

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION

Regular Meeting  
March 14, 2012  
5:30 p.m. – Closed Session; 6:30 p.m. – General Session  
Support Services Center  
2560 Skyway Drive, Santa Maria, CA 93455

The Santa Maria Joint Union High School District mission is to provide all students with an enriching high school experience that strives to enhance students' natural abilities, to promote the development of new capabilities, and to encourage the lifelong pursuit of wisdom and harmony as productive individuals in their community.

*Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the District can be inspected at the above address during normal business hours.*

*Individuals who require special accommodations including, but not limited to, American Sign Language interpreter, accessible seating or documentation in accessible formats should contact the superintendent or designee within a reasonable time before the meeting date.*

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<b>II.</b>	<b>Closed Session Public Comments</b>	1
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	B. Certificated and Classified Personnel Actions. The Board will be asked to review and approve routine hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources. <i>Appendix A (Classified, Certificated)</i>	1
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	E. Update on Pending Litigation – Developer Fees	2
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	Unless otherwise announced, the next regular meeting will be held on April 4, 2012, with a closed session at 5:30 p.m. and open session at 6:30 p.m. at the Santa Maria Joint Union High School District Support Services Center at 2560 Skyway Drive, Santa Maria, CA 93455	13
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CSBA

## PROFESSIONAL GOVERNANCE STANDARDS

Adopted by the Santa Maria Joint Union High School District April 11, 2001

### THE BOARD

School districts and county offices of education are governed by boards, not by individual trustees. While understanding their separate roles, the board and superintendent work together as a “governance team.” This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

#### To operate effectively, the board must have a unity of purpose and:

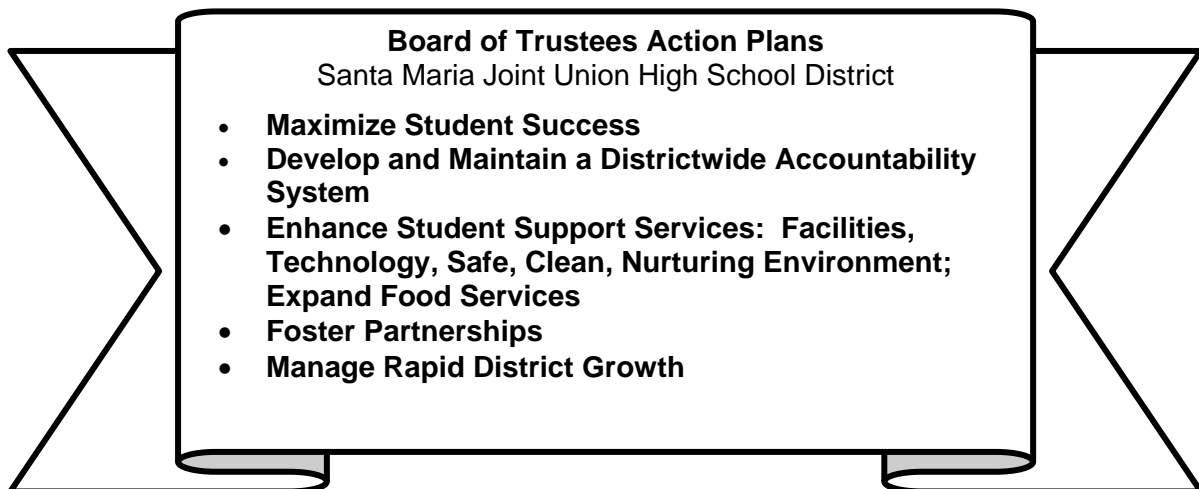
- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take collective responsibility for the board’s performance.
- Periodically evaluate its own effectiveness.
- Ensure opportunities for the diverse range of views in the community to inform board deliberations.

### THE INDIVIDUAL TRUSTEE

In California’s public education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

#### To be effective, an individual trustee:

- Keeps learning and achievement for all students as the primary focus.
- Values, supports and advocates for public education.
- Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community.
- Acts with dignity, and understands the implications of demeanor and behavior.
- Keeps confidential matters confidential.
- Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
- Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff.
- Understands that authority rests with the board as a whole and not with individuals.



## THE BOARD'S JOBS

The primary responsibilities of the board are to set a direction for the district, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the district and public education. To fulfill these responsibilities, there are a number of specific jobs that effective boards must carry out.

### Effective boards:

- Involve the community, parents, students and staff in developing a common vision for the district focused on learning and achievement and responsive to the needs of all students.
- Adopt, evaluate and update policies consistent with the law and the district's vision and goals.
- Maintain accountability for student learning by adopting the district curriculum and monitoring student progress.
- Hire and support the superintendent so that the vision, goals and policies of the district can be implemented.
- Conduct regular and timely evaluations of the superintendent based on the vision, goals and performance of the district, and ensure that the superintendent holds district personnel accountable.
- Adopt a fiscally responsible budget based on the district's vision and goals, and regularly monitor the fiscal health of the district.
- Ensure that a safe and appropriate educational environment is provided to all students.
- Establish a framework for the district's collective bargaining process and adopt responsible agreements.
- Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state and federal levels.

## THE SUPERINTENDENT:

- Promotes the success of *all* students and supports the efforts of the Board of Trustees to keep the district focused on learning and achievement.
- Values, advocates and supports public education and all stake holders.
- Recognizes and respects the differences of perspective and style on the Board and among staff, students, parents and the community — and ensures that the diverse range of views inform board decisions.
- Acts with dignity, treats everyone with civility and respect, and understands the implications of demeanor and behavior.
- Serves as a model for the value of lifelong learning and supports the Board's continuous professional development.
- Works with the Board as a "governance team" and assures collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture.
- Recognizes that the board/superintendent governance relationship is supported by the management team in each district.
- Understands the distinctions between board and staff roles, and respects the role of the Board as the representative of the community.
- Understands that authority rests with the Board as a whole; provides guidance to the Board to assist in decision-making; and provides leadership based on the direction of the Board as a whole.
- Communicates openly with trust and integrity including providing all members of the Board with equal access to information, and recognizing the importance of both responsive and anticipatory communications.
- Accepts leadership responsibility and accountability for implementing the vision, goals and policies of the district.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION**

**Regular Meeting  
March 14, 2012**

**Support Services Center  
2560 Skyway Drive, Santa Maria, California 93455**



**5:30 p.m. Closed Session/6:30 p.m. General Session**

*The Santa Maria Joint Union High School District mission is to provide all students with an enriching high school experience that strives to enhance students' natural abilities, to promote the development of new capabilities, and to encourage the lifelong pursuit of wisdom and harmony as productive individuals in their community.*

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**I. Open Session**

Call to Order

**II. Public Comments on Closed Session Items**

At this time any member of the public may address the Board concerning the Closed Session Items. Testimony is limited to three minutes each person and fifteen minutes each topic. The Board President will, if appropriate, direct administration to respond in writing.

**III. Adjourn to Closed Session**

Note: The Board will consider and may act upon any of the following items in closed session. They will report any action taken publicly at the end of the closed session as required by law.

- A. Student Matters – Education Code Sections 35146 & 48918. The Board will review proposed expulsions/suspended expulsion(s) and/or and requests for re-admission. *NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.*
- B. Certificated and Classified Personnel Actions. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources.

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- C. Conference with Labor Negotiators. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).
- D. Superintendent Evaluation/One Year Contract Extension – No change to terms or conditions.
- E. Update on Pending Litigation – Developer Fees

### **IV. Reconvene in Open Session**

Call to Order/Flag Salute

### **V. Announce Closed Session Actions**

The Board will announce the following actions:

- A. Student Matters – Education Code Sections 35146 & 48918. The Board will review proposed expulsions/suspended expulsion(s) and/or and requests for re-admission. *NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.*
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- D. Superintendent Evaluation/One Year Contract Extension – No change to terms or conditions.
- E. Update on Pending Litigation – Developer Fees

### **VI. Recognition**

- A. Language Trainer Induction – Ellen Miller

### **VII. Items Scheduled for Information**

- A. Superintendent's Report
  - 1. AB 1330 Information
  - 2. Report of Mid-Year Evidence of Progress – LEA Plan
- B. Principal Reports – Debrief of March 2<sup>nd</sup> Professional Development Day

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- C. Student Reports: Marianna Zepeda-Cedeno, Delta; Lupe Garcia, Santa Maria; Stephany Rubio, Pioneer Valley; and Alex McKinney, Righetti.
- D. Reports from Employee Organizations
- E. Board Member Reports

**VIII. Items Scheduled for Action**

**A. General**

1. Board Policies

The administration has reviewed the following amended or new Board Policies/Administrative Regulations, aligned with California School Boards Association updates, which are provided as education code and laws change.

The sections of proposed amendments are presented in Appendix C for the board's review and adoption. These policies/regulations will be included in the existing sections upon adoption.

**Instruction – Series 6000**

High School Graduation Requirements (Revised)	BP/AR 6146.1
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Student Use of Technology	BP/AR 6163.4
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**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the proposed Board Policies/Administrative Regulations as listed above and presented in Appendix C.**

**Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_**

**B. Business**

1. 2011/12 Second Interim Report

California Education Code section 42130 *et seq* requires each school district to prepare and submit interim reports detailing the financial and budgetary status, to the County Office of Education. The Second Interim Report shall cover the period from July 1, 2011 to January 31, 2012, and be approved by the Board of Education no later than 45 days after the close of this period.

The Board shall certify in writing that the district can meet its financial obligations for the remainder of the fiscal year, based on current forecasts

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and assumptions, and for the subsequent two fiscal years. This certification is subject to review and confirmation by the County Office of Education.

Based upon current projections contained in the Report, the certification shall be classified as:

- 1) Positive Certification, indicating that the district can meet its financial obligations for the current and subsequent two years, or
- 2) Qualified Certification, indicating that the district may not be able to meet its financial obligations for the current year or the subsequent two years, or
- 3) Negative Certification, indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

A summary of the report is contained in Appendix E; the full report in accordance with the state-adopted Standards and Criteria and which are posted on the District website at

<http://images.pcmac.org/Uploads/SantaMaria/SantaMaria/Sites/News/Documents/2011-12%202nd%20Interim%20Revised%20Budget.pdf>.

**Since the District last revised its budget in December 2011, it has been subjected to the “trigger” cut provisions contained in the State’s Adopted Budget for 2011-12. This has resulted in a loss of Revenue Limit income in the amount of \$475,546. Taking into account adjustments to other items of income and expense, this Second Interim Report reflects an overall decrease of \$513,173 in the District’s ending fund balance since the First Interim Revised Budget.**

**Furthermore, there remains an on-going structural deficit in the District’s budget of approximately \$2 million. So while the undesignated/unappropriated fund balance of approximately \$5 million gives the District “breathing room” to address the structural deficit, it is only for the next two years. As of the date of this posting, the District is able to file a “Positive Certification”.**

*Finally, it must be noted that the Governor’s January Budget proposal again contains “trigger language” that could result in mid-year cuts to the District in the 2012/13 budget year – cuts that could be as much as \$2.6 million. Such a cut would necessitate the District take urgent action to make on-going reductions in the District’s expenditure budget.*

**\*\*\* IT IS RECOMMENDED THAT the Board of Education adopt a Positive Certification for the Second Interim Report for fiscal year 2011/12 as shown in Appendix E.**



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**Moved \_\_\_\_\_**

**Second \_\_\_\_\_**

**Vote \_\_\_\_\_**

2. Authorization to Make Budget Revisions

Income and expenditures have been updated in accordance with revenues, grant awards, personnel and other expenditure adjustments. The working budget, as shown in the Projected Year Totals column of the 2011/12 Second Interim Report has been adjusted to reflect these changes.

Resolution Number 10-2011-2012 authorizes these revisions.

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve Resolution Number 10-2011-2012 authorizing budget changes as identified in the 2011/12 Second Interim Report.**

**Moved \_\_\_\_\_**

**Second \_\_\_\_\_**

**A ROLL CALL VOTE IS REQUIRED:**

<b>Dr. Garvin</b>	_____
<b>Dr. Karamitsos</b>	_____
<b>Dr. Reece</b>	_____
<b>Dr. Walsh</b>	_____
<b>Mr. Tognazzini</b>	_____

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**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**RESOLUTION NUMBER 10-2011-2012**

**AUTHORIZATION FOR BUDGET REVISIONS**

**WHEREAS**, the Board of Education adopted its budget on June 15, 2011 for the fiscal year 2011/2012; subsequently revised the budget on December 14, 2011; and

**WHEREAS**, income will be received and expenditures in certain classifications will be required in excess of amounts budgeted therefore; and

**WHEREAS**, Education Code Section 42602 authorizes that the Board may budget and use any unbudgeted income provided during the fiscal year; and

**WHEREAS**, Education Code Section 42600 authorizes that transfers may be made from the designated fund balance or the unappropriated funds balance to any expenditure classification or between expenditure classifications at any time by written resolution of the district governing board;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Education of the Santa Maria Joint Union High School District hereby authorizes budget revisions be made as reflected in the 2011/2012 Second Interim Report.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of March 14, 2012 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Clerk/President/Secretary of the Board of Education  
Santa Maria Joint Union High School District

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3. Inflationary Increase of Developer Fees – Level I

Legislation (AB 2926 Sterling, passed in October 1986) authorized public school districts to levy fees to assist in mitigating impact of facilities due to the growth in student populations from new construction and expansion of residential properties within district boundaries. The State Allocation Board (SAB) approved an inflationary increase to the fees at their January 2012 Board meeting.

<u>Type of Development</u>	<u>SAB Approved Rates</u>	<u>Previous SAB Rates</u>	<u>Change</u>	<u>Prior District Split</u>	<u>NEW District Split</u>
Residential	\$3.20	\$2.97	\$ .23	\$ .91	\$ .98
Commercial/Industrial	\$ .51	\$ .47	\$ .04	\$ .14	\$ .16

Resolution Number 11-2011-2012 presented as Appendix D authorizes the district to adjust the developer fees for residential, commercial and industrial properties pursuant to Government Code Section 65995. Exhibit A of the resolution is the district’s Developer Fee Justification Study, dated March 1, 2012. Exhibit B of the resolution is a sample of the fee split agreement that the district has with four of our feeder elementary districts: Blochman, Guadalupe, Orcutt, and Santa Maria-Bonita and a fee split schedule.

**A PUBLIC HEARING IS REQUIRED AT THIS TIME**

\*\*\* **IT IS RECOMMENDED THAT the Board of Education approve Resolution Number 11-2011-2012 increasing the School Developer Fees – Level I, per State Allocation Board approved rates, to be effective May 14, 2012.**

**Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_**

4. Award of Bid for Santa Maria Joint Union High School District – Enterprise Network Services Project #2012A

District administration will open bids on March 14, 2012 for the Santa Maria Joint Union High School District – Enterprise Network Services Project #2012A. The bid recap and administrative recommendation will be presented at the meeting.

\*\*\* **IT IS RECOMMENDED THAT the Board of Education award the bid for the Santa Maria Joint Union High School District – Enterprise Network Services Project No. 2012A as presented and recommended by administration.**

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**Moved \_\_\_\_\_**

**Second \_\_\_\_\_**

**Vote \_\_\_\_\_**

5. Selection of Auditor

Education Code Section 41020 requires the Governing Board of a public school district to identify a qualified independent auditor each year to conduct an audit of all funds under the control or jurisdiction of the District, and notify the County Superintendent of Schools by April 1<sup>st</sup> each year of the district's selection.

The administration has solicited for three-year quotes from approximately fifty (50) qualified audit firms, of which fourteen (14) responded. District administration is currently evaluating the proposals of the responding firms. The proposal recap and administrative recommendation will be presented at the meeting.

**\*\*\* IT IS RECOMMENDED THAT the Board of Education award the contract for Audit Services as presented.**

**Moved \_\_\_\_\_**

**Second \_\_\_\_\_**

**Vote \_\_\_\_\_**

6. Approve Joint Use Agreement between the City of Santa Maria and the Santa Maria Joint Union High School District

The District has been working with the City of Santa Maria (City) for many years to enhance the access to swimming pools for all of our students and mutual constituents. Since 2003, prior to the building of the first district pool at Pioneer Valley High School, the City Parks and Recreation personnel have worked side by side with the district staff to design, partially fund and operate the schools' pools.

The City provided \$775,000 towards the construction costs associated with the building of the PVHS pool and has assisted the District in the day-to-day maintenance and lifeguard services of the pool. The City also provides services at Righetti High School and is willing to extend this relationship to include Santa Maria High School. Additionally, the City Parks and Recreation Commission and the City Council have just approved an additional \$250,000 towards the construction costs associated with building the Santa Maria High School pool.

This on-going relationship with the City has been mutually beneficial as the City staff has the expertise in the area of pool operations and provides the maintenance and lifeguard services for all school pools. The district reimburses the City for the actual staff time provided at our pools, which enable the City to maintain the staffing to support our district pools and their own pool. In exchange for the City's partnership, the District makes our pools available for community use operated by the City during our non-school time periods.

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The Joint Use Agreement between the City of Santa Maria and the Santa Maria Joint Union High School District presented in "Appendix F" is the "official" agreement that memorializes the working agreement in place with the City. The City Council approved this agreement on March 7, 2012.

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the Joint Use Agreement between the City of Santa Maria and the Santa Maria Joint Union High School District as shown in Appendix F for the operation of all district pools and authorize the administration to execute the agreement.**

Moved \_\_\_\_\_

Second \_\_\_\_\_

Vote \_\_\_\_\_

**IX. Consent Items**

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the following consent items as presented.** *All items listed are considered to be routine and may be enacted by approval of a single motion. There will be no separate discussion of these items; however, any item may be removed from the consent agenda upon request of any member of the board and acted upon separately.*

Moved \_\_\_\_\_

Second \_\_\_\_\_

Vote \_\_\_\_\_

A. Approval of Minutes

February 8, 2012 - Regular Meeting

B. Approval of Warrants for the Month of February 2012

Payroll	\$5,112,854.71
Warrants	<u>1,592,489.49</u>
<b>Total</b>	<b><u>\$6,705,344.20</u></b>

C. Attendance Report

Ms. Diane Bennett, Assistant Superintendent of Business Services, will be available to answer questions regarding the sixth month attendance report presented on page 14.

D. Facility Report - **Appendix B**

E. Acceptance of Gifts

**Pioneer Valley High School**  
**Donor**

**Recipient**

**Amount**

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Elizabeth Martinez, PG&E Campaign for the Community	PVHS	\$800.00
State Farm Mutual Auto Ins.	Science	5,000.00
PVHS Boosters	PVHS Sports	3,750.00
California Future Business Leaders of America	PVHS FBLA	865.00
Panda Express	Asian Pacific	180.00
Clay Goodman	PVHS Baseball	<u>500.00</u>
<b>Total Pioneer Valley High School</b>		<b><u>\$11,095.00</u></b>

**Santa Maria High School**

<b>Donor</b>	<b>Recipient</b>	<b>Amount</b>
American Dream Foundation	American Dream	\$ 7,500.00
Primuslabs.com	Wrestling	250.00
Paradise British Car Club	Auto Club	100.00
Vern Garcia Honcho Racing	Auto Club	200.00
Anonymous	Baseball	1,000.00
Wells Fargo Foundation	Student Welfare	2,000.00
Community Bank of Santa Maria	Saints Varsity Club	100.00
United Way of Northern SB County	Outreach	100.00
Pacific Vegetable Exchange Inc.	Wrestling	200.00
Alvarez, Jorge dba El Palenque Mexican Restaurant	Wrestling	100.00
Electronic Superstores Inc.	Wrestling	100.00
Dignity Health	Saints Varsity Club	1,000.00
Ichiban Japanese Restaurant	Wrestling	200.00
Beta Lambda Chapter Epsilon Sigma Alpha	Outreach	250.00
SMHS Football Boosters	Football	5,130.12
Home Motors	Wrestling	<u>100.00</u>
<b>Total Santa Maria High School</b>		<b><u>\$18,330.12</u></b>

**Righetti High School**

<b>Donor</b>	<b>Recipient</b>	<b>Amount</b>
Ann Hurd	Dr. Preston's class (Computer value)	\$1,000.00
Walsh Family	Legend	50.00
Gregory J. Petro	Legend	75.00
Carol Ann Class	Legend	52.00
John & Sandra Sylvester	Boys' Golf	300.00
Jeri Ferini	Athletics	500.00
SLO County Office of Education	AVID	2,000.00
SM Ford/Exposure Marketing	Boys' Basketball	1,620.00
Santa Maria-Lompoc CHPT MOAA	Choir	200.00
Warriors Boosters Club of RHS	Wrestling	12,281.00
Warriors Boosters Club of RHS	Girls' Waterpolo	3,187.00
Warriors Boosters Club of RHS	Marimba Band	5,405.00

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Warriors Boosters Club of RHS	Boys' Waterpolo	2,757.00
Warriors Boosters Club of RHS	Football	2,480.00
Sabrina Rea	Football	100.00
Craig/Christine Reade	Football	100.00
Griffin Plumbing Inc.	Football	420.00
Adam Halop	Girls Waterpolo	500.00
Rotary Club of SM	FFA	500.00
RHS AG Boosters	FFA	5,496.72
Laura Alapizco	Boys' Waterpolo	200.00
SM Elks Lodge	Student of the Month	200.00
SB County Cattlewomen	FFA-Welding	200.00
RHS Booster Club	Athletics	31,432.00
Laurence+Sarah Patzman	FFA	100.00
American Dream Foundation	American Dream	3,000.00
<b>Total Righetti High School</b>		<b><u>\$74,155.72</u></b>

F. Student Discipline Matters

- Administrative Recommendation for Student Expulsions: Student #s 325348, 335418, 329479

G. Request for Travel

School	Instructor in Charge	Event/Location	Dates
RHS	Kim Karamitsos	AVID College Field Trip, Fresno, Merced, Sunnyvale, San Jose, & Santa Cruz	3/1-2/2012
	Miguel Guerra	U.C. Davis Field Day, U.C. Davis, CA	3/2-3/2012
	Miguel Guerra	Merced Field Day, Merced, CA	3/16-17/2012
	Jim English	Consumnes Field Day, Sacramento, CA	3/23-23/2012
	Miguel Guerra	Modesto Field Day, Modesto, CA	3/30-31/2012
	Kelley DeBernardi	Calif. Assoc. of Student Leaders, Cost Mesa, CA.	3/31-4/2/2012
SMHS	Nadia Ventura, Julie Santoyo	College Visit, Cal Poly	2/9-10/2102

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Natasha Sandoval	CIF Wrestling Competition, Viewmont, CA	2/9-11/2012
Amy Hennings	Hiking & Camping, Para- dise Cove Campgrounds, Los Padres National Forest	3/2-4/2012
Anita Fabre, Gabriel Espinoza	Camp Whittier	4/15-16/2012
Lorin Cuthbert	Auto Racing Event, Famoso Raceway, Bakersfield, CA	4/20-22/2012
Amy Hennings, Robin Schneider	Annual camping/hiking trip, Yosemite, CA	5/17-20/2012

All required paperwork is/will be on file at the school before departure. No student was excluded from the field trip due to lack of funds.

