), lack of coordination or inefficiencies.
5. Section 4.4.2.4.3 District Contingency is amended to be **Seven hundred Forty-four thousand Seven hundred Twenty-five dollars (\$744,725.00)** Modernization – Six hundred Sixty-nine thousand One hundred Fifty-five dollars (\$669,155.00) + Interim Housing – Seventy-five thousand Five hundred seventy dollars (\$75,570.00), which shall cover additional or extra costs to the project that entitle Entity to a change order in accordance with Exhibit D, Article 15.01 of the Facilities Lease.
6. Signature page updates the Facilities Lease amount to **\$16,056,006.00** (Modernization \$14,491,318.00 + Interim Housing \$1,564,688.00).

7. Exhibit C is amended to add the **Modernization Lease Payment Schedule; CSI Breakdown/TBR Calculation; Qualifications & Assumptions; Exclusions and Work not included; and List of Plans, Specifications, and Other documents.**
8. Exhibit G Construction Schedule is amended to add the **Approved Baseline Schedule.**

<b>MODERNIZATION #130-9495-P1 bc 6270</b>	
Original Facilities Lease (Pre-Construction only)	\$65,470.00
Amendment #02 Increase to Pre-Construction only	\$402,047.00
<b>Revised Total Pre-construction Services</b>	<b>\$467,517.00</b>
Current Amendment #03 for final TBR	\$14,023,801.00
<b>Revised Total Base Rent</b>	<b>\$14,023,801.00</b>

<b>INTERIM HOUSING #130-9495-P2 bc 6270</b>	
<b>Original Facilities Lease (Pre-Construction only)</b>	<b>\$17,295.00</b>
Previously approved Amendment #01 for Final TBR	\$1,547,393.00
<b>Revised Total Base Rent</b>	<b>\$1,547,393.00</b>

<b>TOTAL REVISED FACILITIES LEASE AGREEMENT AMOUNT (Incl MOD PC + MOD TBR + IH PC + IH TBR)</b>	<b>\$16,056,006.00</b>
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In all other respects, the terms and conditions of said Facilities Lease, including the exhibits thereto, remain in full force and effect.

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

**S+B James Construction California, Inc.**  
A California Corporation

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

By: \_\_\_\_\_  
Silas Nigam  
Title: President

By: \_\_\_\_\_  
Frank Camarda  
Title: Chief Operations Officer

Federal Tax Identification Number:  
83-1570234

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

**AGENDA ITEM:** G-10

**MEETING DATE:** 11/14/2023

**SUBJECT:** Ratification of Committee Members

**CHECK ONE:**

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

**DEPARTMENT:** Administration

**ACTION REQUESTED:**

The superintendent is recommending that the board ratify the selection of Kaylin Boyce and Luc Taylor to serve as committee members on the Special Education Community Advisory Committee (CAC).

**RATIONALE/BACKGROUND:**

Superintendent Bassanelli has appointed Kaylin Boyce to serve on the CAC through July 2025 and Luc Taylor to serve on the CAC through July 2024. Per the committee bylaws, each individual board member and the superintendent shall appoint committee members subject to ratification by a majority vote of the board.

**ATTACHMENT(S):**

N/A

**BOARD COMMITTEE ACTION/COMMENT:**

N/A

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 11/06/2023

**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

**APPROVED BY:** Melissa Bassanelli, Superintendent of Schools MB

:sc

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

**AGENDA ITEM:** G-11  
**MEETING DATE:** 11/14/2023

**SUBJECT:**

California State Preschool Program (CSPP) Continued Funding Application (CFA) and Designated Personnel Resolution

**CHECK ONE:**

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

**DEPARTMENT:**

Early Childhood Education (ECE)

**ACTION REQUESTED:**

The superintendent is recommending that the board approve the California State Preschool Program (CSPP) Continued Funding Application (CFA) and adopt Resolution No. 4105 designating Early Childhood Education program manager and administrators to sign related documents for the 2024-2025 fiscal year.

**RATIONALE/BACKGROUND:**

California Department of Education (CDE) requires all agencies with a board of directors to submit formal board approval of the Continued Funding Application package.

**ATTACHMENT(S):**

A: CDE CFA 2024-25 and Resolution No. 4105

**BOARD COMMITTEE ACTION/COMMENT:**

N/A

**PREVIOUS STAFF/BOARD ACTION:**

N/A

**FISCAL IMPACT:**

Current Budget: \$ CSPP 5,532,081 (year 2024-25)

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only  Ongoing

**LCAP/STRATEGIC PLAN:**

Goal: 1, 2 Focus: N/A

Action: N/A

Strategic Plan: 1, 2

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

**APPROVED BY:** Amberlee Townsend-Snider, Assistant Superintendent, Elementary Education and Programs  
Amy Slavensky, Interim Deputy Superintendent, Schools and Student Support *AS*  
Melissa Bassanelli, Superintendent of Schools *MB*

## California State Preschool Program Fiscal Year 2024–25 Program Calendar

Contractor Name: San Juan Unified School District

County: Sacramento

Vendor Number: 6744

Contract Type: CSPP

Program Type: Part-Day

Instructions: Check the box on each date your program will operate. Total days of operation will automatically calculate.

### July 2024 Days of Operation 0

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	6 <input type="checkbox"/>
7 <input checked="" type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>	10 <input type="checkbox"/>	11 <input type="checkbox"/>	12 <input type="checkbox"/>	13 <input type="checkbox"/>
14 <input checked="" type="checkbox"/>	15 <input type="checkbox"/>	16 <input type="checkbox"/>	17 <input type="checkbox"/>	18 <input type="checkbox"/>	19 <input type="checkbox"/>	20 <input type="checkbox"/>
21 <input type="checkbox"/>	22 <input type="checkbox"/>	23 <input type="checkbox"/>	24 <input type="checkbox"/>	25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>
28 <input type="checkbox"/>	29 <input type="checkbox"/>	30 <input type="checkbox"/>	31 <input type="checkbox"/>	N/A	N/A	N/A

### August 2024 Days of Operation 7

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>
4 <input type="checkbox"/>	5 <input type="checkbox"/>	6 <input type="checkbox"/>	7 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>	10 <input type="checkbox"/>
11 <input type="checkbox"/>	12 <input type="checkbox"/>	13 <input type="checkbox"/>	14 <input type="checkbox"/>	15 <input type="checkbox"/>	16 <input type="checkbox"/>	17 <input type="checkbox"/>
18 <input type="checkbox"/>	19 <input type="checkbox"/>	20 <input type="checkbox"/>	21 <input type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input type="checkbox"/>
25 <input type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input type="checkbox"/>

### September 2024 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input type="checkbox"/>
8 <input type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input type="checkbox"/>
15 <input type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input type="checkbox"/>
22 <input type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input type="checkbox"/>
29 <input type="checkbox"/>	30 <input checked="" type="checkbox"/>	N/A	N/A	N/A	N/A	N/A

### October 2024 Days of Operation 22

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
6 <input type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input type="checkbox"/>
13 <input type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input type="checkbox"/>
20 <input type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input type="checkbox"/>
27 <input type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input checked="" type="checkbox"/>	N/A	N/A

### November 2024 Days of Operation 14

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input type="checkbox"/>
3 <input type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input type="checkbox"/>
10 <input type="checkbox"/>	11 <input type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input type="checkbox"/>	16 <input type="checkbox"/>
17 <input type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input type="checkbox"/>
24 <input type="checkbox"/>	25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>	28 <input type="checkbox"/>	29 <input type="checkbox"/>	30 <input type="checkbox"/>

### December 2024 Days of Operation 15

SUN	MON	TUE	WED	THU	FRI	SAT
1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input type="checkbox"/>
8 <input type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input type="checkbox"/>
15 <input type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input type="checkbox"/>
22 <input type="checkbox"/>	23 <input type="checkbox"/>	24 <input type="checkbox"/>	25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>	28 <input type="checkbox"/>
29 <input type="checkbox"/>	30 <input type="checkbox"/>	31 <input type="checkbox"/>	N/A	N/A	N/A	N/A

### January 2025 Days of Operation 18

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
5 <input type="checkbox"/>	6 <input type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input type="checkbox"/>
12 <input type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input type="checkbox"/>
19 <input type="checkbox"/>	20 <input type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input type="checkbox"/>
26 <input type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input checked="" type="checkbox"/>	N/A

### February 2025 Days of Operation 15

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 <input type="checkbox"/>
2 <input type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input type="checkbox"/>
9 <input type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input type="checkbox"/>
16 <input type="checkbox"/>	17 <input type="checkbox"/>	18 <input type="checkbox"/>	19 <input type="checkbox"/>	20 <input type="checkbox"/>	21 <input type="checkbox"/>	22 <input type="checkbox"/>
23 <input type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input type="checkbox"/>

