

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION

Regular Meeting  
February 12, 2014  
5:30 p.m. – Closed Session; 6:30 p.m. – General Session  
Ernest Righetti High School (Cafeteria)  
941 East Foster Road, 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. Adjourn to Closed Session</b>	1
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: <i>The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.</i>	1
B. Certificated and Classified Personnel Actions - Government Code Section 54957. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources. <i>Appendix A (Classified, Certificated)</i>	1
C. Conference with Labor Negotiators -. Government Code Section 54957.6. District Representative: Superintendent Mark Richardson Employee Organizations: CTA and CSEA	1
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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:

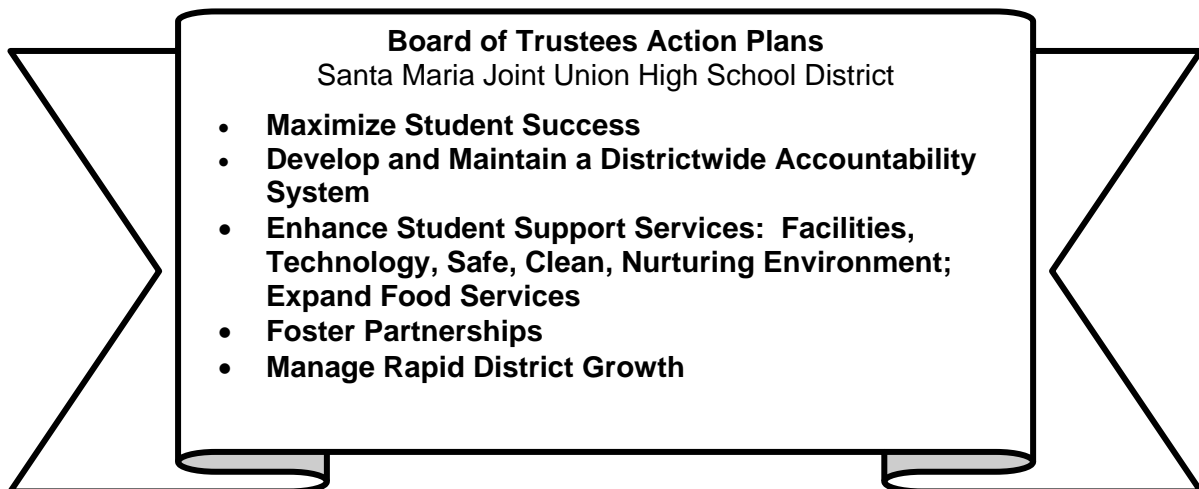
- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take 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  
February 12, 2014**

**Ernest Righetti High School (Cafeteria)  
941 E. Foster Road, 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. 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 – Government Code Section 54957. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources.
- C. Conference with Labor Negotiators – Government Code Section 54957.6. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).

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**III. Reconvene in Open Session**

Call to Order/Flag Salute

**IV. 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.
- B. Certificated and Classified Personnel Actions - Government Code Section 54957. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources.
- C. Conference with Labor Negotiators -. Government Code Section 54957.6. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).

**V. Board Member Appointment in Lieu of Election**

Discussion to fill the board vacancy due to the resignation of Dr. Dean Reece took place at the January 15, 2014 Board meeting.

Pursuant to the Elections office, the following qualified person will be appointed in lieu of elections: Diana M. Perez. The superintendent will administer the Oath of Office.

**IT IS RECOMMENDED THAT the Board of Education approve Diana M. Perez to fill the board vacancy.**

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

**VI. Presentations**

- A. Cal Poly Partnership (Julie Santoyo & Pete Flores)

**VII. Reports**

- A. Superintendent’s Report
  - 1. Caldwell Flores Winters Presentation
- B. Principal Reports

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- C. Student Reports: Leticia Mora, Delta; Samantha Galicinao, Santa Maria; Stephany Rubio, Pioneer Valley; and Ian Steller, Righetti.
- D. Reports from Employee Organizations
- E. Board Member Reports

**VIII. Items Scheduled for Action**

**A. Instruction**

- 1. Single School Plan for Student Achievement

The Santa Maria High School Single School Plan is being presented for approval. The plan was developed on tentative budgets; therefore, budget revisions will be made once the Consolidated Application is completed. The plan will only be returned to the Board if major changes are made in the goals and strategies.

Resource Person: John Davis, Asst. Supt./Curriculum & Instruction

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the Single School Plan as presented.**

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

**B. General**

- 1. Board Policies/Administrative Regulations

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.

These policies and regulations are being presented for the Board's review and adoption and will be included in the existing sections upon approval.

A summary of revisions/changes made is presented in Appendix F. The complete revised policies and regulations are part of the agenda which is posted on the district's website at [www.smjuhsd.k12.ca.us/](http://www.smjuhsd.k12.ca.us/)

Philosophy, goals, Objectives and Comprehensive Plans – Series 0000  
 Charter School Revocation BP 0420.43

Administration – Series 2000  
 Administrative Discretion Regarding Board Policy BP 2210

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Students – Series 5000

Administering Medication & Monitoring Health  
Conditions

BP/AR 5141.21

Instruction – Series 6000

Behavioral Intervention for Special Education Students

AR 6159.4

Resource Person: Frances Evans, Dir./Special Education & Superintendent  
Richardson

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the Board  
Policies/Administrative Regulations as presented.**

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

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

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

**C. Business**

1. Agreement for Professional Program and Implementation Services with  
Caldwell Flores Winters, Inc.

This item was tabled at the January 15, 2014 board meeting. The Board requested more information which has since been provided. The Agreement for Services with CFW is presented for approval.

The District desires to retain the professional services of Caldwell Flores Winters, Inc. (CFW) to provide integrated services of planning, program development, state aid services and program implementation services. Specifically, the District is hiring CFW to develop a high school education reconfiguration program to enhance the high curriculum and design facilities to fully support the educational program.

Once developed, CFW will assist the District through professional consulting services to implement the program utilizing a variety of funding sources, including available State aid grant from the State Facilities Program, to achieve the high school reconfiguration program. The implementation services will consist of services tailored to complete the school site improvements from a programmatic perspective within the time frames identified in the Program and within the budgets and cash flow projections identified within that Program.

The attached Agreement for Professional Services includes planning, program development, State Aid services and program implementation services, with a total fee of Five Percent (5%) of the Project Costs, as defined in the agreement. The Agreement also provides for State aid services at a fee of Two Percent (2%) of any monies received from the State, as defined in the agreement.

Resource Person: Yolanda Ortiz, Asst. Supt./Business Services



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**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the Agreement for Professional Program and Implementation Services with Caldwell Flores Winters, Inc. as shown as Resolution No. 12-2013-2014, presented as Appendix C.**

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

2. Approval of Filing the General Obligation Bond Continuing Disclosure Statement

This document is related to the District's General Obligation Bonds. Because they are publicly traded, there is a Securities and Exchange Commission (SEC) requirement to publish certain financial and other demographic data about the district on an annual basis, no later than 240 days after the end of the fiscal year. As the issuer of the bonds, the District is responsible for ensuring that the required disclosures are completed each year. The disclosure document is prepared by staff, thereby saving the District about \$3,000 a year. These reports have been filed every year since June of 2006. Due to financial reform legislation (Dodd-Frank) it is now a recommended practice to have the school board review & approve the filing of the report. The report is actually "filed" by uploading to a website that was created and is maintained by the SEC.

The full report appears in Appendix D. It contains demographic information about our District such as Average Daily Attendance, revenue limit, budgets, debt issued, as well as property tax information on the top 20 taxpayers in Santa Barbara County. It also includes our assessed valuations and collections. The bulk of the detailed financial information required to be filed is contained in the District's budget reports and audited financial statements which are referenced in this report by a link to our website ([www.smjuhsd.k12.ca.us/](http://www.smjuhsd.k12.ca.us/)).

Resource Person: Yolanda Ortiz, Asst. Supt./Business Services

**\*\*\* IT IS RECOMMENDED THAT the Board of Education of the Santa Maria Joint Union High School District approve filing of the General Obligation Bond Continuing Disclosure document.**

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

3. Proposition 39/C2004 Bond Audits for Year Ended June 30, 2013

In accordance with Proposition 39 Bond Funding Requirements, an independent audit of the financial statements of the proceeds and expenditures from the issuance of the C2004 Bond was conducted for the year ended June 30, 2013. The audit was completed by the firm, Christy White Accountancy Corporation. The audit report is hereby presented to the Board of Education for review and acceptance.

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The report states: "There were no audit findings or recommendations related to the 2012-2013 Measure C2004 Bond Building Fund Financial and Performance Audits."

Pursuant to Education Code 15286, a copy of this report has been forwarded to Citizens' Bond Oversight Committee. Copies of the report are on file at the District Support Services Center for review by the public.

Resource Person: Yolanda Ortiz, Asst. Supt./Business Services

**\*\*\* IT IS RECOMMENDED THAT the Board of Education review and accept the C2004 Bond Project Financial Statements for the year ended June 30, 2013.**

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

**4. New Financial System – Escape Technology MOU**

The County Office of Education has evaluated and selected a new fully integrated Financial Management Information System to replace the HP3000 system that has been in use for over 30 years. The contract for the new system will be executed between Santa Barbara County Education Office and Escape; however a Memorandum of Understanding (MOU) will need to be executed with each district that is using the HP 3000 system. The MOU is attached for review and allows for spreading implementation costs over 5 years. There will be an annual license and support payment required thereafter. The district's required annual payment for the next five years will be approximately \$107,293. The target implementation date for the new system is July 1, 2015.

Resource Person: Yolanda Ortiz, Asst. Supt./Business Services

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the Memorandum of Understanding for the New Financial System – Escape Technology with the Santa Barbara County Education Office, presented as Appendix E.**

**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 \_\_\_\_\_**

**REGULAR MEETING**  
**February 12, 2014**

- A. Approval of Minutes: January 15, 2014 - Regular Meeting
- B. Approval of Warrants for the Month of 2014

Payroll	\$5,035,045.43
Warrants	<u>1,470,718.91</u>
<b>Total</b>	<b>\$6,505,764.34</b>

- C. Attendance Report

Mrs. Yolanda Ortiz, Assistant Superintendent of Business Services, will be available to answer questions regarding the fifth monthly attendance report presented on page 9.

- D. Facility Report – **Appendix B**
- E. Acceptance of Gifts

**Pioneer Valley High School**

<b>Donor</b>	<b>Recipient</b>	<b>Amount</b>
Apio Inc	Girls' Soccer	150.00
Phillips 66 Company	Jazz-Choir	250.00
Rotary Club of SM Breakfast	Band	200.00
PVHS Boosters	FFA Regular	500.00
Me-N-Eds	Boys' Wrestling	228.10
HD & CM Perrett	Student Council	1,000.00
American Dream Foundation	American Dream	7,500.00
Kelly Muldoon & Ellen Muldoon	Boys Wrestling	500.00
JM & Associates	Girls' Soccer	250.00
Melfred Borzall, Inc.	College/Career Center	<u>250.00</u>
<b>Total Pioneer Valley High School</b>		<b>10,828.10</b>

**Santa Maria High School**

<b>Donor</b>	<b>Recipient</b>	<b>Amount</b>
Klara Bergman	SMHS (value/office supplies)	\$350.00
Ann Ruth	SMHS (Class of 1973)	500.00
Sunrises Lions Club	Outreach	500.00
Julio Bautista	Baseball	200.00
Tanya Azevedo	Baseball	300.00
Paul Cuce Roofing	Baseball	200.00
Ana Velazquez	Girls' Volleyball	678.00
American Dream Foundation	American Dream	10,000.00
San Marcos Equine	FFA	100.00
Coastline Chiropractic	FFA	<u>250.00</u>
<b>Total Santa Maria High School</b>		<b>\$13,078.00</b>

## **REGULAR MEETING**

**February 12, 2014**

### **F. Student Discipline Matters**

Administrative Recommendation to suspend the order of expulsion: Student #s 333351, 334893.