H. Approval/Ratification of Purchase Order

<u>P.O. #</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description &amp; Funding Source</u>
12-1095	Westberg + White	\$72,050.00	RHS Restroom, Road, Green- house Installation, Fund 24

I. Textbook Approval

The following textbooks were presented to the Board of Education for preview at the February 8, 2012 Board meeting. They are being presented for second reading and approval.

**Santa Maria High School:**

- Government in America: People, Politics and Policy  
George Edwards, Martin Waltenberge, Robert Lineberry,  
Pearson-Longman, 978-0-205-80637-9

**Ernest Righetti High School**

- Aspire 200 Projects to Strengthen Your Art Skills  
Vallerie Colston, Barron's, 978-0-7641-3811-9
- History of Modern Art, 6<sup>th</sup> Edition  
H.H. Arnason & Elizabeth C. Mansfield, Prentice Hall,  
978-0-205673674



## **REGULAR MEETING**

**March 14, 2012**

### **J. Affiliation Agreement with Western WA University**

Western Washington University has requested the District's participation in their audiology and speech/language pathology training program for the 2011/12 school year, whereby the District would provide field work experience to their student(s). The District's participation in this program benefits both the student that is training for the Speech/Language Pathology credentialing program and also allows the District first-hand experience with prospective candidates for future vacancies in an area in which there is a severe shortage of qualified candidates. This affiliation agreement requires approval of the Board of Education of the Santa Maria Joint Union High School District for the remainder of the current school year.

### **X. Open Session Public Comments**

The public may address the Board on any matter (except personnel) concerning the District and not on the agenda. Note: The time limit to address the Board may not exceed three minutes. The Board is not required to respond to the Public Comment. The public may also address the Board on each item on the Agenda as the Board takes up those items. Persons wishing to speak should complete a blue request form and hand it to the Board secretary.

### **XI. Items not on the Agenda**

Note: The law generally prohibits the Board from discussing items not on the agenda. Under limited circumstances, the Board may discuss and act on items not on the agenda if they involve an emergency affecting safety of persons or property, or a work stoppage, or if the need to act came to the attention of the District too late to include on the posted agenda.

### **XII. Next Meeting Date**

Unless otherwise announced, the next regular meeting of the Board of Education will be held on April 4, 2012. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held at the Santa Maria Joint Union High School District Support Services Center at 2560 Skyway Drive, Santa Maria, CA 93455.

### **XIII. Future Regular Board Meetings:**

May 16, 2012  
June 20, 2012  
July 11, 2012  
August 8, 2012

September 12, 2012  
October 10, 2012  
November 14, 2012  
December 12, 2012

### **XIV. Adjourn**

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
MONTHLY REPORT OF ATTENDANCE  
SIXTH MONTH OF 2011-12

January 10, 2012 through January 26, 2012

	Sixth Month 2010-11			Sixth Month 2011-12			Cumulative ADA				Decline @ -0.9680% Y-T-D PROJECTED	Difference between Projected Y-T-D ADA & Actual ADA
	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Prior Year		Current Year			
							ADA % to CBEDS	ADA	ADA % to CBEDS	ADA		
<b>ERNEST RIGHETTI HIGH</b>												
Regular	2052	1990.62	96.4%	1965	1891.67	96.3%		2025.23		1925.56		
Special Education	91	86.08	94.8%	86	80.92	94.1%		89.93		85.25		
Independent Study	9	7.08	79.3%	38	29.75	78.6%		2.80		13.20		
Independent Study 12+	5	3.00	51.3%	0	0.00	---		4.34		0.00		
Independent Study Spec Ed	0	0.00	---	2	1.25	62.5%		0.00		1.32		
CTE Program	0	0.00	---	13	12.08	92.9%		0.00		13.08		
Home and Hospital Reg Ed	8	8.00	100.0%	6	4.58	100.0%		6.96		3.26		
Home and Hospital Spec Ed	3	2.92	97.4%	2	0.00	---		2.26		0.55		
<b>TOTAL RIGHETTI</b>	<b>2168</b>	<b>2097.69</b>	<b>96.8%</b>	<b>2112</b>	<b>2020.25</b>	<b>96.2%</b>	<b>95.2%</b>	<b>2131.52</b>	<b>#DIV/0!</b>	<b>2042.23</b>		
<b>SANTA MARIA HIGH</b>												
Regular	2113	2018.38	95.2%	2010	1928.58	95.5%		2064.81		1995.52		
Special Education	91	84.62	92.0%	97	89.42	91.4%		85.26		89.00		
Independent Study	86	58.54	71.2%	80	68.83	92.4%		42.28		42.94		
Independent Study 12+	19	13.69	66.7%	8	8.00	94.1%		13.99		7.43		
Independent Study Spec Ed	0	0.00	---	0	0.00	---		0.00		0.00		
CTE Program	0	0.00	---	10	9.17	93.2%		0.00		8.15		
Home and Hospital Reg Ed	2	2.38	100.0%	0	0.00	---		3.29		2.13		
Home and Hospital Spec Ed	1	1.00	100.0%	2	2.00	100.0%		0.25		0.25		
<b>TOTAL SANTA MARIA</b>	<b>2312</b>	<b>2178.61</b>	<b>94.3%</b>	<b>2207</b>	<b>2106.00</b>	<b>95.3%</b>	<b>95.8%</b>	<b>2209.89</b>	<b>#DIV/0!</b>	<b>2145.41</b>		
<b>PIONEER VALLEY HIGH</b>												
Regular	2306	2238.54	96.7%	2300	2242.25	97.2%		2300.71		2316.82		
Special Education	153	144.23	93.5%	143	135.58	94.7%		151.93		130.79		
Independent Study	85	39.31	46.9%	124	95.17	82.0%		35.98		78.06		
Independent Study 12+	10	6.77	66.2%	2	2.00	100.0%		7.26		2.44		
Independent Study Spec Ed	0	0.00	---	4	2.67	66.8%		0.00		3.96		
CTE Program	0	0.00	---	0	0.00	---		0.00		0.00		
Home and Hospital Reg Ed	9	9.00	100.0%	8	7.92	100.0%		6.36		7.69		
Home and Hospital Spec Ed	2	1.92	96.2%	1	0.83	83.3%		1.17		0.58		
<b>TOTAL PIONEER VALLEY</b>	<b>2565</b>	<b>2439.77</b>	<b>95.2%</b>	<b>2582</b>	<b>2486.42</b>	<b>97.0%</b>	<b>97.6%</b>	<b>2503.41</b>	<b>#DIV/0!</b>	<b>2540.34</b>		
<b>DISTRICT SPECIAL ED TRANSITION</b>	<b>9</b>	<b>8.69</b>	<b>96.6%</b>	<b>10</b>	<b>9.75</b>	<b>97.5%</b>		<b>8.92</b>		<b>10.30</b>		
<b>ALTERNATIVE EDUCATION</b>												
Delta Continuation	301	234.61	79.6%	316	239.57	76.8%		235.11		226.89		
Delta 12+	19	11.19	58.9%	5	2.94	58.8%		21.27		4.82		
Delta Independent Study	33	21.45	64.9%	45	38.98	92.6%		20.30		22.39		
Delta Independent Study 12+	22	10.86	45.0%	18	18.10	100.6%		12.51		23.25		
Delta Independent Study Spec Ed	0	0.00	---	1	1.01	92.6%		0.00		0.93		
Home & Hospital Reg Ed	0	0.00	---	0	0.00	---		0.00		0.00		
Freshman & Sophomore Prep	60	60.97	99.7%	113	106.20	95.5%		66.25		122.39		
Reach Program--DHS	0	0.00	---	3	1.58	52.5%		0.00		0.83		
Reach Program--PVHS, RHS & SMHS	22	15.82	71.4%	30	28.33	95.8%		20.89		18.20		
Home School @ Library Program	54	49.08	92.1%	64	58.08	89.8%		45.68		55.26		
								0.00		0.00		
<b>TOTAL ALTERNATIVE EDUCATION</b>	<b>511</b>	<b>403.99</b>	<b>79.1%</b>	<b>595</b>	<b>494.80</b>	<b>83.2%</b>		<b>422.01</b>		<b>474.96</b>		
<b>TOTAL HIGH SCHOOL DISTRICT</b>	<b>7565</b>	<b>7128.76</b>	<b>94.2%</b>	<b>7506</b>	<b>7117.21</b>	<b>94.8%</b>	<b>98.0%</b>	<b>7275.74</b>		<b>7213.24</b>	<b>7205</b>	<b>8</b>

March 14, 2012

**CLASSIFIED PERSONNEL ACTIONS**

Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Retire	Asst. Supt/ Business	DO	06/30/12	M/3	8
	Leave w/o Pay	Administrative Asst II	RHS	7/1/12 to 12/31/12	24/E	8
	Restore Hours	Bus Driver	DO	03/30/12	18/E	4.75
	Retire	Instructional Asst/Spec Ed I	PVHS	06/08/12	13/E	5.5
	Temporary Employ	Instructional Asst/Bilingual	RHS	02/10/12	13/A	6
	Out of Class	Instructional Asst/Bilingual	RHS	02/21/12	13/A	6
	Restore Hours	Bus Driver	DO	03/30/12	18/E	7.25
	Restore Hours	Bus Driver	DO	12/22/11	18/E	5

**CERTIFICATED PERSONNEL ACTIONS**

Name	Action	Status	Subject	Site	Effective	Salary	FTE
	LOA	Perm.	Spanish	SMHS	2012/12	V, 22	1
	Retire	Perm.	Ind. Tech.	RHS	06/08/12	V, 28	1
	Retire	Perm.	Asst. Principal	PVHS	06/21/12	Mgmt.	1
	LOA	Perm.	Special Ed	PVHS	2012/13	V, 9	1
	Retire	Perm.	Special Ed	SMHS	06/08/12	V, 25	1
	Retire	Perm.	Business	SMHS	06/08/12	V, 27	1
	Non-Reelect	Prob.	Special Ed	PVHS	06/08/12	IV, 3	1
	Retire	Perm.	Agriculture	PVHS	06/08/12	V, 33	1
	Non-Reelect	Prob.	Special Ed	PVHS	06/08/12	V, 2	1
	Non-Reelect	Prob.	OCS	SMHS	06/08/12	V, 9	1

**COACHING PERSONNEL ACTIONS**

Assignment	Name	Action	Site	Season	ASB Stipend	DO Stipend
<b>Asst. Athletic Director</b>		Stipend	PVHS	Spring		\$1,387.00
<b>Boys Track, Head Varsity</b>		Revised Stipend	RHS	Spring		\$3,009.00
Asst Varsity		Cancel Stipend	RHS	Spring		\$1,000.00
<b>Girls Track, Head JV</b>		Revised Stipend	RHS	Spring		\$1,500.00
Asst Varsity		Cancel Stipend	RHS	Spring		\$409.00
<b>Baseball, Head Varsity</b>		Stipend	SMHS	Spring		\$3,000.00
Asst Varsity		Stipend	SMHS	Spring		\$2,000.00
Asst Varsity		Stipend	SMHS	Spring		\$2,000.00

Santa Maria Joint Union High School District  
March 14, 2012

<b>COACHING PERSONNEL ACTIONS (Continued)</b>						
<b>Assignment</b>	<b>Name</b>	<b>Action</b>	<b>Site</b>	<b>Season</b>	<b>ASB Stipend</b>	<b>DO Stipend</b>
Head JV		Stipend	SMHS	Spring		\$2,000.00
Asst JV		Stipend	SMHS	Spring		\$1,950.00
<b>Boys Golf</b> , Head Varsity		Stipend	SMHS	Spring		\$2,775.00
<b>Softball</b> , Head Varsity		Stipend	SMHS	Spring		\$3,369.00
Asst Varsity		Stipend	SMHS	Spring		\$2,527.00
Head JV		Stipend	SMHS	Spring		\$2,527.00
<b>Boys Swim</b> , Head Varsity		Stipend	SMHS	Spring		\$2,775.00
<b>Girls Swim</b> , Co-Head Varsity		Stipend	SMHS	Spring		\$1,387.00
Co-Head Varsity		Stipend	SMHS	Spring		\$1,387.00
<b>Boys Tennis</b> , Head Varsity		Stipend	SMHS	Spring		\$2,775.00
Head JV		Stipend	SMHS	Spring		\$2,081.00
<b>Boys Track</b> , Head Varsity		Stipend	SMHS	Spring		\$3,171.00
Co-Head JV		Stipend	SMHS	Spring		\$1,189.00
Co-Head JV		Stipend	SMHS	Spring		\$1,189.00
<b>Girls Track</b> , Head Varsity		Stipend	SMHS	Spring		\$3,171.00
Co-Head JV		Stipend	SMHS	Spring		\$1,189.00
Co-Head JV		Stipend	SMHS	Spring		\$1,189.00
<b>Boys Volleyball</b> , Head Varsity		Stipend	SMHS	Spring		\$2,973.00
Head JV		Stipend	SMHS	Spring		\$2,230.00
<b>Asst. Athletic Director</b>		Stipend	SMHS	Spring		\$2,775.00

## Appendix B

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
FACILITIES REPORT  
February 2012

### 1. Ernest Righetti High School Construction Projects

#### **C2004 ERHS Greenhouse, Access Road & Restrooms – Westberg + White Architects**

- Plan development is underway. A preliminary DSA review determined the installation of ramps to complete ADA access from the upper campus level to the lower stadium area was necessary. The cost associated with the added work is under review.
- Construction is anticipated to occur during the summer of 2012.

### 2. Santa Maria High School Construction Projects

#### **C2004 SMHS New Pool – Rachlin Architects (Photos)**

- Work completed this period includes continued installation of site utilities, concrete pads, asphalt paving, and interior building utilities rough-in.
- A change in roof truss materials to Port Orchard Cedar was necessitated by a shortage of the originally specified Alaskan Yellow Cedar. This unanticipated shortage required additional structural consultant and DSA reviews which resulted in a delay in material receipt. The contractor is developing an adjusted schedule.
- The construction completion date will be adjusted to May 31<sup>st</sup>, 2012 pending confirmation by the contractor.

#### **SMHS 4 Portables South Campus Relocation – Rachlin Architects**

- DSA is requiring closeout of the previous installation of these portable classrooms prior to approving this installation. The District is pursuing the closeout requirements.
- Project bidding will follow DSA approval of the drawings.

#### **C2004 SMHS New Classroom Building at Broadway – Rachlin Architects**

- A 50% construction document development meeting is scheduled for March 15<sup>th</sup> to include both administrative and technical reviews.
- Environmental review services contract Requests For Qualifications are expected to be issued in mid March.
- Construction is anticipated to commence approximately May 2013.

#### **SMHS 6 Portables at Lincoln Street – Westberg + White Architects**

- Removal of temporary telephone equipment and cable to allow the completion of Vernon Edwards Constructor activities is pending response from Verizon regarding scheduling of final work.
- Final retention has been released minus hold back for pending closeout documents and work pending Verizon work.

## 4. Pioneer Valley High School Construction Projects

### **PVHS Performing Arts Building – Architect to Be Determined**

- To better maximize efforts and reduce duplication of requests related to the selection of Architectural Services providers, the District is evaluating the potential for merging requests for A&E services being prepared for both the PVHS Performing Arts Building and the New Small School into one Request For Qualifications (RFQ).
- The issuance of the RFQ is now expected to occur in late March.

### **PVHS Remediation Phase 3: Concrete Repair – Westberg + White Architects**

- The architect has conducted site visits during February to assess the existing condition of the concrete in preparation of defining the project scope.
- Construction is anticipated to occur during the summer of 2012.

## 5. New Small School

### **C2004 New Small High School CTE Component – Architect to Be Determined**

- URS, Inc., under contract with the California Department of Toxic Substances Control, completed soil sample collection and site review activities February 22<sup>nd</sup> and 23<sup>rd</sup>. The material collected will go through a testing process in accordance with the Preliminary Environmental Assessment (PEA) work plan. The draft PEA results will be forwarded to the District for review.
- If the District elects to proceed with acquisition of the property following review of the draft PEA, a 30-day public review and comment period on the document would be required. This review period is estimated to start March 26<sup>th</sup>, 2012. Additionally, the District would conduct a public hearing to discuss the investigation results and receive comments from the public. The draft PEA would be available for review at the District's Support Services Center and the Santa Maria Public Library.
- Issuance of an Architectural Services Request for Qualifications and project schedule remain on hold pending results of the PEA and potential merge with the PVHS Performing Arts Facility RFQ.

## 6. District Wide Energy Upgrade

### **District Wide Energy Upgrade – Johnson Controls Inc.**

- After extensive review of available funding, finance options, site impacts, and general project viability of the Johnson Controls, Inc. (JCI) District-wide Energy Services Project, the District has determined a smaller project is most appropriate. The revised scope will include District-wide system updates and limited photovoltaic test installations at the Support Services Center and Delta High School.
- JCI is evaluating the impact of the project scope reduction and will provide a revision for review by the District.
- The project schedule will be established upon completion of the noted revisions, revised financing, and School Board approvals.

## REGULAR MEETING

March 14, 2012

# Maintenance & Operations

## PVHS

- Started installing wood chip weed barrier in planters on the front of campus.(Photo)
- Replaced locks on plumbing access panels to prevent student access.
- Repaired broken student chairs.
- Performed holiday shutdown on three-day weekends for energy savings.
- Fertilized all turf areas (160,000 square feet).
- Prepared stadium for track season.
- Repainted PE assembly numbers at the outside basketball courts.
- Repainted the evacuation assembly classroom numbers on the curbs throughout the campus.
- Preventive work order hours – 42
- Routine work order hours – 41
- Total work orders completed – 118
- Event setup hours – 60

## RHS

- Replaced sections of eight-inch sewer lines from the gymnasium and the press box.(Photo)
- Continued painting classroom doors purple.
- Installed new lighting controls in the cafeteria dining room.
- Installed projector in classroom 521.
- Repaired the sewer lift station pump at classroom 504.
- Installed new sanitary product receptacles to reduce products tossed into the sewer system. This will help reduce the sewer backups.
- Removed the dirt storage at the Larch and Bradley corner of the campus.(Photo)
- Removed the abandoned batting cage at the varsity baseball field.
- Replaced the locks on the Bradley Road gates to improve access during fire drills.
- Re-keyed the security office so that it is in the same series as the Administration building.
- Connected a new plasma cutter for the welding classroom shop.
- Revised the football stadium scoreboard wireless controller. The new cell phone tower caused interference with the scoreboard controls.
- Revised the safety hand rail in the gymnasium mechanical room mezzanine to allow improved access to equipment.
- Repainted the softball dugouts, backstop, and storage shed.
- Cleaned the storm drains at the cafeteria.
- Preventive work order hours – 0
- Routine work order hours - 45
- Total work orders completed – 62
- Event setup hours - 0

## SMHS

- Completed the new softball batting cage and pitchers' bullpen.(Photo)
- Applied new brick dust on softball infield.
- Fertilized turf areas.
- Adjusted turf and planter irrigation times for change of seasons.
- Completed repairs to the softball dugouts and repainted.
- Replaced HVAC sheet metal pans on the roofs of classrooms 442, 443, 444. (Photo)
- Performed repairs from Williams Settlement FIT and safety inspections.
- Completed the installation of the Administration information desk. (Photo)
- Repaired a natural gas leak in the science building.
- Replaced the water heater in the Arts & Crafts building.
- Completed fire drill and duck & cover drill for spring semester.
- Performed holiday shutdown on three-day weekends for energy savings.
- Painted PE assembly numbers at the Learning Center.
- Prepared stadium for track season.
- Moved props for Drama production from Ethel Pope Auditorium to Pioneer Valley High School.
- Federal Jobs Bill electrician, plumber, and groundskeeper – 468 Hours on 39 completed projects.
- Preventive work order hours – 41
- Routine work order hours – 71
- Total work orders completed – 190
- Event setup hours – 153

## Energy Management

- Audited and adjusted outside lighting schedules for compliance to daylight and event changes.
- Performed audits for three-day holiday weekend shutdowns.
- Applied for Energy Star certification of the District's energy conservation program. The certification process included an inspection of the facilities by a Professional Engineer and review of data by Energy Star.
- Resolved energy management system control issues District wide. Initiated work orders to correct problems.
- Energy Program July 2008 to date performance- 29.5 % savings or \$1,686,000.