### March 2025 Days of Operation 19

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 <input type="checkbox"/>
2 <input type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input type="checkbox"/>
9 <input type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input type="checkbox"/>
16 <input type="checkbox"/>	17 <input checked="" type="checkbox"/>	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input type="checkbox"/>
23 <input type="checkbox"/>	24 <input type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input checked="" type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input type="checkbox"/>
30 <input type="checkbox"/>	31 <input checked="" type="checkbox"/>	N/A	N/A	N/A	N/A	N/A

### April 2025 Days of Operation 17

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input type="checkbox"/>
6 <input type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input checked="" type="checkbox"/>	12 <input type="checkbox"/>
13 <input type="checkbox"/>	14 <input type="checkbox"/>	15 <input type="checkbox"/>	16 <input type="checkbox"/>	17 <input type="checkbox"/>	18 <input type="checkbox"/>	19 <input type="checkbox"/>
20 <input type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input checked="" type="checkbox"/>	25 <input checked="" type="checkbox"/>	26 <input type="checkbox"/>
27 <input type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	N/A	N/A	N/A

### May 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 <input checked="" type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>
4 <input type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input checked="" type="checkbox"/>	8 <input checked="" type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input type="checkbox"/>
11 <input type="checkbox"/>	12 <input checked="" type="checkbox"/>	13 <input checked="" type="checkbox"/>	14 <input checked="" type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input type="checkbox"/>
18 <input type="checkbox"/>	19 <input checked="" type="checkbox"/>	20 <input checked="" type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input checked="" type="checkbox"/>	24 <input type="checkbox"/>
25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input checked="" type="checkbox"/>	30 <input checked="" type="checkbox"/>	31 <input type="checkbox"/>

### June 2025 Days of Operation 7

SUN	MON	TUE	WED	THU	FRI	SAT
1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input checked="" type="checkbox"/>	4 <input checked="" type="checkbox"/>	5 <input checked="" type="checkbox"/>	6 <input checked="" type="checkbox"/>	7 <input type="checkbox"/>
8 <input type="checkbox"/>	9 <input checked="" type="checkbox"/>	10 <input checked="" type="checkbox"/>	11 <input type="checkbox"/>	12 <input type="checkbox"/>	13 <input type="checkbox"/>	14 <input type="checkbox"/>
15 <input type="checkbox"/>	16 <input type="checkbox"/>	17 <input type="checkbox"/>	18 <input type="checkbox"/>	19 <input type="checkbox"/>	20 <input type="checkbox"/>	21 <input type="checkbox"/>
22 <input type="checkbox"/>	23 <input type="checkbox"/>	24 <input type="checkbox"/>	25 <input type="checkbox"/>	26 <input type="checkbox"/>	27 <input type="checkbox"/>	28 <input type="checkbox"/>
29 <input type="checkbox"/>	30 <input type="checkbox"/>	N/A	N/A	N/A	N/A	N/A

**Total Days of Operation: 175**

EED Consultant Initials (For EED Use Only)  
Date Approved by EED (For EED Use Only)

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

## CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

San Juan Unified School District

2. Federal ID Number:

94-6002533

3. By (Authorized Signature):



4. Printed Name and Title of Person Signing:

Lisa Teal, Program Manager

5. Date Executed:

11/07/2023

6. Executed in the County and State of:

Sacramento, CA

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
San Juan Unified School District	94-6002533

By (Authorized Signature)



Printed Name and Title of Person Signing

Lisa Teal, Program Manager

Date Executed	Executed in the County of
11/7/23	Sacramento

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions. and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**3. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

# **FEDERAL CERTIFICATIONS**

**CO.8 (REV.06/20)**

**California Department of Education**

## **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Choices Charter 4425 Laurelwood Way Sac. 95864

Cottage 2221 Morse Ave Sac. 95825

Coyle 6330 Coyle Ave Carmichael 95608

Davie 1500 Dom Way Sac. 95864

Encina 1400 Bell Str. Sac. 95864

Garfield 3700 Garfield Ave Carmichael 95608

Grand Oaks 7901 Rosswood Drive Citrus Heights 95621

Howe 2404 Howe Ave Sacramento 95825

Kingswood 5700 Primrose Drive Citrus Heights 95610

Ralph Richardson 4848 Cottage Way Carmichael 95608

Skycrest 5641 Mariposa Ave Citrus Heights 95610

Sunrise 7322 Sunrise Blvd Citrus Heights 95610

Check if there are workplaces on file that are not identified here.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

#### ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

FISCAL YEAR 2024-25

CONTRACTOR NAME

**San Juan Unified**

VENDOR ID NUMBER

**6744**

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

**Lisa teal, Program Manager**

SIGNATURE



DATE

**11/7/23**

## **RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION**

This resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency's current California State Preschool Program contract and Prekindergarten and Family Literacy Support contract, if applicable, will be automatically renewed for fiscal year (FY) 2024–2025. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2024–2025 contract documents.

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### RESOLUTION NO. 4015

**BE IT RESOLVED** that the Governing Board of  
**San Juan Unified School District**

authorizes that the person/s listed below, is/are authorized to sign the FY 2024–2025 CFA and all related contract documents for the Governing Board.

NAME/S OF AUTHORIZED REPRESENTATIVE/S	TITLE/S
Lisa Teal	Program Manager
Stacey Shorey	Administrator
Meghan Jorgensen	Administrator

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ (month year), by the  
Governing Board of \_\_\_\_\_  
of \_\_\_\_\_ County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of  
\_\_\_\_\_, of \_\_\_\_\_ County, in the  
State of California, certify that the foregoing is a full, true and correct copy of a resolution  
adopted by the said Board at a meeting thereof held at a regular public place of meeting  
and the resolution is on file in the office of said Board.

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(Clerk's Signature)

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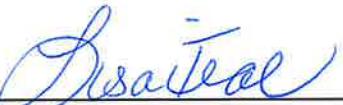
(Date)

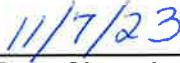
## **Child Development Division Agency Information Certification**

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information  
Program Director information  
Sites and Licenses and/or Office information  
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for as of the date this certification was signed.

  
\_\_\_\_\_  
Program Director/Authorized Representative Signature

  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Printed Name of Program Director/Authorized Representative

**Name of Agency User Generating Certification:** Stephanie Mejia Skrabec

**Date Generated:** 11/1/2023

**Assigned CDD Consultant:** Cassandra Lewis

## San Juan Unified

County	Sacramento
District	San Juan Unified <a href="#">List of active district's schools</a>
CDS Code	34 67447 0000000
District Address	3738 Walnut Ave. Carmichael, CA 95608-3056 <a href="#">Google Map</a>
Mailing Address	PO Box 477 Carmichael, CA 95609-0477
Phone Number	(916) 971-7700
Fax Number	(916) 971-7070
Email	<a href="mailto:nroux@sanjuan.edu">nroux@sanjuan.edu</a>
Web Address	<a href="http://www.sanjuan.edu">www.sanjuan.edu</a>
Superintendent	Melissa Bassanelli Superintendent <a href="mailto:mbassanelli@sanjuan.edu">mbassanelli@sanjuan.edu</a>
Chief Business Official	Jennifer Stahlheber Chief Financial Officer (916) 971-7248 <a href="mailto:jennifer.stahlheber@sanjuan.edu">jennifer.stahlheber@sanjuan.edu</a>
Status	Active
District Type	Unified School District
Low Grade	P
High Grade	Adult
NCES/Federal District ID	0634620
CDS Coordinator (Contact for Data Updates)	Marea Touray (916) 971-7200 <a href="#">Request Data Update(s)</a>
Last Updated	January 6, 2023

## Directory Disclaimer

The California School Directory and related public school and district data files (collectively referred to as the “Directory”), contain information about California schools, districts, and school/district administrators that is voluntarily self-reported by local education agencies (LEAs) to the California Department of Education (CDE) as a public convenience. Because the information is voluntarily self-reported, the Directory does not contain information for every LEA and the information that is in the Directory may be outdated or have errors, omissions, typos and other inaccuracies. Therefore, information, or the absence of information, in the Directory should not be relied upon for any purpose and should be used only to contact the LEA. The CDE makes no representation or warranty, express or implied, with respect to Directory information.

For information regarding LEA accreditation, please visit the US Department of Education's [Accreditation and Quality Assurance](#)  web page.

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

**SUBJECT:** Measure P Update and 2024 Bond Measure Presentation

**DEPARTMENT:** Facilities

**AGENDA ITEM:** I-1

**MEETING DATE:** 11/14/2023

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

**ACTION REQUESTED:**

The superintendent is recommending that the board receive a presentation providing an update regarding Measure P and outlining the potential for a November 2024 Bond Measure.

