

# SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

## BOARD OF EDUCATION

### 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.



**Board of Trustee Action Plans**  
Santa Maria Joint Union High School District

- **Maximize Student Success**
- **Develop and Maintain a Districtwide Accountability System**
- **Enhance Student Support Services: Facilities, Technology, Safe, Clean, Nurturing Environment; Expand Food Services**
- **Foster Partnerships**
- **Manage Rapid District Growth**

## **RESPONSIBILITIES OF THE BOARD**

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.



## BOARD OF EDUCATION

Regular Meeting

December 13, 2022

Santa Maria Joint Union High School District  
2560 Skyway Drive, Santa Maria, California 93455

5:15 p.m. Closed Session

6:30 p.m. General Session

YouTube links to VIEW only:

English: <https://www.youtube.com/channel/UCvPYs34Im9h0dAwgfi-gDGg>

Spanish: <https://www.youtube.com/channel/UCvP0f03ekQDsiYfv6OFFbfq>

Mixteco: <https://www.youtube.com/channel/UCviEi9hvcQI96poD0PDiSIA>

*In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact Arcy Pineda at 805-922-4573, Ext. 4202 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.*

*Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office at the noted address above, during normal business hours. In addition, such writings and documents are posted on the District's website: [www.smjuhsd.org](http://www.smjuhsd.org)*

### **PUBLIC COMMENT:**

The public may address the Board of Education on any item of interest that is within the Board's jurisdiction. If you would like to address the Board at the December 13 meeting, see the options for participation below. Please note: The Board appreciates all public participation in the meeting, but it cannot engage in discussion or specifically respond during the public comment period (Board Bylaw 9323; citing Education Code § 35145.5; Government Code § 54954.3).

- A. **In person:** Persons wishing to speak should complete a blue request form and hand it to the Board secretary. Please note: The time limit to address the Board may not exceed two minutes.
- B. **In writing:** Submit your comment via email to [SMJUHS-Dublic-Comment@smjuhsd.org](mailto:SMJUHS-Dublic-Comment@smjuhsd.org) by 3:00 p.m. on December 12, 2022. Please include your name, contact information, and topic. Written public comment will be submitted to the Board prior to the start of the Board meeting for their review but will not be read publicly at the meeting.

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**AGENDA**

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**I. OPEN SESSION**

**A. Call to Order**

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**II. CLOSED SESSION PUBLIC COMMENTS**

Please refer to Page 1 of this agenda for instructions on how to submit Public Comment.

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**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** – Government Code § 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. *Appendix A*
  - 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. Student Matters– Education Code § 35146 and § 48918.** The Board will review proposed expulsions/suspended expulsion(s) and/or requests for re-admission. NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.
  - D. Public Employee Performance Evaluation** – Government Code § 54957, subd. (b)(1) Title: Superintendent
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**IV. RECONVENE IN OPEN SESSION**

**A. Call to Order/Flag Salute**

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**V. ANNOUNCE CLOSED SESSION ACTIONS** – Antonio Garcia, Superintendent

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**VI. ORGANIZATION FOR YEAR DECEMBER 13, 2022 TO DECEMBER 2023**

**A. Installation of Board Members Elected November 2022**

Education Code 5017 states that each elected governing board member shall hold office commencing on December 1. The Oath of Office will be administered by Mr. Garcia to board members elected to office November 8, 2022: Ms. Diana Perez, Mr. Feliciano Aguilar, and Mr. David Baskett.

**B. Approval of President**

As outlined in Board Bylaw 9100, the current Clerk of the Board will be confirmed as the President of the Board of Education.