## Transportation

- Completed Diesel Particulate Filter (DPF) installation in eighteen required busses. The District is now awaiting the funds from the installation grant. This project represents a significant change in operation and maintenance of the school busses. The busses must be plugged in to a power source every few days to regenerate the filter (burns off the particulates). Additionally, every six months the filters must be cooked in a special oven to convert the soot into ash and remove the ash.

## Graffiti & Vandalism

- ERHS \$ 360
- DHS \$ 0
- SMHS \$ 710
- PVHS \$ 0

Reese Thompson  
Director – Facilities and Operations



## Photo Gallery



**SMHS Pool Concession Ready For Concrete**



**SMHS Pool Deck Begins to Receive Concrete**



**SMHS Pool Deck at Equipment Building – Before Concrete...**



**...And After concrete Poured**



**SMHS Softball Batting Cage Gets a Workout**



**New Sheet Metal Pans for 440s Classroom Heating Units**



**Refurbished Reception Desk Serves SMHS Administration Building**



**PVHS Front Planter Receives Wood Chips to Enhance Campus Appeal**



**ERHS Baseball Fence Line Cleared to Improve Curb Appeal**



**Digging to Replace Sewer Line Near RHS Gymnasium**

**Board Policies for Approval  
March 14, 2012 Board Meeting**

POLICY NUMBER	DESCRIPTION
<b>BP 6146.1 (BR revised)</b>	<b><u>High School Graduation Requirements</u></b> Policy revised to include new language that reflects CTE courses included with VPA and Foreign Language as fulfilling SMJUHSD graduation requirements.
<b>AR 6146.1 (AR revised)</b>	<b><u>High School Graduation Requirements</u></b> Administrative Regulation revised to include new graduation course options, and notification of parents.
<b>BP 6163.4 (BP revised)</b>	<b><u>Student Use of Technology</u></b> Updated policy reflects CIPA requirements that student technology use must include instruction in ‘anti-bullying’ and internet safety.
<b>AR 6163.4 (AR revised)</b>	<b><u>Student Use of Technology</u></b> Updated policy to include the word “bullying” as a form of harassment.

## **High School Graduation Requirements**

The Board of Trustees desires to prepare all students to obtain a high school diploma to enable them to take advantage of opportunities for postsecondary education and/or employment.

Students who have satisfactorily completed all of the requirements as stated in district policy shall be granted diplomas of the district.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

## **Comprehensive High School Graduation Course Requirements**

Beginning with the Class of 2011, students shall receive diplomas of graduation from high school only after completing the prescribed course of study, passing a minimum of 220 credits, and meeting the California High School Exit Examination requirement. Students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

(Education Code 51225.3)

1. Four years of English (4 years); 10 credits in each grade
2. 10 credits of English must be taken during the senior year
3. English Learners may earn a maximum of 30 English credits from English Language Development (ELD). The remaining English credits must be earned from L2 or mainstream English courses.
4. Students taking intervention classes may earn a maximum of 20 credits in district approved intervention courses and must earn an additional 20 credits in Regular English classes.

(cf. 6142.91 - Reading/Language Arts Instruction)

5. Two years of mathematics (Education Code 51225.3)

At least one mathematics course, or a combination of the two mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra I. (Education Code 51224.5)

Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall satisfy the algebra coursework requirement but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)

(cf. 6011 - Academic Standards)

(cf. 6142.92 - Mathematics Instruction)

6. Two years of science, including one-year of biological science and one-year of physical science. (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

7. Three years of social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

8. One year in visual or performing arts, foreign language, CTE, or American Sign Language (Education Code 51225.3)

Beginning with the 2012-13 school year, students who have not completed the Foreign Language or Visual and Performing Arts requirement of 10 credits for graduation, will have the option of fulfilling this requirement by taking an approved Career-Technical Education course.

(cf. 6142.6 - Visual and Performing Arts Education)

9. Two years of physical education (2 years in grades 9-10), unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education)

10. 5 credits of Health

11. 75 credits of Electives

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)

The Superintendent or designee shall exempt or waive specific course requirements for foster youth or children of military families in accordance with Education Code 51225.3 and 49701.

(cf. 6173.1 - Education of Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

### **Continuation High School and Alternative Education Differential Graduation Course Requirements**

In order to meet individual student needs and encourage all students to complete their high school education, the Governing Board desires to provide flexibility in the completion of prescribed courses in accordance with law. Beginning with the Class of 2011, students enrolled in the continuation high school or other district alternative education programs shall receive



diplomas of graduation from high school only after completing the prescribed course of study, passing a minimum of 205 credits, and meeting the California High School Exit Examination requirement. Students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified: (Education Code 51225.3)

1. Four years of English (4 years); 10 credits in each grade
2. 10 credits of English must be taken during the senior year.
3. English Learners may earn a maximum of 30 English credits from English Language Development (ELD). The remaining English credits must be earned from L2 or mainstream English courses.
4. Students taking intervention classes may earn a maximum of 20 credits in district approved intervention courses and must earn an additional 20 credits in Regular English classes.

(cf. 6142.91 - Reading/Language Arts Instruction)

5. Two years of mathematics (Education Code 51225.3)

At least one mathematics course, or a combination of the two mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra I. (Education Code 51224.5)

Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall satisfy the algebra coursework requirement but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)

(cf. 6011 - Academic Standards)

(cf. 6142.92 - Mathematics Instruction)

6. Two years of science, including one-year of biological science and one-year of physical science. (Education Code 51225.3)
7. (cf. 6142.93 - Science Instruction)
8. Three years of social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

9. One year in visual or performing arts, foreign language, or American Sign Language (Education Code 51225.3)

(cf. 6142.6 - Visual and Performing Arts Education)

10. Two years of physical education (2 years in grades 9-10), unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education)

11. 5 Credits of Health

12. 60 Credits of Electives

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)

The Superintendent or designee shall exempt or waive specific course requirements for foster youth or children of military families in accordance with Education Code 51225.3 and 49701.

(cf. 6173.1 Education of Foster Youth)

(cf. 6173.2 Education of Children of Military Families)

### High School Exit Examination

As a condition of high school graduation, each student completing grade 12 shall have successfully passed the state exit examination in language arts and mathematics unless he/she receives a waiver or exemption. (Education Code 60851, 60859)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

(cf. 6159 - Individualized Education Program)

(cf. 6162.52 - High School Exit Examination)

Supplemental instruction shall be offered to any student in grade 7-12 who does not demonstrate "sufficient progress," as defined in BP 6179-Supplemental Instruction, toward passing the exit exam. (Education Code 37252, 60851)

(cf. 5148.2 - Before/After School Programs)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer School)

(cf. 6179 - Supplemental Instruction)

Students who have not passed one or both parts of the exit exam by the end of grade 12 shall have the opportunity depending on funding to receive intensive instruction and services for up to two consecutive academic years after completion of grade 12 or until they have passed both parts of the exam, whichever comes first. (Education Code 37254)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 5145.6 - Parental Notifications)

(cf. 6164.2 - Guidance/Counseling Services)

In addition to intensive remedial instruction, the district shall offer students who have passed all state and local graduation requirements except for passage of one or both parts of the exit exam the following options beyond their regular senior year until they pass the exam depending on funding:

\* CAHSEE Tutoring

\* Independent Study

(cf. 0420.4 - Charter Schools)

(cf. 6158 - Independent Study)

(cf. 6184 - Continuation Education)

The Superintendent or designee shall regularly report to the Board regarding the number of students who have fulfilled all local and state graduation requirements except for the passage of the exit exam and the resources that have been offered to such students.

#### Academic Scholar Diploma Seal

The Board of Education encourages students to take academically challenging courses and to go beyond the minimum local and State graduation requirements. To recognize students who avail themselves of this academically enriched course of study, the Board of Education will bestow the Academic Scholar Diploma Seal to those students enrolled at the comprehensive high schools who have successfully completed the following requirements:

1. Achievement of a cumulative grade point average (non weighted) of 3.5 or above from the beginning of the ninth grade year to the end of the first semester and/or second term of their senior year
2. Completion of the minimum University of California (A-G) requirements for college admission
3. Completion of 230 or more course credits

#### Certificates of Completion

Students who have passed all the district's course requirements by the end of their senior year but are unable to pass the high school exit exam shall receive a certificate of completion.

The Superintendent or designee shall regularly report to the Board regarding the number of students receiving a certificate of completion and the resources that have been offered to such students.

#### Retroactive Diplomas

The district may retroactively grant a high school diploma to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. (Education Code 51430)

In addition, the Board may retroactively grant a diploma to a deceased former student who satisfies the above conditions. The diploma shall be received by the deceased student's next of kin. (Education Code 51430)

## **Legal Reference:**

### EDUCATION CODE

35186 Williams Uniform Complaint Procedures  
37252 Supplemental instructional programs  
37254 Supplemental instruction based on failure to pass exit exam by end of grade 12  
37254.1 Required student participation in supplemental instruction  
47612 Enrollment in charter school  
48200 Compulsory attendance  
48412 Certificate of proficiency  
48430 Continuation education schools and classes  
48645.5 Acceptance of coursework  
49701 Interstate Compact on Educational Opportunity for Military Children  
51224 Skills and knowledge required for adult life  
51224.5 Algebra instruction  
51225.3 Requirements for graduation  
51225.5 Honorary diplomas; foreign exchange students  
51228 Graduation requirements  
51240-51246 Exemptions from requirements  
51250-51251 Assistance to military dependents  
51410-51412 Diplomas  
51420-51427 High school equivalency certificates  
51450-51455 Golden State Seal Merit Diploma  
51745 Independent study restrictions  
52378 Supplemental school counseling program  
56390-56392 Recognition for educational achievement, special education  
60850-60859 High school exit examination  
66204 Certification of high school courses as meeting university admissions criteria  
CODE OF REGULATIONS, TITLE 5  
1600-1651 Graduation of students from grade 12 and credit toward graduation  
COURT DECISIONS  
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

## **Management Resources:**

### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, California High School Exit Examination:  
<http://www.cde.ca.gov/ta/tg/hs>

## High School Graduation Requirements

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians, and the public. (Education Code 51225.3)

(cf. 5126 - Awards for Achievement)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6145.6 - International Exchange)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Students shall not be required to have resided within the district for any minimum length of time as a condition of high school graduation. (Education Code 51411)

If a student successfully completes the district's graduation requirements while attending a juvenile court school or nonpublic, nonsectarian school or agency, the district shall issue the student a diploma from the school the student last attended. (Education Code 48645.5)

### Comprehensive High School Graduation Course Requirements

Beginning with the 2012-13 school year, students who have not completed the Foreign Language or Visual and Performing Arts requirement of 10 credits for graduation, will have the option of fulfilling this requirement by taking an approved Career-Technical Education course.

#### 1. English (4 Years) - 40 Credits\*

\* \*English 4 or other senior English course must be taken in the senior year.

\* English Requirement for English Learners: Effective with the Class of 2009, English Learners may earn a maximum of 30 English credits from English Language Development (ELD) and remediation courses. The remaining English credits must be earned from L2 or mainstream English courses.

\* Students taking intervention classes may earn a maximum of 20 credits in district approved intervention courses and must earn an additional 20 credits in Regular English classes.

#### 2. Math (2 years) - 20 Credits\*\*

\* \*\*Must include 10 credits of Algebra or 20 credits of 2-year Algebra

\* At least one mathematics course, or a combination of the two mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra I. Students may satisfy the Algebra I course requirement prior to grade 9.

#### 3. Science (2 Years) - 20 Credits

\* 10 Credits of Physical Science and 10 Credits Biological Science

#### 4. Social Studies (3 years) - 30 Credits

\* 10 Credits Modern World History

\* 10 Credits US History

\* 5 Credits Government and 5 Credits Economics

5. Visual and Performing Arts, Foreign Language, CTE, or American Sign Language (1 year) - 10 Credits

6. Physical Education (2 years in grades 9-10) - 20 Credits

\* No more than five credits may be earned in non-physical education classes and applied toward the 20-unit physical education requirement. Non-physical education courses approved by the site in excess of the five credits will earn elective credit.

7. Health - 5 Credits

8. Electives - 75 Credits

\* Starting with the Class of 2012, a maximum of 10 credits of any combination of teacher aide/student clerk may be applied towards completion of graduation requirements.

9. Total Minimum Credits Required - 220 Credits

Ninth, tenth, and eleventh grade comprehensive high school students must be enrolled in a minimum of 60 credits (6 periods on a traditional bell schedule and 3 blocks on a block bell schedule). Twelfth grade students in good academic standing and not credit deficient may be approved to take a reduced class schedule of a minimum of 40 credits (4 periods on a traditional bell schedule and 2 blocks on a block bell schedule) per school year.

#### Continuation High School and Alternative Education Differential Graduation Course Requirements

Beginning with the Class of 2011, students attending the continuation high school or other district alternative education programs must earn a minimum of 205 credits in the subjects listed below. Students earn five credits for each semester class passed with a grade "D" or better. Students must pass the California High School Exit Examination.

1. English (4 years) - 40 Credits\*

\* \*English 4 or other senior English course must be taken in the senior year.

\* English Requirement for English Learners: Effective with the Class of 2009, English Learners may earn a maximum of 30 English credits from English Language Development (ELD) and remediation courses. The remaining English credits must be earned from L2 or mainstream English courses.

\* Students taking intervention classes may earn a maximum of 20 credits in district approved intervention courses and must earn an additional 20 credits in Regular English classes.

2. Math (2 years) - 20 Credits\*\*

\* \*\*Must include 10 credits of Algebra or 20 credits of 2-year Algebra

\* At least one mathematics course, or a combination of the two mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra I. Students may satisfy the Algebra I course requirement prior to grade 9.

3. Science (2 years) - 20 Credits

\* 10 Credits of Physical Science and 10 Credits Biological Science

4. Social Studies (3 years) - 30 Credits

\* 10 Credits Modern World History

\* 10 Credits US History

\* 5 Credits Government and 5 Credits Economics

5. Visual and Performing Arts, Foreign Language, CTE, or American Sign Language (1 year) - Credits

6. Physical Education (2 years in grades 9-10) - 20 Credits

\* No more than five credits may be earned in non-physical education classes and applied toward the 20-unit physical education requirement. Non-physical education courses approved by the site in excess of the five credits will earn elective credit.

7. Health - 5 Credits

8. Electives - 60 Credits

\* Starting with the Class of 2012, a maximum of 10 credits of any combination of teacher aide/student clerk may be applied towards completion of graduation requirement.

9. Total Minimum Credits Required - 205 Credits

### **Senior English Approved Courses**

The following courses have been approved to fulfill the Senior English requirement in lieu of the student taking English 4. These courses must be taken in the student's senior year:

1. Agriculture Communication and Leadership

3. Communication Technology

4. Developmental Psychology of Children

5. Fashion Design

6. Introduction to Education

7. Music History

10. Theatre History
11. Technology Concepts for Communication

### **Health Requirement Approved Courses**

Courses that may count towards the 5-unit health requirement include:

1. Health
2. Home Living A/B
3. Child and the Family A/B
4. Family Health
5. Women and Family Health
6. Marriage and Family
7. Marriage and Family/Family Health
8. Child and Family A/B
9. Single Living
10. Women and Family Health
11. Health 11/12
12. Developmental Psychology of Children A/B

### **Non-Graduating Seniors from the Class of 2010**

The above revised diploma requirements do not apply to the non-graduating seniors from the Class of 2010. These students will still be required to fulfill the Class of 2010 course and diploma requirements. With administrative approval, these non-graduating seniors from the Class of 2010 may be permitted to continue for an additional senior year provided that they maintain continuous enrollment, minimum course loads of 40 credits (4 periods on a traditional bell schedule and 2 blocks on a block bell schedule) per school year, and satisfactory attendance.

Upon satisfactory progress and continuous enrollment throughout the first semester of this additional senior year, these students will be reclassified beginning with the start of the second semester or third term of the 2010-2011 as students under the guidelines of the Class of 2011. These students will then be considered members of the Class of 2011 and therefore the Class of 2011 course and diploma requirements will apply.



**Student Use of Technology**

The Board of Trustees intends that technological resources provided by the district be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

(cf. 0440 - District Technology Plan)  
(cf. 1113 - District and School Web Sites)  
(cf. 4040 - Employee Use of Technology)  
(cf. 5131 - Conduct)  
(cf. 6163.1 - Library Media Centers)

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)  
(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process: Students with Disabilities)  
(cf. 5145.12 - Search and Seizure)

The Superintendent or designee shall provide age-appropriate instruction regarding the district's acceptable use agreement, including instruction on the safe use of social networking sites and other Internet services including, but not limited to, the dangers of posting personal information online, misrepresentation by online predators, and how to report inappropriate or offensive content or threats. In addition, the Superintendent or designee will ensure that all students are instructed in an anti-bullying curriculum that involves awareness in the various types of bullying, how to prevent bullying and dealing with bullying incidents.

(cf. 6143 - Courses of Study)

The Superintendent or designee, with input from students and appropriate staff (Site and District Technology Committee), shall regularly review this policy, the accompanying administrative regulation, and other relevant procedures to help ensure that the district adapts to changing technologies and circumstances.

**Use of District Computers for Online Services/Internet Access**

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors, and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254)

The Board desires to protect students from access to inappropriate matter on the Internet. The Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet. He/she also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

Student use of district computers to access social networking sites is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.

Before using the district's technological resources, each student and his/her parent/guardian shall sign and return an Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree to not hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or users' mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

(cf. 6162.6 - Use of Copyrighted Materials)

Staff shall supervise students while they are using online services and may ask teacher aides, student aides, and volunteers to assist in this supervision.

**Legal Reference:**

EDUCATION CODE

51006 Computer education and resources

51007 Programs to strengthen technological skills

51870-51874 Education technology

60044 Prohibited instructional materials

PENAL CODE

313 Harmful matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 15

6501-6506 Children's Online Privacy Protection Act

UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:

6777 Internet safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

**Management Resources:**

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

MY SPACE.COM PUBLICATIONS

The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues

WEB SITES

CSBA: <http://www.csba.org>

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

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

Center for Safe and Responsible Internet Use: <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

U.S. Department of Education: <http://www.ed.gov>

Web Wise Kids: <http://www.webwisekids.org>

## Student Use of Technology

The principal or designee shall oversee the maintenance of each school's technological resources and may establish guidelines and limits on their use. He/she shall ensure that all students using these resources receive training in their proper and appropriate use.

(cf. 0440 - District Technology Plan)  
(cf. 4040 - Employee Use of Technology)  
(cf. 4131- Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

### Online/Internet Services: User Obligations and Responsibilities

Students are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers, home addresses, and all telephone numbers private. They shall only use the account to which they have been assigned.
2. Students shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as bullying, harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.7 - Sexual Harassment)  
(cf. 5145.9 - Hate-Motivated Behavior)

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication. Students are also cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other individually identifiable information.

5. Students shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.

(cf. 3513.3 - Tobacco-Free Schools)

6. Students shall not use the system to engage in commercial or other for-profit activities.
7. Students shall not use the system to threaten, bullying, intimidate, harass, or ridicule other students or staff.

(cf. 5131 - Conduct)

8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.

(cf. 5131.9 - Academic Honesty)

(cf. 6162.6 - Use of Copyrighted Materials)

9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."

(cf. 5131.5 - Vandalism, Theft and Graffiti)

10. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.
11. Students shall report any security problem or misuse of the services to the teacher or principal.

The district reserves the right to monitor the system for improper use.

(cf. 5145.12 - Search and Seizure)

The principal or designee may cancel a student's user privileges whenever the student is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process: Students with Disabilities)

**APPENDIX D**

**2011/2012**

**RESOLUTION NUMBER 11**  
**Regarding the Levying and Collection**  
**Of Level 1 School Facilities Fees**

**Exhibit A**  
**DEVELOPER FEE**  
**JUSTIFICATION STUDY**

**Exhibit B**  
**SAMPLE SPLIT FEE**  
**AGREEMENT LETTER**

**REGULAR MEETING  
MARCH 14, 2012**

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
RESOLUTION NUMBER 11 – 2011-2012**

**REGARDING THE ADOPTION, LEVY AND COLLECTION  
OF LEVEL I SCHOOL FACILITY FEES**

WHEREAS, pursuant to Education Code 17620 *et seq.* and Government Code section 65995 *et seq.*, the California Legislature has authorized individual school districts to impose fees (“School Facility Fees”) which may be used to construct or reconstruct school facilities (“School Facilities”) to provide adequate schools to serve students generated from new development projects; and

WHEREAS, the Governing Board of the Santa Maria Joint Union High School District (“Board”) has determined that School Facilities will be needed to serve the growing community as new development occurs; and

WHEREAS, the State Allocation Board has recently adjusted the maximum allowable School Facility Fees per square foot of assessable space or chargeable and enclosed space pursuant to Government Code Section 65995(b)(3) as follows: Residential \$3.20; Commercial/ Industrial \$0.51; and

WHEREAS, the Board has collected, examined, and analyzed written evidence, and has heard and considered evidence and testimony at a duly-noticed public hearing regarding the levy and collection of School Facility Fees; and

WHEREAS, all required notices of the proposed adoption of the School Facility Fees have been given; and

WHEREAS, the Board has in all respects complied with legal requirements concerning establishing and imposing the fees; and

WHEREAS, the Board recognizes that the School Facility Fees are split with the feeder elementary school districts, wherein the elementary districts collect 9/13 of the maximum allowed and the high school district collects 4/13 of the maximum allowed (as shown in Appendix D-Exhibit B); and

WHEREAS, the Board reviewed a Developer Fee Justification Study that determined that the District is justified to levy School Facility Fees of at least \$0.98 per square foot for residential construction and at least \$0.16 per square foot for commercial and industrial construction and a maximum of \$0.10 per square foot for rental/self-storage; and

WHEREAS, said Developer Fee Justification Study pertaining to the School Facility Fees and to the capital facilities needs of the District were made available to the public, as required by law, before the Board considered same at a regularly scheduled public meeting regarding the proposed adoption of the School Facility Fees; and

WHEREAS, the District seeks to adopt, levy and collect School Facility Fees at the maximum rate allowable under Level I fees, as applicable; and

WHEREAS, Education Code section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the *Public Resources Code*.

