

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

Regular Meeting
July 10, 2013
5:30 p.m. – Closed Session; 6:30 p.m. – General Session
Support Services Center
2560 Skyway Drive, Santa Maria, CA 93455

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

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

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

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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:

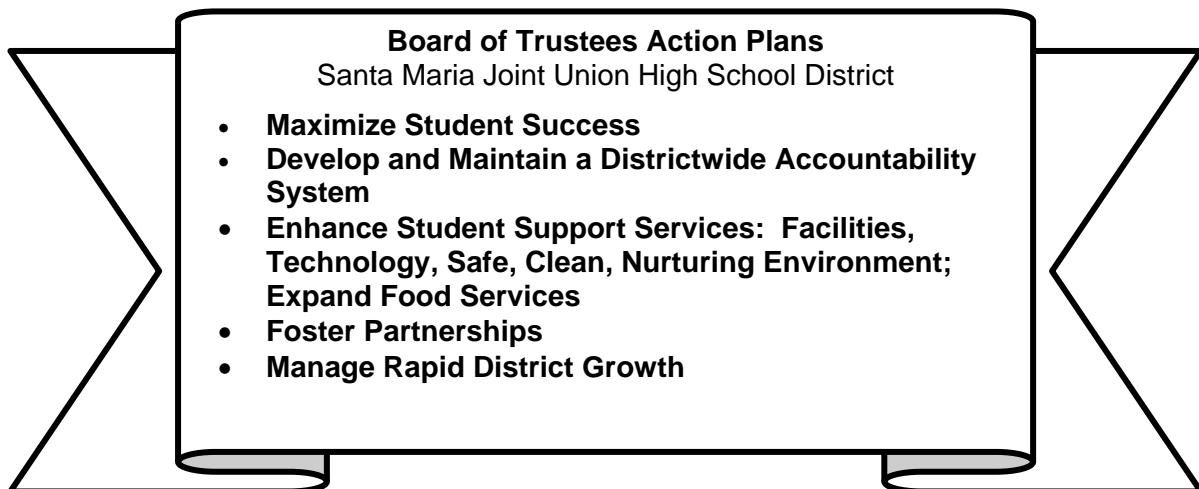
- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take 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
July 10, 2013**

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

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

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

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 accommodation 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 amount of time before the meeting date.

I. Open Session

Call to Order

II. Public Comments on Closed Session Items

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

III. Adjourn to Closed Session

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

- A. Certificated and Classified Personnel Actions. 1) The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations; 2) Government Code Section 54957, Public Employee Discipline/Dismissal/Release as reported by the Assistant Superintendent, Human Resources.
- B. Conference with Labor Negotiators. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).

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- C. Real Property Negotiations (Pursuant to Government Code Section 54956.8)
- D. Contract: Assistant Superintendent of Curriculum and Instruction

IV. Reconvene in Open Session

Call to Order/Flag Salute

V. Announce Closed Session Actions

The Board will announce the following actions:

- A. Certificated and Classified Personnel Actions. 1) The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations; 2) Government Code Section 54957, Public Employee Discipline/Dismissal/Release as reported by the Assistant Superintendent, Human Resources.
- B. Conference with Labor Negotiators. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).
- C. Real Property Negotiations (Pursuant to Government Code Section 54956.8)
- D. Contract: Assistant Superintendent of Curriculum and Instruction

VI. Items Scheduled for Information

- A. Superintendent's Report
 - 1. Strategic Plan Update
- B. Reports from Employee Organizations
- C. Board Member Reports

VII. Items Scheduled for Action

A. Instruction

- 1. Quarterly Report on Williams Uniform Complaints

Pursuant to Education Code Section 35186, the governing board of a school district must conduct a public hearing to report the quarterly report that was submitted in July 2013 on the Williams Uniform Complaints for the months of April through June 2013. Each school site has reported that there have been no complaints in the general subject areas of Textbooks and Instructional Materials, Teacher Vacancy or Mis-

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assignments, Facilities Conditions or Valenzuela/CAHSEE Intensive Instruction and Services. A PUBLIC HEARING IS REQUIRED.