**\*\*\* IT IS RECOMMENDED THAT** the Board of Education approve Diana Perez as the President of the Board of Education.

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

**A Roll Call Vote is Required:**

- Ms. Perez \_\_\_\_\_
- Ms. Lopez \_\_\_\_\_
- Dr. Garvin \_\_\_\_\_
- Mr. Aguilar \_\_\_\_\_
- Mr. Baskett \_\_\_\_\_

**C. Approval of Clerk**

**\*\*\* IT IS RECOMMENDED THAT** the Board of Education approve Amy Lopez as the Clerk of the Board of Education.

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

**A Roll Call Vote is Required:**

- Ms. Perez \_\_\_\_\_
- Ms. Lopez \_\_\_\_\_
- Dr. Garvin \_\_\_\_\_
- Mr. Aguilar \_\_\_\_\_
- Mr. Baskett \_\_\_\_\_

**D. Approval of Secretary to the Board of Education**

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education appoint Antonio Garcia as the Secretary of the Board of Education.

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

**A Roll Call Vote is Required:**

Ms. Perez \_\_\_\_\_  
Ms. Lopez \_\_\_\_\_  
Dr. Garvin \_\_\_\_\_  
Mr. Aguilar \_\_\_\_\_  
Mr. Baskett \_\_\_\_\_

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**E. County Committee on School District Organization**

The Board of Education is required to designate the representative and an alternate to elect members of the County Committee on School District Organization. The current representative is Jack Garvin with Diana Perez as alternate.

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve Jack Garvin as the representative and Diana Perez as alternate to the County Committee on School District Organization.

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

**A Roll Call Vote is Required:**

Ms. Perez \_\_\_\_\_  
Ms. Lopez \_\_\_\_\_  
Dr. Garvin \_\_\_\_\_  
Mr. Aguilar \_\_\_\_\_  
Mr. Baskett \_\_\_\_\_

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**F. Selection of Meeting Dates, Time, and Place for 2023**

To facilitate payroll requirements and other reporting deadlines, the administration recommends the Board meet each month on the dates listed below.

The meetings will be held at 5:15 p.m. (closed meeting) and 6:30 p.m. (open meeting) at the District Support Services Center.

January 17, 2023*	May 9, 2023	August 1, 2023*
February 14, 2023	June 6, 2023 *	September 12, 2023
March 14, 2023	June 13, 2023	October 10, 2023
April 18, 2023*	July 11, 2023	November 14, 2023
		December 12, 2023

\* Not on second Tuesday of the month

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the proposed dates and times for meetings of the Board of Education for 2023.

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

**A Roll Call Vote is Required:**

Ms. Perez	_____
Ms. Lopez	_____
Dr. Garvin	_____
Mr. Aguilar	_____
Mr. Baskett	_____

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**VII. PRESENTATIONS**

- A. Recognition of Outgoing Board Members**  
Resource Person: Diana Perez, Board President

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**RECESS**

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**VIII. REPORTS**

- A. Student Reports** - Colin Fernandez/ERHS; Andrew Limon/DHS; Olivia Curiel/SMHS; Kendall Courtright /PVHS
- B. Superintendent’s Report**
- C. Board Member Reports**

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**IX. REPORTS FROM EMPLOYEE ORGANIZATIONS**

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**X. OPEN SESSION PUBLIC COMMENTS**

Please refer to Page 1 of this agenda for instructions on how to submit Public Comment.

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**XI. ITEMS SCHEDULED FOR ACTION**

**A. GENERAL**

**1. Ratification of CSEA Labor Agreement – *Appendix C***

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources;  
Joni McDonald, Director of Classified Human Resources

The District and the California School Employees Association (CSEA) have completed successor negotiations and have reached a tentative agreement. Upon ratification and approval by both parties, the successor agreement will be in effect from July 1, 2022, through June 30, 2025. (See Appendix C)

**\*\*\* IT IS RECOMMENDED THAT** the Board of Education approve the new CSEA Labor Agreement as presented.

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

**A Roll Call Vote is Required:**

Ms. Perez \_\_\_\_\_  
Ms. Lopez \_\_\_\_\_  
Dr. Garvin \_\_\_\_\_  
Mr. Aguilar \_\_\_\_\_  
Mr. Baskett \_\_\_\_\_

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**B. BUSINESS**

**1. 2022-2023 First Interim Report – *Appendix D***

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services;  
Michelle Coffin, Director of Fiscal Services

California Education Code requires each school district to file two interim reports detailing the financial and budgetary status to the County Office of Education. The First Interim report shall cover the period ended October 31 and be approved by the Board of Education no later than 45 days after the close of this period.