### **G. New Course Approvals**

The following new course is presented to the Board of Education for approval and listing in the Course of Study for the Santa Maria Joint Union High School District.

#### **Santa Maria High School**

➤ Digital Arts 2 AB

### **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 March 12, 2014. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held at Pioneer Valley High School (Cafeteria), 675 Panther Drive, Santa Maria, CA 93454.

### **XIII. Future Regular Board Meetings for 2014:**

April 9	July 9 (if needed)	October 8
May 14	August 13	November 12
June 11	September 10	December 10

### **XIV. Adjourn**

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
MONTHLY REPORT OF ATTENDANCE  
FIFTH MONTH OF 2013-14

December 2, 2013 through December 27, 2013

	Fifth Month 2012-13			Fifth Month 2013-14			Cumulative 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	1911	1903.50	97.8%	1845	1820.50	97.7%		1913.58		1817.74
Special Education	86	88.20	97.1%	99	94.70	95.7%		85.96		95.30
Independent Study	32	31.60	79.4%	30	33.20	78.7%		20.76		25.04
Independent Study Spec Ed	4	1.60	---	0	0.00	---		2.60		0.00
CTE Program	12	10.90	---	12	10.20	85.0%		10.20		9.67
Home and Hospital Reg Ed	5	5.90	100%	6	8.60	86.0%		2.93		4.87
Home and Hospital Spec Ed	1	0.90	90%	0	0.00	---		0.26		0.00
<b>TOTAL RIGHETTI</b>	<b>2051</b>	<b>2042.60</b>	<b>97.8%</b>	<b>1992</b>	<b>1967.20</b>	<b>97.6%</b>		<b>2036.30</b>		<b>1952.61</b>
<b>SANTA MARIA HIGH</b>										
Regular	2066	1989.70	94.8%	2095	2010.20	94.6%		2026.65		2048.81
Special Education	89	82.00	91.1%	87	80.20	92.6%		81.26		82.55
Independent Study	47	38.60	80.4%	84	85.10	87.1%		35.44		58.75
Independent Study Spec Ed	1	0.50	---	1	1.30	100.0%		0.68		0.83
CTE Program	12	9.70	80.8%	7	4.60	56.1%		9.11		5.77
Home and Hospital Reg Ed	4	4.70	97.9%	4	3.40	56.7%		2.27		3.58
Home and Hospital Spec Ed	3	2.90	72.5%	3	2.00	50.0%		2.05		1.77
<b>TOTAL SANTA MARIA</b>	<b>2222</b>	<b>2128.10</b>	<b>94.6%</b>	<b>2281</b>	<b>2186.80</b>	<b>94.5%</b>		<b>2157.46</b>		<b>2202.07</b>
<b>PIONEER VALLEY HIGH</b>										
Regular	2338	2323.10	97.6%	2402	2388.60	97.4%		2350.31		2430.15
Special Education	121	121.50	95.7%	128	119.50	93.4%		121.49		120.35
Independent Study	52	48.60	81.8%	23	30.80	79.0%		32.58		23.48
Independent Study 12+	1	0.00	---	0	0.00	---		0.54		0.00
Independent Study Spec Ed	4	4.00	100.0%	5	1.20	24.0%		3.00		2.33
Home and Hospital Reg Ed	5	9.50	96.9%	1	3.00	75.0%		7.12		2.74
Home and Hospital Spec Ed	3	1.80	0.45	1	0.70	70.0%		1.45		0.55
<b>TOTAL PIONEER VALLEY</b>	<b>2524</b>	<b>2508.50</b>	<b>97.5%</b>	<b>2560</b>	<b>2543.80</b>	<b>97.2%</b>		<b>2516.49</b>		<b>2579.60</b>
<b>PROGRAM E DAY TREATMENT</b>	<b>5</b>	<b>6.20</b>	<b>88.6%</b>	<b>2</b>	<b>3.40</b>	<b>85.0%</b>		<b>5.30</b>		<b>3.62</b>
<b>DISTRICT SPECIAL ED TRANSITION</b>	<b>10</b>	<b>10.50</b>	<b>95.5%</b>	<b>10</b>	<b>9.50</b>	<b>95.0%</b>		<b>10.00</b>		<b>8.98</b>
<b>DISTRICT SPECIAL ED TRANS/VOC MM</b>	<b>0</b>	<b>0.00</b>	<b>---</b>	<b>5</b>	<b>5.00</b>	<b>100.0%</b>		<b>0.00</b>		<b>4.39</b>
<b>ALTERNATIVE EDUCATION</b>										
Delta Continuation	286	226.99	70.9%	295	228.79	73.1%		251.64		260.44
Delta 12+	0	0.84	83.9%	0	0.00	0.0%		1.41		0.00
Delta Independent Study	53	48.41	86.6%	47	39.98	82.1%		38.73		36.49
Delta Independent Study 12+	20	21.73	95.3%	27	24.73	86.8%		28.83		32.73
Delta Independent Study Spec Ed	0	0.00	---	5	0.76	15.2%		0.00		0.96
Home and Hospital Reg Ed	0	0.00	---	1	0.40	---		0.00		0.16
Freshman & Sophomore Prep	136	122.88	89.8%	147	152.81	91.9%		124.16		143.81
Reach Program--DHS	0	0.00	---	1	0.53	53.1%		0.00		0.38
Reach Program--SMHS	7	4.80	73.8%	6	6.30	63.6%		2.86		6.90
Reach Program--PVHS	4	7.80	100.0%	11	10.10	67.3%		5.21		7.83
Home School @ Library Program	42	42.60	90.1%	54	46.60	80.3%		44.15		44.39
<b>TOTAL ALTERNATIVE EDUCATION</b>	<b>548</b>	<b>476.04</b>	<b>86.9%</b>	<b>594</b>	<b>511.00</b>	<b>86.0%</b>		<b>497.01</b>		<b>534.11</b>
<b>TOTAL HIGH SCHOOL DISTRICT</b>	<b>7360</b>	<b>7171.94</b>	<b>97.4%</b>	<b>7444</b>	<b>7226.70</b>	<b>97.1%</b>	<b>94.5%</b>	<b>7222.56</b>	<b>94.4%</b>	<b>7285.37</b>

Santa Maria Joint Union High School District  
February 12, 2014

APPENDIX A

**CLASSIFIED PERSONNEL ACTIONS**

Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Out of Class	Library Technician	PVHS	11/04/13	18/D	8
	Promote	Computer Network Technician	DO	02/10/14	28/C	8
	Out of Class	Computer Network Technician	DO	11/01/13	28/C	8
	Promote	Computer Network Technician	DO	01/27/14	28/C	8
	Reassign	Career Center Technician	DHS	01/31/14	16/E	6
	Out of Class	School Support Secretary	RHS	01/09/14	16/D	4
	Reassign	Intervention Lab Specialist	LPA	02/03/14	22/E	5x4
	Dismiss	Intervention Lab Specialist	LPA	01/31/14	22/A	5x4
	Retire	School Support Secretary	PVHS	04/16/14	16/E	6

**CERTIFICATED PERSONNEL ACTIONS**

Name	Action	Status	Subject	Site	Effective	Salary	FTE
	Employ	Temp	Mathematics	PVHS	1/27/14 - 6/5/14	TBD	0.67
	Retire	Perm	International Language	PVHS	6/6/14	V, 15	1.0
	Extra-Pay	Perm	Intramural Coordinator	RHS	1/27/14-6/5/14	1056.27	~~~
	Extra-Pay	Perm	Intramural Coordinator	RHS	1/27/14-6/5/14	1056.27	~~~

**COACHING PERSONNEL ACTIONS**

Assignment	Name	Action	Site	Effective	District	ASB
<b>Basketball</b> , Asst Varsity Girls		Stipend	ERHS	Winter	\$927.63	
<b>Track</b> , Head Varsity Girls		Stipend	SMHS	Spring	TBD	
Head Varsity Girls		Stipend	SMHS	Spring	TBD	

## Appendix B

# SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACILITIES REPORT January 2014

## 1. Ernest Righetti High School Construction Projects

### **ERHS Mobile Book Storage – Westberg + White Architects**

- All contract required documents have been received. The final payment has been issued. This project is closed.

### **ERHS Carpet Replacement – Support Services**

- Support Services personnel are working with the site Plant Manger to determine locations requiring carpet repair and replacement.
- Installation activities are to occur Summer 2014 with an exact date pending.

### **ERHS Synthetic Track Maintenance and Resurfacing – Support Services**

- A site visit with the original synthetic track system installer occurred January 28, 2014 to review the surface status and discuss options. Further information regarding the project scope and cost associated with maintenance and resurfacing are under development.
- Resurfacing activities are to occur Summer 2014 with an exact date pending.

### **ERHS Window Covering at Building 100, 200, and 300 Pilot Project – Support Services**

- The Support Services Department is coordinating a pilot project to determine the most effective method of controlling light infiltration within classrooms. Test areas will be outfitted with blinds or window tint to see which application works best. Once determined, a plan to complete the installations will be created.
- Installation schedules are pending final system determination.

### **ERHS Gym Reroof – Support Services**

- The project scope and bidding documents for reroofing the Gym are under development. The scope will include the complete reroof of the building.
- Construction is scheduled to occur during Summer 2014.

### **ERHS Maintenance Office Portable Installation – Westberg + White**

- A proposal to provide services related to the installation of a portable and a small parking lot at the former ERHS greenhouse site has been requested from Westberg + White Architects. The portable will be used to house the Plant Manager and his support staff.
- Construction is scheduled to occur during Summer of 2014.

## 2. Santa Maria High School Construction Projects

**C2004 SMHS New Classroom Building at Broadway – Rachlin Architects (Photos)**

- Construction commenced December 16, 2013. Work completed this period includes the continuation of over-excavation, rerouting of underground utilities found during excavation within the building foot print, and excavation of building footings.
- Construction is scheduled to conclude April 2015.

**SMHS Carpet Replacement: Girls Weight Room, Bike Room, and TBD – Support Services**

- Support Services personnel are working with the site Plant Manger to coordinate replacement of carpeting in the Girls Weight Room, Bike Room, and one other location to be determined.
- Installation activities are to occur Summer 2014 with an exact date pending.

**SMHS Synthetic Track Maintenance and Resurfacing – Support Services**

- A site visit with the original synthetic track system installer occurred January 28, 2014 to review the surface status and discuss options. Further information regarding the project scope and cost associated with maintenance and resurfacing are under development.
- Resurfacing activities are to occur Summer 2014 with an exact date pending.

**SMHS Camino Colegio Parking Area – Rachlin Partners**

- Rachlin Partners have been asked to provide an Architectural Services proposal for services related to the installation of a visitor parking area between the library and the science building at SMHS.
- Construction is anticipated to occur Summer 2014 with an exact date pending.