**RATIONALE/BACKGROUND:**

In order to effectively address the district's facilities improvements, significant capital improvement funds are needed. Current capital need is projected to be above \$2 billion. The district has partnered with Isom Advisors, who has prepared a tax rate presentation for the board, as well as a timeline of steps to a potential November 2024 election. This presentation will update the board on the district's tax base, historical assessed values, Measure P plan of finance, tax rate estimates, historical and projected tax rates and projected tax rates with a 2024 election.

**ATTACHMENT(S):**

A: Measure P Update and 2024 Bond Measure Presentation

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 11/06/2023

**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   
Jennifer Stahlheber, Chief Financial Officer 

**APPROVED BY:**

Melissa Bassanelli, Superintendent of Schools 



**San Juan Unified**  
SCHOOL DISTRICT

Isom Advisors A Division of  
**URBAN FUTURES** | Incorporated

## **San Juan Unified School District**

### Measure P Update & 2024 Bond Measure

by

Isom Advisors,  
a Division of Urban Futures, Inc.



November 2023

Isom Advisors | 1470 Maria Lane, Suite 315, Walnut Creek, CA 94596 | (925) 478-7450

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2016 Election – Measure P



**San Juan Unified**  
SCHOOL DISTRICT

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1

## District's Tax Base



### Historical Assessed Values

### San Juan Unified School District

- ❖ The District's 2023-24 assessed value ("AV") is \$47.0 billion; since 2003, the average annual AV growth rate has been 4.4%.
  - Since 2016, when Measure P was approved, AV has grown an average of 5.2% annually.
- ❖ The District's gross bonding capacity (2.5% x AV) is \$1.2 billion; the District's total outstanding GO bond debt is \$617.4 million, leaving a net bonding capacity of \$558.5 million.
- ❖ The District's 2023-24 aggregate tax rate across all outstanding bonds is \$173.20 per \$100,000 of AV.
  - The District's Measure P tax rate is \$51.90 this year, below the maximum \$60.00 tax rate.

San Juan USD Historical AV		
Year	Total AV	% Change
2003	\$19,715,910,482	7.04%
2004	\$20,981,213,460	6.42%
2005	\$22,754,935,204	8.45%
2006	\$24,999,585,038	9.86%
2007	\$27,542,445,251	10.17%
2008	\$29,306,625,253	6.41%
2009	\$30,136,899,527	2.83%
2010	\$28,782,144,056	-4.50%
2011	\$28,431,594,262	-1.22%
2012	\$27,618,921,396	-2.86%
2013	\$27,130,130,322	-1.77%
2014	\$28,236,598,013	4.08%
2015	\$29,687,147,663	5.14%
2016	\$30,989,599,624	4.39%
2017	\$32,365,260,333	4.44%
2018	\$34,216,587,375	5.72%
2019	\$36,167,737,756	5.70%
2020	\$37,997,250,890	5.06%
2021	\$39,873,173,267	4.94%
2022	\$41,541,348,701	4.18%
2023	\$44,343,422,207	6.75%
2024	\$47,038,745,470	6.08%
Average Growth Rate		4.42%

Sources: California Municipal Statistics, Inc.; Sacramento County.

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2

## Measure P Bond Program



### Plan of Finance

### San Juan Unified School District

- ❖ Since Measure P was approved in 2016, the District has sold a total of \$419.9 million of Measure P bonds. There remains \$330.1 million in authorization.
- ❖ Strong tax base growth and low interest rates since 2016 have allowed the District to move quickly with the sale of Measure P bonds and stay below the maximum \$60.00 tax rate.
- ❖ The table below shows the current bond program with estimated sales in 2024, 2026, and 2028.

Tax Rate per \$100,000	Series A 2017	Series B 2019	Series C 2020	Series D 2022	Series E 2024	Series F 2026	Series G 2028	Total Measure P
\$60.00	\$39,920,000	80,000,000	\$150,000,000	\$150,000,000	\$125,000,000	\$102,500,000	\$102,580,000	\$750,000,000

Notes: Assumes AV growth of 3.00% long term and bond terms ranging from 23 to 29 years; preliminary

Sources: California Municipal Statistics, Inc.; Sacramento County.

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3

3

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# Measure P Bond Program



Tax Rate Estimates

San Juan Unified School District

- The graph below presents the District's current Measure P tax rates; there is sufficient tax rate capacity to sell the remaining authorization over the next six years.



Estimates; assumes 3.0% AV growth

Sources: San Juan USD; emma.msr.org.

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4

# Measure P Bond Program



Plan of Finance – Future Sales

San Juan Unified School District

- The table below presents three options to issue the fifth series of bonds in 2024.

Series 2024	Option 1	Option 2	Option 3
Par	\$100,000,000	\$125,000,000	\$150,000,000
Total Payments	\$189,928,929	\$278,328,152	\$369,093,157
Debt Ratio	1.90x	2.23x	2.46x
Final Payments	August 2049	August 2053	August 2052
<b>Remaining Measure P Authorization</b>			
Series 2026 Par	\$115,050,000	\$102,500,000	\$90,000,000
Total Payments	\$234,822,282	\$198,764,213	\$161,943,782
Final Payment	August 2050	August 2050	August 2048
Series 2028 Par	\$115,030,000	\$102,580,000	\$90,080,000
Total Payments	\$230,935,743	\$198,193,949	\$159,838,020
Final Payment	August 2051	August 2050	August 2048

Estimates based on current market conditions; subject to change.  
Assumes 3.0% AV growth

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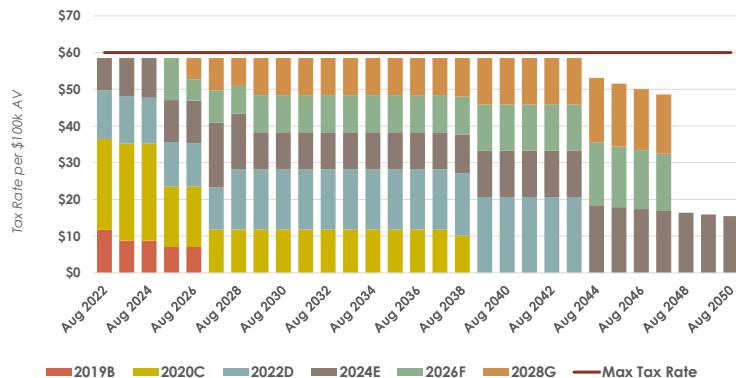
# Measure P Bond Program



## Plan of Finance – Tax Rates

## San Juan Unified School District

❖ The graph below shows estimated tax rates assuming a \$125 million Series 2024 sale.



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6

# Measure P Bond Program



## Draft Timeline

## San Juan Unified School District

Date	Action	Responsibility
November 1	Distribute timeline, term sheet and distribution list	FA
November 13	Distribute drafts of Resolution, Preliminary Official Statement (POS), and supporting legal documents	BC
November 20 – 24	District Thanksgiving Break	SD
November 28	Comments due on draft legal documents	All
Week of December 4	Rating prep call	SD/FA/UW
	Conference call with rating agency	SD/FA/UW
December 19	Receive rating	FA
December 22 – January 8	District Winter Break	SD
January 3	District Board agenda deadline	SD/BC
January 9	District Board meeting to approve Bonds	SD
Week of January 22	Pre-Price / Price Bonds	SD/UW/FA/BC
January 26 – February 7	Finalize closing and legal documents	BC
January 31	Distribute final OS	BC/UW
February 8	Bond closing; District receives funds	All

Preliminary; subject to change

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7

## Future Bond Program



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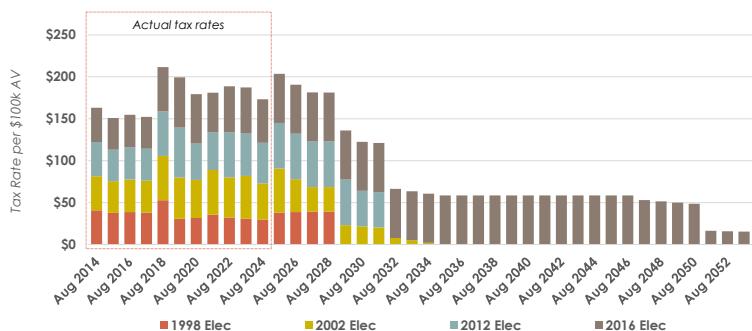
## Historical & Projected Tax Rates



Tax rates have trended lower than original projections

San Juan Unified School District

- ❖ The strong tax base growth and low interest rates have kept tax rates lower than projected at the time of the past elections.
- ❖ The graph below shows historical and projected tax rates assuming the remaining Measure P bonds are sold over the next four years.



Sources: Isom Advisors; Sacramento County.