Resource Person: John Davis, Asst. Supt. of Curriculum and Instruction

***** IT IS RECOMMENDED THAT the Board of Education approve the Williams Quarterly Report as presented.**

Moved _____

Second _____

Vote _____

B. General

1. Ratification of Contract: Assistant Superintendent of Curriculum and Instruction

The Board of Education is requested to approve a new contract for John Davis, Assistant Superintendent of Curriculum and Instruction. The contract is presented as Appendix B of the agenda.

Resource Person: Superintendent Richardson

***** IT IS RECOMMENDED THAT the Board of Education approve the contract for the Assistant Superintendent of Curriculum and Instruction as presented.**

Moved _____

Second _____

Vote _____

2. Agreement for Consulting Services

Approval is recommended for a contract with Paladin Labor Relations Services to provide representation on an as-needed basis for purposes of (1) meeting and negotiating with the exclusive representative of the District's certificated and/or classified employee bargaining units as provided by Government Code 3540, et seq., the Educational Employment Relations Act (EERA), or its successor (2) administrative procedures of the Public Employment Relations Board (PERB), or its successor, and (3) other employer-employee relations or organizational development and training matters.

For services rendered pursuant to this agreement, the District agrees to pay Paladin Labor Relations in the form of an annual retainer of against an hourly rate of \$150.00 (Base: 100 hours/school year).

Resource Person: Superintendent Richardson

***** IT IS RECOMMENDED THAT the Board of Education approve the contract for services with Paladin Labor Relations Services as presented.**

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Moved _____

Second _____

Vote _____

3. Declaration of Need for Fully Qualified Educators

The Board of Education of the Santa Maria Joint Union High School District certifies that there is an insufficient number of certificated persons who meet the state's specified credential criteria and hereby approves the attached Declaration of Need for Fully Qualified Educators. The District will ensure that these instructors are provided support within their respective departments and are working towards full credential certification. Declaration of Need for the 2013/14 school year is attached.

Resource Person: Tracy Marsh, Asst. Supt. of Human Resources

***** IT IS RECOMMENDED THAT the Board of Education approve Resolution No. 1–2013–2014 to certify the Declaration of Need for Fully Qualified Educators for the 2013/14 school year.**

Moved _____

Second _____

A Roll Call Vote is Required:

Dr. Karamitsos _____
Dr. Reece _____
Dr. Walsh _____

Mr. Tognazzini _____
Dr. Garvin _____

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SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NUMBER 1-2013-2014

WHEREAS, The California Commission on Teacher Credentialing requires the Governing Board to adopt a "Declaration of Need for Fully Qualified Educators" certifying there is an insufficient number of certificated persons who meet the District's specified employment criteria. The Declaration shall remain in force for the 2013/14 school year.

WHEREAS, The District will continue to make all possible efforts to recruit and hire fully qualified applicants.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Santa Maria Joint Union High School District does hereby adopt the attached "Declaration of Need for Fully Qualified Educators" for the 2013/14 school year.

This resolution was passed and adopted at a regular meeting of the Board of Education of the Santa Maria Joint Union High School District of Santa Barbara County, California, on July 10, 2013, by the following vote:

ROLL CALL

AYES:

NOES:

ABSENT:

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

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VIII. Consent Items

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

Moved _____ Second _____ Vote _____

A. Approval of Minutes

June 12, 2013 - Regular Meeting

B. Approval of Warrants for the Month of June 2013

Payroll	\$5,100,436.21
Warrants	<u>1,960,537.44</u>
Total	\$7,060,973.65

C. Attendance Report

Mrs. Yolanda Ortiz, Assistant Superintendent of Business Services, will be available to answer questions regarding the tenth and eleventh month attendance reports presented on pages 8 and 9.