NOW, THEREFORE, the Board finds and directs as follows:

1. Justification Report:

The Board has conducted a duly-noticed public hearing at which it has received and examined the written evidence listed and referred to as the Developer Fee Justification Study referred to as Appendix D - Exhibit A, which Developer Fee Justification Study was prepared in accordance with *Government Code* Section 66000 *et seq.* and includes information, documentation, and analysis of the facilities needs of the District, including (a) the purpose of the School Facility Fees; (b) the use to which the School Facility Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between residential and commercial/industrial development and the following: (1) the use for School Facility Fees; (2) the need for School Facilities; (3) the cost of School Facilities and the amount of School Facility Fees from residential and commercial/industrial development; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial development (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by residential development; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities and thereby incorporated herein by reference. The Board has also considered any additional oral and written evidence and testimony presented at the hearing. The evidence and testimony support the findings herein. The Board adopts and accepts the Developer Fee Justification Study.

2. School Facility Fees are Necessary and Reasonable:

Based on any findings and evidence contained in the Board's earlier resolutions on this subject, as well as the evidence presented to this Board at the hearing and in Appendix D - Exhibit A, this Board reaffirms its earlier resolutions, adopts the findings and conclusions set forth in Appendix D – Exhibit A as its own, and finds each of the following:

- A. The purpose of levying such School Facility Fees, charges, dedications or other requirements is to finance the construction and/or reconstruction of School Facilities. The proceeds shall also be used for reimbursement of the administrative costs incurred in collecting and repaying fees, charges, dedications, and other requirements; and for the costs of performing any study and otherwise making the findings and determinations required by law; as well as any other use permitted by law. The School Facilities to be financed hereby are identified in Appendix D - Exhibit A, as defined in Section 1 above.
- B. These School Facility Fees will be used to fund the construction or reconstruction of School Facilities needed to reduce overcrowding which will exist in the District and will impair the normal functioning of educational programs, as a result of the students generated by the development upon which the School Facility Fees are imposed.



- C. The overcrowding to be reduced by use of these School Facility Fees will exist in the District because the enrollment projected to result from continuing residential, commercial or industrial development exceeds the state-certified capacity of the District to provide adequate housing.
- D. The amount of School Facility Fees to be paid pursuant to this Resolution bears a reasonable relationship and is reasonably related and limited to the need for School Facilities caused by residential, commercial or industrial development.
- E. The amount of School Facility Fees to be paid pursuant to this Resolution does not exceed the estimated reasonable costs of providing for the construction or reconstruction of School Facilities necessitated by the development projects from which the School Facility Fees are to be collected.
- F. As determined in the written and oral evidence and testimony, there is a reasonable relationship between the use of the School Facility Fees, charges, dedications, and other requirements and the impacts from the development project on which the School Facility Fees are imposed; there is a reasonable relationship between the need for the above described School Facilities and the impact arising from the type of development project on which the School Facility Fees, charges, dedications and other requirements are imposed; and there is a reasonable relationship between the amount of the School Facility Fees, charges, dedications and other requirements and the cost of the School Facilities or portion of the School Facilities attributable to the development.
- G. The uses of the School Facility Fees proposed in the Developer Fee Justification Study attached as Appendix D – Exhibit A and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the School Facility Fees are imposed.
- H. The reference to School Facility Fees herein refers to both the fees collected under Government Code Section 65995 and fees collected as a mitigation measure or condition of a development project involving approvals by governmental agencies.

3. Exemptions or Exclusions from School Facility Fees:

This Board recognizes that various categories of residential, commercial, or industrial development, as well as individual development projects, may be exempted from School Facility Fees pursuant to certain exemptions or exclusions found in Education Code section 17620 *et seq.*; Government Code section 65995 *et seq.*, and judicial decisions.

4. Compliance with Law:

All terms in this Resolution shall be given the definition provided by applicable law. It is the Board's intent that this Resolution comply with Education Code section 17620 *et seq.*; Government Code section 65995 *et seq.*; and other applicable law.

5. Adoption of Fees:

- A. Based upon all of the findings contained in this Resolution and the evidence presented to the Board at the hearing and in Appendix D - Exhibit A, this Board

increases the previously levied School Facility Fees upon any development project within the boundaries of the District to the following amounts:

1. \$0.98 per square foot of “assessable space” of all new residential construction; and
  2. \$0.98 per square foot of “assessable space” of all other residential construction to the extent of any resulting increase in assessable space in excess of 500 square feet; and
  3. \$0.16 per square foot of all chargeable and enclosed space, in the case of any new commercial or industrial construction; and
  4. \$0.10 per square foot of all chargeable and enclosed space, in the case of any self-storage construction.
- B. This Board determines that the School Facility Fees to be levied will be collected for School Facilities for which an account has been established and funds appropriated, and for which the Board has adopted a proposed construction schedule or plan. Based on this determination, and pursuant to Section 66007(b) of the Government Code, this Board orders that payment of the School Facility Fees specified above will be required prior to issuance of a building permit.
- C. That the Board finds that a separate account has been established for the deposit of School Facility Fees imposed on residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the District. This Board will deposit, invest and account for the School Facility Fees as required by law and shall periodically review the School Facility Fees account pursuant to Government Code Sections 66011 and 66006 and other applicable law and will either make the findings required by Government Code Sections 66001 and 66006 or direct the refund of the fees.
- D. With respect to commercial and industrial development, the Board finds as follows:
1. Based upon the Board’s earlier resolutions, the findings and evidence contained in Appendix D - Exhibit A, and the evidence presented to this Board at the hearing on this Resolution, the Board finds that, in general, the various categories of commercial and industrial development, set forth in Appendix D - Exhibit A, should and shall be included within the assessment on commercial and industrial projects.
  2. The Developer Fee Justification Study attached as Appendix D - Exhibit A has determined the impact of the increased number of employees anticipated to result from the commercial and industrial development pursuant to Education Code 17621 (e)(1)(B) and this Board has considered the results of such study in making its findings herein.
- E. With respect to space that is covered or enclosed for agricultural purposes, and based upon the Board’s earlier resolutions, the findings and evidence contained in Appendix D - Exhibit A, and the evidence presented to this Board at the hearing on this resolution, the Board finds that:

1. In general, the School Facility Fees for commercial and industrial projects as imposed on agricultural projects bear a reasonable relationship and are limited to the paying for School Facilities necessitated as a result of the students generated by the development upon which the School Facility Fees are imposed.
2. The amount of the School Facility Fees does not exceed the estimated reasonable cost of providing for the construction or reconstruction of the School Facilities necessitated by the development projects from which the School Facility Fees are to be collected.

6. Impact of Level II Fees and Mira Fees

That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the District on any development. Notwithstanding the preceding, if the District adopts alternative school facilities fees for new residential construction pursuant to Government Code Sections 65995.5, 65995.6 and/or 65995.7 (“Level II School Facility Fees”), the District is hereby authorized to collect the Level II Facility Fees in lieu of the School Facility Fee with respect to residential construction. If the Level II Facility Fees should lapse or be terminated, then the School Facility Fees shall be collected for residential construction at the amount set forth in this Resolution.

7. Transmittal of Resolution

A copy of this Resolution shall be transmitted forthwith to the City of Santa Maria, City of Guadalupe, Santa Barbara County and the Office of Statewide Health Planning and Development (“OSHPD”), accompanied by all relevant supporting documents and a map clearly indicating the boundaries of the area subject to the School Facility Fee, charges, dedications and other requirements and requesting that no building permit or approval for occupancy be issued by any of these entities for any project subject to the School Facility Fees absent a certification from this District of compliance of such project with the requirements of the School Facility Fees.

8. Prohibition Against Permit Issuance Absent Compliance with This Resolution:

Pursuant to Education Code Section 17620(b), no city or county or OSHPD may issue a building permit for any residential, commercial or industrial construction, as defined by law, absent certification by the Superintendent or his/her designee of (1) compliance by that project with any School Facility Fee, charge, dedication, or other requirement under this Resolution or (2) his/her determination that the School Facility Fee, charge, dedication, or other requirement does not apply to the construction.

9. Superintendent Authorized to Take Necessary and Appropriate Action:

The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

10. Resolution Does Not Limit Board Authority:

Nothing herein shall preclude satisfaction of the requirement of payment of the amount set forth above by dedication of land on terms acceptable to the Board; or preclude acceptance by the Board of fees, charges, or land whose value exceeds that required by this Resolution. In the absence of any such agreement to accept a dedication of land, the above amounts shall be collected in the form of fees, charges, or other requirements. Nothing herein shall be interpreted to preclude the District from taking any other action, including but not limited to levying any other fee, charge or requirement of dedication or land, or from requesting the City, County or OSHPD from levying a fee, charge, mitigation measure or other requirement which the District determines is necessary to provide School Facilities which meet the needs of the District, its students, and the community. Such additional requirement may also include participation in a Mello-Roos Community Facility District. The Superintendent or his/her designee is authorized to enter into negotiations with property owners regarding the substitution or charges, dedications, or other requirements in lieu of, or in addition to, the payment of School Facility Fees as described herein; provided, however, that the value of such charges, dedications, or other requirements shall be greater than or comparable to the amounts specified herein. The District expressly makes the findings set forth in Section 2 above for all additional fees, charges, mitigation measures or other requirements referenced herein.

11. Deposit in Fund:

All School Facility Fees and charges, along with any interest income earned thereon, shall be deposited in a separate capital facilities fund in a manner to avoid any co-mingling of the School Facility Fees and charges with other revenues and funds of the District, and shall be expended solely for the purposes for which the School Facility Fees and charges are collected, which the Board hereby designates to be those purposes permitted by any applicable law.

12. Refunds:

In the event that a project qualifies for refund of the School Facility Fee, charge, dedication, or other requirement under Education Code Section 17624, repayment shall be made, less the amount of the administrative costs incurred in collecting and repaying the fee, charge, dedication, or other requirement. That the Board hereby establishes a process that permits the party against whom the commercial/industrial School Facility Fees are imposed, the opportunity for a hearing to appeal that imposition of School Facility Fees for commercial/industrial development as required by Education Code section 17621(e)(2). The appeal process is as follows:

- (a) Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial School Facility Fees to be imposed or paying the commercial/industrial School Facility Fees, pursuant to Education Code section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial School Facility Fees. The party shall state in the written request the grounds for opposing the imposition of commercial/industrial School Facility Fees and said written request shall

be served by personal delivery or certified or registered mail to the Superintendent of the District.

- (b) The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial School Facility Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- (c) Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial School Facility Fees, the Superintendent of the District, or his or her designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial School Facility Fees. The Superintendent, or his or her designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or his or her designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.
- (d) The party against whom the commercial/industrial School Facility Fees are imposed may appeal the Superintendent's, or his or her designee's, decision to the Board of the District.
- (e) The party appealing the Superintendent's, or his or her designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial School Facility Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the District.
- (f) The possible grounds for that appeal to the Board of the District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial School Facility Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- (g) Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial School Facility Fees, the Superintendent of the District, or his or her designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial School Facility Fees. The Board of the District, shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.
- (h) The party appealing the imposition of the commercial/industrial School Facility Fees shall bear the burden of establishing that the commercial/industrial School Facility Fees are improper.

13. Effective Date:

Pursuant to Education Code Section 17621(a), the adoption of, or increase in, the School Facility Fee, charge, dedication, or other requirement shall be effective a minimum of sixty (60) days following the adoption of this Resolution on March 14, 2012. The new School Facility Fees shall take effect May 14, 2012.

14. Severability:

If any clause, phrase, sentence, or section in this Resolution is held invalid, the remaining clauses, phrases, and sections of the Resolution shall remain valid and shall be interpreted in the manner most consistent with deleting the invalid provision.

15. Certification of Resolution:

I, \_\_\_\_\_ Secretary of the Governing Board of the Santa Maria Joint Union High School of Santa Barbara County, State of California, do hereby certify that the foregoing Resolution proposed by \_\_\_\_\_, seconded by \_\_\_\_\_, was duly passed and adopted by said Board, at an official and public meeting thereof, this 14th day of March 2012, the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Clerk/President/Secretary of the Board of Education  
Santa Maria Joint Union High School District

# Santa Maria Jt. Union High School District

2560 Skyway Drive

Santa Maria, CA 93455

805.922.4573

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2012 Developer Fee  
Justification Study  
*for*  
Santa Maria Joint Union High  
School District

Doug Kimberly, Ed.D.  
Superintendent

**Prepared by:**

**SchoolWorks, Inc.**

**6815 Fair Oaks Blvd., Suite 3**

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*Facility Problem Solvers*

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## **I. Background**

Education Code Section 17620 allows school districts to assess fees on new residential and commercial construction within their respective boundaries. These fees can be collected without special city or county approval, to fund the construction of new school facilities necessitated by the impact of residential and commercial development activity. In addition, these fees can also be used to fund the reconstruction of school facilities or reopening schools to accommodate development-related enrollment growth. Fees are collected immediately prior to the time of the issuance of a building permit by the City or the County.

As enrollment increases, additional school facilities will be needed to house the growth in the student population. Because of the high cost associated with constructing school facilities and the District's limited budget, outside funding sources are required for future school construction. State and local funding sources for the construction and/or reconstruction of school facilities are limited.

The authority cited in Education Code Section 17620 states in part "... the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities." The legislation originally established the maximum fee rates at \$1.50 per square foot for residential construction and \$0.25 per square foot for commercial/industrial construction. Government Code Section 65995 provides for an inflationary increase in the fees every two years based on the changes in the Class B construction index. As a result of these adjustments, the fees authorized by Education Code 17620 are currently \$3.20 per square foot of residential construction and \$0.51 per square foot of commercial or industrial construction.



This developer fee justification study demonstrates that the Santa Maria Joint Union High School District requires the full statutory impact fee to accommodate growth from development activity. A fee of \$2.97 per square foot for residential construction and a fee of \$0.47 per square foot for commercial/industrial construction is currently assessed on applicable permits pulled within the District's boundary. This proposed increase represents \$0.23 per square foot and \$0.04 per square foot for residential and commercial/industrial construction, respectively. The District's portion or share of the developer fees collected within its boundary is based on 4/13ths when split with the elementary districts, which equates to approximately 30.77%. The following table shows the impacts of the new fee amounts:

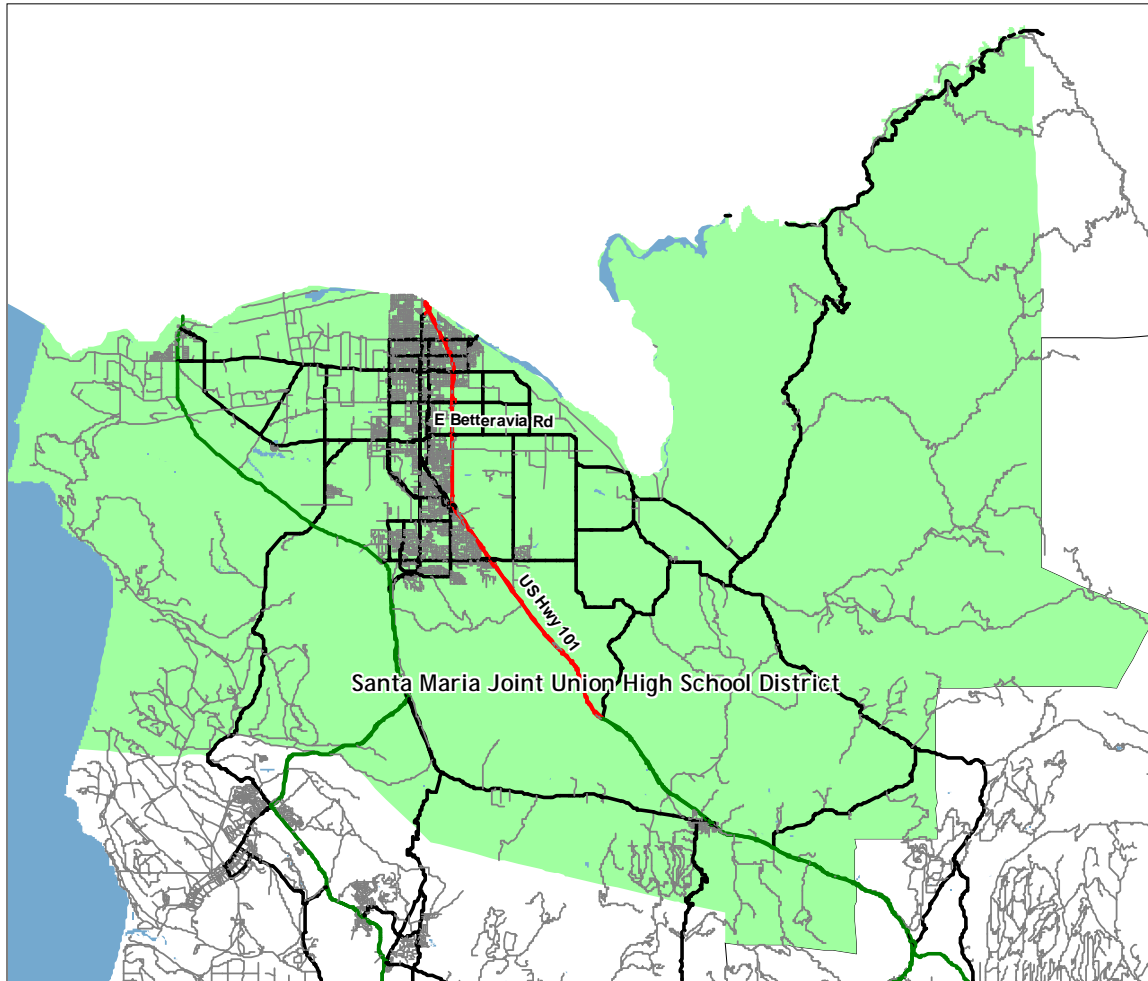
**Table 1**

**SANTA MARIA JOINT UNION HIGH  
Developer Fee Collection Rates**

<b>Totals</b>	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$2.97	\$3.20	\$0.23
Commercial/Ind.	\$0.47	\$0.51	\$0.04
District Share:	30.77%		
<b>Net Impact</b>	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$0.91	\$0.98	\$0.07
Commercial/Ind.	\$0.14	\$0.16	\$0.02

District Map

The following map shows the extent of the areas for which development fees are applicable to the Santa Maria Joint Union High School District.



## II. Purpose and Intent

Prior to levying developer fees, a district must demonstrate and document that a reasonable relationship exists between the need for new or reconstructed school facilities and residential, commercial and industrial development. The justification for levying fees is required to address three basic links between the need for facilities and new development. These links or nexus are:

Burden Nexus: A district must identify the number of students anticipated to be generated by residential, commercial and industrial development. In addition, the district shall identify the school facility and cost impact of these students.

Cost Nexus: A district must demonstrate that the fees to be collected from residential, commercial and industrial development will not exceed the cost of providing school facilities for the students to be generated from the development.

Benefit Nexus: A district must show that the construction or reconstruction of school facilities to be funded by the collection of developer fees will benefit the students generated by residential, commercial and industrial development.

The purpose of this report is to document if a reasonable relationship exists between residential, commercial and industrial development and the need for additional facilities in the Santa Maria Joint Union High School District.

Following in this report will be figures indicating the current enrollment and the projected growth occurring within the attendance boundaries of the Santa Maria Joint Union High School District. This projected growth will then be loaded into existing facilities to the extent of available space. Thereafter, the needed facilities will be determined and an estimated cost will be assigned. The cost of the facilities will then be compared to the area of residential, commercial and industrial development to determine the amount of developer fees justified.

### III. Enrollment Projections

In 2011/2012 the District's total enrollment (CBEDS) was 7,639 students. The enrollment by grade level is shown here in Table 2.

**Table 2**  
**SANTA MARIA JOINT UNION HIGH**  
**CURRENT ENROLLMENT**

<b>Grade</b>	<b>2011/2012</b>
9	1,772
10	1,868
11	1,741
12	1,881
<hr/>	
9-12 Total	7,262
Sec SDC	377
Total	7,639

This data will be the basis for the enrollment projections which will be presented later after a review of the development projections and the student generation factors.