The County Superintendent shall certify in writing that the district can meet its financial obligations for the remainder of the fiscal year, based on current forecasts and assumptions, and for the subsequent two fiscal years.



The certification shall be classified as:

- 1) Positive Certification will be assigned indicating that the district can meet its financial obligations for the current and subsequent two years, or
- 2) Qualified Certification will be assigned to a school district if it may not meet its financial obligations for the current year and the subsequent two years, or
- 3) Negative Certification will be assigned to a school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or in the subsequent two fiscal years.

The full report is in accordance with the state-adopted Standards and Criteria, is posted on the District website at [www.smjuhsd.org](http://www.smjuhsd.org).

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education adopt a Positive Certification for the First Interim report for fiscal year 2022-2023 as shown in Appendix D.

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

**A Roll Call Vote is Required:**

Ms. Perez	_____
Ms. Lopez	_____
Dr. Garvin	_____
Mr. Aguilar	_____
Mr. Baskett	_____

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**2. Authorization to Make Budget Revisions – Resolution Number 5-2022-23**

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

Income and expenditures have been updated in accordance with revenues, grant awards, personnel and other expenditure adjustments. The working budget, as shown in the Projected Year Totals column of the 2022-2023 First Interim Report has been adjusted to reflect these changes, is presented as Resolution Number 5-2022-2023.

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve Resolution Number 5-2022-2023 authorizing budget revisions as identified in the 2022-2023 First Interim Report.

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

**A Roll Call Vote is Required:**

Ms. Perez \_\_\_\_\_  
Ms. Lopez \_\_\_\_\_  
Dr. Garvin \_\_\_\_\_  
Mr. Aguilar \_\_\_\_\_  
Mr. Baskett \_\_\_\_\_

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**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**RESOLUTION NUMBER 5-2022-2023**

**AUTHORIZATION FOR BUDGET REVISIONS**

**WHEREAS**, the Board of Education adopted its budget on June 14, 2022 for the fiscal year 2022-2023; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Education of the Santa Maria Joint Union High School District hereby authorizes budget revisions be made as reflected in the 2022-2023 First Interim Report.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of December 2022 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**3. Annual Accounting for School Facilities Fees – Resolution Number 6-2022-2023/Appendix E**

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

In accordance with California Government Code Section 66006, the district shall, within 180 days after the close of the fiscal year, make available to the public an accounting of developer fees collected. The district is required to identify the type of fees collected, beginning, and ending fund balance and interest earnings, attached hereto as Exhibit A of Resolution No. 6-2022-2023. In addition, the district shall list proposed projects for a period of five years, attached hereto as Exhibit B of Resolution No. 6-2022-2023. Section 66001 requires districts collecting developer fees to make additional findings every five years in which those fees remained unexpended at the end of a fiscal year.

**A public hearing is required.**

1. Open Public Hearing
2. Take Public Comments
3. Close Public Hearing

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve Resolution Number 6-2022-2023, as presented in Appendix E.

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

**A Roll Call Vote is Required:**

Ms. Perez \_\_\_\_\_  
Ms. Lopez \_\_\_\_\_  
Dr. Garvin \_\_\_\_\_  
Mr. Aguilar \_\_\_\_\_  
Mr. Baskett \_\_\_\_\_

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**4. Delegation of Governing Board Powers and Duties – Resolution 7-2022-2023**

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

Education Code Section 35161 grants the Board of Education the authority to delegate various powers and duties to employees of the district to act on its behalf. It is necessary to update the resolution and authorized signatures, annually and in addition to periodic changes of personnel.