D. Acceptance of Gifts

Santa Maria High School

Donor	Recipient	Amount
Debra and Gilbert Carrra	Automobile Club	\$ 200.00
Amy, John, and Jacquelyn Calvert	Avid 2013	193.00
Saunders, John	Girls Tennis	300.00
Christian Fellowship of Athletes	SMHS Football	5,024.00
The Cookie Cookery	Golf Program	500.00
Allure Hair Studio & Salon	Class 2013	150.00
Mike Draper Memorial Fund	Football	5,001.00
Mike Draper Memorial Fund	Wrestling	<u>500.00</u>
Total Santa Maria High School		\$11,868.00

E. Textbook Approval

The following textbook was presented to the Board of Education for preview at the June 12, 2013 Board meeting. It is presented for second reading and approval.

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PVHS International Languages/Carolyn Lucero
Temas; Draggett, Conclin, Ehram, Millan; Vista Higher Learning; © 2014 for
AP Spanish Language

IX. 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.

X. 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.

XI. Next Meeting Date

Unless otherwise announced, the next regular meeting of the Board of Education will be held on August 7, 2013. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held at the Santa Maria Joint Union High School District Support Services Center at 2560 Skyway Drive, Santa Maria, CA 93455.

XII. Future Regular Board Meetings:

September 11, 2013
October 9, 2013
November 13, 2013
December 11, 2013

XIII. Adjourn

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
MONTHLY REPORT OF ATTENDANCE
TENTH MONTH OF 2012-13

April 22, 2013 through May 17, 2013

	Tenth Month 2011-12			Tenth Month 2012-13			Accumulated ADA				Increase @ -0.320% Y-T-D PROJECTED ADA	Difference between Projected Y-T-D ADA & Actual ADA
	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Prior Year		Current Year			
							ADA % to CBEDS	ADA	ADA % to CBEDS	ADA		
ERNEST RIGHETTI HIGH												
Regular	1935	1866.90	96.3%	1895	1819.70	95.9%		1902.90		1875.83		
Special Education	88	81.05	92.6%	86	80.50	93.3%		82.03		84.37		
Independent Study	47	39.15	82.0%	41	31.20	78.7%		23.43		25.84		
Independent Study 12+	0	0.00	---	0	0.00	---		0.00		0.00		
Independent Study Spec Ed	5	3.10	62.0%	3	1.95	52.7%		2.02		2.17		
CTE Program	11	10.00	90.9%	11	9.35	85.0%		12.08		9.66		
Home and Hospital-Reg Ed	9	6.15	83.1%	8	9.20	98.4%		4.44		5.22		
Home and Hospital-Spec Ed	3	1.55	44.3%	3	1.55	63.3%		1.21		0.80		