#### Student Generation Factor

In determining the impact of new development, the District is required to show how many students will be generated from the new developments. In order to ensure that new development is paying only for the impact of those students that are being generated by new homes and businesses, the student generation factor is applied to the number of new housing units to determine development-related growth. The District may either use the local student yield rate or the State-wide average student generation factor.

The student generation factor identifies the number of students per housing unit and provides a link between residential construction projects and projections of increased enrollment. The State-wide factor used by the Office of Public School Construction is 0.20 for grades 9-12. For the purposes of this report we will use the State factors to

determine the students generated from new housing developments. Table 3 shows the student generation factor.

**Table 3**  
**STUDENT GENERATION FACTORS**

<u>Grades</u>	<u>Students per Household</u>
9-12	0.2
<b>Total</b>	<b>0.2</b>

New Residential Development Projections

The Santa Maria Joint Union High School District has experienced an average new residential construction rate of approximately 63 units per year. Projecting the average rate forward, we would expect that 315 units of residential housing will be built within the District boundaries over the next five years.

To determine the impact of residential development, an enrollment projection is done. Applying the student generation factor of 0.2 to the projected 315 units of residential housing, we expect that 63 high school students will be generated from the new residential construction over the next five years.

The District is required to use the development-based enrollment projection for the purposes of this study. This is utilized as the cost basis for development impact throughout this study, unless otherwise noted.

**Table 4**  
**SANTA MARIA JOINT UNION HIGH**  
**FIVE YEAR ENROLLMENT PROJECTIONS**

<u>Grades</u>	<u>Current Enrollment</u>	<u>Development Projection</u>	<u>Projected Enrollment</u>
9 to 12	7,262	63	7,325
<u>SDC</u>	<u>377</u>	<u>0</u>	<u>377</u>
Totals	7,639	63	7,702

#### IV. Existing Facility Capacity

To determine the need for additional school facilities, the capacity of the existing facilities must be identified and compared to current and anticipated enrollments. The District's existing building capacity will be calculated using the State classroom loading standards shown in Table 6. The following types of "support-spaces" necessary for the conduct of the District's comprehensive educational program, are not included as "teaching stations," commonly known as "classrooms" to the public:

**Table 5**

**Santa Maria Joint Union High School District  
List of Core and Support Facilities**

Library	Resource Specialist
Multipurpose Room	Gymnasium
Office Area	Lunch Room
Staff Workroom	P.E. Facilities

Because the District requires these types of support facilities as part of its existing facility and curriculum standards at its schools, new development's impact must not materially or adversely affect the continuance of these standards. Therefore, new development cannot require that the District house students in these integral support spaces.

#### Classroom Loading Standards

The following maximum classroom loading-factors are used to determine teaching-station "capacity," in accordance with the State legislation and the State School Building Program. These capacity calculations are also used in preparing and filing the baseline school capacity statement with the Office of Public School Construction.

**Table 6**

**State Classroom Loading Standards**

9 <sup>th</sup> -12 <sup>th</sup> Grades	27 Students/Classroom
Special Ed	13 Students/Classroom



Existing Facility Capacity

The State determines the baseline capacity by either loading all permanent teaching stations plus a maximum number of portables equal to 25% of the number of permanent classrooms or by loading all permanent classrooms and only portables that are owned or have been leased for over 5 years. As allowed by law and required by the State, facility capacities are calculated by identifying the number of teaching stations at each campus. All qualified teaching stations were included in the calculation of the capacities. To account for activity and changes since the baseline was established, the student grants for new construction projects funded by OPSC have been added. Using these guidelines the District's current State calculated capacity is shown in Table 7.

**Table 7**

<b>SANTA MARIA JOINT UNION HIGH Summary of Existing Facility Capacity</b>							
School Facility	Permanent Classrooms	Portable Classrooms	Chargable Portables	Total Chargable Classrooms	State Loading Factor	State Funded Projects	Total State Capacity
Grades 9-12	95	104	29	124	27	2,994	6,342
Special Ed	8	4	4	12	13	70	214
<b>Totals</b>	<b>103</b>	<b>108</b>	<b>33</b>	<b>136</b>		<b>3,064</b>	<b>6,556</b>

OPSC Funded Projects

<u>Project #</u>	<u>9-12 Grants</u>	<u>Special Ed</u>	<u>Total</u>
1	2,697	70	2,767
2	54	0	54
3	243	0	243
<b>Totals</b>	<b>2,994</b>	<b>70</b>	<b>3,064</b>

As Table 7 shows, the total State capacity of the District facilities is 6,556 students.

Unhoused Students by State Housing Standards

This next chart compares the capacity with the space needed to determine if there is available space for new students from the projected developments. The space needed was determined by reviewing the historic enrollments over the past four years along with the projected enrollment in five years to determine the maximum seats needed to house



the students within the existing homes. The seats needed were determined individually for each grade grouping. The projected enrollment in this analysis did not include the impact of any new housing units.

**Table 8**

**SANTA MARIA JOINT UNION HIGH  
Summary of Available District Capacity**

School Facility	State Capacity	Space Needed	Available Capacity
Grades 9-12	6,342	7,262	(920)
Special Ed	214	377	(163)
Totals	6,556	7,639	(1,083)

Since the space needed exceeds the District capacity there is no excess capacity available to house students from new development.

**V. Calculation of Development's Fiscal Impact on Schools**

This section of the study will demonstrate that a reasonable relationship exists between residential, commercial/industrial development and the need for additional school facilities in the Santa Maria Joint Union High School District. To the extent this relationship exists, the District is justified in levying developer fees as authorized by Education Code Section 17620.

School Facility Construction Costs

For the purposes of estimating the cost of building schools we have used the State School Building Program funding allowances. These amounts are shown in Table 9. In addition to the basic construction costs, there are site acquisition costs of \$301,640 per acre and service-site, utilities, off-site and general site development costs which are also shown in Table 9. The land cost was based on the OPSC funding allowance for the site acquisition for Santa Maria-Bonita Elementary School District's recent purchase of the Acquistapace site, project number 50/69120-00-017. This project had a site purchase amount of \$3,378,364 for a total of 11.2 acres.

**Table 9**

**NEW CONSTRUCTION COSTS**

<u>Grade</u>	<u>Base Grant</u>	<u>Fire Alarms</u>	<u>Fire Sprinklers</u>	Per Student	
				<u>Total</u>	
9-12	\$25,442	\$50	\$392	\$25,884	
<b>Site Acreage Needs</b>					
	Typical	Average	Projected	Equivalent	Site
<u>Grade</u>	<u>Acres</u>	<u>Students</u>	<u>Unhoused Students</u>	<u>Sites Needed</u>	<u>Acres Needed</u>
9-12	40	1,500	63	0.04	1.68
<b>TOTAL</b>					<b>1.68</b>

**General Site Development Allowance**

<u>Grade</u>	<u>Acres</u>	Allowance/		<u>% Allowance</u>	<u>Added Cost</u>	<u>Total Cost</u>
		<u>Acres</u>	<u>Base Cost</u>			
9-12	1.68	\$30,730	\$51,626	3.75%	\$6,151	\$112,777
<b>Totals</b>	<b>1.68</b>					<b>\$112,777</b>

**Site Acquisition & Development Summary**

<u>Grade</u>	<u>Acres To Be Bought</u>	<u>Land Cost/Acre</u>	<u>Total Land Cost</u>	<u>Site Development Cost/Acre</u>	<u>Site Dev. Cost</u>	<u>General Site Development</u>	<u>Total Site Development</u>
<b>Totals</b>	<b>1.68</b>		<b>\$506,755</b>		<b>\$375,020</b>	<b>\$112,777</b>	<b>\$487,797</b>

Note: The grant amounts used are twice those shown in the appendix to represent the full cost of the facility needs and not just the standard State funding share of 50%.

The general site development allowance is based on the OPSC formulas which includes a per acre amount which we define as the base cost plus an added cost which is determined by multiplying the % allowance times the total facility construction cost shown in Table 10.

Impact of Residential Development

This next table compares the development-related enrollment projection to the available district capacity for each grade level and then multiplies the unhoused students by the new school construction costs to determine the total school facility costs related to the impact of new residential housing developments.

In addition, the State provides that each District shall be reimbursed for site acquisition costs, including appraisals, surveys and title reports. The District needs to acquire 1.68 acres to meet the needs of the students projected from the new developments.



**Table 10**

**SANTA MARIA JOINT UNION HIGH  
 Summary of Residential Impact**

School Facility	Development Projection	Available Space	Net Unhoused	Construction Cost Per Student	Total Facility Costs
Grades 9-12	63	0	63	\$25,884	\$1,630,692
Site Purchase: 1.68 acres					\$506,755
Site Development:					\$487,797
			<b>New Construction Needs:</b>		<b>\$2,625,244</b>
			<b>TOTAL NEEDS:</b>		<b>\$2,625,244</b>
			<b>Average cost per student:</b>		<b>\$41,671</b>

The total need for school facilities based on the impact of the 315 new housing units projected over the next five years totals \$2,625,244. To determine the impact per square foot of residential development, this amount is divided by the total square feet of the projected developments. As calculated from the historic Developer Fee Permits, the average size home built has averaged 2,379 square feet. The total area for 315 new homes would therefore be 749,385 square feet. The total residential fee needed to be able to collect \$2,625,244 would be **\$3.50** per square foot. Since the District's share of the State Maximum Fee is currently \$0.98 (4/13ths of \$3.20) for residential construction, the District is justified in collecting the maximum fee.

Impact of Commercial/Industrial Development

There is a correlation between the growth of commercial/industrial firms/facilities within a community and the generation of school students within most business service areas. Fees for commercial/industrial can only be imposed if the residential fees will not fully mitigate the cost of providing school facilities to students from new development.

The approach utilized in this section is to apply statutory standards, U.S. Census employment statistics, and local statistics to determine the impact of future commercial/industrial development projects on the District. Many of the factors used in this analysis were taken from the U.S. Census, which remains the most complete and authoritative source of information on the community in addition to the “1990 SanDAG Traffic Generators Report”.

Employees per Square Foot of Commercial Development

Results from a survey published by the San Diego Association of Governments “1990 San DAG Traffic Generators” are used to establish numbers of employees per square foot of building area to be anticipated in new commercial or industrial development projects. The average number of workers per 1,000 square feet of area ranges from 0.06 for Rental Self Storage to 4.79 for Standard Commercial Offices. The generation factors from that report are shown in the following table.

**Table 11**

<b>Commercial/Industrial Category</b>	<b>Average Square Foot Per Employee</b>	<b>Employees Per Average Square Foot</b>
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self Storage	15541	0.00006
Scientific Research & Development	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	209	0.00479
Large High Rise Commercial Office	232	0.00431
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

Source: 1990 SanDAG Traffic Generators report

### Students per Employee

The number of students per employee is determined by using the 2000 and 2010 U.S. Census data for the City of Santa Maria. According to the Census, there were 29,874 employees and 22,847 homes in the City in 2000. This represents a ratio of 1.3076 employees per home. The number of homes in the District in 2010 was 43,608. Since the employee data for the 2010 Census is not yet available, we assume the ratio of employees has not changed and therefore there would be 57,020 employees in 2010.

There were 7,793 school age children attending the District in 2010. This is a ratio of 0.1367 students per employee. This ratio, however, must be reduced by including only the percentage of employees that worked in their community of residence (42.6%), because only those employees living in the District will impact the District's school facilities with their children. The actual ratio of students per employee in the district is 0.0582.

### School Facilities Cost per Student

State costs for housing commercially generated students are the same as those used for residential construction. The cost factors used to assess the impact from commercial development projects are contained in Table 10.

### Residential Offset

When additional employees are generated in the District as a result of new commercial/industrial development, fees will also be charged on the residential units necessary to provide housing for the employees living in the District. To prevent a commercial or industrial development from paying for the portion of the impact that will be covered by the residential fee, this amount has been calculated and deducted from each category. The residential offset amount is calculated by multiplying the following factors together and dividing by 1,000 (to convert from cost per 1,000 square feet to cost per square foot).

- Employees per 1,000 square feet (varies from a low of 0.06 for rental self storage to a high of 4.79 for office building).

- Percentage of employees that worked in their community of residence (42.6 percent). This was derived from 2000 Census data for the District.
- Housing units per employee (0.7648). This was derived from 2000 census data for the District, which indicates there were 22,847 housing units and 29,874 employees.
- Average square feet per dwelling unit (2,379).
- District's Share of the Residential fee rate (\$0.98 (4/13ths of \$3.20) per square foot).

The following table shows the calculation of the school facility costs generated by a square foot of new commercial/industrial development for each category of development.

**Table 12**

<b>SANTA MARIA JOINT UNION HIGH</b>							
<b>Summary of Commercial and Industrial Uses</b>							
<u>Type</u>	<u>Employees per 1,000 Sq. Ft.</u>	<u>Students per Employee</u>	<u>Students per 1,000 Sq. Ft.</u>	<u>Average Cost per Student</u>	<u>Cost per Sq. Ft.</u>	<u>Residential offset per Sq. Ft.</u>	<u>Net Cost per Sq. Ft.</u>
Banks	2.83	0.0582	0.1648	\$41,671	\$6.87	\$2.15	\$4.72
Community Shopping Centers	1.53	0.0582	0.0891	\$41,671	\$3.71	\$1.16	\$2.55
Neighborhood Shopping Centers	2.71	0.0582	0.1578	\$41,671	\$6.57	\$2.06	\$4.52
Industrial Business Parks	3.52	0.0582	0.2049	\$41,671	\$8.54	\$2.67	\$5.87
Industrial Parks	1.35	0.0582	0.0786	\$41,671	\$3.28	\$1.03	\$2.25
Rental Self Storage	0.06	0.0582	0.0035	\$41,671	\$0.15	\$0.05	\$0.10
Scientific Research & Development	3.04	0.0582	0.1770	\$41,671	\$7.38	\$2.31	\$5.07
Lodging	1.13	0.0582	0.0658	\$41,671	\$2.74	\$0.86	\$1.88
Standard Commercial Office	4.79	0.0582	0.2789	\$41,671	\$11.62	\$3.64	\$7.98
Large High Rise Commercial Office	4.31	0.0582	0.2509	\$41,671	\$10.46	\$3.27	\$7.18
Corporate Offices	2.69	0.0582	0.1566	\$41,671	\$6.53	\$2.04	\$4.48
Medical Offices	4.27	0.0582	0.2486	\$41,671	\$10.36	\$3.24	\$7.12

\*Based on 1990 SanDAG Traffic Generator Report

Net Cost per Square Foot

Since the District's share of the State Maximum Fee is now \$0.16 (4/13ths of \$0.51) for commercial/industrial construction, the District is justified in collecting the maximum fee for all categories with the exception of Rental Self Storage. The District will only be allowed to collect \$0.10 per square foot of Rental Self Storage construction.

Verifying the Sufficiency of the Development Impact

Education Code Section 17620 requires districts to find that fee revenues will not exceed the cost of providing school facilities to the students generated by the development paying the fees. This section shows that the fee revenues do not exceed the impact of the new development.

The total need for school facilities totals \$2,320,089. The amount the District would collect over the five year period at the maximum rate of \$0.98 (4/13ths of \$3.20) for residential and \$0.16 (4/13ths of \$0.51) for commercial/industrial development would be as follows:

$\$0.98 \times 315 \text{ homes} \times 2,379 \text{ sq ft per home} = \$734,397$  for Residential

$\$0.16 \times 184,121 \text{ sq ft per year} \times 5 \text{ years} = \$147,297$  for Commercial/Industrial

Total projected 5 year income: \$881,694

The District's income is less than the projected needs.



## VI. Conclusion

Based on the data contained in this study, it is found that a reasonable relationship exists between residential, commercial/industrial development and the need for additional school facilities in the Santa Maria Joint Union High School District. The following three nexus tests required to show justification for levying fees have been met:

Burden Nexus: New residential development will generate an average of 0.2 9-12 grade students per unit. Because the District has exceeded its capacity, all students generated by new development will require additional school facilities.

Cost Nexus: The cost to provide new and reconstructed facilities is an average of \$3.50 per square foot of residential development. Each square foot of residential development will generate \$0.98 (4/13ths of \$3.20) in developer fees resulting in a shortfall of \$2.52 per square foot.

Benefit Nexus: The developer fees to be collected by the Santa Maria Joint Union High School District will be used for the provision of additional and reconstructed school facilities. This will benefit the students to be generated by new development by providing them with adequate educational facilities.

The reasonable relationship identified by these findings provides the required justification for the Santa Maria Joint Union High School District to levy the maximum fees of \$0.98 (4/13ths of \$3.20) per square foot for residential construction and \$0.16 (4/13ths of \$0.51) per square foot for commercial/industrial construction, except for rental self storage facilities in which a fee of \$0.10 per square foot is justified as authorized by Education Code Section 17620.



## **Santa Maria Joint Union High School District 2012 Developer Fee Justification Study**

- ✓ SAB 50-01 - Enrollment certification/Projection
- ✓ Census Data
- ✓ Use of Developer Fees
- ✓ Site Development Costs
- ✓ Index Adjustment on the Assessment for Development – State Allocation Board Meeting of January 25, 2012
- ✓ Annual Adjustment to School Facility Program Grants

***March 2012***

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SCHOOL DISTRICT Santa Maria Joint Union High School District	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 69310
COUNTY Santa Barbara	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one:  **Fifth-Year Enrollment Projection**  **Tenth-Year Enrollment Projection**  
 HSAA Districts Only - Check one:  **Attendance**  **Residency**  
 **Residency - COS Districts Only** - (Fifth Year Projection Only)

<input type="checkbox"/> <b>Modified Weighting</b> (Fifth-Year Projection Only)	3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current
<input type="checkbox"/> <b>Alternate Weighting</b> - (Fill in boxes to the right):			

**Part G. Number of New Dwelling Units**  
 (Fifth-Year Projection Only)

**Part H. District Student Yield Factor**  
 (Fifth-Year Projection Only)

**Part I. Projected Enrollment**

**1. Fifth-Year Projection**

**Enrollment/Residency** - (except Special Day Class pupils)

K-6	7-8	9-12	<b>TOTAL</b>
0	0	7441	<b>7441</b>

**Special Day Class pupils only - Enrollment/Residency**

	<b>Elementary</b>	<b>Secondary</b>	<b>TOTAL</b>
Non-Severe	0	270	<b>270</b>
Severe	0	126	<b>126</b>
<b>TOTAL</b>	<b>0</b>	<b>396</b>	

**2. Tenth-Year Projection**

**Enrollment/Residency** - (except Special Day Class pupils)

K-6	7-8	9-12	<b>TOTAL</b>

**Special Day Class pupils only - Enrollment/Residency**

	<b>Elementary</b>	<b>Secondary</b>	<b>TOTAL</b>
Non-Severe			
Severe			
<b>TOTAL</b>			

*I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:*

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

**Part A. K-12 Pupil Data**

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
	/	/	/	/	2008 / 2009	2009 / 2010	2010 / 2011	2011 / 2012
K					2264	2446	2548	2510
1					2232	2327	2512	2588
2					2129	2144	2255	2461
3					2164	2107	2143	2223
4					2082	2153	2125	2136
5					2189	2074	2186	2113
6					2013	2184	2076	2165
7					2097	2014	2194	2094
8					2015	2082	2014	2156
9					1903	1809	1840	1716
10					1889	1881	1773	1785
11					1725	1756	1744	1616
12					1625	1593	1581	1638
<b>TOTAL</b>					<b>26327</b>	<b>26570</b>	<b>26991</b>	<b>27201</b>

**Part B. Pupils Attending Schools Chartered By Another District**

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
				297	416	510	650

**Part C. Continuation High School Pupils - (Districts Only)**

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9					0	0	69	56
10					1	4	21	83
11					32	73	127	125
12					179	162	297	243
<b>TOTAL</b>					<b>212</b>	<b>239</b>	<b>514</b>	<b>507</b>

**Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)**

	Elementary	Secondary	TOTAL
Non-Severe	0	257	<b>257</b>
Severe	0	120	<b>120</b>
<b>TOTAL</b>	<b>0</b>	<b>377</b>	

**Part E. Special Day Class Pupils - (County Superintendent of Schools Only)**

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
/	/	/	/	2008 / 2009	2009 / 2010	2010 / 2011	2011 / 2012

**Part F. Birth Data - (Fifth-Year Projection Only)**

County Birth Data  Birth Data by District ZIP Codes  Estimate  Estimate  Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

**Diane Bennett**

SIGNATURE OF DISTRICT REPRESENTATIVE

*Diane Bennett*

DATE

2/28/12

TELEPHONE NUMBER

805-922-4573 x 4401

E-MAIL ADDRESS

dbennett@smjuhsd.org



QT-H1

General Housing Characteristics: 2000

Census 2000 Summary File 1 (SF 1) 100-Percent Data

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf1u.htm>.