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## 2024 Election Bond Proceeds



District can generate between \$626 million and \$1.1 billion

San Juan Unified School District

### San Juan USD 2024 Election Bond Program

Tax Rate/ \$100k AV	2025A	2027B	2029C	2031D	2033E	2035F	Total Proceeds
\$35.00	\$111,875,000	\$91,705,000	\$86,750,000	\$91,910,000	\$105,550,000	\$138,525,000	\$626,315,000
\$45.00	\$143,840,000	\$117,910,000	\$111,535,000	\$118,165,000	\$135,705,000	\$178,100,000	\$805,255,000
\$49.00	\$129,330,000	\$124,110,000	\$121,450,000	\$128,670,000	\$147,770,000	\$193,935,000	\$845,265,000
\$55.00	\$175,805,000	\$144,110,000	\$136,320,000	\$144,425,000	\$165,865,000	\$217,680,000	\$984,205,000
\$60.00	\$191,785,000	\$157,210,000	\$148,710,000	\$157,555,000	\$180,940,000	\$237,470,000	\$1,073,670,000

Note: Assumes AV growth of 4% and 30-year bond terms.

- ❖ With projected annual assessed value growth of 4.0%, the District can generate up to \$1.1 billion.
- ❖ Depending on the tax rate selected and assessed value growth assumptions, the District can generate significant proceeds.

Sources: Isom Advisors.

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10

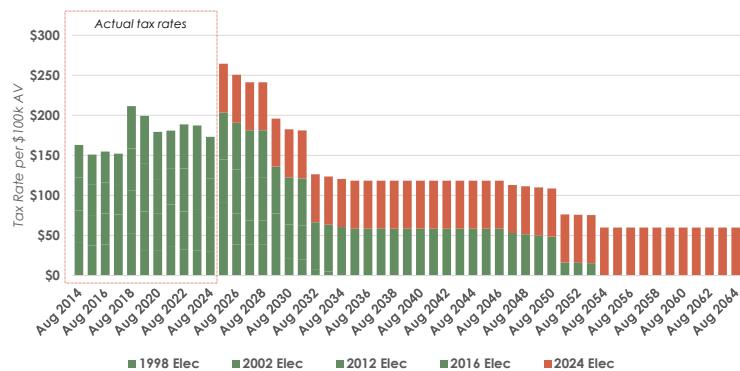
## Projected Tax Rates with New Election



Tax rates have trended lower than original projections

San Juan Unified School District

- ❖ The graph below shows historical and projected tax rates with a 2024 Election.
- The 2024 Measure projections assume a \$60.00 tax rate generating approximately \$1.1 billion in proceeds.



Sources: Isom Advisors; Sacramento County.

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11

11

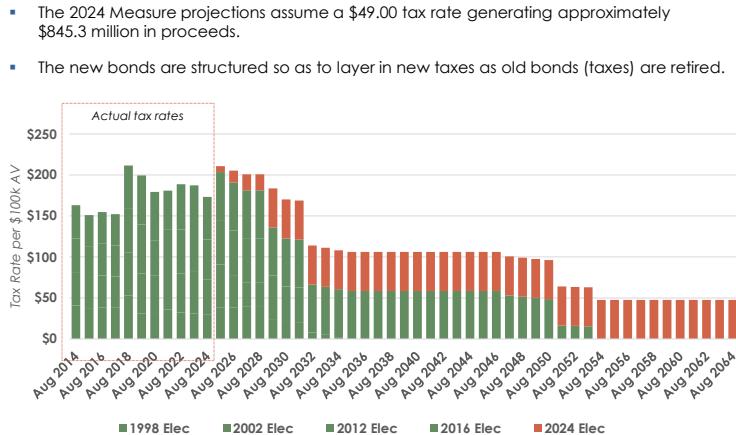
## Projected Tax Rates with New Election

Tax rates have trended lower than original projections



San Juan Unified School District

- The graph below shows historical and projected tax rates with a 2024 Election.



Sources: Isom Advisors; Sacramento County.

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12

## November 2024 Timeline

Following these steps is key to the District's success

San Juan Unified School District



Task	Responsible Party	Date
Update needs list/master plan	District	Ongoing
<b>Board Meeting - Approve "exploring" feasibility of a Bond</b>	<b>District</b>	<b>December 2023</b>
Prepare and Conduct Survey	Consultant	January 2024
<b>Board Meeting – Survey Results Presentation</b>	<b>Consultant</b>	<b>January 2024</b>
Initiate public information program, speaking with elected officials, stakeholders, teachers/staff, community service groups to discuss proposed tax measure	District	March – June
Prepare Resolution for Calling Election, including Ballot Language, and Project List to reflect community feedback	Consultant/ Attorneys	April
Prepare and Conduct Tracking Survey	Consultant	May
Finalize Capital and Financing Plan based on Community Outreach	Consultant	June
<b>Board Meeting – Adopt Resolution Calling Election</b>	<b>District</b>	<b>June</b>
<b>Deadline to Submit Resolution Calling Election</b>	<b>District</b>	<b>August 2024</b>
Prepare and Submit Argument in Favor of Measure	Consultant/ District	August
Form campaign committee and conduct campaign kick-off meeting	Campaign Committee	August
Run Campaign	Campaign Committee	August – November
<b>Election Day</b>		<b>November 5, 2024</b>

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13

13

## Regulatory Disclosure

**Disclosure of Conflicts of Interest and Legal or Disciplinary Events.** Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of Isom Advisors, a Division of Urban Futures, Inc. ("Isom") and its associated persons.

**Conflicts of Interest Compensation.** Isom represents that in connection with the issuance of municipal securities, Isom may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair Isom's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e. hourly or fixed fee based) may also present a potential conflict of interest regarding Isom's ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair Isom's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

**Other Municipal Advisor Relationships.** Isom serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Isom client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Isom could potentially face a conflict of interest arising from these competing client interests. Isom fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

If Isom becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom will disclose the detailed information in writing to the issuer or obligated person in a timely manner.

**Legal or Disciplinary Events.** Isom does not have any legal events or disciplinary history on Isom's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom, Isom will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom, its management and personnel.

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URBAN FUTURES|Incorporated

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

**SUBJECT:** Community Outreach for Potential November 2024 Bond

**DEPARTMENT:** Facilities

**AGENDA ITEM:** I-2

**MEETING DATE:** 11/14/2023

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

**ACTION REQUESTED:**

The superintendent is recommending that the board approve the proposal from The Lew Edwards Group to conduct community outreach in order to solicit feedback for the potential November 2024 bond.

**RATIONALE/BACKGROUND:**

In order to effectively address the district's facilities improvements, significant capital improvement funds are needed. Staff would like to have The Lew Edwards Group conduct community outreach to solicit feedback to assist the district in determining the level of support for a potential bond in November of 2024.

**ATTACHMENT(S):**

A: The Lew Edwards Group Proposal

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 10/16/2023, 11/06/2023

**FISCAL IMPACT:**

Current Budget: \$68,250

Additional Budget: N/A

Funding Source: General Fund

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

Current Year Only  Ongoing:

**LCAP/STRATEGIC PLAN:**

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

**PREPARED BY:**

Frank Camarda, Chief Operations Officer   
Jennifer Stahlheber, Chief Financial Officer 

**APPROVED BY:**

Melissa Bassanelli, Superintendent of Schools 



## AGREEMENT FOR CONSULTING SERVICES

This Agreement is made between The Lew Edwards Group, a California Corporation ("Consultant"), and San Juan Unified School District ("Client"). The parties agree as follows:

### **1. Professional Services to be Performed by Consultant.**

Consultant shall, with consultation from Client, provide internal and external communications, engagement and advisory services to support Client's long-term academic and educational facilities vision. Consultant services shall include the following:

- (a) Conducting an audit of coverage of District programs and other items in the public arena;
- (b) Reviewing Client's educational and facility policies, plans and visioning on needs;
- (c) Supporting and adding value to updated opinion research study/s;
- (d) Independently reviewing opinion research results and providing a communications and engagement plan and strategic advice;
- (e) Developing key messages, content, and a recommended schedule for communications materials produced by the District; and
- (f) working with Client's Core Working Group and other professionals to support and/or facilitate a coordinated communications and project strategy.

The parties expressly agree that legal advice is not within Consultant's scope of services. Unless otherwise noted, onsite meetings will not be required of Consultant.

### **2. Term of Agreement.**

The Agreement is effective upon execution for a term commencing October 2023 and ending in August 2024.

Either party may terminate this Agreement upon thirty (30) days written notice to the other, or mutually agree to suspend services at any time. Consultant shall be paid any fees or costs through the termination date.

### **3. Professional Fee.**

Consultant's professional fee is Six Thousand, Five Hundred Dollars (\$6,500) per month, due and payable by close of business on the last business day of each month commencing October 31, 2023, and with the last payment on August 30<sup>th</sup>, 2024. The month of October shall be prorated to half the month.

Professional fees do not include additional costs which may be necessary for Client's project, such as graphic design, printing, postage or paid digital media which should be budgeted for separately by the District outside of this Agreement.