TOTAL RIGHETTI	2098	2007.90	96.1%	2047	1953.45	95.8%		2028.10		2003.88		
SANTA MARIA HIGH												
Regular	1982	1894.35	95.7%	2029	1926.50	94.8%		1955.38		1995.17		
Special Education	94	85.50	90.1%	89	83.10	93.4%		88.57		81.77		
Independent Study	89	73.60	82.7%	51	44.15	85.1%		55.71		40.37		
Independent Study 12+	9	8.70	96.7%	0	0.00	---		7.54		0.00		
Independent Study Spec Ed	1	1.00	100.0%	1	0.80	80.0%		0.17		0.69		
CTE Program	13	9.75	75.0%	10	9.45	94.5%		8.92		9.31		
Home and Hospital-Reg Ed	1	1.00	100.0%	10	9.80	98.5%		1.64		4.53		
Home and Hospital-Spec Ed	2	1.80	0.9	3	3.00	98.4%		0.78		2.24		
TOTAL SANTA MARIA	2191	2075.70	95.4%	2193	2076.80	94.8%		2118.70		2134.07		
PIONEER VALLEY HIGH												
Regular	2256	2182.40	96.8%	2301	2228.45	96.8%		2270.11		2299.66		
Special Education	140	130.00	93.1%	123	115.85	94.2%		131.02		117.93		
Independent Study	127	106.95	79.2%	67	57.30	81.0%		89.48		44.62		
Independent Study 12+	0	0.00	---	0	0.00	---		1.41		0.47		
Independent Study Spec Ed	4	1.70	42.5%	6	2.85	47.5%		3.28		3.82		
CTE Program	0	0.00	---	0	0.00	---		0.00		0.00		
Home and Hospital-Reg Ed	12	9.50	0.867579909	9	9.00	100.0%		8.44		7.10		
Home and Hospital-Spec Ed	2	1.60	0.8	1	0.20	20.0%		0.72		1.43		
TOTAL PIONEER VALLEY	2541	2432.15	96.5%	2507	2413.65	96.7%		2504.45		2475.02		
PROGRAM E DAY TREATMENT	0	0.00	---	7	5.75	75.7%		0.00		5.96		
DISTRICT SPECIAL ED TRANSITION	11	10.50	95.5%	10	9.45	94.5%		10.46		9.72		
ALTERNATIVE EDUCATION												
Delta Continuation	285	202.09	69.9%	323	240.63	74.6%		223.71		246.74		
Delta 12+	3	1.31	43.7%	0	0.00	---		3.76		0.71		
Delta Independent Study	69	57.83	88.1%	76	67.38	84.5%		33.78		52.22		
Delta Independent Study 12+	7	10.14	95.2%	7	11.20	102.8%		17.91		22.35		
Delta Independent Study Spec Ed	0	0.00	---	3	0.93	---		0.00		0.35		
Home and Hospital Reg Ed	2	1.00	69.0%	0	0.00	---		0.75		0.00		
Freshman Prep	113	106.30	94.6%	135	126.97	93.5%		116.19		127.00		
Reach Program--DHS	2	1.06	96.5%	1	0.27	26.5%		0.92		0.24		
Reach Program--PVHS, RHS & SMHS	41	39.30	97.0%	0	0.00	---		24.62		0.00		
Reach Program--SMHS	0	0.00	---	7	5.20	74.3%		0.00		5.19		
Reach Program--PVHS	0	0.00	---	15	13.55	90.9%		0.00		8.98		
Home School @ Library Program	64	58.55	87.3%	53	45.25	82.3%		57.60		43.99		
TOTAL ALTERNATIVE EDUCATION	586	477.57	81.5%	620	511.37	82.48%		479.24		507.77		
TOTAL HIGH SCHOOL DISTRICT	7427	7003.82	94.3%	7384	6970.47	94.4%	93.5%	7140.95	93.4%	7136.42	7118	18