Subject	Santa Maria city, California	
	Number	Percent
<b>OCCUPANCY STATUS</b>		
Total housing units	22,847	100.0
Occupied housing units	22,146	96.9
Vacant housing units	701	3.1
<b>TENURE</b>		
Occupied housing units	22,146	100.0
Owner-occupied housing units	12,389	55.9
Renter-occupied housing units	9,757	44.1
<b>VACANCY STATUS</b>		
Vacant housing units	701	100.0
For rent	314	44.8
For sale only	118	16.8
Rented or sold, not occupied	55	7.8
For seasonal, recreational, or occasional use	56	8.0
For migratory workers	2	0.3
Other vacant	156	22.3
<b>RACE OF HOUSEHOLDER</b>		
Occupied housing units	22,146	100.0
One race	21,232	95.9
White	15,133	68.3
Black or African American	472	2.1
American Indian and Alaska Native	342	1.5
Asian	1,032	4.7
Native Hawaiian and Other Pacific Islander	38	0.2
Some other race	4,215	19.0
Two or more races	914	4.1
<b>HISPANIC OR LATINO HOUSEHOLDER AND RACE OF HOUSEHOLDER</b>		
Occupied housing units	22,146	100.0
Hispanic or Latino (of any race)	9,533	43.0
Not Hispanic or Latino	12,613	57.0
White alone	10,677	48.2
<b>AGE OF HOUSEHOLDER</b>		
Occupied housing units	22,146	100.0
15 to 24 years	1,180	5.3
25 to 34 years	4,304	19.4
35 to 44 years	5,114	23.1
45 to 54 years	3,906	17.6
55 to 64 years	2,554	11.5
65 years and over	5,088	23.0
65 to 74 years	2,526	11.4
75 to 84 years	2,019	9.1
85 years and over	543	2.5

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices H3, H4, H5, H6, H7, and H16.



QT-P23

Journey to Work: 2000

Census 2000 Summary File 3 (SF 3) - Sample Data

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Subject	Santa Maria city, California	
	Number	Percent
<b>MEANS OF TRANSPORTATION AND CARPOOLING</b>		
Workers 16 and over	29,874	100.0
Car, truck, or van	28,037	93.9
Drove alone	19,661	65.8
Carpooled	8,376	28.0
In 2-person carpool	4,518	15.1
In 3-person carpool	1,745	5.8
In 4-person carpool	1,327	4.4
In 5- or 6-person carpool	649	2.2
In 7-or-more-person carpool	137	0.5
Workers per car, truck, or van	1.22	(X)
Public transportation	216	0.7
Bus or trolley bus	199	0.7
Streetcar or trolley car (público in Puerto Rico)	17	0.1
Subway or elevated	0	0.0
Railroad	0	0.0
Ferryboat	0	0.0
Taxicab	0	0.0
Motorcycle	72	0.2
Bicycle	279	0.9
Walked	488	1.6
Other means	386	1.3
Worked at home	396	1.3
<b>TRAVEL TIME TO WORK</b>		
Workers who did not work at home	29,478	100.0
Less than 10 minutes	5,635	19.1
10 to 14 minutes	6,927	23.5
15 to 19 minutes	5,558	18.9
20 to 24 minutes	3,323	11.3
25 to 29 minutes	902	3.1
30 to 34 minutes	3,648	12.4
35 to 44 minutes	1,080	3.7
45 to 59 minutes	1,030	3.5
60 to 89 minutes	931	3.2
90 or more minutes	444	1.5
Mean travel time to work (minutes)	20.0	(X)
<b>TIME LEAVING HOME TO GO TO WORK</b>		
Workers who did not work at home	29,478	100.0
5:00 to 5:59 a.m.	3,151	10.7
6:00 to 6:29 a.m.	5,131	17.4
6:30 to 6:59 a.m.	3,547	12.0
7:00 to 7:29 a.m.	3,140	10.7
7:30 to 7:59 a.m.	3,700	12.6
8:00 to 8:29 a.m.	2,495	8.5

Subject	Santa Maria city, California	
	Number	Percent
8:30 to 8:59 a.m.	1,256	4.3
9:00 to 11:59 a.m.	2,229	7.6
12:00 to 3:59 p.m.	1,891	6.4
All other times	2,938	10.0

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices P30, P31, P33, P34, and P35.



ARIZON NEW MEXICO

OKLAHOMA

ARKANSAS

TENNESSEE

NORTH CAROLINA

SOUTH CAROLINA

QT-H1

General Housing Characteristics: 2010

2010 Census Summary File 1

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/sf1.pdf>.

**Geography: Santa Maria Joint Union High School District, California**

Subject	Number	Percent
<b>OCCUPANCY STATUS</b>		
Total housing units	43,608	100.0
Occupied housing units	41,430	95.0
Vacant housing units	2,178	5.0
<b>TENURE</b>		
Occupied housing units	41,430	100.0
Owner occupied	24,460	59.0
Owned with a mortgage or loan	18,226	44.0
Owned free and clear	6,234	15.0
Renter occupied	16,970	41.0
<b>VACANCY STATUS</b>		
Vacant housing units	2,178	100.0
For rent	696	32.0
Rented, not occupied	46	2.1
For sale only	467	21.4
Sold, not occupied	97	4.5
For seasonal, recreational, or occasional use	209	9.6
For migratory workers	4	0.2
Other vacant	659	30.3
<b>TENURE BY HISPANIC OR LATINO ORIGIN OF HOUSEHOLDER BY RACE OF HOUSEHOLDER</b>		
Occupied housing units	41,430	100.0
Owner-occupied housing units	24,460	59.0
Not Hispanic or Latino householder	16,146	39.0
White alone householder	14,101	34.0
Black or African American alone householder	302	0.7
American Indian and Alaska Native alone householder	106	0.3
Asian alone householder	1,269	3.1
Native Hawaiian and Other Pacific Islander alone householder	35	0.1
Some Other Race alone householder	22	0.1
Two or More Races householder	311	0.8
Hispanic or Latino householder	8,314	20.1
White alone householder	4,665	11.3
Black or African American alone householder	32	0.1
American Indian and Alaska Native alone householder	156	0.4
Asian alone householder	76	0.2
Native Hawaiian and Other Pacific Islander alone householder	5	0.0
Some Other Race alone householder	2,949	7.1
Two or More Races householder	431	1.0
Renter-occupied housing units	16,970	41.0
Not Hispanic or Latino householder	6,759	16.3
White alone householder	5,426	13.1
Black or African American alone householder	370	0.9



<b>Subject</b>	<b>Number</b>	<b>Percent</b>
American Indian and Alaska Native alone householder	107	0.3
Asian alone householder	536	1.3
Native Hawaiian and Other Pacific Islander alone householder	25	0.1
Some Other Race alone householder	22	0.1
Two or More Races householder	273	0.7
Hispanic or Latino householder	10,211	24.6
White alone householder	4,868	11.7
Black or African American alone householder	59	0.1
American Indian and Alaska Native alone householder	242	0.6
Asian alone householder	65	0.2
Native Hawaiian and Other Pacific Islander alone householder	6	0.0
Some Other Race alone householder	4,379	10.6
Two or More Races householder	592	1.4

X Not applicable.

Source: U.S. Census Bureau, 2010 Census.

Summary File 1, Tables H3, H4, H5, and HCT1.

## Use of Developer Fees:

A School District can use the revenue collected on residential and commercial/industrial construction for the purposes listed below:

- Purchase or lease of interim school facilities to house students generated by new development pending the construction of permanent facilities.
- Purchase or lease of land for school facilities for such students.
- Acquisition of school facilities for such students, including:
  - Construction
  - Modernization/reconstruction
  - Architectural and engineering costs
  - Permits and plan checking
  - Testing and inspection
  - Furniture, Equipment and Technology for use in school facilities
- Legal and other administrative costs related to the provision of such new facilities
- Administration of the collection of, and justification for, such fees, and
- Any other purpose arising from the process of providing facilities for students generated by new development.

Following is an excerpt from the Education Code that states the valid uses of the Level 1 developer fees. It refers to construction and reconstruction. The term reconstruction was originally used in the Leroy Greene program. The term modernization is currently used in the 1998 State Building Program and represents the same scope of work used in the original reconstruction projects.

**Ed Code Section 17620.** (a) (1) The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code. This fee, charge, dedication, or other requirement may be applied to construction only as follows: ...

The limitations referred to in this text describe the maximum amounts that can be charged for residential and commercial/industrial projects and any projects that qualify for exemptions. They do not limit the use of the funds received.



**Determination of Average State allowed amounts for Site Development Costs**

**Elementary Schools**

<u>District</u>	<u>Project #</u>	<u>Acres</u>	Original		2009 Adjusted		2009 <u>Cost/Acre</u>	
			<u>OPSC Site Development</u>	<u>Inflation Factor</u>	<u>Site Development</u>	<u>Project Year</u>		
Davis Jt Unified	3	9.05	\$532,282	38.4%	\$1,473,469	2004	\$162,814	
Dry Creek Jt Elem	2	8.5	\$516,347	46.2%	\$1,509,322	2002	\$177,567	
Dry Creek Jt Elem	5	11.06	\$993,868	20.1%	\$2,387,568	2006	\$215,874	
Elk Grove Unified	5	12.17	\$556,011	48.2%	\$1,648,316	2001	\$135,441	
Elk Grove Unified	10	11	\$690,120	48.2%	\$2,045,888	2001	\$185,990	
Elk Grove Unified	11	10	\$702,127	48.2%	\$2,081,483	2001	\$208,148	
Elk Grove Unified	14	10	\$732,837	46.2%	\$2,142,139	2002	\$214,214	
Elk Grove Unified	16	9.86	\$570,198	46.2%	\$1,666,733	2002	\$169,040	
Elk Grove Unified	17	10	\$542,662	46.2%	\$1,586,243	2002	\$158,624	
Elk Grove Unified	20	10	\$710,730	43.2%	\$2,034,830	2003	\$203,483	
Elk Grove Unified	25	10	\$645,923	38.4%	\$1,788,052	2004	\$178,805	
Elk Grove Unified	28	10.03	\$856,468	24.4%	\$2,130,974	2005	\$212,460	
Elk Grove Unified	39	9.91	\$1,007,695	20.1%	\$2,420,785	2006	\$244,277	
Folsom-Cordova Unified	1	9.79	\$816,196	20.1%	\$1,960,747	2006	\$200,281	
Folsom-Cordova Unified	4	7.5	\$455,908	46.2%	\$1,332,654	2002	\$177,687	
Folsom-Cordova Unified	5	8	\$544,213	46.2%	\$1,590,776	2002	\$198,847	
Folsom-Cordova Unified	8	8.97	\$928,197	11.2%	\$2,063,757	2007	\$230,073	
Galt Jt Union Elem	2	10.1	\$1,033,044	38.4%	\$2,859,685	2004	\$283,137	
Lincoln Unified	1	9.39	\$433,498	46.2%	\$1,267,148	2002	\$134,947	
Lodi Unified	3	11.2	\$555,999	46.2%	\$1,625,228	2002	\$145,110	
Lodi Unified	10	11.42	\$1,245,492	46.2%	\$3,640,669	2002	\$318,798	
Lodi Unified	19	9.93	\$999,164	11.2%	\$2,221,545	2007	\$223,721	
Lodi Unified	22	10	\$1,416,212	7.7%	\$3,051,426	2008	\$305,143	
Natomas Unified	6	8.53	\$685,284	46.2%	\$2,003,138	2002	\$234,834	
Natomas Unified	10	9.83	\$618,251	43.2%	\$1,770,061	2003	\$180,067	
Natomas Unified	12	9.61	\$735,211	24.4%	\$1,829,275	2005	\$190,351	
Rocklin Unified	8	10.91	\$593,056	46.2%	\$1,733,548	2002	\$158,895	
Stockton Unified	1	12.66	\$1,462,232	7.7%	\$3,150,582	2008	\$248,861	
Stockton Unified	2	10.5	\$781,675	43.2%	\$2,237,946	2003	\$213,138	
Stockton Unified	6	12.48	\$1,136,704	20.1%	\$2,730,703	2006	\$218,806	
Tracy Jt Unified	4	10	\$618,254	46.2%	\$1,807,204	2002	\$180,720	
Tracy Jt Unified	10	10	\$573,006	38.4%	\$1,586,202	2004	\$158,620	
Washington Unified	1	8	\$446,161	46.2%	\$1,304,163	2002	\$163,020	
Washington Unified	4	10.76	\$979,085	7.7%	\$2,109,575	2008	\$196,057	
<b>Totals</b>		<b>341.16</b>			<b>\$68,791,833</b>	<b>Average</b>	<b>\$201,641</b>	<b>2012 Adjustment \$203,472</b>

**Middle and High Schools**

<u>District</u>	<u>Project #</u>	<u>Acres</u>	Original		2009 Adjusted		2009 <u>Cost/Acre</u>	
			<u>OPSC Site Development</u>	<u>Inflation Factor</u>	<u>Site Development</u>	<u>Project Year</u>		
Western Placer Unified	4	19.3	\$5,973,312	24.4%	\$7,431,085	2005	\$385,030	
Roseville City Elem	2	21.6	\$1,780,588	48.2%	\$2,639,311	2000	\$122,190	
Elk Grove Unified	4	66.2	\$8,659,494	48.2%	\$12,835,704	2000	\$193,893	
Elk Grove Unified	13	76.4	\$9,791,732	48.2%	\$14,513,986	2001	\$189,974	
Elk Grove Unified	18	84.3	\$13,274,562	43.2%	\$19,002,626	2003	\$225,417	
Grant Jt Union High	2	24	\$2,183,840	48.2%	\$3,237,039	2000	\$134,877	
Center Unified	1	21.2	\$1,944,310	46.2%	\$2,841,684	2002	\$134,042	
Lodi Unified	2	13.4	\$1,076,844	46.2%	\$1,573,849	2002	\$117,451	
Lodi Unified	6	13.4	\$2,002,164	46.2%	\$2,926,240	2002	\$218,376	
Galt Jt Union Elem	1	24.9	\$2,711,360	46.2%	\$3,962,757	2002	\$159,147	
Tahoe Truckee Unified	2	24	\$2,752,632	43.2%	\$3,940,412	2003	\$164,184	
Davis Unified	5	23.3	\$3,814,302	43.2%	\$5,460,199	2003	\$234,343	
Woodland Unified	3	50.2	\$8,664,700	46.2%	\$12,663,792	2002	\$252,267	
Sacramento City Unified	1	35.2	\$4,813,386	46.2%	\$7,034,949	2002	\$199,856	
Lodi Unified	4	47	\$7,652,176	46.2%	\$11,183,950	2002	\$237,956	
Stockton Unified	3	49.1	\$8,959,088	43.2%	\$12,824,996	2003	\$261,202	
Natomas Unified	11	38.7	\$3,017,002	38.4%	\$4,175,850	2004	\$107,903	
Rocklin Unified	11	47.1	\$11,101,088	24.4%	\$13,810,282	2005	\$293,212	
<b>Totals</b>		<b>679.3</b>			<b>\$142,058,711</b>	<b>Average</b>	<b>\$209,125</b>	<b>2012 Adjustment \$191,427</b>
<b>Middle Schools:</b>		<b>260.7</b>			<b>\$49,447,897</b>	<b>Middle</b>	<b>\$189,704</b>	<b>\$191,427</b>
<b>High Schools:</b>		<b>418.6</b>			<b>\$92,610,814</b>	<b>High</b>	<b>\$221,217</b>	<b>\$223,226</b>

REPORT OF THE EXECUTIVE OFFICER  
State Allocation Board Meeting, January 25, 2012

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) at its January meeting. This item requests that the Board make the adjustment it considers appropriate.

AUTHORITY

Education Code Section 17620(a)(1) states the following: "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code."

Government Code Section 65995(b)(3) states the following: "The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting."

BACKGROUND

There are three levels that may be levied for developer's fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer's fee up to 100 percent of the School Facility Program new construction project cost.

In 2010, the Board did not adjust the fee since it decreased, which kept it at the 2008 rate of \$2.97 per square foot for Residential and \$.47 per square foot for Commercial/Industrial.

STAFF ANALYSIS/STATEMENTS

The assessment for development fees for 2006, 2008, 2010, and 2012 are shown below for information. According to the Marshall & Swift (M&S) Eight California Cities Index and Ten Western States Index and the Lee Saylor Index, the cost index for Class B construction adjusted by 8.21, 6.70 and 5.49 percent respectively during the period of January 2010 through January 2012, requiring the assessment for development fees to be adjusted as follows:

Eight California Cities Index Maximum Level I Assessment Per Square Foot

	<u>2006</u>	<u>2008</u>	<u>2010</u>	<u>2012</u>
Residential	\$2.63	\$2.97	\$2.96	3.20
Commercial/Industrial	.42	.47	.47	.51

Ten Western States Index Maximum Level I Assessment Per Square Foot

	<u>2006</u>	<u>2008</u>	<u>2010</u>	<u>2012</u>
Residential	\$2.63	\$2.97	\$3.00	3.20
Commercial/Industrial	.42	.47	.47	.50

Lee Saylor Index Maximum Level I Assessment Per Square Foot

	<u>2006</u>	<u>2008</u>	<u>2010</u>	<u>2012</u>
Residential	\$2.62	\$2.86	\$2.98	3.14
Commercial/Industrial	.42	.46	.48	.51

The M&S Eight California Cities Index fits most appropriately for the construction projects in California. Additionally, it will provide more assessment collection to school districts than the alternate indices.

RECOMMENDATION

Adjust the 2012 maximum Level I assessment for development using the M&S Eight California Cities Index to be effective immediately.

**ATTACHMENT A**

**ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS**  
 State Allocation Board Meeting, January 25, 2012

**Grant Amount Adjustments**

		Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-11	Current Grant Per Pupil Effective 1-1-12
<b>New Construction</b>	Elementary	1859.71	\$9,112	\$9,455
	Middle	1859.71	\$9,637	\$9,999
	High	1859.71	\$12,260	\$12,721
	Special Day Class – Severe	1859.71.1	\$25,601	\$26,564
	Special Day Class – Non-Severe	1859.71.1	\$17,121	\$17,765
	Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$11	\$11
	Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$15	\$16
	Automatic Fire Detection/Alarm System – High	1859.71.2	\$24	\$25
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$47	\$49
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$32	\$33
	Automatic Sprinkler System – Elementary	1859.71.2	\$153	\$159
	Automatic Sprinkler System – Middle	1859.71.2	\$182	\$189
	Automatic Sprinkler System – High	1859.71.2	\$189	\$196
	Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$484	\$502
	Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$324	\$336
<b>Modernization</b>	Elementary	1859.78	\$3,470	\$3,600
	Middle	1859.78	\$3,671	\$3,809
	High	1859.78	\$4,804	\$4,985
	Special Day Class - Severe	1859.78.3	\$11,054	\$11,470
	Special Day Class – Non-Severe	1859.78.3	\$7,396	\$7,674
	State Special School – Severe	1859.78	\$18,429	\$19,122
	Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$111	\$115
	Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$111	\$115
	Automatic Fire Detection/Alarm System – High	1859.78.4	\$111	\$115
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$310	\$322
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.78.4	\$208	\$216
	Over 50 Years Old – Elementary	1859.78.6	\$4,819	\$5,000
	Over 50 Years Old – Middle	1859.78.6	\$5,098	\$5,290
	Over 50 Years Old – High	1859.78.6	\$6,674	\$6,925
	Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$15,360	\$15,938
	Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$10,272	\$10,658
	Over 50 Years Old – State Special School – Severe	1859.78.6	\$25,601	\$26,564

**ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS**

**Grant Amount Adjustments**

New Construction / Modernization / Joint-Use	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-11	Current Grant Per Pupil Effective 1-1-12
Therapy/Multipurpose Room/Other (per square foot)	1859.72 1859.73.2 1859.82 1859.125 1859.125.1	\$148	\$154
Toilet Facilities (per square foot)	1859.72 1859.73.2 1859.82 1859.125 1859.125.1	\$268	\$278
<b>New Construction Only</b>			
Parking Spaces	1859.76	\$11,586	\$12,022
General Site Grant (per acre for additional acreage being acquired)	1859.76	\$14,808	\$15,365
Project Assistance (for school district with less than 2,500 pupils)	1859.73.1	\$5,498	\$5,705
<b>Modernization Only</b>			
Two-stop Elevator	1859.83	\$92,675	\$96,160
Additional Stop	1859.83	\$16,680	\$17,307
Project Assistance (for school district with less than 2,500 pupils)	1859.78.2	\$2,930	\$3,040
<b>Facility Hardship / Rehabilitation</b>			
Current Replacement Cost - Other (per square foot)	1859.2	\$296	\$307
Current Replacement Cost - Toilets (per square foot)	1859.2	\$535	\$555
Interim Housing – Financial Hardship (per classroom)	1859.81	\$30,539	\$31,687
<b>Charter School Facilities Program - Preliminary Apportionment Amounts</b>			
Charter School Elementary	1859.163.1	\$8,638	\$8,963
Charter School Middle	1859.163.1	\$9,145	\$9,489
Charter School High	1859.163.1	\$11,944	\$12,393
Charter School Special Day Class - Severe	1859.163.1	\$27,524	\$28,559
Charter School Special Day Class - Non-Severe	1859.163.1	\$18,406	\$19,098

**RESOLUTION 11 - EXHIBIT B**  
**SPLIT FEE AGREEMENT LETTER**

**AGREEMENT**

This Agreement is entered into by and between the **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT** and the **ELEMENTARY SCHOOL DISTRICT**.