**SMHS Quiet Room Portable – Rachlin Partners**

- Rachlin Partners is preparing design documents for the installation of an office portable to support the CTE program at SMHS. The portable will be used as a quiet room for students in an adjacent classroom.
- The building is a re-use. It was originally installed at Ernest Righetti High School as an Office.
- Construction is targeted for completion in late May 2014.

### **3. Pioneer Valley High School Construction Projects**

**C2004 District Performing Arts Building – BCA Architects**

- DSA commenced plan review activities January 21, 2014.
- Support Services personnel are continuing work with original High School 3 project participants to determine and complete actions necessary to obtain final closeout. Please see the District Wide Project Closeout project heading for additional information.
- Construction is estimated to begin in November 2014.

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

- Substantial completion occurred August 27, 2013. All contract required documents have been received by the Support Services Department. The final payment has been issued. The retention payment release is in process.



## 4. New Facility

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

- Direction related to this item is pending Board and District Administration programming determination. The District's realtor continues to search for potential properties.

## 5. District Wide and Support Services Center

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

- Upgrade work continued this period includes controls integration, system testing, exterior lighting at PVHS, boiler controls setup, and system training.
- JCI completed their redesign of the original gym lighting replacement at ERHS (the original resulted in unacceptable lighting variations). New reflectors and cage guards have been ordered for the three gyms. The ERHS gymnasium lighting will be revised in early February. SMHS gymnasiums will follow.
- Final construction completion estimate is end of February 2014.

### **District Wide Project Closeout – Support Services**

- Review of issues related to project closeouts continues. All projects must achieve a Certification #1 or #2 to be considered properly closed by DSA. Projects under current review and their status are as follows:
  - PVHS (High School 3): The meeting noted in previous reports has been postponed. Contacts between all original participants are ongoing via telephone and e-mail. DSA has requested the Architect provide all available closeout information and consultant responses related to outstanding deviations for their review and consideration. DSA will then respond with remaining actions necessary to complete the closeout.
  - SMHS CHCCC: Support Services Department staff are collecting outstanding documents and original participant approvals in preparation of closeout submittal.
  - ERHS: A meeting with the site Architect to review the status of recent projects is being scheduled in February.

### **SSC Wall Crack Assessment and Repair – Support Services**

- A report on estimated cost and schedule was received in January. District Administration will be conducting meetings in February to determine priorities of work and schedules.

### **SSC District Multiple Purpose Room – Westberg + White Architects**

- The plans submitted to the City of Santa Maria remain under review for permit approval. Responses from the City are expected to be received in late February.
- District personnel are proceeding with relocation of materials in the construction area and removing/rerouting existing utilities not necessary for the new facility.
- Construction start estimates are dependent on City review and approval.

### **District Wide Paving: SMHS (Areas J & K) and SSC (Areas A & B) Repairs and Slurry Seal – Flowers and Associates**

- Flowers and Associates is proceeding with project engineering and design services. Activities and meetings related to the design and bid specifications are under way.
- Construction will occur during summer of 2014 at both locations with exact dates to be determined.

## **6. Summer Activities**

### **District Wide Summer Projects Planning**

- Project development is underway on 38 projects. Support Services Facilities Department and School Site personnel are reviewing project details, and schedules. Bidding requirements are under review by Support Services. Individual project titles and information will be added to the Facilities Report list as final scope details are established.

Gary Wuitschick  
Director – Support Services

## Maintenance & Operations

### PVHS

- Replaced the staff restroom locks for improved security.
- Revised the encoding of the electric gate operators for improved campus access control.
- Repaired freeze damage on domestic water backflow prevention valves.
- Replaced projectors in twelve classrooms.
- Repaired the laminate corners of the work benches in room 411.
- Performed emergency eyewash and shower tests in nine science classrooms and the science preparation area.
- Setup refrigerators and warmers for the start of school following the winter break.
- Re-secured sponsor banners at the varsity baseball field in preparation for the new season.
- Cleaned library tables and chairs in preparation for the January staff development day.
- Performed heater and air conditioner startup prior to teachers' return from winter break.
- Setup several events: volleyball, wrestling, water polo, soccer, baseball.
- Provided traffic control before school – 46 hours.
- Preventive work order hours – 28
- Routine work order hours – 204
- Total work orders completed – 71
- Event setup hours – 240

### ERHS

- Continued improvements to the upper campus quad by removing shrubs and a broken lunch table, adding a new lunch table on a decomposed granite base. **(Photos)**
- Brick dust spread to the infields of the baseball and softball fields for 2014 season
- Repaired broken sprinklers in various areas of the campus.
- Painted dugouts at softball field
- Replaced broken backstop boards at the freshman baseball field.
- Completed repairs and corrections to the annual fire department inspection.
- Performed emergency eyewash and shower tests in science classrooms. Made necessary repairs to the emergency showers.
- Performed heater and air conditioner startup prior to teachers' return from winter break.
- Serviced wood shop and welding shop exhaust fans and dust collection systems as well as the air compressors.
- Painted various areas of the gymnasium ceiling in need of a touch-up.
- Painted interior walls and doors in the new textbook storage room (room 201 in the library building).
- Removed shelving in library's former textbook storage room and prepared it for a study group space.
- Reprogrammed electric gate remote operators to provide improved gate access control on all sites.
- Mounted motivational signs throughout the campus.
- Setup several events: Elective Fair, Financial Aid Workshop, Terrell Workshop, SAT preparation testing, basketball, soccer, and the January staff development day.
- Delta – Replaced 6 irrigation valves
- Preventive work order hours – 33
- Routine work order hours – 86
- Total work orders completed – 106
- Event setup hours – 43

## REGULAR MEETING

February 12, 2014

### SMHS

- Rearranged the athletic trainer's room to accommodate a new whirlpool bath unit. This included relocating the sink and ice machine. **(Photo)**
- Completed several repairs on items observed during the William Settlement Facilities inspection.
- Performed repairs discovered on safety inspection.
- Reprogrammed electric gate remote operators to provide improved gate access control on all sites.
- Repaired the pool exit door alarm.
- Performed fire alarm system and emergency light tests.
- Performed emergency shower test and stadium ADA chair-lift inspection.
- Completed the cafeteria kitchen fire suppression system inspection.
- Performed heater and air conditioner startup prior to teachers' return from winter break.
- Relocated obsolete equipment collected on campus (scanners, printers, micro-cassette recorders, mini-refrigerators).
- Painted room 342 (in the small gymnasium), cleaned the carpet, and prepared it to be the Children's Resource Network Teen Closet outlet for clothing donations. **(Photo)**
- Applied herbicide at various locations throughout campus.
- Prepared the varsity softball field for the 2014 season **(Photo)**
- Hosted the January Board meeting. **(Photo)**
- Assisted the Facilities Department and the new contractor with the startup of the Broadway classroom construction.
- Setup several events: wrestling, soccer, CPR training for bus drivers, January staff development day.
- Preventive work order hours – 52
- Routine work order hours – 33
- Total work orders completed – 136
- Event setup hours – 140

### Graffiti & Vandalism

• ERHS	\$	0
• DHS	\$	0
• SMHS	\$	200
• PVHS	\$	0

Reese Thompson  
Director – Facilities and Operations

# Photo Gallery



SMHS - 14-Classroom Building Construction Begins



SMHS - Earth Work for Building Foundations is Underway

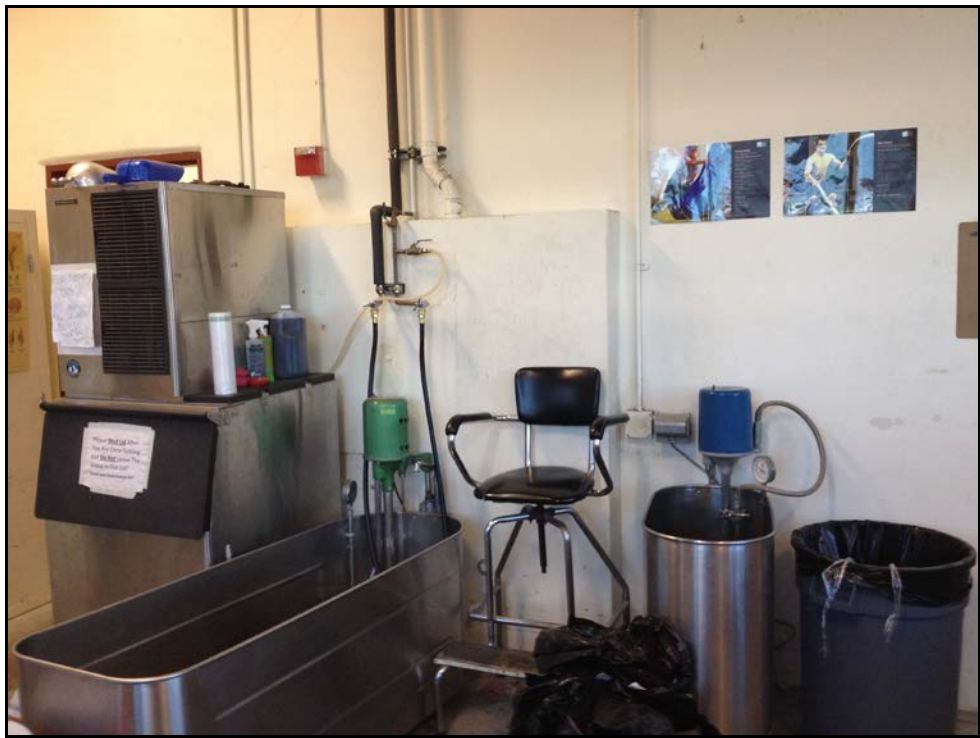




ERHS – Juan Rodriguez and Nelson Frutos Prepare the Quad Lawn for Reseeding



ERHS – The Revised Quad: More Spacious and Student Friendly



SMHS - Athletic Trainer Receives a New Whirlpool



SMHS - Ray Segovia Paints the Children's Resource Network Teen Closet Clothing Outlet



REGULAR MEETING  
February 12, 2014



SMHS - Varsity Baseball prepared for the 2014 Season



SMHS - Elias Comacho Prepares the Multi-Purpose Room for the January Board Meeting



**Resolution No. 12-2013-2014**  
**AGREEMENT FOR PROFESSIONAL**  
**PROGRAM & IMPLEMENTATION SERVICES**

This Agreement (the “Agreement”) for professional planning, program & implementation services (“Program Management Services”) is entered into this \_\_\_ day of \_\_\_\_\_2014 (the “Effective Date”), and is made by and between Caldwell Flores Winters, Inc. (the “Program Manager”), and the Santa Maria Joint Union High School District (the “District”) of Santa Barbara County who are collectively referred to as “the Parties”.