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
MONTHLY REPORT OF ATTENDANCE
ELEVENTH MONTH OF 2012-13

May 20, 2013 through June 6, 2013

	Eleventh Month 2011-12			Eleventh Month 2012-13			Accumulated ADA				Decline @ -0.320% Y-T-D PROJECTED ADA	Difference between Projected Y-T-D ADA & Actual ADA
	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Prior Year		Current Year			
							ADA % to CBEDS	ADA	ADA % to CBEDS	ADA		
ERNEST RIGHETTI HIGH												
Regular	1887	1881.54	97.3%	1844	1837.23	97.1%		1901.36		1873.04		
Special Education	87	83.69	96.0%	86	82.15	95.5%		82.15		84.21		
Independent Study	45	32.46	69.1%	37	30.08	71.9%		24.08		26.14		
Independent Study 12+	0	0.00	---	0	0.00	---		0.00		0.00		
Independent Study Spec Ed	4	2.92	58.5%	2	1.92	64.1%		2.09		2.15		
CTE Program	11	10.46	95.1%	11	9.69	88.1%		11.96		9.66		
Home and Hospital-Reg Ed	2	8.23	82.3%	2	6.00	91.8%		4.71		5.28		
Home and Hospital-Spec Ed	2	0.00	---	3	1.92	64.1%		1.12		0.88		
TOTAL RIGHETTI	2038	2019.31	97.2%	1985	1969.00	97.0%		2027.47		2001.36		
SANTA MARIA HIGH												
Regular	1918	1878.00	94.9%	1983	1919.23	94.7%		1949.79		1989.68		
Special Education	94	85.69	91.2%	87	80.15	90.1%		88.36		81.65		
Independent Study	85	69.85	78.9%	40	35.15	75.4%		56.73		39.99		
Independent Study 12+	8	8.08	89.7%	0	0.00	---		7.58		0.00		
Independent Study Spec Ed	1	1.00	100.0%	1	0.69	69.2%		0.23		0.69		
CTE Program	13	9.46	72.8%	10	10.00	100.0%		8.96		9.36		
Home and Hospital-Reg Ed	2	1.62	100.0%	4	9.62	98.4%		1.64		4.89		
Home and Hospital-Spec Ed	2	1.92	96.2%	3	2.92	97.4%		0.86		2.29		
TOTAL SANTA MARIA	2123	2055.62	95.4%	2128	2057.77	94.8%		2114.14		2128.56		
PIONEER VALLEY HIGH												
Regular	2215	2179.00	96.3%	2290	2240.00	96.6%		2263.53		2295.35		
Special Education	137	129.15	92.9%	121	117.62	95.6%		130.88		117.91		
Independent Study	59	77.08	68.6%	14	40.31	79.9%		88.58		44.31		
Independent Study 12+	0	0.00	---	0	0.00	---		1.31		0.44		
Independent Study Spec Ed	4	2.00	50.0%	5	3.00	50.0%		3.18		3.76		
CTE Program	0	0.00	---	0	0.00	---		0.00		0.00		
Home and Hospital-Reg Ed	7	9.69	80.8%	1	8.31	100.0%		8.53		7.18		
Home and Hospital-Spec Ed	1	1.15	0.625	1	0.08	7.7%		0.75		1.33		
TOTAL PIONEER VALLEY	2423	2398.08	96.1%	2432	2409.31	96.5%		2496.77		2470.28		
PROGRAM E DAY TREATMENT	0	0.00	---	8	6.77	87.1%		0.00		6.02		
DISTRICT SPECIAL ED TRANSITION	11	10.31	93.7%	7	9.00	90.0%		10.44		9.67		
ALTERNATIVE EDUCATION												
Delta Continuation	281	171.56	60.9%	308	207.89	64.6%		219.95		243.94		
Delta 12+	3	0.77	25.8%	0	0.00	---		3.54		0.66		
Delta Independent Study	55	44.22	69.0%	56	42.07	62.0%		34.53		51.49		
Delta Independent Study 12+	1	2.64	70.0%	3	1.93	44.1%		16.81		20.88		
Delta Independent Study Spec Ed	0	0.00	---	3	0.27	---		0.00		0.34		
Home and Hospital Reg Ed	1	1.00	50.0%	0	0.00	---		0.77		0.00		
Freshman Prep	34	94.83	83.9%	58	121.44	90.1%		114.65		126.59		
Reach Program--DHS	1	2.09	104.7%	0	0.00	---		1.01		0.22		
Reach Program--PVHS, RHS & SMHS	6	43.15	97.4%	0	0.00	---		25.96		0.00		
Reach Program--SMHS	0	0.00	---	7	6.85	97.8%		0.00		5.31		
Reach Program--PVHS	0	0.00	---	11	9.46	63.4%		0.00		9.02		
Home School @ Library Program	63	54.77	85.6%	51	39.54	74.6%		57.39		43.67		
TOTAL ALTERNATIVE EDUCATION	445	415.04	93.3%	497	429.45	86.4%		474.61		502.11		
TOTAL HIGH SCHOOL DISTRICT	7040	6898.35	98.0%	7057	6881.30	97.5%	93.3%	7123.43	93.2%	7117.99	7101	17