### **4. Indemnification.**

The parties shall hold one another, their respective agents, and employees, harmless from any and all liability arising from or related to the performance of this Agreement, including third party legal actions caused by the acts or omissions of their respective agents or employees. The foregoing shall not apply to any action that one party may have against the other for harm caused to the other party arising from the willful misconduct or gross negligence of the other.

### **5. Notice.**

All notices, requests, demands or other communications under this Agreement shall be in writing. Notices shall be sufficiently given for all purposes as follows: Personal Delivery; First-Class Mail; Certified Mail; Overnight Delivery.

### **6. Severability**

If any term or provision of this Agreement shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

### **7. Entire Agreement.**

This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. No other agreement, statement or promise not contained herein shall be valid or binding.

Executed this \_\_\_\_ day of October 2023 at Carmichael, California.

SAN JUAN UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

3738 Walnut Avenue, Carmichael, CA 95608

Executed this 12th day of October 2023 at Oakland, California.

A handwritten signature in blue ink, appearing to read "Catherine Lew".

Catherine Lew, President  
The Lew Edwards Group  
P.O. Box 21215  
Oakland, CA 94620

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

**AGENDA ITEM:** I-3

**MEETING DATE:** 11/14/2023

**SUBJECT:** Community Survey for Potential November 2024 Bond

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

**DEPARTMENT:** Facilities

**ACTION REQUESTED:**

The superintendent is recommending that the board approve the proposal from Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research) to conduct public opinion research for the potential November 2024 bond.

**RATIONALE/BACKGROUND:**

In order to effectively address the district's facilities improvements, significant capital improvement funds are needed. Staff would like to have FM3 Research conduct a community survey for public assistance research to assist the district in determining the level of support for a potential bond in November of 2024.

**ATTACHMENT(S):**

A: FM3 Research Proposal

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 10/16/2023, 11/06/2023

**FISCAL IMPACT:**

Current Budget: \$44,750

Additional Budget: N/A

Funding Source: General Fund

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

Current Year Only  Ongoing:

**LCAP/STRATEGIC PLAN:**

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

**PREPARED BY:**

Frank Camarda, Chief Operations Officer   
Jennifer Stahlheber, Chief Financial Officer 

**APPROVED BY:**

Melissa Bassanelli, Superintendent of Schools 

# Proposal to Conduct Public Opinion Research on a Potential 2024 Ballot Measure

*San Juan Unified School District*



**San Juan Unified**  
SCHOOL DISTRICT



FAIRBANK, MASLIN,  
MAULLIN, METZ  
& ASSOCIATES

October 12, 2023

To the San Juan Unified School District:

Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research or FM3) is pleased to present this proposal to conduct public opinion research on a potential 2024 bond measure for the San Juan Unified School District. We believe our firm is an excellent choice to provide these research services for several reasons, including:

- **We have worked for San Juan USD successfully in the past.** FM3 conducted research for the District that ultimately contributed to the passage of Measure P, a \$750 million bond measure, in the November 2016 election. This provides our firm with a significant advantage—the ability to track questions from our previous research to assess how public opinion has shifted over time.
- **FM3 is a leading provider of accurate public opinion research for local California K-12 school districts considering revenue-enhancing ballot measures**—the firm's research has helped secure voter approval for more than \$59 billion in general obligation bond funding for California's K-12 school districts. More than 95% of the local school finance measures worked on by FM3 have gone on to win in the election.
- **Our firm has worked extensively throughout Sacramento County.** In addition to our past work for San Juan USD, FM3 has worked for numerous other clients in the County, including Los Rios Community College District, Natomas Unified School District, and River Delta Joint Unified School District; Sacramento County; and the cities of Sacramento, Citrus Heights, Galt, Folsom, and Rancho Cordova; among others.
- **Currently, FM3 is working with C.A.S.H. and C.B.I.A. to conduct polling on a \$14 billion statewide K-12/community college measure for the November 2024 election.** This work provides us with a deep understanding of the work to be done not only statewide, but also in local communities hoping to gain additional funding through the passage of a bond measure. This work is being led by John Fairbank, who will be leading the research for San Juan USD if we are selected for this project.
- **Our approach is focused on providing the best possible ongoing strategic consultation to our clients.** We do not simply conduct a poll, present the results, and leave you and your team to figure out how to put them to use. Instead, we want to be a member of your strategic team—participating fully in each of the campaign's key decisions on an ongoing basis. Furthermore, our firm is large enough to turn projects around quickly, but not so large that you will not know whom to call with your questions, ideas, and concerns.

We appreciate the opportunity to be considered for this project. If you have any questions about the contents of this proposal, please do not hesitate to reach out—contact information is available on page 11.

Sincerely,



John Fairbank  
Partner



Lucia Del Pupo  
Senior Vice President

## CONTENTS

1	FM3 BACKGROUND .....	3
2	RELEVANT EXPERIENCE.....	4
3	PROPOSED APPROACH AND ESTIMATED COSTS .....	6
4	STAFF BIOS .....	9
5	CONTACT INFORMATION .....	11

## 1 FM3 BACKGROUND

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Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research or FM3) has been conducting public policy-oriented opinion research since 1981 on issues of major economic and social concern. As a California-based company, we are a medium-sized research firm with 24 full-time employees working out of our Oakland and Los Angeles offices. The research FM3 conducts goes far beyond simply documenting the knowledge, views, and behaviors of various populations. Rather, our work produces actionable data that provides a strategic roadmap for policy makers and informs community outreach and communication efforts.

Each of the research projects we do is led by one of our six partners, all of whom are nationally respected authorities on public opinion research. As our client, you will have direct access to not only the partner working on your project, but also several other key staff members with advanced degrees in public policy, research methods, and/or extensive experience working in state and local government.

While our firm is not so big that you will wonder whom to call with your questions, we are big enough to have our own in-house data analysis/processing team and graphic design resources. This means we can provide our clients with a level of personal attention and service from firm partners and other senior staff more often associated with much smaller organizations, while also providing rapid project turnaround and more sophisticated data analysis and presentations tailored to client needs that one might expect from larger firms.

FM3 utilizes a variety of research tools designed to address each client's unique circumstances. Some of these tools are quantitative, such as surveys; some are qualitative, such as focus groups; and others fall somewhere in between. In any given year, FM3 conducts more than 300 surveys and 160 focus groups, in addition to providing ongoing consulting for key clients. We also actively monitor methodological developments through our industry's trade association—the American Association for Public Opinion Research (AAPOR)—and continually experiment with newly evolving online and digital research approaches.

**FM3 offers a hands-on approach in which one of our partners is engaged in the research every step of the way.**

When you work with us, an FM3 partner is always just a phone call away, happy to provide consultation to help keep your projects moving in the right direction.

## 2 RELEVANT EXPERIENCE

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### Experience Conducting Research on School Bond Measures

Our research has helped secure voter approval for more than 200 bonds totaling \$59 billion in general obligation bond funding for K-12 school districts. The depth and diversity of FM3's experience with California's local school districts represents an added value for San Juan USD. One such benefit is our firm's ability to provide, throughout the election cycle, an awareness of which educational messages and communications strategies prove to be effective in other California school districts.

Notably, FM3 conducted research for San Juan USD that ultimately contributed to the passage of Measure P, a \$750 million bond measure, in the November 2016 election. Other districts for which we regularly provide research and consulting services include some of the largest and most ethnically and socioeconomically diverse in California, such as **San Diego Unified** (\$13.1 billion) and **Long Beach Unified** (\$4.4 billion), as well as dozens of mid-size and smaller districts.

In 2022 alone, FM3 helped raise \$11.8 billion in capital funding for 13 school and community college districts across the state. This includes work we did to help the Los Angeles Community College District pass a \$5.3 billion bond, the largest ever passed by any community college district in the country. Additionally, we are proud to have worked on successful bond measure campaigns in the following districts in 2022: **Cerritos CCD**, **College of the Sequoias CCD**, **Forestville USD**, **Little Lake City SD**, **Long Beach USD**, **Oakland USD**, **Pleasanton USD**, **Ravenswood CSD**, **Rialto USD**, **San Diego USD**, **Santa Rita USD**, **Selma USD**, **Twin Rivers USD**, and **Wiseburn USD**.

In addition to testing core concepts such as bond measure viability, voters' tax tolerance, optimal election timing, and voters' sense of a District's financial needs, our bond measure research works to achieve four key objectives:

- Quantitatively test voters' sense of urgency and priority for dozens of potential projects and expenditures, and then works collaboratively with District legal counsel to draft a 75-word ballot label that meets legal requirements while emphasizing as many of your voters' top priorities as possible.
- Assess the relative efficacy of a range of non-advocacy, public education statements to identify which themes and information will resonate most with voters in the context of public outreach efforts.
- Test the impact of finance measure opponents' potential criticisms to provide the District a quantitative assessment of which opposition arguments may be most damaging to a bond measure's standing among the electorate.
- Learn which sources voters use to get information about the District, and which public figures and organizations would prove the most credible as messengers about the District's bond measure.