1. The parties agree that the following recitals are true:
  - a. Education Code Section 17620 permits the governing boards of school districts to levy a fee, charge, dedication or other form of requirement on residential, commercial and industrial development for the purpose of funding the construction and reconstruction of school facilities; and
  - b. Section 65995 of the Government Code limits the fees levied to **\$3.20** per square foot of residential development and **\$.51** per square foot of commercial or industrial development; and
  - c. Both the High School and Elementary School are impacted by residential, commercial and industrial development, and it will be necessary for each of them to levy fees pursuant to Education Code Section 17620 as a means of mitigating that impact; and
  - d. The High School District and Elementary School District each desire that a workable process be established so that the revenues generated within the common boundaries can be allocated between the High School and the Elementary School on a fair and reasonable basis.
2. The parties agree that the revenues of developer fees levied and collected within the common boundaries will be allocated pursuant to the relative need of each district for school facilities to serve unhoused students residing within the boundaries of the school districts. That allocation will be made as indicated on the document which is attached as Attachment 1.
3. The parties agree that application of these procedures results in each district being entitled to a specified percentage of the total revenues generated by those fees subject to Government Code Section 65995(b) and collected within the boundaries of the school districts. For purpose of collection, however, and in order to reduce the administrative costs in allocating these revenues, that percentage will be applied to the maximum rate set by Government Code Section 65996(b) or each category of development, as shown in Attachment 1 of this document, and the resulting rate will be established and collected by each district.
4. The parties agree that this agreement and the rates specified in Attachment 1 will be in effect from May 14, 2012 until changed. The parties further agree that they



will review the rates specified in Attachment 1 no later than March 1 of each calendar year, so that a successor to this agreement can be entered into prior to June 30 of each calendar year. Should one or both of the parties determine that agreement on the rates to be in effect for Fiscal Year 2012 cannot be reached, the parties agree to submit the issue to arbitration as specified in Education Code Section 17623 no later than May 1 of each calendar year, so that a successor agreement can be entered into prior to June 15 of each calendar year.

5. The parties agree that either party may request a review of the existing rates should unforeseen circumstances either reduce the District's capacity to house students or increase the number of students in the District. Should the parties be unable to reach an agreement as to whether the rates should be adjusted based on this review, they agree that the rates specified in Attachment 1 will continue to be in effect for the duration of this Agreement.

\_\_\_\_\_  
Diane Bennett  
**Asst. Supt. of Business Services**

**SANTA MARIA JOINT UNION  
HIGH SCHOOL DISTRICT**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Authorized Signature

**ELEMENTARY  
SCHOOL DISTRICT**

\_\_\_\_\_  
**Date**

ATTACHMENT 1

Allocation of Fee Revenue

The allocation of the School Facilities Fee agreed by each District in consideration of the reciprocal covenant of each District to the other is as follows:

<u>SCHOOL DISTRICT</u>	<u>RESIDENTIAL PER SQ. FT.</u>	<u>COMMERCIAL PER SQ. FT.</u>
Elementary School District	\$2.22	\$ .35
Santa Maria High School District	<u>\$ .98</u>	<u>\$ .16</u>
<b>Total SAB Approved Rate</b>	<b>\$3.20</b>	<b>\$ .51</b>

The Districts hereby agree upon the foregoing allocation of the School Facilities Fees subject to the School Facilities Fee Cap as set forth herein and agree to establish and maintain fees in such amounts until the parties mutually agree to change any condition of this Agreement except as otherwise herein provided.

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

**REGULAR MEETING**  
**March 14, 2012**

**APPENDIX E**  
**2011/12 Second Interim Revised Budget**

## **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT 2011/12 SECOND INTERIM REVISED GENERAL FUND BUDGET ASSUMPTIONS**

This revised budget for the Santa Maria Joint Union High School District recognizes changes which have occurred since the District last revised its budget in December 2011 (the "First Interim Revision"). These revisions include imposition of the "trigger cut" which was contained in the State's budget which was signed into law on June 30<sup>th</sup>, recognition of the effect of other legislation passed since that time, adjustments to current year award amounts as information is obtained, and other items necessitated by changing conditions within the district. The details for the major changes from the First Interim Revised Budget to this Second Interim Report are shown on pages 2 and 3 of this narrative. The impact of those various changes to the District's overall financial condition are listed on this page.

### **The District's Fund Balance:**

- **This revised budget shows a net deficit (expenditures greater than revenues) of \$2,294,894. The net deficit for this revised budget is \$513,173 more in deficit spending than what was projected as of the District's First Interim Revised Budget, primarily due to the imposition of "trigger cuts" contained in the State's Adopted Budget.**
- **The on-going deficit spending continues into the 2012-13 and 2013-14 fiscal years and will have to be addressed as the ending fund balance continues to decline. More detail regarding this item is shown under the Multi-Year Assumptions in this document.**
- **The current "undesignated/unappropriated" ending fund balance of \$5,233,160 gives the District "breathing room" to cover this on-going deficit spending for only the next two years.**
- **Unfortunately, the Governor's January Budget contained yet another round of proposed "trigger cuts" in the event his proposed ballot measure for additional income taxes is not approved in the upcoming November general election. If imposed, those cuts will necessitate more immediate action, as any mid-year cuts will hasten the drain of the Ending Fund Balance Reserves. Utilizing Schools Services of California estimates, the Santa Barbara County Education Office indicates maximum potential cuts of approximately \$370 per ADA, or \$2.6 million for the Santa Maria Joint Union High School District.**
- **As of the date of this posting, the district is able to file a "Positive Certification."**

## **REVENUES:**

### **Revenue Limits**

Although the projection of P-2 ADA has increased by 108 since the District last revised its budget, the resulting total ADA is still less than the prior year. Therefore the District will continue to be funded on last year's (2010-11) ADA for the Revenue Limit.

From "trigger" language contained in the State Budget passed last year, and late-breaking approval of urgent legislation to avert trigger cuts targeted specifically to Transportation funding, the District's Revenue Limit funding **decreases** by: **\$(475,546)**

### **Federal Revenues**

Adjustments based on official and/or updated estimated award amounts:

Title I	\$ 7,876
Title II	(53,603)
Title III	20,705
LEA Medi-CAL Billing Option	<u>11,359</u>

Total change in Federal Revenues **\$(13,663)**

### **State Revenues**

Adjustments based on official and/or updated estimated award announcements:

EIA-SCE/LEP	\$21,659
Tier III hourly core & supplemental instruction	(14,963)
Tier III GATE	6,395
Adjust Tier III Deferred Maintenance funding, based on amount actually received; this amount is directly offset by an increase in transfers out	<u>8,513</u>

Total change in State Revenues **\$21,604**

### **Other Local Revenues**

Adjust for a variety of one-time local donations and grants; these are all offset by an increase in budgeted expenditures \$20,477

Adjust ROP program based on total estimated cost of participating staff (10,108)

Total change in Other Local Revenues (all "one-time") **\$10,369**

**TOTAL REVENUES HAVE DECREASED BY: \$(457,236)**

**EXPENDITURES:**

**Salaries, Wages, & Benefits**

- In total, salaries, wages and benefits increase by \$51,466 since the 1<sup>st</sup> interim budget revision.
- Since the 1<sup>st</sup> interim budget revision, certificated FTE's increase by .27 and classified FTE's by 1.94. The majority of the increase in classified staffing is attributable to the need for additional instructional and classroom support for the District's Special Education and Bilingual programs.

**Books and Supplies, Services, Capital Outlay, Other Outgo**

- In total, expenditures for Books and Supplies, Services, Capital Outlay, and Other Outgo **decrease** by \$4,042 since the 1<sup>st</sup> interim budget revision.

**TOTAL EXPENDITURES HAVE INCREASED BY: \$47,424**

**TRANSFERS IN / TRANSFERS OUT:**

Transfers In – No change

**Transfers Out**

Increase by \$8,513 to the Deferred Maintenance Fund  
(as noted above under "State Revenues")

**TOTAL TRANSFERS IN / TRANSFER OUT HAVE INCREASED BY: \$8,513**

**NET CHANGE IN FUND BALANCE DUE TO ABOVE ITEMS:**

TOTAL REVENUES HAVE DECREASED BY:	\$(457,236)
TOTAL EXPENDITURES HAVE INCREASED BY:	(47,424)
TOTAL TRANSFERS IN / TRANSFERS OUT HAVE INCREASED BY:	<b><u>(8,513)</u></b>
NET DIFFERENCE IN ENDING BALANCE:	<b><u>\$(513,173)</u></b>

Santa Maria Joint Union High School District			
2011/12 2ND INTERIM REVISED BUDGET - MULTI YEAR PROJECTION - GENERAL FUND			
	2011/12	2012/13	2013/14
	Total	Total	Total
<i>Prior yr enrollment</i>	7808	7639	7492
<i>Enrollment growth</i>	(169)	(147)	(3)
<i>Current year enrollment</i>	7,639	7,492	7,489
<i>Projected Actual ADA</i>	7160	7022	7019
<i>Projected Funded ADA</i>	7230	7160	7022
<b>Beginning Balance</b>	<b>12,109,655</b>	<b>9,814,762</b>	<b>8,867,747</b>
<b>Revenues</b>			
Revenue Limit Sources	44,960,246	44,995,153	44,150,013
Federal Revenues	7,445,423	4,784,969	3,397,312
State Revenues	9,775,700	9,679,196	9,679,196
Local Revenues	1,391,395	877,943	877,943
<b>Total Revenues</b>	<b>63,572,764</b>	<b>60,337,261</b>	<b>58,104,464</b>
<b>Expenditures</b>			
1000 Certificated Salaries	28,881,496	28,511,753	28,831,887
2000 Classified Salaries	11,674,005	11,677,563	11,731,830
3000 Employee Benefits	12,656,735	12,229,469	12,340,882
4000 Books & Supplies	4,967,514	2,634,652	2,612,520
5000 Services and Other Operating	7,055,022	6,039,011	4,607,454
6000 Capital Outlay	1,020,287	63,500	63,500
Other Outgo, debt service	40,124	31,969	31,969
Direct Support/Indirect Cost	(134,038)	(153,641)	(153,641)
<b>Total Expenditures</b>	<b>66,161,145</b>	<b>61,034,276</b>	<b>60,066,401</b>
<b>Operating Surplus/(Deficit)</b>	<b>(2,588,381)</b>	<b>(697,015)</b>	<b>(1,961,937)</b>
Transfers In	898,443	-	-
Transfers Out	(604,956)	(250,000)	(250,000)
Encroachment contributions & flex transfers	-	-	-
<b>Increase (Decrease) in Fund Balance</b>	<b>(2,294,894)</b>	<b>(947,015)</b>	<b>(2,211,937)</b>
<b>Ending Fund Balance</b>	<b>9,814,762</b>	<b>8,867,747</b>	<b>6,655,810</b>
<b>Components of Ending Fund Balance</b>			
Reserved for revolving cash, stores, prepaid exp, CSEA	223,795	223,795	223,795
Reserved for economic uncertainties (3%)	2,002,983	1,838,529	1,809,493
Reserve for Restricted programs ending balances	2,354,824	2,379,187	2,364,292
Unappropriated amount, General Fund 01	5,233,160	4,426,236	2,258,230

**SANTA MARIA JOINT UNION HIGH  
SANTA BARBARA COUNTY  
Budget Assumptions – 2011/12 2<sup>nd</sup> Interim Revised Budget  
Multi Year Projection – General Fund**

Since the 1<sup>st</sup> Interim Revised Budget, the governor released his January budget proposal for the 2012/13 year. That proposal contains purportedly “flat” funding for education, but will rely upon a correction by the Department of Finance in the Revenue Limit Deficit factor to make flat funding a reality. As currently published, the DOF factor results in additional revenue per ADA to districts of about 0.7%. In addition, the governor’s proposal contains yet another round of “trigger cuts” to be enacted if his proposed tax increase ballot measure is not approved by California voters in November. Failure of the measure could result in an estimated **\$370 / ADA cut** to revenue limit funding. The Santa Barbara County Education Office is responsible for oversight and approval of the District’s budget, and they have advised the District to build their budgets using flat revenue limit funding, and to include a contingency plan for the possible failure of the Governor’s tax initiative.

The chart below reflects updated enrollment and ADA (Average Daily Attendance) figures for the District. Beginning enrollment, change, and ending enrollment, as well as the funded ADA for the 2011/12 year are actual, all other figures are projections. This chart reflects the District’s declining enrollment, and the fact that for funding purposes, the District will be funded on the **greater of** its current **or prior** year’s ADA in each of the next two years.

	2011-12	2012-13	2013-14
Prior Year Enrollment	7,808	7,639	7,492
Growth / <b>(Decline)</b>	<b>(169)</b>	<b>(147)</b>	<b>(3)</b>
Current Year Enrollment	7,639	7,492	7,489
Projected Actual ADA	7,160	7,022	7,019
Funded ADA	7,230	7,160	7,022

All on-going sources of revenue and expenditures from the 2011/12 1st Interim Revised Budget are assumed to continue at the same level with the following adjustments:

- Revenue Limit Sources:
  - For the 2012/13 and 2013/14 years, the District has used a deficit factor in the Revenue Limit calculation which results in a per-ADA amount of \$6,002, equal to the per-ADA amount that was funded for the 2010/11 year. Therefore, the District is projecting that the statutory COLA for those years will be **unfunded**.
  - For the 2012/13 year, income from Revenue Limit Sources is estimated to **increase by \$34,907** from 2011/12. Although the District is projecting a decline in funded ADA from 7230 to 7160, the dollar amount per ADA is at the 2010/11 level. This results in a slight increase over 2011/12, which includes the trigger and SB81 cuts.
  - For 2013/14, income from Revenue Limit Sources is estimated to **decrease by \$845,140 from 2012/13**. This is due to a decline in projected funded ADA from 7160 to 7022.



- Federal, State, and Other Local Revenues:
  - For 2012/13, these revenues **decrease by \$3,270,410** due to elimination of one-time and/or expiring revenue sources, as follows:
    - ⇒ Prior years' unused grant award carryovers \$2,547,954
    - ⇒ Mandated Cost reimbursements \$96,504. These were included in the State Budget for 2011/12 and the amount reflected in this revised budget is equal to the amount actually received so far to date.
    - ⇒ APCD Grant income for two replacement buses \$280,328
    - ⇒ Special Education LCI payments \$121,230
    - ⇒ E-rate reimbursements \$57,003
    - ⇒ Variety of one-time grants and donations \$54,891
    - ⇒ Adjustment of LEA Medi-CAL Billing Option program \$112,500
  - For 2013/14, revenues **decrease by \$1,387,657** due to the scheduled end of the Safe Schools/Healthy Students Grant. This decrease is offset by a corresponding decrease in expenditures.

**SANTA MARIA JOINT UNION HIGH  
SANTA BARBARA COUNTY  
Budget Assumptions – 2011/12 2<sup>nd</sup> Interim Revised Budget  
Multi Year Projection – General Fund**

- Salaries, wages and benefits changes from year to year are summarized in the table below:

	2011/12	2012/13	2013/14
Certificated Salaries	\$ 28,881,496	\$ 28,511,753	\$ 28,831,887
Classified Salaries	11,674,005	11,677,563	11,731,830
Employee Benefits	12,656,735	12,229,469	12,340,882
Total Salaries and Benefits	<u>\$ 53,212,236</u>	<u>\$ 52,418,785</u>	<u>\$ 52,904,599</u>
Change from Prior Year		<b>\$ (793,451)</b>	\$ 485,814
Step and Longevity increases for all employees		\$ 718,962	\$ 590,538
Changes driven by enrollment:			
Reduce 5.25 FTE due to decline of 147 students		<b>(398,055)</b>	
Reduce 7.0 FTE from staffing in 11/12		<b>(530,742)</b>	
Retirees: (5 each year)			
Retiring employees' salaries		<b>(430,400)</b>	<b>(430,400)</b>
Replacement employees' salaries (Col III-6)		284,615	284,615
Statutory benefit savings on net salaries		<b>(18,096)</b>	<b>(18,096)</b>
Health coverage for replacement employees		59,155	59,155
Positions new in 2011/12 and only budgeted for partial year			
Added cost for full year		57,416	
WASC FOL leader stipends		14,481	
Eliminate positions whose revenue source has ended		<b>(550,787)</b>	
		<b>\$ (793,451)</b>	\$ 485,812

**PLEASE NOTE: There are no COLA increases for salaries or benefits included in 2012/13 and 2013/14, as these are subject to negotiations.**

➤ Books and supplies

- The provision for allocations to school sites from the general fund, which is based on estimated ADA, decreases by \$10,651 in 2012/13 and by \$232 in 2013/14.
- Expenditures occurring in the budget year that are one-time in nature are eliminated in subsequent years. These amount to a total of \$1,111,065 and include site/department, MAA, and Tier III carryovers totaling \$549,032; expenses attributable to ARRA programs which end in the budget year, \$552,073; various other miscellaneous grants and donations totaling \$9,960.
- Books and supplies expenditures are adjusted in categorical restricted programs so that total expenditures are equal to available revenues in that year. For 2012/13 this resulted in a decrease of \$1,211,146, and for 2013/14 an additional decrease of \$21,900 from 2012/13 (total of \$1,233,046).
- In total, books and supplies decrease by \$2,332,862 from 2011/12 to 2012/13, and by \$22,132 from 2012/13 to 2013/14.

- Services and other operating
  - The District budgets for election expenses every other year, coinciding with November General Elections in even-numbered years where members of the Board of Education are elected. For the budget year, there is no provision for election expense, \$22,000 for 2012/13, and no amount for 2013/14.
  - In preparation for the completion and opening of the swimming pool at Santa Maria High, an increase of \$200,000 beginning in 2012/13 for operating expenses and supplies.
  - Expenditures that are attributable to ARRA programs which end in the budget year are eliminated in subsequent years. This means a decrease of \$17,571 from 2011/12 to 2012/13.
  - Miscellaneous other one-time items account for an decrease of \$7,235 from 2011/12 to 2012/13.
  - The contract with the District's Energy Management consultant ends in the 2011/12 budget year. Elimination of this budgeted amount accounts for a decrease of \$103,200 for 2012/13.
  - Services and other operating expenditures are adjusted in categorical restricted programs so that total expenditures are equal to available revenues in that year. For 2012/13 this resulted in a decrease of \$1,110,005, and for 2013/14 a decrease of \$21,900 from 2012/13 (to a total of \$1,131,905)
  - The Safe Schools / Healthy Students grant is scheduled to end after the 2012/13 year. Therefore in 2013/14, there is a reduction of \$1,387,657 in expenses attributable to this grant.
  - In total, services and other operating expenditures decrease by \$1,016,011 from 2011/12 to 2012/13, and \$1,431,557 from 2012/13 to 2013/14.
  
- Capital Outlay
  - Capital Outlay expenses totaling \$1,020,287 in the budget year represent amounts for necessary facilities improvement or deferred maintenance projects and a grants-funded purchase of two replacement buses. Capital outlay expenses decrease by \$956,787 in subsequent years, leaving a provision of \$63,500 for on-going technology department equipment replacements.
  
- Other Outgo
  - Other outgo reflects the District's required payments on a lease line of credit used to replace the District's 15-passenger vans, and payments on Certificates of Participation. This amount decreases after the budget year as all of the lease line of credit payment obligations come to an end. For 2012/13, the amount decreases by \$8,155 and no change is projected for 2013/14. The \$31,969 amount that remains for the 2013/14 and subsequent years represents an estimate of the District's debt service obligation on its Certificates of Participation. It should be noted, however, that the Certificates bear interest at a variable rate, and this amount could change significantly as interest rates improve.
  
- Other Financing Uses
  - The budget year includes transfers in and out in support of the District's facilities and deferred maintenance project. Since these amounts are adjusted as projects are planned and bid, the only amount that is forecast as a transfer out in subsequent years is the revenue amount of \$250,000 that the District is projecting to receive for deferred maintenance funding. Furthermore, under the terms of the February 2009 budget bill, the District is allowed the flexibility to not make the transfer for the deferred maintenance match, and still receive the deferred maintenance funding. Additionally, the transfer of Needy Meal revenues to the Cafeteria fund in the amount

of \$250,000 has been eliminated for the budget and two succeeding years; note that with declining reserves and increasing food costs, this transfer may be reinstated in future.

***PLEASE NOTE: This projection is based on assumptions and factors from the Governor's January 2012 Budget Proposal. While there has been slight improvement in the revenue side of the State's budget over the last several months, there still remains a structural deficit to the State's budget. It is this structural deficit, and the failure to achieve the total required revenue growth last year, that has led to the repeat of the so-called "trigger" language to be built in to the State's budget. This time the "deadline" for evaluating the "trigger" will be (a) will the Governor's tax increase ballot initiative proposal gather enough signatures to qualify for the November election and if so, then (b) will it be approved by California voters. Failing that, the worst-case scenario that California school districts could face is a mid-year ongoing cut of up to \$370/ADA. For our District, this would amount to about \$2.6 million per year.***

***Next step will be the release of the Governor's so-called "May Revise" in mid-May. Some or all of the assumptions and factors used in this projection could change by then.***

**REGULAR MEETING**  
**March 14, 2012**

**APPENDIX F**

**Joint Use Agreement  
Between the  
City of Santa Maria  
and  
The Santa Maria Joint Union High  
School District**

**JOINT USE AGREEMENT BETWEEN THE CITY OF SANTA MARIA  
AND THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

THIS Agreement is made and entered into this \_\_\_day of \_\_\_\_\_, 2012, by and between the City of Santa Maria (CITY), a municipal corporation, and the Santa Maria Joint Union High School District (DISTRICT), a political subdivision of the State of California.