CERTIFICATED PERSONNEL ACTIONS

Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Reassignment	Administrative Assistant II	RHS	07/16/13	24/E	8

CERTIFICATED PERSONNEL ACTIONS

Name	Action	Status	Subject	Site	Effective	Salary	FTE
	Employ	Temp	Counselor	SMHS	2013/14	TBD	1
	Employ	Temp	Agriculture	SMHS	8/9-12/13/13	TBD	0.84
	Change Status	Prob. 2	Special Education	SMHS	8/9/13	III, 3	1
	Resign	Prob. 2	Physical Education	SMHS	6/7/13	V, 7	1
	Employ	Temp	P.E./Health	LC	2013/14	TBD	1
	Resign	Perm	English	SMHS	6/7/13	V, 6	1
	Employ	Temp	Social Studies	SMHS	8/9-12/13/13	III, 1	0.67
	Employ	Temp	Counselor	SMHS	2013/14	TBD	1
	Employ	Temp	Physical Education	SMHS	2013/14	TBD	1
	Employ	Prob. 1	Art	SMHS	8/9/13	TBD	0.67
	Employ	Temp	Counselor	SMHS	2013/14	TBD	1
	Employ	Temp	Agriculture	PVHS	2013/14	V, 5	1
	Resign	Prob. 2	Science	RHS	6/7/13	IV, 2	1
	Employ	Temporary	Mental Health Specialist	District	2013/14	V, 9	1
	Employ	Temporary	Social Studies	RHS	2013/14	TBD	1

COACHING PERSONNEL ACTIONS

Name	Action	Assignment	Site	Effective	Pay Rate	Hours

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
AGREEMENT for SERVICES of
ASSISTANT SUPERINTENDENT of CURRICULUM & INSTRUCTION

This Agreement for Services as Assistant Superintendent of Curriculum and Instruction, for the Santa Maria Joint Union High School District (hereinafter referred to as "District") is made and entered into on June 12, 2013, by and between the Board of Education of the Santa Maria Joint Union High School District (hereinafter referred to as the "Board"), and John S. Davis, (hereinafter referred to as the "Assistant Superintendent"). The term "Agreement" refers to this Agreement. The Board and the Assistant Superintendent, for consideration herein specified, agree as follows:

I. TERM OF AGREEMENT

The Board, in consideration of the promises herein contained, hereby offers, and the Assistant Superintendent hereby accepts, employment as Assistant Superintendent for a term commencing July 1, 2013 and ending June 30, 2015, subject to the terms and conditions hereinafter set forth. The Assistant Superintendent shall also have employment status as a permanent, certificated, non-administrative teaching employee of the District.

II. DUTIES AND RESPONSIBILITIES OF ASSISTANT SUPERINTENDENT

The Assistant Superintendent shall have charge of the administration of the Curriculum and Instruction of the District as listed in the job description, under the direction of the Superintendent.

III. COMPENSATION

A. SALARY

The annual base salary of the Assistant Superintendent shall be one hundred and forty-two thousand dollars (\$142,000) effective July 1, 2013, payable in twelve (12) equal monthly installments. The Assistant Superintendent shall receive the same cost of living increase granted to other certificated management not to exceed California Consumer Price Index during the term of this Agreement.

B. BENEFITS

1. The Assistant Superintendent shall be entitled to all benefits applicable to twelve-month management employees as are incident to their employment relationship with the District including but not limited to, twelve (12) days sick leave.