**RECITALS**

WHEREAS, Program Manager provides professional services for planning, financial advisory, State aid, program development and program management throughout the State of California;

WHEREAS, the District has completed a strategic plan and identified a number of planning, program development, capital facility, and financing needs throughout the District;

WHEREAS, Program Manager provides an integrated delivery method for these services for which the District has been fully appraised and may contract over time in whole or in part;

WHEREAS, the District Board of Education (the “Board of Education”) desires to retain the professional services of Program Manager to develop a program for the purpose of identifying and implementing a high school education reconfiguration program at some or all of its schools and implementation of a facility improvement and financing program to accommodate the proposed reconfiguration and facility needs at school sites as approved by the Board of Education (hereinafter collectively referred to as the “Reconfiguration and Facilities Program”);

WHEREAS, the District anticipates that it will need a variety of sources of funding to implement the Reconfiguration and Facilities Program including developer fees, State School Facility Program funds (State aid hardship and matching funds), remaining balances from other facility projects, bond programs, and other District, State and Federal funds that may be used in support of the Reconfiguration and Facilities Program (hereinafter collectively referred to as the “Program Funding”);

WHEREAS, the District has identified projects for inclusion in the Reconfiguration and Facilities Program and may add other projects hereafter approved by the District during the term of this Agreement to be funded through Program Funding as identified by the Program Manager and as approved by the Board of Education (herein collectively referred to as the “Reconfiguration and Facilities Projects”);

WHEREAS, Program Manager offers to provide all professional services and fulfill all obligations contemplated under this Agreement and represents that it is engaged in the business of providing professional planning, program development and program management services, that it is duly qualified and capable of providing and performing the professional services contemplated under this Agreement and that, in performing or providing any services hereunder, it will only assign personnel of Program Manager (and any sub-consultant to Program Manager) duly qualified and capable of completing the tasks assigned;

WHEREAS, the District may retain architects and/or other professional consultants (hereinafter collectively referred to as the, “Professional Consultants”) to assist or provide services relating to the District Reconfiguration and Facilities Program; and

WHEREAS, the District desires to retain the professional services of Program Manager to provide planning, program development and program management services in connection with the establishment of the District Reconfiguration and Facilities Program, Program Funding, and implementation of the Reconfiguration and Facilities Projects, all as approved by the Board of Education and more particularly described in this Agreement;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties hereby agree as follows:

## **1. TERM**

The purpose of this Agreement is to provide program and implementation services related to the Reconfiguration and Facilities Program. Unless terminated earlier pursuant to Article 7 of this Agreement, the Agreement shall commence on the Effective Date and shall continue until the earlier of (i) the date that is sixty (60) calendar months from the Effective Date, or (ii) the date the last project identified in the Reconfiguration and Facilities Program is substantially completed and a certificate of occupancy is issued by the Department of the State Architect (“DSA”). As used in this Agreement, “completion” means the issuance of the final certificate required by DSA, after the certificate of acceptance of the District is issued and, if applicable, recorded with the County.

The intention of this Agreement is that Program Manager will see through completion the Reconfiguration and Facilities Projects. It is contemplated that if the services required herein extend beyond the initial sixty (60) months (hereinafter, the “Initial Term”), the District and Program Manager may extend the term of the Agreement by mutual agreement of the Board of Education and the Program Manager for an additional term or terms; provided that any extension of the Initial Term must be in writing prior to the expiration of this Agreement as contemplated in the preceding paragraph.

## **2. PROGRAM MANAGEMENT SERVICES**

Program Manager agrees to perform in a competent and professional manner the professional Program Management services for all projects defined and identified as part of the Reconfiguration and Facilities Program (hereinafter, the “Basic Services”) and any services requested by the Superintendent as supplemental professional services not provided for within the scope of services for the District Reconfiguration and Facilities Program but related to said Program (hereinafter, the “Additional Services”).

The professional Program Management services for Basic Services shall consist of the following:

- 2.1. Performance of Basic Services. Except as otherwise specified, the Program Manager shall perform the Basic Services with its own personnel, except for Basic Services performed by

sub-consultants to the Program Manager who are approved in advance by the District (hereinafter, the “Sub-Consultants”).

- 2.2. Review of District Provided Information. The Program Manager shall review information provided by or through the District relating to the Reconfiguration and Facilities Program in order to obtain a full understanding of: (a) the District’s educational program, including its strategic plan; (b) nature and extent of existing information relating to existing physical facilities; (c) the District’s facilities plan, including modifications thereto incorporated in connection with the Reconfiguration and Facilities Projects; (d) the availability of funding under Program Funding; and, (f) the District’s budget objectives for the Reconfiguration and Facilities Projects.
- 2.3. Implementation Plan. Program Manager with direction of the Superintendent and assistance from District staff and Professional Consultants shall deliver to the Board of Education within 90 days of the Effective Date an analysis and method for implementation of the District Reconfiguration and Facilities Program, including Program Funding (hereinafter, the “Implementation Plan”). The Implementation Plan shall include a master schedule, master budget, and estimated project schedules and construction budgets for each of the projects within the program. The Implementation Plan shall be presented to the Board of Education at its May meeting or a meeting identified thereafter by the Superintendent for approval.
- 2.4. Master Project Budgets/Master Project Schedules. Program Manager shall provide a master schedule and master budget based on estimated construction budgets and schedules for each proposed project within the District Reconfiguration and Facilities Program.

#### 2.4.1. Master Project Budget

- 2.4.1.1. Budget Review. The Program Manager, with assistance from District staff and the Professional Consultants, shall review existing budgets for each proposed project and expenditures to date, and create and maintain a master project budget for all District Reconfiguration and Facilities Projects (the “Master Project Budget”).
- 2.4.1.2. Budget Monitoring. The Master Project Budget will be monitored and periodically updated, but at no less than six month intervals, and presented to the District staff and the Board of Education. For these purposes, the budget project costs shall be as follows: (a) construction costs, (b) architect/engineer fees, (c) construction manager fees, (d) inspection and testing fees, (e) public agency fees (including DSA, California Department of Education (“CDE”), and local and state agencies), (f) environmental costs (CEQA documentation, abatement costs, etc.), (g) printing and postage costs (typically related to agency approval bidding, construction and project closeout), (h) legal fees, (i) special consultant fees (Advocacy etc.) and (j) interim housing costs.
- 2.4.1.3. Project Cost Review. Project Costs (as defined in Article 5.2) shall be reviewed and updated to reflect: (a) actual costs incurred, being incurred, or anticipated to be incurred, and (b) anticipated costs not in the process of design, bidding or construction at the time of the update. As part of the Basic Services, the Program

Manager shall assist the District in resolving any funding, payment or costs disputes arising in connection with the Reconfiguration and Facilities Projects.

Upon completion of each Reconfiguration and Facilities Project, but in no event later than 60 days after completion of the Reconfiguration and Facilities Project, Program Manager shall prepare a reconciliation (the “Project Cost Reconciliation”) of all costs related to that Reconfiguration and Facilities Project, including all amounts invoiced to the District, indicating whether amounts were ultimately paid or rejected.

2.4.2. Master Project Schedule. The Program Manager, with assistance from District staff and the Professional Consultants, shall review existing schedules for each Reconfiguration and Facilities Project and create and maintain a master project schedule for all Reconfiguration and Facilities Projects in the District Reconfiguration and Facilities Program (the “Master Project Schedule”).

2.4.2.1. Schedule Updates: The Master Project Schedule will be monitored and periodically updated, but at no less than six-month intervals, and presented to the District staff and the Board of Education.

## 2.5. Funding Sources.

2.5.1. Sources. The Program Manager shall assist the District and Professional Consultants in: (a) ascertaining available funding sources for the Reconfiguration and Facilities Projects, (b) ascertaining the constraints and requirements for the District to secure funding from a funding source and (c) in securing District funding. The Program Manager shall provide a written summary of potentially available funding.

2.5.2. Updates. The summary of available funding and the underlying funding sources will be monitored and updated at six-month intervals and presented to the District staff and the Board of Education.

## 2.6. Standards; Records and Procedures.

2.6.1. District Standard Materials/Equipment. The Program Manager shall assist the District and Professional Consultants in updating District specifications for school site enrollment and classroom occupancy and standards for material/equipment to be specified in the Reconfiguration and Facilities Projects. The following objectives shall be incorporated: (a) size of school site by enrollment, grade configuration, and classroom occupancy, (b) consistency in material/equipment across projects, (c) cost effectiveness of life cycle, procurement and installation, and (d) conformity to function and other operational requirements of the Reconfiguration and Facilities Project.

2.6.2. Records. The Program Manager shall submit standards for all material and equipment that will be used on the District Reconfiguration and Facilities Program. In addition, the Program Manager shall create and maintain records for each Reconfiguration and Facilities Project, including without limitation any applicable records concerning funding sources, initial and revised budget estimates and actual costs, Project Cost Reconciliation, bidding, construction phase and approval phase, insurance, and

bonding.

2.6.3. Project Professional Services. The Program Manager shall develop procedures for District acceptance for the identification of professional services necessary for completing the design, bidding and construction phases of the Reconfiguration and Facilities Program, including without limitation, architects, other design consultants, project inspection services, special test/inspection services, soils/geo-technical services, third party cost estimators, schedulers and construction managers.

## 2.7. Bidding and Construction Procedures.

2.7.1. General. To facilitate and expedite completion of the bidding and construction process for the Reconfiguration and Facilities Projects and to establish consistency in procedures utilized to complete the bidding and construction processes for the Reconfiguration and Facilities Projects, the Program Manager shall assist the District in establishing procedures for bidding Reconfiguration and Facilities Projects and administration of the construction contracts awarded by the District for the Reconfiguration and Facilities Projects.

2.7.2. Bidding Guidelines. The Program Manager shall assist the District in updating and implementing existing guidelines for bidding projects.

2.7.3. Construction Phase. The Program Manager shall assist the District in: (a) negotiation of guaranteed maximum price contracts, construction manager or contractor fees, (b) oversight of bid process undertaken by architect and construction manager or contractor, (c) oversight of bid reviews and bid award recommendations, undertaken as part of basic services of the architect and construction manager or contractor, (d) presentation of bid award recommendations to District staff and Board of Education for approval, (e) administration of pre-bid construction manager or contractor qualifications and checks, (f) oversight of construction agreements with bonds and insurance review, (g) attendance at pre-bid and pre-construction correspondence to represent District's interests, (h) review of meeting minutes and follow through on District decision requests, (i) review of all pay requests for contract conformance, (j) pay request coordination with District, and (k) oversight of change order review process by architects and construction managers and/or contractors, including analyzing, responding to and negotiating claims.

2.7.4. Post Construction Phase. The Program Manager shall assist the District and Professional Consultants in: (a) oversight of project closeout with DSA by architect/engineer, inspector and construction manager or contractor, including all change orders, coordination of notice of completion and retention, (b) oversight of punch list and maintenance period criteria, training sessions for staff for operation and maintenance procedures for equipment (HVAC, fire alarms, phones, bell systems, etc.), and (c) assist District in preparation of Office of Public School Construction ("OPSC") audits.

2.8. Communications. The Program Manager shall develop a communication plan to appraise the District, District staff and community for the implementation and progress of the Reconfiguration and Facilities Projects on an ongoing basis.

2.8.1. Components of the Communication Plan: The plan will include the following components: (a) written bi-monthly reports covering current activities, (b) monthly summary presentation to the Board of Education on progress towards goals, (c) quarterly reports regarding adherence to schedules, budgets, sources of funding, and progress of major projects including any disputed invoices or payment disputes, (d) supply of information for newsletters, website updates, and information to local media outlets as required, and (e) attending public forums and meetings as necessary to keep stakeholders informed.

2.9. Labor Relations/Labor Compliance Program.

2.9.1. Determination of Labor Compliance Program Requirements. The Program Manager shall oversee the development, implementation and enforcement of a labor compliance program under Labor Code§ 1777.1.

2.9.2. Development of Labor Compliance Program. The Program Manager shall assist the District in processing the District's approved labor compliance program for adoption by the District's Board of Education and approval by the Department of Industrial Relations.

2.10. Program Manager Standard of Care. Program Manager shall provide the Basic Services and authorized Additional Services, using its professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. Program Manager's services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely implementation of the Reconfiguration and Facilities Projects.