## Statewide Education Funding Experience

FM3's experience with public opinion research for local school funding issues has also secured voter approval for seven statewide school bonds to provide more than \$34 billion in capital improvement funds for California's local schools and community colleges.

FM3 has also served as the lead research firm for the Coalition for Adequate School Housing (C.A.S.H.) for more than two decades. One particularly significant project we worked on with C.A.S.H., as well as the California Building Industry Association (C.B.I.A.) and others, was the successful statewide effort to pass Proposition 51, a \$9 billion statewide K-12 and community college bond, in the November 2016 Presidential Election.

Currently, we are also working with C.A.S.H. and C.B.I.A. to conduct polling on a \$14 billion statewide K-12/community college measure for the November 2024 election. Being on the ballot at the same time as a statewide measure is beneficial for local school bond measures because it is a time when the state is actively communicating with constituents about the needs of school districts and the importance of funding educational institutions.

## Regional Experience

FM3 has extensive experience in Sacramento County, having provided both countywide research and conducted surveys and focus groups in individual cities on ballot measures, community satisfaction, candidates running for office, and on local policy issues. As previously mentioned, FM3's research contributed to the passage of **San Juan USD's Measure P**, a \$750 million bond measure, in November 2016. Additionally, in 2019 we conducted research for **Los Rios Community College District**, whose electorate overlaps the electorate of San Juan USD.

Additional past public regional clients have included other school and community college districts such as the **Natomas Unified School District** and **River Delta Joint Unified School District**; **Sacramento County**, for which we most recently contributed research to a successful housing measure in November 2022; the **Sacramento Regional Water Authority (RWA)**; the **Sacramento County Flood Control Agency (SAFCA)**; the **Sacramento Area Council of Government (SACOG)**; the **Consumnes Community Services District**; and the cities of **Sacramento, Citrus Heights, Galt, Folsom, and Rancho Cordova**.

FM3 has also provided research for local and regional nonprofits in the Sacramento region including **Kaiser Permanente**, **Sutter Health**, the **California Endowment**, the **California Executives Alliance**, and the **California Wellness Foundation**, as well as for major for-profit companies such as **PG&E**.

## 3 PROPOSED APPROACH AND ESTIMATED COSTS

### Research Specifications

For this project, FM3 recommends conducting a 15- to 20-minute dual-mode (telephone and online) survey among a randomized sample of 500-600 likely November 2024 voters within your community. When we conducted research for San Juan USD in 2016, the sample size for our baseline survey was 600, and we recommend using the same sample size this time.

Additionally, in our 2016 baseline research we conducted telephone interviews in both English and Spanish, so we are offering that as an option for this survey, as well. (Only approximately 10% of likely November 2024 voters are Latino; therefore, we do not feel it is necessary to conduct interviews in Spanish, unless the District prefers to do so.)

We recommend utilizing three different contact methods (telephone calls, emails, and text messages) to provide an array of ways for potential respondents to participate in the survey. Providing multiple forms of contact also helps us engage historically disadvantaged communities that may not have adequate broadband access and/or access to computers or smart phones. Additionally, different demographic groups often have varying communication preferences—some may be more likely to answer a phone call than open an email or text message, and vice versa.

### Description of Methodology

The research process will begin with an initial kickoff meeting between FM3 and your project team. This meeting will provide an opportunity for an extensive review of relevant background information and context, as well as a detailed discussion of your objectives for the project.

In designing a survey questionnaire for the District, FM3 will draw from its knowledge of public opinion survey methodology; our comprehensive review of the District's past survey research (including tracking past questions when appropriate); your current and future objectives and needs; and our own vast library of research on

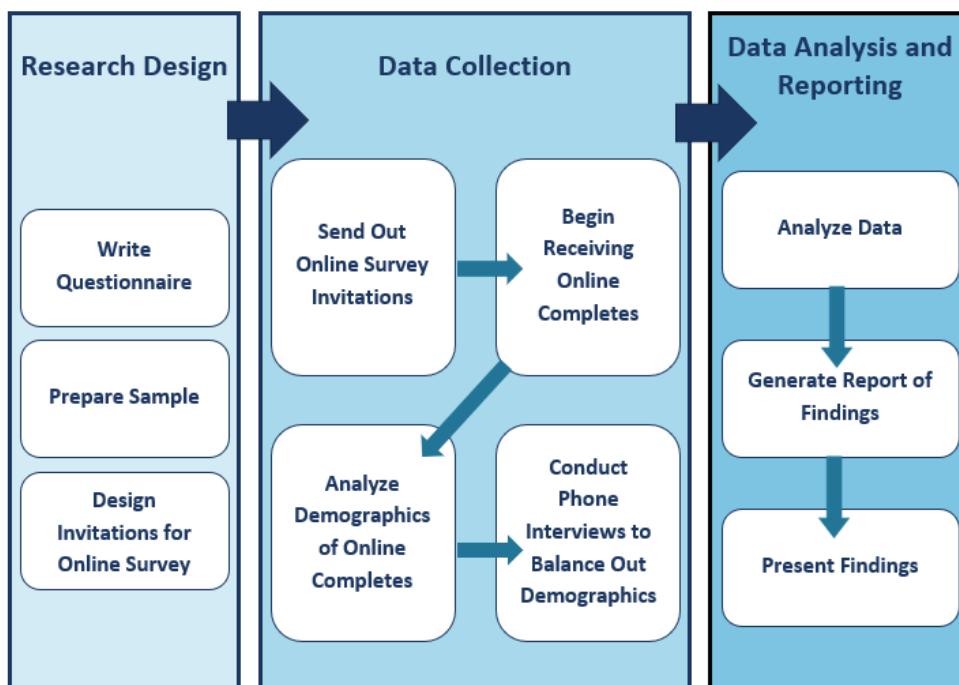
<b>Methodology</b>	Dual-mode survey using a combination of telephone and online interviews
<b>Respondent Contact Method</b>	Telephone calls, email invitations, and text invitations
<b>Population &amp; Sample</b>	500-600 likely November 2024 voters within San Juan USD
<b>Margin of Sampling Error*</b>	±4.4% for a sample of 500 ±4.0% for a sample of 600 <small>*At the 95% confidence level (i.e., in 95 out of 100 cases)</small>
<b>Questionnaire</b>	15-20 minutes
<b>Languages</b>	English and Spanish (optional)

education funding measures. We will proceed through several drafts, incorporating feedback from your team before each revision, to develop a research instrument that will successfully obtain all the desired information. Among other questions, the survey will likely test:

- Basic awareness of the District;
- Attitudes about its job performance and need for additional funding;
- The viability of a bond measure based on a hypothetical 75-word title and summary;
- Relative support at different bond amounts/tax rates;
- The prioritization of various uses of potential bond funds;
- Informational messages that could help voters understand the value of the bond measure; and
- The vulnerability to common opposition themes.

FM3 will then construct a sample by pulling a random list of voters from the voter file. Based upon the final sample specifications, FM3 will set a target number of interviews to be completed online. We will then send out email invitations to everyone with a valid email address. Within several days of the initial invitation distribution, we will examine the demographic and geographic characteristics of the online completes and then begin conducting telephone interviews to balance out the sample and target underrepresented subgroups. Additionally, we will send out a number of text invitations to help reach the overall target number of online completes and complement the other contact methods.

Once the survey is complete, FM3 will generate a detailed report of the survey results in a PowerPoint presentation, including demographic breakouts and summaries of key findings. These results are typically presented in draft format to the client team and then further refined based upon feedback from that group. A version of this presentation will also be developed in a format suitable for FM3 to present in a public forum.



## Deliverables

Upon conclusion of the survey project, the District will have received from FM3 each of the documents listed below. All documents can be provided in hard copy or electronic form (or both), depending on your preference.

- ✓ **Final survey questionnaire**
- ✓ **Topline survey results**
- ✓ **Verbatim answers to any open-ended questions**
- ✓ **PowerPoint presentation** (including key findings, results, conclusions, and actionable recommendations)
- ✓ **Presentations of results to staff, board members, or other stakeholders** (in person if desired)

Finally, after FM3's final deliverables have been completed, we will remain available to answer follow-up questions and to present results to additional key stakeholders. We view the responses to the survey as an ongoing data resource; if needed, FM3 can conduct further analysis to provide answers to any follow-up questions that may arise.

## Estimated Costs

The chart below contains the total estimated costs for this research (in English only). These prices are comprehensive and include all costs for questionnaire design, sample acquisition and preparation, programming, survey invitations, survey hosting, telephone interviewing, data entry and analysis, and reporting.

If the District wishes to conduct telephone interviews in Spanish, as well, there will be an additional cost of \$2,500.