2. The District shall pay the Assistant Superintendent's membership fees of approximately one thousand five hundred dollars (\$1,500) to appropriate state, national, or local organizations at the Superintendent's discretion. Payment shall be made on a reimbursement basis.
3. The Assistant Superintendent shall render twelve (12) months of full and regular service during each year of the term of this Agreement. He shall receive all the paid holidays that certificated twelve (12) month management employees receive. In addition, the Assistant Superintendent shall be entitled to twenty-four (24) working days vacation per year with full pay during the term of this Agreement or any extensions thereof. Vacation must be taken in the year it is provided, except that paid vacation days may be accrued; however, the total number of accrued vacation days may not exceed thirty-six (36) days during the term of this Agreement or extensions/renewals thereof. Any vacation days in excess of thirty-six (36) as of May 31st of each year shall be paid on or before the end of that fiscal year. If this Agreement is terminated or expires before the earned vacation has been taken, the Assistant Superintendent shall be entitled to receive compensation, at the rate when the vacation was earned, for all accumulated and current vacation that has not been used.
4. Automobile allowances. The District shall provide the Assistant Superintendent an automobile allowance of three hundred and fifty dollars (\$350) each month which may be adjusted annually at the option of the Board.
5. The District shall pay the Assistant Superintendent all actual and reasonable expenses incurred in the performance of his duties.

IV EVALUATION

- A. The Superintendent shall evaluate the Assistant Superintendent on an annual basis. In the event the evaluation is positive, the contract term shall be extended by one (1) additional year.

V CHANGES IN AGREEMENT

- A. This Agreement may be changed or terminated by the mutual consent of the parties hereto in the manner provided for in Education Code Section 35031.
- B. This Agreement may be amended by Addendum in writing by mutual consent of the Assistant Superintendent and the Board at any time during

the period of this Agreement. Each party shall give the other party sixty (60) days notice of any proposed amendment.

- C. Should the Assistant Superintendent become a candidate for employment elsewhere during the term of this Agreement, he shall indicate to the Board his intention to do so before he formally interviews, and the reasons for taking such action.
- D. The failure of the Assistant Superintendent to follow the procedure set forth in (C) above, relative to employment elsewhere, shall be deemed to be a material breach of this Agreement, and the Board may then terminate this Agreement with the Assistant Superintendent upon at least ninety (90) days written notice.

V. TERMINATION OF AGREEMENT

This employment Agreement may be terminated by:

- A. Mutual agreement of the parties;
- B. Retirement or death of the Assistant Superintendent;
- C. Application of Paragraph IV (D) above;
- D. Disability of the Assistant Superintendent: This Agreement may be terminated by the Board if the Assistant Superintendent is unable to serve in his position due to physical and/or mental condition, provided (i) there has been an expiration of the sick leave entitlement as provided by statute and policies, and (ii) a written evaluation by a mutually agreed upon licensed physician concludes that the Assistant Superintendent is unable to provide further service in his position of employment. If the two parties fail, in good faith, to agree upon a physician within two weeks after notice by the Board of its intention to seek termination for disability, the Board shall appoint a physician. Failure of the Assistant Superintendent to submit to a physical examination, as directed by the Board, shall constitute a breach of contract;

VI. TERMINATION NOT FOR CAUSE

The District may terminate this Agreement without cause by giving forty-five (45) days notice to the Assistant Superintendent. If so terminated, the amount paid to the Assistant Superintendent shall not exceed an amount equal to the monthly salary of the Assistant Superintendent multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Assistant Superintendent multiplied by twelve (12) (Cal. Gov. Code §53260).

VII GENERAL PROVISIONS

This Agreement is subject to (1) all applicable laws of the State of California; (2) the rules and regulations of the State Board of Education; and, (3) the rules and regulations of the District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

This Agreement constitutes the full and complete understanding between the parties hereto, and its terms may be changed or modified only in writing, signed by the parties or their successors in interests to this Agreement.

IN WITNESS HEREOF, we affix our signatures to this Agreement this 12th day of June, 2013, in Santa Maria, California

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

By: _____
John Davis

By: _____
Clerk of the Board