2.11. Other Project Participants. Program Manager's services hereunder shall be provided in conjunction with contracts between the District and the Professional Consultants. The Professional Consultants shall perform their duties in accordance with their respective contracts with the District. Except as expressly set forth herein, neither this Agreement, nor the Program Manager's Basic Services hereunder shall be deemed the Program Manager's assumption of responsibility for the adequacy or sufficiency of the services provided by the Professional Consultants. The foregoing notwithstanding, the Program Manager's responsibilities under this Agreement shall include the coordination and oversight of the performance of services by the Professional Consultants relating to the Reconfiguration and Facilities Program in accordance with the terms of the Professional Consultants contracts with the District.

2.12. Program Manager Work Product. The entire work product of Program Manager and its Sub-Consultants prepared or generated in connection with this Agreement is the property of the District. If the District exercises the right to terminate this Agreement pursuant to the terms hereof, upon request of the District, Program Manager shall assemble and transmit to the District all of the work product of the Program Manager and its Sub-Consultants generated, prepared, reviewed or compiled in connection with this Agreement and the Basic Services and authorized Additional Services hereunder. Upon request of the District, the Program Manager shall make available to the District all work product completed or in

progress at the time of such a request.

- 2.13. Meetings and Conferences. The Program Manager shall attend and participate in meetings and conferences with the District staff, Professional Consultants, oversight committees as may be established by the District, community organizations, and the District's Board of Education relating to the Reconfiguration and Facilities Program and/or as otherwise necessary to discharge the Program Manager's obligations hereunder.

### **3. ADDITIONAL SERVICES**

- 3.1. State Aid Services. Program Manager agrees to analyze and secure funding, where possible, from available State school facilities programs most suitable to the District's needs. All necessary applications will be filed and processed through the State, as needed, including the California Department of Education (CDE), the Office of Public School Construction (OPSC) and the State Allocation Board (SAB). Program Manager agrees to (a) review District's eligibility for funding, including new construction, modernization, and joint-use, (b) develop strategy to maximize available eligibility suitable to District needs, (c) assist District in submitting necessary applications and complying with State requirements, (d) meet with State representatives as necessary to process applications, including OPSC and SAB meetings as necessary, (e) assist in securing and receipt of State funds, and (f) present program updates to the Board semi-annually and as directed by the Superintendent.
- 3.2. Performance of Additional Services. Program Manager agrees to provide Additional Services with the prior written authorization of the District as mutually agreed by Program Manager and the Superintendent, subject to Board of Education approval.

### **4. DISTRICT COOPERATION & RESPONSIBILITIES**

The District agrees to pay Program Manager as specified herein in Article 5 upon receipt of an invoice from Program Manager. The District shall use reasonable efforts to pay approved invoices within 30 days of receipt. Invoices that are not paid within 60 days of receipt shall bear interest at a rate of 10% per annum beginning on the 60<sup>th</sup> day after receipt by the District until such time as invoice is fully paid by District.

The District hereby agrees to fully cooperate with Program Manager by furnishing all necessary District records, documents and information and to make District personnel available for consultation and information as needed to perform the work identified herein.

- 4.1. Information. The District agrees to use its best efforts to provide all necessary information relative to the proposed scope of work on a timely, diligent and accurate basis. The District shall also provide the Program Manager with full information regarding the District Reconfiguration and Facilities Program and the Reconfiguration and Facilities Projects therein.
- 4.2. Updates/Revisions to District Provided Information. The District will provide the Program Manager with updates/revisions of information upon the District's receipt thereof. The District will provide the Program Manager with additional information obtained or received by the District relating to the Reconfiguration and Facilities Projects, including without limitation, the District's facility plan, construction documents of existing, where available,

and all previous program or project information promptly.

- 4.3. Limitations on Program Manager Use of District Provided Information. The District shall retain title to and the right of possession to all information furnished to the Program Manager. The Program Manager shall be bound by any confidentiality or proprietary agreement required by the District before accepting receipt of confidential or proprietary information. In the event of termination of this Agreement for any cause, the Program Manager shall immediately deliver to District all items the Program Manager has possession, custody or control over, whether complete or in process.
- 4.4. District Representative. Within ten (10) days of the date of this Agreement, the District shall designate a person to act as the District Representative and shall notify the Program Manager of said designation. The District Representative is authorized to act on behalf of the District with respect to this Agreement and to carry out the District's responsibilities under this Agreement.

## 5. **FEE FOR SERVICES**

- 5.1. Contract Price. Program Manager agrees to provide Program Management Services. The District shall compensate Program Manager the contract price of Five Percent (5%) of the Project Costs, as that term is defined below, of each Reconfiguration and Facilities Project within the District Reconfiguration and Facilities Program approved by the Board of Education and under management during the term of this Agreement (hereinafter, the "Contract Price").
- 5.2. Project Costs. Project Costs shall be defined as all costs, fees, and expenses to be paid by the District during the term of this Agreement related to Reconfiguration and Facilities Projects under management by Program Manager, including but not limited to those costs, fees and expenses related to the planning, design, bidding, management and construction of Reconfiguration and Facilities Projects undertaken by the District. At the commencement of Basic Services for each such project, Project Costs shall be calculated based on the Master Program Budget (excluding therefrom any Program Manager fees and any fees or costs related to securing funding, including bond counsel fees, underwriting fees, financial consultant fees, escrow fees, etc.). Every six months thereafter until completion, the Master Program Budget and the Project Costs shall be recalculated as needed to incorporate any changes approved by the Board of Education.

As noted in the definition of Project Costs, the fee will adjust as necessary as Project Costs are adjusted to include new components, phases, parts or sub-projects. These adjustments shall not include any fee adjustment related to change orders resulting from errors on the part of the Program Manager, a contractor, developer, architect, engineer or any professional consultant.

- 5.3. District Payments to Program Manager.
  - 5.3.1. Initial Payments for Implementation Plan. The District agrees to pay Program Manager three payments of Thirty Thousand Dollars (\$30,000.00) each on the first of each of the following months, February, March and April of 2014 for the purposes of preparing the Implementation Plan.



5.3.2. Subsequent Basic Services Payments. Thereafter, payment of Contract Price shall be based on the aggregate of Project Costs in progress, payable pro rata for each such Reconfiguration and Facilities Project under program management. The payments shall be calculated as follows: (1) the total Project Costs, as defined herein, shall be multiplied by 5% (the “Fee”); (2) this amount shall then be divided by the number of months projected in the Master Project Schedule and adjusted by an equitable share of the Initial Payments in 5.3.1 reasonably allocated over the term of the Agreement or completion of the Reconfiguration and Facilities Project. This shall establish the “Average Fee”. Program Manager shall be paid the Average Fee monthly for the duration of the Reconfiguration and Facilities Projects under program management up to the maximum fee specified above in 5.1. Program Manager shall submit monthly invoices consistent with the formula described above.

5.3.3. Additional Services – State Aid Services. Program Manager agrees to provide State aid services during the term of this Agreement and to be compensated at the rate equal to two percent (2%) of the principal amount of all State funds received for facilities by the District payable in lump sum within 30 days of receipt of State funds by the District.

5.4. Expenses. The Contract Price shall include all expenses of Program Manager but shall not include the costs and expenses of third party Professional Consultants. The Contract Price includes all ordinary business expenses including travel, meals, mileage, photocopying, facsimile charges and office supplies.

5.5. Additional Services. If the District shall approve or direct Program Manager to perform or provide Additional Services in this Agreement, Program Manager shall be compensated for its personnel providing such Additional Services pursuant to a mutually agreed upon fixed price. Program Manager shall include agreed upon compensation for any Additional Services as part of its monthly invoices.

## **6. INDEPENDENT CONTRACTOR STATUS**

It is understood that Program Manager is an independent contractor and is responsible for accomplishing the results required herein within the timelines contemplated by the parties. Program Manager shall not act as an agent, officer or employee of the District nor shall it have the authority to contract on behalf of the District. With the exception of the fees due to Program Manager from time to time for the services expressly contemplated herein, the District shall not be liable to Program Manager for any payments, benefits, losses, costs, expenses, injuries or damages to Program Manager, Program Manager’s property or any of Program Manager’s employees, agents, directors or shareholders.

## 7. TERMINATION

- 7.1. Termination for Cause. In the event Program Manager fails or refuses to reasonably perform the provisions of the scope of work, Program Manager shall be deemed in default in the performance of this Agreement. Notice shall be given to Program Manager by District, as provided in this agreement, specifying the nature of such default. Program Manager shall have twenty-one (21) calendar days, upon receipt of said notice of default, to cure such default. If, within said period, Program Manager cures the condition or violation or makes satisfactory arrangements for the correction thereof with the District, the default shall be deemed cured.

If Program Manager fails to cure the default, the District may terminate for cause on the date that is thirty (30) calendar days after the expiration of the period to cure, or on any date specified by District thereafter (each, a "Termination Date"). Cause shall include: (a) Program Manager's failure or refusal to reasonably perform the provisions of the Basic Services and/or Additional Services; (b) any act by Program Manager exposing the District to liability to others; (c) Program Manager becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (d) if Program Manager disregards applicable laws, codes, ordinances, rules or regulations. The District shall be responsible for paying Program Manager for any earned fees based on the percent of work completed on those Reconfiguration and Facilities Projects under management that remain unpaid at the Termination Date. In addition, District shall remain obligated to pay Program Manager for State aid Services performed through the date of termination. Any dispute regarding the amount of earned and unpaid fees shall be resolved through the dispute resolution provisions of this Agreement.

- 7.2. Termination for Convenience. The District may terminate the contract without cause by providing sixty (60) days written notice of termination. If termination for convenience occurs the District will pay Program Manager for any earned professional fees that remain unpaid, calculated based on Reconfiguration and Facilities Projects completed to the date of termination plus the percent completed of those Reconfiguration and Facilities Projects still under program management. In addition, the District agrees to pay Program Manager an amount equal to 18% of the remaining balance of the Contract Price defined in Article 5.1 or the remaining balance of the Contract Price, whichever is less, as liquidated damages for early termination. The Parties agree this amount reasonably reflects both the general effort and services delivered by Program Manager and the potential benefit derived by District from services provided to the date of termination. Any dispute regarding the amount of earned and unpaid fees shall be resolved through the dispute resolution provisions of this Agreement.

- 7.3. Suspension of Services. The District may, in its discretion, suspend all or a part of the Basic Services and/or Additional Services for such duration as determined solely by the District. If the period of suspension directed by the District exceeds sixty (60) or more consecutive calendar days and such suspension is not caused in whole or in part by the neglect or fault of the Program Manager or any District approved Sub-Consultant or Program Manager's breach of this Agreement, upon resumption of the Basic Services, the Contract Price shall be subject to adjustment to reflect actual costs and expenses incurred by the Program Manager as a direct and sole result of the suspension directed by the District.

7.4. Project Abandonment. Upon abandonment of a Project by the District, the District will make payment to Program Manager for the Basic Services and authorized Additional Services provided prior to the effective date of abandonment of the Project. Project Abandonment is defined as the decision by the District’s Board of Education to completely abandon the design, funding or construction of a particular Project contained within the District Facilities Program. Abandonment shall not include the relocation of a Project, reprioritization of a Project or the placement on hold of a Project.