**RECITALS**

WHEREAS, the CITY has experienced a 28% increase in population from 2000 (77,423) to 2010 (99,553) and today the population stands at 100,062; this unprecedented growth brings with it the need for the CITY to expand public leisure services and for the DISTRICT to expand public education opportunities for all our mutual constituents; and

WHEREAS, CITY and DISTRICT have been in regular negotiations since 2005 over the joint development, use and operations of new swimming pools owned by DISTRICT; and

WHEREAS, by Agreement dated September 21, 2005, CITY agreed to contribute \$775,000 toward construction of a pool at PIONEER VALLEY High School in exchange for consideration including design input and joint use of the PIONEER VALLEY High School ("PIONEER VALLEY POOL"); and

WHEREAS, CITY has paid \$775,000 of the \$775,000 toward PIONEER VALLEY POOL, and DISTRICT has constructed PIONEER VALLEY POOL; and

WHEREAS, CITY is willing to contribute \$250,000 toward construction of a pool at SANTA MARIA High School in exchange for consideration including design input and joint use of the SANTA MARIA High School pool ("SANTA MARIA POOL"); and

WHEREAS, CITY is willing to pay the \$250,000 in installments beginning no later than the 2012/13 fiscal year at the rate of \$62,500 per year toward the SANTA MARIA POOL, and DISTRICT has constructed SANTA MARIA POOL; and

WHEREAS, CITY, through its Recreation and Parks Department, and the DISTRICT (hereinafter collectively referred to as parties) are interested in cooperating to provide Santa Maria residents additional access to recreation and educational facilities; and

WHEREAS, by this Agreement the parties wish to address details by which the CITY may provide services at up to three pools ("DISTRICT POOLS") constructed by DISTRICT at Pioneer Valley High School, Righetti High School and Santa Maria High School, and by which the CITY may have first opportunity to use these pools if DISTRICT is not using them; and

WHEREAS, more specifically, DISTRICT wishes to hire CITY employees to develop maintenance and operations procedures for DISTRICT POOLS, to provide certain pool maintenance functions and train DISTRICT employees in maintenance tasks, and to provide pool management and lifeguard services as specified by this

Agreement; and the CITY is willing to provide these employees under the terms specified below; and

WHEREAS, in order to provide the services listed immediately above, CITY has approved a part-time position in the Recreation and Parks Department to be funded by the DISTRICT; and

WHEREAS, DISTRICT is willing to allow CITY use of DISTRICT POOLS as specified in this Agreement, at times not scheduled for DISTRICT programs;

NOW, THEREFORE, the parties hereby mutually agree as follows:

## 1. DISTRICT POOL RESPONSIBILITIES

Except as specifically assigned to employees of CITY, maintain DISTRICT POOLS in a manner suitable for use by students and the public. DISTRICT shall make all repairs, replacements and improvements necessary to maintain and preserve DISTRICT POOLS in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all applicable laws for all normal wear and tear usage.

DISTRICT shall consult with CITY staff concerning design of improvements and maintenance to DISTRICT POOLS and shall reasonably accommodate the recommendations of CITY staff.

- a) Provide public rest rooms and on-site parking at or near the DISTRICT POOLS.
- b) Provide janitorial services for the DISTRICT POOLS.
- c) Provide the DISTRICT POOLS with all utilities, including but not limited to gas, electricity, telephone, Internet access, and refuse collection.
- d) Provide DISTRICT POOLS access to CITY employees as needed to perform this Agreement.
- e) Retain responsibility for the premises of all DISTRICT POOLS except as otherwise specified in this Agreement.

## 2. CITY RESPONSIBILITIES – POOL PROCEDURES AND OPERATIONS

The following apply to PIONEER VALLEY POOL and to such other DISTRICT POOLS as CITY and DISTRICT may agree in an amendment to this agreement:

- a) Daily Water Quality. DISTRICT agrees to use and pay for, at CITY's outside billing rates, and CITY agrees to provide, trained staff employed by CITY to regulate the pool water quality according to Santa Barbara County health and safety regulations. CITY staff will monitor the water quality for compliance daily and make any "basic" adjustments to chemical level for operation of the pool according to established health standards.
- b) Daily Maintenance and Operations; Long-term Programs. DISTRICT agrees to use and pay for, at CITY's outside billing rates, and CITY agrees to provide, trained staff employed by CITY to perform the following daily pool maintenance and operations tasks:

- 1) Daily monitoring of mechanical/automated heat and sanitation equipment;

- 2) Sufficient Certified Lifeguards for all District and CITY uses based on industry standards. Each agency will pay for lifeguard costs during the hours it uses the pool;
  - 3) Development of forms for daily use in pool operations, including but not limited to logs and Emergency Action Plan;
  - 4) Conduct daily cleaning of deck areas and vacuuming of pool;
  - 5) Apply and remove thermal pool covers as needed for use;
  - 6) Training of DISTRICT staff in necessary daily mechanical operations for POOL, not including training for which certification is required;
  - 7) Work with the District to develop a curriculum based program to train interested students in all aspects of pool operations.
- c) Coordination Regarding Pool Mechanical Problems. When CITY staff determines that a problem condition exists relating to the mechanical/automated systems, the DISTRICT's School Site's Plant Manager will be notified and a response coordinated between CITY and DISTRICT.

### 3. FINANCIAL CONSIDERATIONS

- a) CITY and DISTRICT shall meet annually at a mutually agreeable time to review pool operations and the cost for the current and upcoming operating years.
- b) During the annual meeting the parties shall determine levels of service to be provided by CITY based on the proposed annual operating schedule determined in Paragraph 4, "SCHEDULE AND USE OF DISTRICT POOLS."

### 4. SCHEDULE AND USE OF DISTRICT POOLS

The following terms apply to PIONEER VALLEY POOL, and such other DISTRICT POOLS as CITY and DISTRICT may agree in an amendment to this agreement:

- a) In order to optimize usage of pools, DISTRICT and CITY shall coordinate their special use schedules annually, as of June 30, or at another time mutually agreed to by CITY/DISTRICT staff. This schedule coordination shall include, but not be limited to, a review of the level of use by the public annually and an adjustment to the schedule of hours open to the public as appropriate and mutually agreed to.
- b) DISTRICT POOLS are not to be used by ANY school, organizations, individuals, teams or staff without City provided lifeguards on duty.
- c) The CITY trained staff used by DISTRICT shall have authority to determine when a pool is considered "unsafe" for operations in accordance with health and safety regulations, to take necessary actions including but not limited to closing the pool; and will notify the DISTRICT of such closure as soon as feasible taking into account the nature of the safety problem.
- d) During the days that the school is in session, DISTRICT shall have priority use of, and shall be responsible to schedule use of, DISTRICT POOLS from 6:30 a.m. until 6:30 p.m.
- e) CITY will have the first right of refusal during any non-school session periods.
  1. From the last day of school in June the City will be able to use the pools weekdays from 10 a.m. to 9 p.m. and weekends and holidays from 9 a.m. to 6 p.m. until one business week prior to first day of the fall school session.
  2. Use during Winter and Spring breaks will be negotiated as part of item #4.a above.



3. City will have the opportunity to schedule all use during the regular school year after 6:30 p.m. on school days, after 10:00 a.m. on Saturdays, and all Sunday hours.
- f) CITY acknowledges that the paramount use of the pools is for scheduling of child-related events, including youth sport-related activities and meetings. CITY and DISTRICT agree to coordinate use of the pools with DISTRICT so as not to conflict with DISTRICT's programs and activities. CITY and DISTRICT mutually agree that nothing shall be done in the pools which will cause an increase in the rate of or cause a suspension or cancellation of the insurance for the pools and the improvements thereon; provided, however, that if anything done by CITY or DISTRICT causes an increase in the rate of insurance for the pools, CITY or DISTRICT may, at their option, pay such increase and CITY or DISTRICT shall not thereafter be considered in default under this Agreement.
- g) No machinery or apparatus shall be used or operated on or about the pools which will in any way injure the pools or improvements thereon, or the land adjacent to the pools, or improvements thereon, or to persons, provided, however, that nothing contained in this section shall preclude CITY or DISTRICT from bringing, keeping or using on or about the pools such materials, supplies, equipment and machinery as are appropriate or customary in carrying on business in all usual respects.
- h) All scheduling for pools will be coordinated with DISTRICT and CITY staffs.

## 5. DISTRICT BOARD POLICIES

CITY agrees that it will comply with applicable, reasonable DISTRICT Board policies and Administrative Regulations and will reference those policies in any publication or advertisement used, contracted for or provided by CITY to promote the use of DISTRICT POOLS. A copy of these policies and regulations is attached as Exhibit "A" and hereby incorporated. As these policies and regulations are updated, the DISTRICT will provide copies of same to CITY. The Director of Recreation and Parks shall have the authority to amend this Agreement on CITY's behalf to incorporate updated DISTRICT policies and regulations. Moreover, the terms of this agreement control over DISTRICT policies and regulations to the extent of any inconsistency.

## 6. DAMAGE TO DISTRICT POOLS

The following terms apply to PIONEER VALLEY POOL, and such other DISTRICT POOLS as CITY and DISTRICT may agree in an amendment to this agreement:

For any incidental damage to DISTRICT POOLS caused by the CITY, not incurred as part of a normal use of the pool, DISTRICT will repair the damage and CITY will pay the basic cost of the repair, including any additional labor necessary to effect the repair. Alternatively, the City may cause the repairs to be made to DISTRICT standards at CITY expense. DISTRICT shall pay for damage caused by DISTRICT and for damage incurred as part of normal use.

The DISTRICT and CITY personnel shall meet and confer on any issue related to damage of pool mechanical/heating systems to ascertain cause and responsibility for repair cost.

## 7. PLACEMENT OF SIGNS

CITY shall not erect or display any banners, pennants, flags, poster, signs, decorations, marquees, awnings, or similar devices or advertising on the grounds of DISTRICT POOLS, without the prior written consent of DISTRICT. If any such unauthorized item is found on the DISTRICT POOL grounds, CITY shall remove the item at its expense within twenty-four hours of written notice thereof from DISTRICT, or DISTRICT may thereupon remove the item at CITY's cost.

## 8. COST OF ADDITIONAL SERVICES

Should either party require additional support services from the other in support of any special events held at DISTRICT POOLS, reasonable cost incurred for such services shall be reimbursed to one another.

## 9. PAYMENT FOR CHARGES

CITY/DISTRICT shall pay each other for billed costs within forty-five (45) days of presentation of the bill. Provided, however, that if either DISTRICT or CITY disputes a charge, neither party shall be in default under this agreement pending negotiations in good faith to resolve the dispute. Presentation of the bill is made upon posting of the bill to address stated below. Payment shall be made to:

City of Santa Maria  
Recreation and Parks Department  
615 S. McClelland Street  
Santa Maria, CA 93454

Santa Maria Joint Union High School District  
Business Services  
2560 Skyway Drive  
Santa Maria, CA 93455

## 10. CONTINUED OCCUPANCY

DISTRICT agrees, and it is the intent of this Agreement that CITY shall, uninterruptedly during the term of the Agreement, occupy and use DISTRICT POOLS for the purposes hereinabove specified during the term of the Agreement, except while any POOL is untenable by reason of fire, flood, chemical imbalance or other unavoidable casualty, and, in that event, CITY shall be promptly notified by DISTRICT.

## 11. LICENSES AND PERMITS

DISTRICT shall be responsible for all licenses and permits necessary in the normal day to day operation of the POOL.

## 12. USE PAYMENT

Both CITY and DISTRICT agree that CITY's use of DISTRICT POOLS is in the mutual best interest of the parties, and that the DISTRICT shall not require CITY to pay any monetary payments to DISTRICT for such use of a DISTRICT POOL other than specifically provided herein.

Notwithstanding the above, DISTRICT/CITY shall annually review maintenance and related costs of extending use of DISTRICT POOLS to the public, with DISTRICT to evaluate whether a monetary payment should be negotiated for use of any pool.

Any change to the provisions of the Agreement shall be made in writing and agreed to by the parties as provided herein.

### 13. SEPARATE AND JOINT PROPERTY

All separate property provided for DISTRICT POOLS by the parties, including, but not limited to, furnishings, equipment, shelving, books and other materials, shall remain the separate property of either DISTRICT or CITY.

### 14. REMOVAL AND DISPOSAL OF SEPARATE PROPERTY

If CITY notifies DISTRICT in writing that it wishes to remove its separate property, within sixty (60) days from the expiration or termination of this Agreement, CITY shall remove the specified separate property at CITY's sole expense without damage to DISTRICT POOLS. Any of CITY's separate property remaining at a DISTRICT POOL after such sixty (60) days shall either become the sole property of DISTRICT or be disposed of by DISTRICT at CITY's sole cost and expense, unless DISTRICT agrees to extend the time for removal of the property.

### 15. INDEMNIFICATION

CITY agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees from and against any and all claims and demands, whether for injuries to persons or loss of life or damage to property, arising out of any acts or omissions of CITY or its employees, agents, or authorized representatives, occurring within or on the immediate premises of or in connection with CITY's use and occupation of the DISTRICT POOLS under this Agreement, except only for those claims arising from the sole negligence or willful misconduct of DISTRICT, its officers, agents, or employees. In no event shall any employee of CITY be considered an employee of DISTRICT.

Indemnification shall include any and all costs, expenses, attorney fees and liability incurred by the party, its officers, agents, or employees in defending against such claims whether the same proceed to judgment or not.

Further, CITY at its own expense shall, upon written request by DISTRICT, defend any such suit or action brought against DISTRICT, its officers, agents, or employees, unless such suit or action is based solely on claims arising from the sole negligence or sole willful misconduct of DISTRICT, its officers, agents, or employees.

DISTRICT agrees to defend, indemnify and hold harmless CITY and its officers, agents and employees from and against any and all claims and demands, whether for injuries to persons or loss of life or damage to property, arising out of any acts or omissions of DISTRICT or its employees, agents, or authorized representatives, occurring within or on the immediate premises of or in connection with DISTRICT's use and occupation of DISTRICT POOLS under this Agreement, except only for those claims arising from the sole negligence or willful misconduct of CITY, its officers, agents, or employees. In no event shall any employee of DISTRICT be considered an employee of CITY.

Indemnification shall include any and all costs, expenses, attorney fees and liability incurred by the party, its officers, agents, or employees in defending against such claims whether the same proceed to judgment or not.

Further, DISTRICT at its own expense shall, upon written request by CITY, defend any such suit or action brought against CITY, its officers, agents, or employees, unless such suit or action is based solely on claims arising from the sole negligence or sole willful misconduct of CITY, its officers, agents, or employees.

## 16. INSURANCE

The parties agree to carry excess public liability insurance in amounts consistent with both parties' risk management requirements.

## 17. ACCIDENT REPORTS

Within five (5) business days after occurrence, the parties shall report in writing to each other any accident causing property damage or any serious injury to persons at PIONEER VALLEY POOL and any other DISTRICT POOL then covered by this Agreement. Reports shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.

## 18. TERM

This Agreement shall be operative for a period of ten (10) years, from its date of execution, unless sooner terminated by the parties. This Agreement may also be extended by the parties on mutually agreeable terms.

## 19. TERMINATION WITHOUT FAULT

Notwithstanding any other provisions contained in this Agreement, either party may terminate the Agreement upon giving not less than one-hundred and eighty (180) days advance written notice.

## 20. DEFAULT AND TERMINATION

If either party (demanding party) has a good faith belief that the other party (defaulting party) is not complying with the terms of this Agreement, the demanding party may give written notice of the default (with reasonable specificity) to the defaulting party and demand the default to be cured within thirty (30) days of the notice.

If the defaulting party is actually in default of the Agreement and fails to cure the default within thirty (30) days of the notice, or, if more than thirty (30) days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within ten (10) days of the notice, the demanding party may terminate this Agreement, effective upon mailing of written notice to the defaulting party.

The demanding party may also terminate this Agreement upon written notice to the defaulting party in the event that the defaulting party has previously been notified by the demanding party of the defaulting party's default under this Agreement and the defaulting party, after beginning to cure the default fails to diligently pursue the cure of the default to completion.

## 21. ENTIRE AGREEMENT

This Agreement comprises the entire integrated understanding between DISTRICT and CITY concerning the use and occupation of DISTRICT POOLS and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of PIONEER VALLEY POOL, advice from its own attorneys, and the representations and covenants of the Agreement itself.

## 22. SEVERABILITY

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are severable.

## 23. MODIFICATIONS

This Agreement may not be modified orally or in any manner other than by an Agreement or amendment in writing signed by the parties hereto.

## 24. OTHER PROVISIONS OF LAW

CITY and DISTRICT shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein. All use of DISTRICT POOLS under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and ordinances of the County of Santa Barbara, City of Santa Maria now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

## 25. GOVERNING LAW

The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY or DISTRICT.

## 26. CITY/DISTRICT AUTHORITY

Unless otherwise specified, the City Recreation and Parks Director shall be the CITY's authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement. The City Recreation and Parks Director may delegate authority in connection with this Agreement to the City Recreation and Parks Director designee(s), for the purposes of directing DISTRICT in accordance with this Agreement, which does not result in a change to this Agreement. The Assistant Superintendent for Business Services shall be the District's authorized representative.

This Agreement contemplates that the parties' relationship may be flexible over its term, such that the level of service provided by the CITY and the specific DISTRICT POOLS in joint use may vary. On behalf of their parties, the City Recreation and Parks Director or delegate, and the Assistant Superintendent for Business Services shall have authority to amend this Agreement to make these adjustments.

## 27. EFFECTIVE DATE OF COMMUNICATIONS

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated below.

## 28. SIGNATURE PAGE

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the DISTRICT and the CITY.

## 29. EXECUTION OF AGREEMENT

The execution of a counterpart of this Agreement shall be deemed by the parties as having the same force and effect as though the parties had executed the original. The Agreement may be executed in any number of counterparts, and when so executed, all said counterparts shall constitute a single instrument binding upon all the parties to the original or to the same counterpart. The parties hereto hereby authorize removal of the signature page of this instrument from any counterpart copy and the attachment of all the signature pages to a single instrument so that the signatures of all those signing will be physically attached to the same document.

## 30. NOTICES

All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

CITY:

Recreation and Parks Department  
City of Santa Maria  
615 South McClelland Street  
Santa Maria, CA 93454  
(805) 925-0951 extension 259

DISTRICT:

Business Services  
Santa Maria Joint Union High School District  
2560 Skyway Drive  
Santa Maria, CA 93455  
(805)922-4573

Either party to this Agreement may shall be given by sending written notice to change the above address to which notice the other.

CITY OF SANTA MARIA,  
a municipal corporation

SANTA MARIA JOINT UNION HIGH  
SCHOOL DISTRICT,  
a political subdivision of the State of  
California

BY : \_\_\_\_\_  
RICK HAYDON  
City Manager

BY: \_\_\_\_\_  
DIANE BENNETT  
Assistant Superintendent of  
Business Services

ATTEST:

BY: \_\_\_\_\_  
PATTI RODRIGUEZ  
City Clerk

BY: \_\_\_\_\_  
DOUG KIMBERLY  
Superintendent

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
WENDY STOCKTON  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_  
ALEX POSADA  
Recreation and Parks Director

## EXHIBIT A

### Community Relations

BP 1330(a)

#### USE OF SCHOOL FACILITIES

The Governing Board recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

*(cf. 6145.5 - Student Organizations and Equal Access)*

All school-related activities shall be given priority in the use of facilities and grounds under the Civic Center Act. Thereafter, the use shall be on a first-come, first-served basis.

The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

*(cf. 0450 - Comprehensive School Safety Plan)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

#### Fees

Section 38134 of the Education Code defines the parameters by which the district may charge citizens and community groups. "Direct cost" fees include utilities, insurance and processing applications for use to non-profit organizations that serve school district students. "Fair rental" cost is the direct cost plus the amortized capital cost of the facility. Organizations that are charged fair rental costs include private schools, for profit organizations, community clubs, church organizations and academic institutions that charge tuition.

Direct-cost - non-profit organizations that serve school district students (community service groups) Boy and Girl Scouts, Campfire, 4-H, Jr. Achievement, Rotary, Lions, Kiwanis, youth sport leagues and YMCA.

Fair Rental Value - private schools, community clubs, religious and church organizations, corporations, academic institutions that charge tuition, commercial and private organizations and groups.



## USE OF SCHOOL FACILITIES

### Legal Reference:

#### EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

#### BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

#### MILITARY AND VETERANS CODE

1800 Definitions

#### UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

#### COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S.

384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

#### ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

### Management Resources:

#### CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4-89

#### WEB SITES

CSBA: <http://www.csba.org>

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

Policy

adopted: April 18, 2007 (CSBA updated 11/06)

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

Santa Maria, California

**USE OF SCHOOL FACILITIES**

**Application and Use of Facilities**

The Superintendent or designee shall maintain application procedures and regulations for the use of school facilities. Regulations shall include, but not be limited to:

1. Preserving order in school buildings and on school grounds, and protecting school facilities.
2. Ensuring that the use of facilities or grounds under this policy is not inconsistent with the use of school facilities or grounds for school purposes and does not interfere with the regular conduct of school work.

**Civic Center Use**

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

*(cf. 5148 - Child Care and Development)*  
*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 6300 - Preschool/Early Childhood Education)*

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination
7. A community youth center  
*(cf. 1020 - Youth Services)*
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

## USE OF SCHOOL FACILITIES

AR 1330(b)

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

The district may grant the use of school facilities on those days on which the public school is closed. (Education Code 37220)

*(cf. 6115 - Ceremonies and Observances)*

### Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco use

*(cf. 3513.3 - Tobacco-Free Schools)*

The district may exclude certain school facilities from non-school or community use for safety or security reasons which include but are not limited to:

1. Office or computer rooms containing records and confidential information, and
2. Science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills.

**Damage and Liability**

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence. Groups or organizations shall also be required to include the district as an additional insured on their liability policies for claims arising out of the negligence of the group.

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facility being used.