Survey Length	500 Interviews	600 Interviews
15 minutes	\$34,250	\$37,750
20 minutes	\$38,250	\$42,250

## 4 STAFF BIOS

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### **John Fairbank, FM3 Partner**

As a founding partner of Fairbank, Maslin, Maullin, Metz & Associates, John Fairbank has 35+ years of experience in public opinion research and policy analysis, specializing in ballot measures and advising candidates on national, state, and local levels. He has consulted for clients in the areas of government, politics, education, business, nonprofits, and labor.



John has been involved as the principal voter opinion researcher and strategic advisor helping K-12 and community college districts win voter approval for 200+ parcel tax and bond measures, which have provided more than \$76 billion in funding for school construction and academic improvements in dozens of K-12 and community college districts.

Notably, John led FM3's past research for San Juan USD in 2016. His other clients have ranged from among the smallest school and community college districts in the state to the largest and include:

<b>Alhambra USD</b>	<b>Delano UESD</b>	<b>Kern CCD</b>	<b>Mt. San Antonio CCD</b>	<b>River Delta JUSD</b>
<b>Burbank USD</b>	<b>Del Mar USD</b>	<b>Kern HSD</b>	<b>North Orange County CCD</b>	<b>Riverside USD</b>
<b>Caruthers USD</b>	<b>Dinuba USD</b>	<b>Lake Elsinore USD</b>		<b>San Diego USD</b>
<b>Central ESD</b>	<b>Downey USD</b>	<b>Long Beach USD</b>	<b>Ocean View ESD</b>	<b>Sanger USD</b>
<b>Central USD</b>	<b>Duarte USD</b>	<b>Manhattan Beach USD</b>	<b>Paramount USD</b>	<b>State Center CCD</b>
<b>Cerritos CCD</b>	<b>EI Monte UHSD</b>	<b>Merced CCD</b>	<b>Pasadena USD</b>	<b>Sweetwater UHSD</b>
<b>Chaffey Joint UHSD</b>	<b>Fresno USD</b>	<b>MiraCosta CCD</b>	<b>Perris ESD</b>	<b>Twin Rivers USD</b>
<b>Clovis USD</b>	<b>Hemet USD</b>	<b>Modesto CSD</b>	<b>Placer UHSD</b>	<b>Whittier UHSD</b>
<b>Coast CCD</b>	<b>Hesperia USD</b>	<b>Montebello USD</b>	<b>Redlands USD</b>	<b>Yosemite CCD</b>

Additionally, John has led all FM3's research for C.A.S.H. and C.B.I.A., including the research our firm is currently conducting related to a \$14 billion statewide education bond on the 2024 ballot.

John has also worked as a consultant for both business and non-profit sectors. He has worked for many leading companies and organizations including the **Walt Disney Company**, **NBC/Universal**, **Airbnb**, and **Mercury Insurance**. In the nonprofit sector, John has advised such organizations as **The Nature Conservancy**, the **Trust for Public Land**, the **League of California Cities**, the **California Association of Realtors**, **California's Coalition for Adequate School Housing (C.A.S.H.)**, the **Building Industry Association of California**, and the **California School Boards Association**.

**Education:** John graduated from UCLA and serves as a Senior Fellow at the UCLA Luskin School of Public Affairs.

## **Lucia Del Puppo, Senior Vice President**

Since joining FM3 in 2015, Lucia has provided research on public attitudes toward investing in early childhood education and youth programs in communities throughout California and the West Coast; public opinion on food policy and nutrition issues such as sugar-sweetened beverages, food insecurity and access to benefits, and school meals; and support for anti-tobacco policies.



Notably, Lucia worked with John on FM3's 2016 research for San Juan USD. She has also conducted research informing an array of education finance measures in other school districts across California, including:

**Barstow USD**  
**Firebaugh Las Deltas USD**  
**Grass Valley USD**  
**Livermore Valley Joint USD**

**Lodi USD**  
**Natomas USD**  
**Oakland USD**

**Ontario-Montclair USD**  
**Ravenswood CSD**  
**Tahoe Truckee USD**

Lucia also provided research for El Paso Independent School District's largest-ever school bond, in addition to research for successful measures in the Chabot-Las Positas Community College District and Foothill De Anza Community College District. Furthermore, Lucia has conducted extensive work on public attitudes towards and messaging on early childhood education in California, public perceptions of childcare issues, voters' willingness to publicly fund childcare, and public support for cradle-to-career programs supporting at-risk youth in Oakland.

Lucia's prior experience includes providing policy research for the San Francisco Human Services Agency and the San Francisco Planning Department, as well as working as a systems and management consultant for federal agencies at Accenture.

**Education:** Lucia received a Master of Public Policy (MPP) degree from the Goldman School of Public Policy at UC Berkeley and a Bachelor of Science degree in decision science from Carnegie Mellon University.

## 5 CONTACT INFORMATION

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Thank you for taking the time to review our proposal. Please feel free to contact us with any questions.



FAIRBANK, MASLIN,  
MAULLIN, METZ  
& ASSOCIATES

**John Fairbank**  
Partner

[John@FM3Research.com](mailto:John@FM3Research.com)  
(310) 463-2230 (cell)

**Lucia Del Pupo**  
Senior Vice President

[Lucia@FM3Research.com](mailto:Lucia@FM3Research.com)  
(510) 451-9521

**Fairbank, Maslin, Maullin, Metz & Associates**  
12100 Wilshire Blvd., Suite 350  
Los Angeles, CA 90025  
[www.fm3research.com](http://www.fm3research.com)

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

**AGENDA ITEM:** I-4

**MEETING DATE:** 11/14/2023

**SUBJECT:**

Proposed Fee Restructure for Fee-Based Early Childhood Education (ECE) Programs

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

**DEPARTMENT:**

Early Childhood Education

**ACTION REQUESTED:**

The superintendent is recommending that the board approve the proposed fee restructure for fee-based ECE programs, including Discovery Club and Early Learning Academy (ELA).

**RATIONALE/BACKGROUND:**

The Discovery Club program and Early Learning Academy program are the two fee-based programs within the Early Childhood Education department.

Discovery Club is a year-round extended learning and enrichment program providing childcare before and after school and through the summer months. Discovery Club has 41 classrooms across 25 school sites currently serving 1,329 students.

The Early Learning Academy serves students who are 2 years and 9 months through 5 years of age and is located at Choices Charter School. This is a year-round program that provides developmental support to a class of 24 students. The goal of the Early Learning Academy is to provide an environment of success where children develop skills which will enable them to interact collaboratively, think creatively, and become the problem solvers of the 21st century.

Both programs have experienced financial deficit spending since 2019-20 due to a combination of increased operating expenditures and a state required freeze on collection of payments from parents due to the COVID-19 pandemic. To support the fiscal solvency of these programs, ECE strives to implement cost reduction efforts with the least amount of impact to staff and families.

Through Expanded Learning Opportunities Program (ELO-P) ongoing funds, the district can avoid an immediate increase in Discovery Club Program fees. For the Early Learning Academy program, staff propose a 16% fee increase effective July 1, 2024, and a 3% increase annually thereafter to keep up with inflation. With these increases, cost comparisons show that the Early Learning Academy fees remain significantly lower than other preschool programs in Sacramento County. The ELA program does not qualify for the ELO-P funds at this time. Should the ages of target students change in the ELO-P guidelines to include preschool, staff will reassess.

**ATTACHMENT(S):**

- A: Proposed Discovery Club Fee Schedule
- B: Proposed Early Learning Academy Fee Schedule

**BOARD COMMITTEE ACTION/COMMENT:**

N/A

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 10/16/2023, 11/06/2023

Board of Education: 10/24/2023 (Public Hearing/Discussion)

**FISCAL IMPACT:**

Discovery Club

Current Budget: \$7,563,499.00Additional Budget: <\$784,696.00>Funding Source: Parent Fees

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

Current Year Only  On-going **LCAP/STRATEGIC PLAN:**Goal: 1, 2 Focus: N/AAction: N/AStrategic Plan: 1,2

## Early Learning Academy

Current Budget: \$253,182.00Additional Budget: \$38,593.00Funding Source: Parent Fees

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

Current Year Only  On-going Goal: 1, 2 Focus: N/AAction: N/AStrategic Plan: 1,2**PREPARED BY:** Lisa Teal, Program Manager, Early Childhood Education**APPROVED BY:** Amberlee Townsend-Snider, Assistant Superintendent, Elementary Education and Programs  
Amy L. Slavensky, Ph.D., Interim Deputy Superintendent, Schools and Student Support *AS*  
Melissa Bassanelli, Superintendent of Schools *MB* ATS

San Juan Unified School District  
EARLY CHILDHOOD EDUCATION

**Proposed Discovery Club Fee Schedule**  
Effective July 1, 2024

Hours Contracted per Week	Monthly Fee
1-10	\$255
11-15	\$315
16-20	\$375
21-25	\$435
26-30	\$495
31-35	\$555
36-40	\$615
41+	\$690

Siblings Hours per Week	Monthly Fee
1-10	\$204
11-15	\$252
16-20	\$300
21-25	\$348
26-30	\$396
31-35	\$444
36-40	\$492
41+	\$552

**Additional Fees**

Sibling Discount – 20%

Annual Enrollment Fee - \$83

Extra Hours - \$10 per Hour

Drop-In (School Days - available on a limited basis) - \$50 per Day Drop-In (Non-school Days-available on a limited basis) - \$75 per Day

Five Days Vacation Credit

Late Payment Fee - \$25

Returned Check Fee - \$25



San Juan Unified School District EARLY CHILDHOOD EDUCATION

## **Early Learning Academy**

### **Proposed Fee Schedule**

Registration Fee (Annual) - \$83.00

Parent Support Fee - \$72.00

Monthly Fees - \$960.00 per child

Late Payment Fee - \$25.00

Non-Sufficient Funds Fee - \$25.00

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

**AGENDA ITEM:** I-5

**MEETING DATE:** 11/14/2023

**SUBJECT:** Set Annual Organizational Meeting

**CHECK ONE:**

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

**DEPARTMENT:** Administration

**ACTION REQUESTED:**

The superintendent is recommending that the board set Tuesday, December 12, 2023, at 6:30 p.m., as the date and time for the annual organizational meeting.