**8. INSURANCE**

8.1. Insurance Policies; Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by Program Manager and its Sub-Consultants are:

Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000
Commercial General Liability (including coverage For Bodily Injury or Death, Property Damage and Automobile Liability-Property Damage, Bodily Injury or Death)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	\$1,000,000

8.2. Workers’ Compensation and Employers Liability Insurance. Workers’ Compensation Insurance shall cover claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefits. Employer’s Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee that arises out of the employee’s employment by Program Manager or a Sub-Consultant. The Employer’s Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers’ Compensation Insurance required to be obtained and maintained hereunder.

8.2.1. Commercial General Liability and Property Insurance. Commercial General Liability and Property Insurance shall provide coverage for the types of claims set forth below which may arise out of or result from Program Manager’s services under this Agreement and for which Program Manager may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Program Manager’s employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained by: (a) a person as a result of an offense directly or indirectly related to employment of such person by Program Manager or (b) by another person; (iii) claims for damages due to injury to or destruction of tangible property, including loss of use resulting thereof; and (iv) contractual liability insurance applicable to Program Manager’s obligations under this Agreement. District shall be an additional named insured to Program Manager’s commercial general liability insurance policy.

- 8.2.2. Professional Liability Insurance. The policy of Professional Liability Insurance shall cover claims for errors, omissions and other conduct arising out Program Manager's performance of services under this Agreement.
- 8.2.3. Automobile Liability. The policy of Automobile Liability insurance shall provide coverage for claims arising out of the operation of automobiles and other motor vehicles by Program Manager in connection with performance of obligations under this Agreement.
- 8.2.4. Policy Endorsements; Evidence of Insurance. Program Manager agrees to deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverage under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 8.2.5. Sub-Consultants' Insurance. If Program Manager requests, and the District consents to the use of Sub-Consultant(s) to Program Manager to perform a portion of the Basic Services or authorized Additional Services, each approved Sub-Consultant shall obtain and maintain each policy of insurance with the minimum of coverage amounts set forth above for Program Manager. Notwithstanding the District's approval of a Sub-Consultant, no Sub-Consultant shall provide services until Program Manager has delivered Certificates of Insurance to the District that evidences each of the required insurance policies and the minimum coverage amounts set forth herein.

## 9. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below. All notices, demands, requests or approvals from Program Manager to District shall be addressed to District as follows:

**Santa Maria Joint Union High School District**  
Dr. Mark Richardson, Superintendent  
2560 Skyway Drive  
Santa Maria, CA 93455

All notices, demands, requests or approvals from District to Program Manager shall be addressed to Program Manager as follows:

**Caldwell Flores Winters, Inc.**  
Ernesto Flores, President  
6425 Christie Avenue, Suite 270  
Emeryville, CA 94608

## **10. COMPLIANCE WITH LAWS**

The District and Program Manager hereby agree to comply with all the laws and regulations governing the operation of this Agreement, the Reconfiguration and Facilities Projects and the relationship between the Parties.

## **11. INDEMNIFICATION**

The parties each hereby agree to defend, indemnify and hold harmless the other and its officers, employees, directors, affiliates and agents, from and against any and all claims, demands, liability, losses, damages and expenses, including reasonable attorneys' fees and costs, incurred by the other which arise out of or relate to (1) injury or death of an employee, agent, Program Manager of the District, Program Manager or any contractor or subcontractor of each of the Parties to this Agreement; (2) damage to property except damage to the Work itself insured under the Project Builder's Risk Policy; (3) a breach by either party of its obligations under this Agreement; and, (4) the wrongful, willful or negligent acts or omissions of the other party, its officers, directors, employees or agents, in the performance of its obligations under this Agreement.

## **12. SEVERABILITY**

If one or more of the provisions of this Agreement are deemed to be illegal, invalid, unenforceable and/or void by a court or governmental agency with competent jurisdiction, such provision(s) shall be stricken, severed and deleted from the Agreement and the remaining provisions, terms and conditions shall in all other respects continue in full force and effect and be interpreted as if such stricken provision were so excluded.

## **13. HEADINGS**

The titles and headings of the various articles to this Agreement are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Program Manager and shall have no effect upon the construction or interpretation of this Agreement.

## **14. PREVAILING LAW**

The parties hereby agree that this Agreement shall be interpreted and shall be governed by the laws of the State of California. The parties further agree that any action brought by either party to interpret or enforce the arbitration clause of this Agreement shall be brought and venue shall be proper in the Superior Court of California, County of Santa Barbara, California.

## **15. ASSIGNMENT**

Program Manager reserves the right to assign this Agreement in whole or in part to any successor or assignee with the prior written approval of the District, which shall not unreasonably be withheld.

## **16. DISPUTES/BINDING ARBITRATION**

Written notice of any Dispute must be provided to the other party, describing specific details of the dispute within ten (10) days of the occurrence of the underlying event causing the dispute. This notice must be provided as pursuant to Article 10 of this Agreement. For a reasonable period commencing on the day written notice of Dispute was provided, but not to exceed thirty (30) days, the parties shall in good faith attempt to resolve the Dispute.

If the parties are unable to resolve the dispute by the conclusion of the thirty (30) day period, the dispute shall be submitted first to a non-binding mediation by a mediator selected by mutual agreement of the parties. The mediation shall be conducted within ninety (90) days of the date upon which the dispute was first tendered to the other party. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Program Manager commencing binding arbitration proceedings.

If the parties are unable to resolve the Dispute through the non-binding mediation, the parties shall proceed to binding arbitration in Santa Barbara County, California. This Agreement shall be governed and interpreted by the arbitrator in accordance with the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Program Manager.

The arbitrator shall be neutral and mutually acceptable. The parties shall be entitled to limited discovery including one set of requests for admission, interrogatories and requests for production with a maximum of 25 requests each. Furthermore, the parties will be entitled to take no more than three depositions each. The arbitrator shall determine all rights and obligations under this Agreement and the award of the arbitrator shall be final, binding, and enforceable.

Any award issued pursuant to this provision may be enforced in a court of competent jurisdiction, and each party hereby consents to that jurisdiction. The venue for arbitration shall be in Santa Barbara County, California.

## **17. ATTORNEY'S FEES**

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's actual attorney fees. As used herein, the term "actual attorney's fees" shall mean the fees actually charged for the services rendered by legal counsel to the prevailing party in connection with the enforcement of this Agreement, and shall not be limited to "reasonable attorney's fees" as determined by the court or any statute.

## **18. AUTHORITY**

The individual(s) executing this Agreement on behalf of Program Manager warrant and represent that she/he is authorized to execute this Agreement and bind Program Manager to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind the District to all terms hereof and authority granted to enter into this Agreement.

**19. ENTIRE AGREEMENT**

With the exception of the agreements for State Aid Services and Financial Advisory Services Agreements, this Agreement constitutes the entire agreement and understanding between the District and Program Manager concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing mutually executed by individuals authorized to do so on behalf of Program Manager and the District.

IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Agreement and represented that each has authority to do so on the dates set forth below.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Mark Richardson, Superintendent

\_\_\_\_\_  
Date

**CALDWELL FLORES WINTERS, INC.**



By: \_\_\_\_\_  
Mr. Ernesto Flores, President

\_\_\_\_\_  
Date

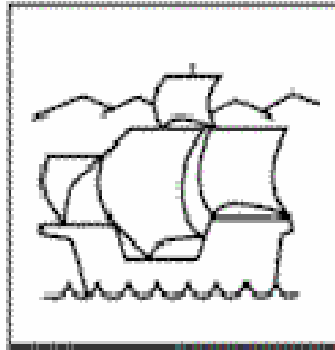
**REGULAR MEETING**  
**February 12, 2014**

**APPENDIX D**

**General Obligation Bonds**  
**Continuing Disclosure Information**  
**Year Ended June 30, 2013**



**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**



*Continuing Disclosure Information  
For Fiscal Year Ended June 30, 2013*

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**Audited Financial Statements**

The financial statements and auditor's report for the year ended June 30, 2013 can be found on the District's website at the following link:

<http://www.smjuhsd.k12.ca.us/Download.asp?L=2&LMID=362579&PN=DocumentUploads&DivisionID=8882&DepartmentID=8872&SubDepartmentID=&SubP=&Act=Download&T=1&I=324438>

**Approved Budget**

The adopted budget for the 2013-14 school year can be found on the District's website at the following link:

<http://www.smjuhsd.k12.ca.us/Download.asp?L=2&LMID=362579&PN=DocumentUploads&DivisionID=8882&DepartmentID=8872&SubDepartmentID=&SubP=&Act=Download&T=1&I=268363>

**Average Daily Attendance**

The following exhibit displays the District's Average Daily Attendance.

**EXHIBIT 1  
AVERAGE DAILY ATTENDANCE  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

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<u>Fiscal Year</u>	<u>Average Daily Attendance</u>
2007-08	7,189
2008-09	7,183
2009-10	7,115
2010-11	7,230
2011-12	7,196
2012-13	7,192

Source: Santa Maria Joint Union High School District. Excludes ADA related to County Office programs.

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**Pension Plans**

The District participates in the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The Plan provides retirement, disability, and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that

includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, California 95826. The District's contribution to STRS for the year ended June 30, 2013 was \$2,298,361 and is expected to be \$2,313,432 as of budget adoption for the 2013-14 year.

The District also contributes to the School Employer Pool under the California Public Employees' Retirement System (PERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by PERS. The Plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Law. PERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the PERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California 95814. The District's contribution to PERS for the year ended June 30, 2013 was \$1,437,067 and is expected to be \$1,432,258 as of budget adoption for the 2013-14 year.

### **Short-Term Borrowing**

As of June 30, 2013, the District had the following amounts due within one year:

General Obligation Bond, principal payment	\$2,545,000
Certificates of Participation, principal payment	445,029
Compensated absences	346,308
Postemployment Benefits	669,217
Unamortized Bond Premium, net of deferred loss	239,016
Capital Leases	56,504
Other Loans Payable	<u>28,962</u>
 Total	 <u>\$4,330,036</u>

### **General Obligation Bonds**

On February 22, 2001 the District issued \$18,000,000 in General Obligation Bonds, Election of 2000, Series A. The final maturity date is August 1, 2025.

On March 1, 2003 the District issued \$12,000,000 in General Obligation Bonds, Election of 2000, Series B. The final maturity date is August 1, 2027.

On February 5, 2005 the District issued \$34,998,222 in General Obligation Bonds, Election of 2004, Series 2005. The final maturity date is February 1, 2030.

On May 3, 2006 the District issued \$25,452,727 in General Obligation Refunding Bonds and used the proceeds to purchase securities to be held in trust to pay off \$15,195,000 of the 2001 General Obligation Bonds through August 2015 and \$8,125,000 of the 2003 General Obligation Bonds through August 2027.

On April 23, 2013 the District issued \$26,820,000 in General Obligation Refunding Bonds and used the proceeds to purchase securities to be held in trust to pay off \$1,680,000 of the 2001 Series A issue, \$1,230,000 of the 2001 Series B issue, and \$25,540,000 of the Series 2005 issue. Subsequent to the refunding, the following principal amounts are still outstanding: 2001 Series A issue none, 2001 Series B issue \$2,525,000, Series 2005 issue \$5,728,222. The final maturity date for the Refunding Bonds is August 1, 2026.

Also on April 23, 2013 the District issued \$14,998,873 in General Obligation Bonds, Election of 2004, Series 2013. The final maturity date is August 1, 2037.

### **Certificates of Participation**

On April 28, 2004 the District issued \$27,400,000 in Variable Rate Demand Certificates of Participation. Of this amount, \$24.9 million was defeased (prepaid) in April 2006. The final maturity date is June 1, 2033.

On July 3, 2012 the District issued \$4,579,621 in lease purchase financing (Certificates of Participation, or COPs). Of this amount, \$1.7 million was used to retire the remaining balance of the original April 2004 COPs balance. The remaining proceeds were utilized for a variety of energy efficiency and retrofitting projects throughout the District. Required payments are semi-annual ranging from \$208,552 to \$293,052. Final payment is due June 1, 2024.

### **Capital Leases**

On February 1, 2013, the District entered into an agreement with Dell Financial Services to lease for acquisition VMware virtual servers for its network infrastructure. Required annual payments are \$64,116 with the final payment due January 2015.

### **Loans Payable**

In January 2013 the District received a loan from Pacific Gas and Electric (“PG&E”) through their energy efficiency retrofit loan program, in the amount of \$111,023. Payment terms are monthly installments in the amount of \$2,413.54 for forty-six (46) months, interest free. The loan payment is made through a charge that appears on the District’s monthly billing for electric service from PG&E.

The District has never defaulted on the payment of principal or interest on any of its indebtedness.

**Santa Maria Joint Union High School District**

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**General Fund Summary**

As allowed under current law, the District's Board of Trustees has opted for a single budget adoption process. The following table shows a summary of the District's audited actual amounts for fiscal years 2011-12 and 2012-13, and adopted budget amounts for 2013-14.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
GENERAL FUND**

	<b>Audited Actual</b>		<b>Budget (a)</b>
	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
<b>Beginning Balance</b>	\$ 12,109,655	\$ 10,873,480	\$ 9,787,330
<b>Revenues</b>			
Revenue Limit Sources	44,933,381	45,286,756	45,927,274
Federal	6,265,275	5,106,308	3,580,459
Other state	10,062,282	10,591,805	10,963,893
Other local	1,532,273	1,176,080	800,022
<b>Total Revenues</b>	<b>62,793,211</b>	<b>62,160,949</b>	<b>61,271,648</b>
<b>Expenditures</b>			
Certificated salaries	29,004,484	29,070,663	28,887,537
Classified salaries	11,799,922	11,604,984	11,336,516
Employee benefits	12,245,881	11,840,685	11,743,191
Books and supplies	3,664,799	2,818,592	3,315,105
Contracted services and other operating expenses	6,187,451	7,084,917	6,521,113
Capital outlay	982,574	3,558,534	178,117
Other outgo (indirect costs)	(124,127)	(115,011)	(134,784)
Debt service	40,574	1,010,190	566,744
<b>Total Expenditures</b>	<b>63,801,558</b>	<b>66,873,554</b>	<b>62,413,539</b>
<b>Other Financing Sources (Uses)</b>			
Other Sources	0	3,858,968	0
Operating Transfers In	30,685	133,487	0
Operating Transfers Out	(258,513)	(366,000)	(257,878)
<b>Total Other Financing Sources (Uses)</b>	<b>(227,828)</b>	<b>3,626,455</b>	<b>(257,878)</b>
<b>Net Ending Balance (b)</b>	<b>\$ 10,873,480</b>	<b>\$ 9,787,330</b>	<b>\$ 8,387,561</b>

(a) Adopted Budget reflects actual beginning fund balance

Source: Santa Maria Joint Union High School District

**Revenue Limit**

Exhibit 3 shows the District’s revenue limit per unit of average daily attendance and revenue limit total. The revenue limit per unit of average daily attendance includes inflation increases, equalization when applicable, and deficit factors when applicable. Average daily attendance is for regular education only and excludes county office special education and community school ADA. Revenue limit total pertains to general education purposes only and excludes categorical aid programs.

**EXHIBIT 3  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
REVENUE LIMITS**

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<b>Fiscal Year</b>	<b>Revenue Limit per Unit of Average Daily Attendance</b>	<b>Average Daily Attendance</b>	<b>Total Revenue Limit</b>
2008-09	6,492.86	7,183	47,818,998
2009-10	5,997.24	7,115	42,384,490
2010-11	6,002.25	7,230	44,553,582
2011-12	5,939.38	7,196	44,933,381
2012-13	6,003.32	7,192	45,286,756

Source: Santa Maria Joint Union High School District

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**The Teeter Plan**

Santa Barbara County operates under a provision of Revenue and Taxation Code Section 4701-4713 (commonly referred to as the “Teeter Plan”) pursuant to which public agencies in the county may receive their total secured tax levies and special assessments irrespective of actual collections and delinquencies. Pursuant to said provisions, the county establishes a delinquency reserve and assumes responsibility for all secured delinquencies.

Because of the method of tax collection, the District is assured of 100 percent collection of its total secured tax levies. This method of tax collection and distribution is, however subject to future discontinuance if demanded by the participating entities.

**Tax Levies and Delinquencies**

Beginning in 1978-79, Article XIII A and its implementing legislation shifted the functions of property taxation primarily to the counties, except for levies to support prior voted debt, and prescribed how levies on countywide property values are to be shared with local taxing entities within each county. Exhibit 4 displays tax levy and delinquency data for the District.

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**Santa Maria Joint Union High School District**

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**EXHIBIT 4**  
**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**SECURED TAX LEVIES AND DELINQUENCIES**

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<b>Fiscal Year</b>	<b>Secured Tax Levy (a)</b>	<b>Secured Tax Delinquencies</b>	<b>Delinquencies as a Percent of Levy</b>
2008-09	4,351,179.20	157,401.38	3.62%
2009-10	4,322,962.93	142,667.24	3.30%
2010-11	4,415,809.00	108,526.00	2.46%
2011-12	4,571,076.00	84,358.00	1.85%
2012-13	4,741,952.38	50,226.75	1.06%

(a) Debt service levy only.

Source: California Municipal Statistics, Inc.

**Assessed Valuation**

The District has a 2013-14 assessed valuation of \$11,713,432,612 of which \$11,713,088,894 is attributable to Santa Barbara County and a small portion (\$343,718) is attributable to San Luis Obispo County. Exhibit 5 shows the assessed valuation trends for the District.

**EXHIBIT 5**  
**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**HISTORIC ASSESSED VALUATIONS**

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<b>Fiscal Year</b>	<b>Santa Barbara County</b>	<b>San Luis Obispo County</b>	<b>Total</b>
2009-10	10,971,321,730	387,097	10,971,708,827
2010-11	11,054,849,936	386,764	11,055,236,700
2011-12	11,256,916,526	387,818	11,257,304,344
2012-13	11,453,050,516	390,640	11,453,441,156
2013-14	11,713,088,894	343,718	11,713,432,612

Valuations are before redevelopment adjustments and include unitary utility valuations.



**Largest Taxpayers**

The largest assessed property taxpayers of the District, for Santa Barbara County, are shown in Exhibit 6 below.

**EXHIBIT 6  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
LARGEST LOCAL SECURED TAXPAYERS (SANTA BARBARA COUNTY)**

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2013-14 Assessed Valuation</u>	<u>% of Total (1)</u>
1.	Breitburn Energy Holdings LLC	Petroleum/Gas	\$ 278,023,740	2.51%
2.	ERG Resources LLC	Petroleum/Gas	133,645,680	1.20
3.	Windset Farms California Inc.	Nursery/Greenhouse	95,008,321	0.86
4.	Okonite Company Inc.	Industrial	83,273,384	0.75
5.	Jackson Family Estates II LLC	Vineyards	81,699,362	0.74
6.	Greka Oil & Gas Inc.	Petroleum/Gas	72,963,845	0.66
7.	Premiere Agricultural Properties LLC	Vineyards	58,664,207	0.53
8.	Beringer Wine Estates Company	Vineyards	46,981,699	0.42
9.	MGP 50 LLC	Rest Home	44,726,880	0.40
10.	Santa Maria Land Partners LLC	Apartments	44,139,997	0.40
11.	Rice Ranch Ventures LLC	Residential Development	41,447,930	0.37
12.	Betteravia Investments LLC	Agricultural/Food Processing	39,547,735	0.36
13.	Arc Vineyard LLC	Vineyards	38,563,164	0.35
14.	Tri-M Rental Group	Agricultural/Food Processing	37,393,087	0.34
15.	Sierra Resource Inc.	Petroleum/Gas	36,420,933	0.33
16.	Santa Maria Partners LLC	Apartments	32,772,002	0.30
17.	Dario L. Pini	Apartments	31,504,233	0.28
18.	Wal-Mart Real Estate Business Trust	Commercial	27,172,071	0.24
19.	Country Oaks LLC	Apartments	26,100,000	0.24
20.	West Bay Company LLC	Vineyards	<u>26,019,864</u>	<u>0.23</u>
			<u>\$1,276,068,134</u>	<u>11.50%</u>

(1) 2013-14 Local Secured Assessed Valuation: \$11,093,272,277. Excludes utility, unsecured, and RDA adjustments.

Source: California Municipal Statistics, Inc.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
BONDED INDEBTEDNESS  
LIST OF CURRENT ISSUES AND CUSIP NUMBERS**

CUSIP #	Maturity Date	Principal Amount at Issuance	Principal Amount at Maturity
General Obligation Bonds, Election of 2000, Series B Issued March 1, 2003			
802309HH0	8/1/2015	\$ 325,000	\$ 325,000
802309HS6	8/1/2024	2,200,000	2,200,000
General Obligation Bonds, Election of 2004, Series 2005 Issued February 5, 2005			
802309JD7	8/1/2013	\$ 520,000	\$ 520,000
802309JE5	8/1/2014	680,000	680,000
802309JF2	8/1/2015	850,000	850,000
802309JT2	8/1/2017	1,084,038	4,505,000
802309JU9	8/1/2028	1,058,013	4,685,000
802309JV7	8/1/2029	1,054,401	4,975,000
802309JW5	2/1/2030	481,769	2,375,000
General Obligation Refunding Bonds, Series 2006 (Original Issue Election of 2000 Series A & B) Issued May 24, 2006			
802309KA1	8/1/2014	\$ 1,935,000	\$ 1,935,000
802309KB9	8/1/2015	2,090,000	2,090,000
802309KC7	8/1/2016	1,825,000	1,825,000
802309KD5	8/1/2017	1,995,000	1,965,000
802309KE3	8/1/2018	2,725,000	2,725,000
802309KF0	8/1/2019	3,245,000	3,245,000
802309KG8	8/1/2020	2,495,000	2,495,000

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
BONDED INDEBTEDNESS  
LIST OF CURRENT ISSUES AND CUSIP NUMBERS**

CUSIP #	Maturity Date	Principal Amount at Issuance	Principal Amount at Maturity
General Obligation Refunding Bonds, Series 2013 (Original Issue Election of 2000, Series A & B, Election of 2004) Issued April 10, 2013			
802309KV5	8/1/2013	\$ 275,000	\$ 275,000
802309KW3	8/1/2014	20,000	20,000
802309KX1	8/1/2015	20,000	20,000
802309KY9	8/1/2016	2,090,000	2,090,000
802309KZ6	8/1/2017	2,375,000	2,375,000
802309LA0	8/1/2018	1,755,000	1,755,000
802309LB8	8/1/2019	1,525,000	1,525,000
802309LC6	8/1/2020	1,780,000	1,780,000
802309LD4	8/1/2021	1,120,000	1,120,000
802309LE2	8/1/2022	2,315,000	2,315,000
802309LF9	8/1/2023	2,635,000	2,635,000
802309LG7	8/1/2024	2,995,000	2,995,000
802309LH5	8/1/2025	3,385,000	3,385,000
802309LJ1	8/1/2026	3,805,000	3,805,000
802309LK8	8/1/2021	725,000	725,000
General Obligation Bonds, Election of 2004, Series 2013 Issued April 10, 2013			
802309KP8	8/1/2014	\$ 840,000	\$ 840,000
802309KQ6	8/1/2015	740,000	740,000
802309KR4	8/1/2016	360,000	360,000
802309KS2	8/1/2017	320,000	320,000
802309KT0	8/1/2033	8,425,000	8,425,000
802309LL6	8/1/2035	2,221,618	6,970,000
802309KU7	8/1/2037	2,093,255	7,540,000

**REGULAR MEETING  
FEBRUARY 12, 2014**

**APPENDIX E**

**2013/2014**

**Memorandum of Understanding  
with  
Santa Barbara County Education Office  
for  
New Financial System – Escape Technology**





**Memorandum of Understanding  
For Licensing, Operation and Support of a  
Comprehensive Financial Management Information System**

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**Purpose of the Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the \_\_\_\_\_ School District (“District”) and the Santa Barbara County Education Office (“SBCEO”) to specify the terms, costs and responsibility sharing arrangement in connection with the licensing, operation, and support of a new comprehensive Financial Management Information System (FMIS).