**RATIONALE/BACKGROUND:**

Under the provisions of Education Code section 5017, the governing board is required to set an annual organizational meeting between December 8, 2023, and December 20, 2023. The Sacramento County Office of Education will be notified of the day and time selected.

**ATTACHMENT(S):**

N/A

**BOARD COMMITTEE ACTION/COMMENT:**

N/A

**PREVIOUS STAFF/BOARD ACTION:**

Superintendent's Cabinet: 11/06/2023

**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

**APPROVED BY:** Melissa Bassanelli, Superintendent of Schools *M.B.*

:sc

**SAN JUAN UNIFIED SCHOOL DISTRICT  
TENTATIVE BOARD AGENDA ITEMS  
2023-2024**

**DECEMBER 12**

Board Reception/Swearing-In (*before board meeting*)

Annual Organizational Meeting – A	Board
2022-2023 Audit Report – A	Blandford
2023-2024 First Interim & Budget/Financial Status Report – A	Blandford
Issuance of Measure P General Obligation Bonds – A	Blandford/Camarda
Graduation Requirements – D	Schnepf
*Adult Education Course Approval – A	Schnepf
*Minimum Wage Increase (Short Term, Temporary) – A	Toto

**JANUARY 9**

Workshop: The Brown Act, Board Governance, Governance Handbook – D	Gaddis
Innovative School Update – R	Townsend-Snider
Universal Prekindergarten Planning and Implementation Update – R	Townsend-Snider
Graduation Requirements – A [Discussed 12/12/23]	Schnepf
Williams Complaint Report – R	Gaddis
Annual Policy Review – D	Gaddis
BP 3430     Investing and Debt Management	
BP 5116.1   Intradistrict Open Enrollment	
BP 6145     Extracurricular/Cocurricular Activities	
BP 6020     Parent Involvement	
*Resolution: Emergency Contracting – A	TBD
*Resolution: Authorized Signature - Power to Contract on Behalf of the District – A	TBD
*Resolution: Delegating Signature Authorization to the Superintendent – A	TBD

**JANUARY 23**

Recognition: 2024 Classified Employees of the Year – A	Toto
Recognition: National School Counseling Week (Feb. 5-9) – A	Schnepf
Family and Community Engagement Update – R	Allen
Bond Program Update – R	Camarda
*Annual Policy Review – A [Discussed 01/09/24]	Gaddis
BP 3430     Investing and Debt Management	
BP 5116.1   Intradistrict Open Enrollment	
BP 6145     Extracurricular/Cocurricular Activities	
BP 6020     Parent Involvement	
*School Accountability Report Cards (SARCs) – A	Slavensky
*LCAP Federal Addendum Annual Revision – A	Calvin
*Continued Funding Application CSPP & CCTR – A	Townsend-Snider
*Early Head Start/Head Start Year 1 Budget Mod/Carryover Funds – A	Townsend-Snider
*Resolution: Federal Surplus Property Participation Renewal – A	TBD

**FEBRUARY 13**

Public Hearing: Camp Winthers Fee Increase – D	Schnepf
Mid-Year LCAP Update 2023-2024 – R	Slavensky
Choices Charter School Mid-Year LCAP Update 2023-2024 – R	Ginter
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – D	Toto
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated ECE) – D	Toto
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – D	Toto
Notice of Intent to Reduce Classified Positions – D	Toto
*EHS/HS Year 2 Budget Carryover Funds – A	Townsend-Snider

**FEBRUARY 27**

Recognition: Arts Education Month (March) – A	Slavensky
Recognition: National School Social Work Week (Mar. 3-9) – A	Calvin
Instructional Materials Update – R	Slavensky
2023-2024 Second Interim Budget Report – R	TBD
Camp Winthers Fee Increase – A [Discussed 02/13/24]	Schnepp
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – A [Discussed 02/13/24]	Toto
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated ECE) – A [Discussed 02/13/24]	Toto
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – A [Discussed 02/13/24]	Toto
Resolution: Notice of Intent to Reduce Classified Positions – A [Discussed 02/13/24]	Toto
2024 CSBA Delegate Assembly Election – A	Board

**MARCH 19** (*3rd Tuesday*)

Elevating Youth Voice – R	Calvin
District K-12 Mathematics Update – R	Slavensky
Nutrition Services Update – R	Camarda
*Resolution: Election Order – A	Board
*2024-2025 Transportation Plan – A	Camarda
*Head Start and Early Head Start Grant Application 2022-2023 – A	Townsend-Snider
*Audit Report for Measures J, N, P and S – A	TBD

**APRIL 9**

Recognition: Week of the Young Child (Apr. 1-5) – A	Townsend-Snider
Recognition: School Bus Driver's Appreciation Day (Apr. 23) – A	Toto
Instructional Materials Adoptions – D	Slavensky
New High School Courses – D	Slavensky
Williams Complaint Report – R	Gaddis
Proposed Board Meeting Dates for 2024-2025 – A	Board

**APRIL 23**

Recognition: California Day of the Teacher (May 8) – A	Toto
Recognition: National Nurses Week and National School Nurse Day (May 6-12 & May 8) – A	Calvin
Expanded Learning Opportunities Update (Secondary) – R	Schnepp
Technology Update – R	Skibitzki
Safety and Safe Schools Update – R	Allen
*Instructional Materials Adoptions – A [Discussed 04/09/24]	Slavensky
*New High School Courses – A [Discussed 04/09/24]	Slavensky

**MAY 14**

Recognition: National Speech Pathologist Day (May 18) – A	Calvin
Recognition: Classified School Employee Week (May 19-25) – A	Toto
English Learner Update – R	Calvin
Expanded Learning Opportunities Update (Elementary) – R	Townsend-Snider
Hearing Officer's Recommendation-2024 RIF (if applicable) – A	Gaddis
*Approval of CTE 2024 Advisory Committee Roster – A	Schnepp
*Head Start/Early Head Start COLA Funding Allocation 2024-2025 – A	Townsend-Snider
*Resolution: CSPP Continued Funding Application Designated Personnel 2024-2025 – A	Townsend-Snider

**MAY 28**

Recognition: National Science Bowl (if applicable) – A	Schnepp
Recognition: Science Olympiad (if applicable) – A	Schnepp
Recognition: Academic Decathlon (if applicable) – A	Schnepp
Expanded Learning Opportunities Program (ELO-P) Update – R	Calvin
*Head Start/Early Head Start Contract Resolution FY 2024-2025 – A	Townsend-Snider

**JUNE 11**

Public Hearing: LCAP – D	Slavensky
Public Hearing: LCAP Choices Charter School – D	Ginter
Public Hearing: Adoption of the 2024-2025 Budget – D	TBD
Temporary Interfund Borrowing of Cash – A	TBD
Early Literacy Support Block Grant Annual Report – R	Townsend-Snider
*CIF Superintendent Designation of Representatives 2024-2025 – A	Schnepf
*ECE Program Self-Evaluation for CDE – A	Townsend-Snider

**JUNE 25**

California School Dashboard Local Indicators – R	Slavensky
LCAP – A [Public Hearing 06/11/24]	Slavensky
Choices Charter School California School Dashboard Local Indicators – R	Ginter
LCAP Choices Charter School – A [Public Hearing 06/11/24]	Ginter
Adoption of the 2024-2025 Budget – A [Public Hearing 06/11/24]	TBD
*2023-2024 Actuarial Report (OPEB) – A	TBD
*Charter School 2022-2023 Audit Reports (AAT, CMP, GIS, GV, OFY, VIE) – A	TBD
*2024-2025 School Plan for Student Achievement (SPSAs) – A	Calvin

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