**1. Effective Date**

The effective date of this MOU will coincide with the effective date of the AGREEMENT FOR SOFTWARE LICENSE AND SOFTWARE MAINTENANCE by and between SBCEO and Escape Technology, Inc. (“Escape Master Contract”). In the event that the Escape Master Contract does not become effective, this MOU shall be null and void.

**2. Term**

This MOU will be operative for a minimum of five years, plus the fractional portion of the initial fiscal year, commencing with the effective date hereof. In the event District decides not to renew this MOU for any period after the initial full five fiscal year term, District agrees to provide a minimum one-year advance written notice to the SBCEO; otherwise this MOU will automatically renew in one year increments commencing July 1 each year.

**3. General Roles and Responsibilities**

**SBCEO agrees to the following:**

- SBCEO will house the new FMIS, and will be responsible for the planning, scheduling, and related tasks associated with its implementation.
- SBCEO will maintain the comprehensive FMIS software applications and related hardware.
- SBCEO will test and install FMIS software upgrades that are released quarterly.
- SBCEO will test and install FMIS software patches as released by the vendor.
- SBCEO will test and install security updates to software and hardware.

- In January of each year, SBCEO will provide a projection of district costs for the next fiscal year based on the percentage of prior year district operating expenses.
- SBCEO will reconcile actual to projected implementation costs.
- SBCEO will provide direction to District Subject Matter Experts on how to use the new FMIS.
- SBCEO will provide disaster recovery services to enable continued at least limited processing of payrolls in the event the primary equipment/software is damaged or destroyed.
- SBCEO will provide failover services through hardware redundancy to minimize downtime.

**District agrees to the following:**

- District will assign a Project Coordinator who will be the point of contact with SBCEO during implementation. SBCEO recommends that the Project Coordinator identify District Subject Matter Experts for each module of the system, as well as a System Coordinator to handle ongoing District system issues such as setting up and maintaining authorized users in the system (user rights and roles).
- District will ensure that its Project Coordinator facilitates the attendance of its Subject Matter Experts at all scheduled trainings and use the vendor's online manuals, tutorials, and other training tools. District will also ensure that it will be responsible for training all other District and school site employees during and after implementation.
- District will be responsible for mapping and converting data that is not on the SBCEO HP 3000 Financial System into up-loadable templates supplied by the vendor. SBCEO will provide direction as needed.
- District will be responsible for manually inputting its data that cannot be mapped into templates and imported into the new FMIS. SBCEO will provide direction as needed.
- District will be responsible for auditing its data in the new FMIS for accuracy and reporting any discrepancies in a timely manner.
- District will pay for and provide its users with appropriate equipment, bandwidth and connectivity to allow optimal function of the new FMIS, as well as the labor necessary to support the system at the District.
- District will be responsible for any costs incurred due to changes in its own computer equipment or equipment failure, or any other action on the part of the District.

- District will pay for any custom programming and professional services/assistance that are unique to and requested by the District.
- District agrees that during or after this MOU there will be no disclosure of confidential or proprietary information related to this FMIS.

**4. Costs (see additional details in Attachment A)**

- In an effort to ease the financial burden on the districts, the SBCEO will pay initial up-front costs to begin implementation of the new system. District agrees to reimburse SBCEO for known up-front and other projected costs for a five-year period. If this MOU is terminated for any reason prior to payment in full of the district's share of the implementation costs, District will pay SBCEO the remaining amount of the implementation costs in equal annual payments over the balance of the full original five fiscal year term of the MOU.
- District payment to the SBCEO occurs in each July. The District will be responsible to pay a share of the costs for the FMIS based on total operating expenses. Payment will be made via a journal voucher prepared by the SBCEO as shown below:

<u>Payment</u>	<u>For Costs (See Attachment A)</u>
----------------	-------------------------------------

- |                       |                                                                         |
|-----------------------|-------------------------------------------------------------------------|
| ○ Year 1 - FY 2014-15 | Pro rata share of license, support and implementation costs             |
| ○ Year 2 - FY 2015-16 | Pro rata share of license, support and implementation costs             |
| ○ Year 3 - FY 2016-17 | Pro rata share of license, support and implementation costs             |
| ○ Year 4 - FY 2017-18 | Pro rata share of license, support (plus COLA) and implementation costs |
| ○ Year 5 - FY 2018-19 | Pro rata share of license, support (plus COLA) and implementation costs |

- Costs include but are not limited to:
  - Hardware: physical and virtual servers, load balancers, switches, data storage, etc.
  - Software: operating system, data storage management, licensing, etc.
  - System security, failover (hardware redundancy) and disaster recovery
  - Implementation services including analysis of system architecture and network planning, software installation and configuration, systems integration and interface design, standard and custom training development and delivery, pilot testing and production deployment, mentoring and user support, post-deployment evaluation and troubleshooting
  - Application software customizations
  - Data conversion services, scripts, and HP 3000 management of mapping for conversion of data, validation and testing software, assistance with importing and exporting templates
  - On-site training, webinars, online tutorials for core implementation teams



- Costs for years 6 and beyond will be based on but not limited to reoccurring hardware, software licensing, prior year adjustments, and other expenses necessary to provide and maintain the FMIS. SBCEO will provide annual cost projections each January for the following fiscal year.
- Adjustments for COLA to the Licensing Fees will begin in fiscal year 2017-18.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed, such parties acting by their representatives being thereunto duly authorized.

\_\_\_\_\_  
By (Authorized Signature for District)

\_\_\_\_\_  
By (Authorized Signature for SBCEO)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# New Financial Management Information System (FMIS) District Allocation of Costs



New Total to be allocated to Districts		\$ 1,458,420		\$ 521,624		
Districts	Operating Exp *	%	Implementation Total	Total ÷ 5	License/Support Annual	Projected Annual Payments (Yrs 1-5)
Ballard	\$ 1,507,917	0.308%	\$ 4,490	898	\$ 1,606	\$ 2,504
Blochman Union	1,299,454	0.265%	3,869	774	1,384	2,158
Buellton Union	4,428,164	0.904%	13,184	2,637	4,716	7,352
Cold Spring	2,996,490	0.612%	8,922	1,784	3,191	4,975
College	5,291,290	1.080%	15,754	3,151	5,635	8,786
Goleta Union	38,983,996	7.959%	116,071	23,214	41,514	64,729
Guadalupe Union	9,862,102	2.013%	29,363	5,873	10,502	16,375
Hope	8,858,615	1.809%	26,376	5,275	9,434	14,709
Los Olivos	3,987,610	0.814%	11,873	2,375	4,246	6,621
Montecito Union	9,192,661	1.877%	27,370	5,474	9,789	15,263
Orcutt Union	37,825,872	7.722%	112,623	22,525	40,281	62,806
Santa Maria-Bonita	118,464,482	24.185%	352,716	70,543	126,154	196,697
Solvang	4,295,609	0.877%	12,790	2,558	4,574	7,132
Vista Del Mar Union	2,148,455	0.439%	6,397	1,279	2,288	3,567
Santa Maria Jt Union HSD	64,998,558	13.270%	193,527	38,705	69,217	107,923
Santa Ynez Valley Union HSD	10,048,575	2.051%	29,919	5,984	10,701	16,685
Lompoc Unified	71,082,496	14.512%	211,641	42,328	75,696	118,025
Carpinteria Unified	23,577,244	4.813%	70,199	14,040	25,108	39,147
Cuyama Jt Unified	2,772,861	0.566%	8,256	1,651	2,953	4,604
SELPA	3,855,777	0.787%	11,480	2,296	4,106	6,402
SBCEO	64,352,090	13.138%	191,602	38,320	68,529	106,849
<b>Totals</b>	<b>\$ 489,830,317</b>	<b>100.000%</b>	<b>\$ 1,458,420</b>	<b>\$ 291,684</b>	<b>\$ 521,624</b>	<b>\$ 813,308</b>

\*2012/13 Unaudited Actuals: Funds 01, 09, 11, 12, 13; Objects 1000-5999

**Board Policies for Approval - Pending  
February 12, 2014 Board Meeting**

**APPENDIX F**

POLICY No.	DESCRIPTION
BP 0420.43	BP 0420.43 - Charter School Revocation (BP revised): Policy updated to reflect NEW LAW (AB 97) which requires a board to consider revocation of a charter whenever the California Collaborative for Educational Excellence advises and assists the charter school and subsequently makes specified findings to the board. Policy also reflects provision of AB 97 authorizing the State Board of Education (SBE), even if it is not the chartering authority, to revoke the charter of any charter school if it finds that the school failed to improve student outcomes across multiple state and school priorities identified in the charter. Policy reflects NEW COURT DECISION confirming that the revocation process prescribed in the Education Code provides a charter school with sufficient due process.
BP 2210	BP 2210 - Administrative Discretion Regarding Board Policy (BP revised): Policy updated to delete section on "Tier 3 Categorical Flexibility" since NEW LAW (AB 97) repealed law granting flexibility in the use of Tier 3 categorical program funding and redirected that funding into the local control funding formula (LCFF). Policy also adds consultation with legal counsel, the chief business official, or other district staff as necessary regarding the exercise of the superintendent's authority to act on behalf of the district.
BP/AR 5141.21	<p>BP/AR 5141.21-Administering Medication and Monitoring Health Conditions (BP/AR revised): Policy updated to reflect NEW COURT DECISION which held that state law permits trained, nonmedical school personnel to administer insulin to students in school in accordance with a written health care provider statement and parental consent. Policy also updated to reflect Title 5 regulations related to the administration of emergency anti-seizure medication.</p> <p>Regulation updated to reflect Title 5 regulations related to the administration of emergency anti-seizure medication, including requirement for school employees who volunteer to administer medication to be supervised by a licensed health care professional.</p>
AR 6159.4	AR 6159.4 - Behavioral Interventions for Special Education Students (AR revised): Regulation updated to reflect NEW LAW (AB 86) which, in effect, repeals specified state regulations pertaining to behavioral interventions for special education students, deletes the requirement for a "behavioral intervention plan" when a student with a disability exhibits a "serious behavioral problem" that significantly interferes with the implementation of the goals and objectives of his/her individualized education program, and instead requires the district to address any student behavior that impedes the student's own learning or the learning of other students.