Approval of Resolution 7-2022-2023 and the submission of Authorized Signature forms, designate various staff to act on behalf of the Board of Education with specific limitations and restrictions.

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve Resolution Number 7-2022-2023 Delegating Specific Powers and Duties of the Board of Education and the submission of Authorized Signature forms and notify the County Superintendent of Schools accordingly.

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

**A Roll Call Vote is Required:**

Ms. Perez	_____
Ms. Lopez	_____
Dr. Garvin	_____
Mr. Aguilar	_____
Mr. Baskett	_____

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**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**RESOLUTION NUMBER 7-2022-2023**

**DELEGATION OF GOVERNING BOARD POWERS/DUTIES**

**WHEREAS**, Education Code Section 35161 provides that “the governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board...”, and

**WHEREAS**, Education Code Section 35161 further provides that the governing board “may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.” and

**WHEREAS**, the Governing Board of the Santa Maria Joint Union High School District recognizes that while the authority provided in Education Code Section 35161 authorizes the Board to delegate any of its powers and duties, the Governing Board retains the ultimate responsibility over the performance of those powers or duties.

**WHEREAS**, the Governing Board further recognizes that where other education code provisions authorize a delegation of authority for a specific purpose, but impose restrictions on such delegated authority, these restrictions must be observed.

**NOW, THEREFORE, BE IT RESOLVED**, that in accordance with the authority provided in Education Code 35161, the Governing Board of the Santa Maria Joint Union High School District hereby delegates to the following officers or employees of the district, the authority to act on its behalf in performance of the duties and powers granted to the Board by law, as indicated below and subject to the following limitations and restrictions:

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**December 13, 2022**

- Antonio Garcia, District Superintendent
  - Delegated Power or Duty: Ability to make budget revisions to expenses and/or cash transfers between funds, approve payroll warrants, commercial warrants, purchase orders, contracts and process change orders for bids and contracts. Designated as a district representative with the State of California – State Allocation Board/Office of Public-School Construction.
  
- Yolanda Ortiz, Assistant Superintendent of Business Services
  - Delegated Power or Duty: Ability to make budget revisions to expenses and/or cash transfers between funds, approve payroll warrants, commercial warrants, purchase orders, contracts and process change orders for bids and contracts. Designated as a district representative with the State of California – State Allocation Board/Office of Public-School Construction.
  
- Michelle Coffin, Director of Fiscal Services
  - Delegated Power or Duty: Ability to make budget revisions to expenses and/or cash transfers between funds, approve payroll warrants, commercial warrants, purchase orders and contracts.
  
- Maria Malkin, Fiscal Manager II
  - Delegated Power or Duty: Ability to make cash transfers, approve payroll warrants and commercial warrants.
  
- Kevin Platt, Assistant Superintendent of Human Resources
  - Delegated Power of Duty: Ability to approve contracts.
  
- Reese Thompson, Director of Maintenance, Operations, and Transportation
  - Delegated Power or Duty: Ability to approve contracts.
  
- Gary Wuitschick, Director of Facilities & Logistics
  - Delegated Power or Duty: Ability to approve purchase orders and contracts.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of December 2022 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**5. Approve Bid: Pioneer Valley High School 3 Modular 1 Restroom Installation, (Project #20-342)**

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

The administration opened bids November 18, 2022, for the Pioneer Valley High School 3 Modular 1 Restroom Installation, (Project #20-342). The bid recap and administrative recommendation follows:

BIDDER	BASE BID
RDZ Contractors, Inc. <i>Nipomo, CA</i>	\$667,000.00
Specialty Constructors Services, Inc. <i>Grover Beach, CA</i>	\$754,000.00
Pre Con Industries, Inc. <i>Santa Maria, CA</i>	\$767,800.00
Newton Construction & Management <i>San Luis Obispo, CA</i>	\$879,000.00
Spiess Construction Co., Inc. <i>Santa Maria, CA</i>	\$885,700.00
Edwards Construction Group <i>Santa Maria, CA</i>	\$1,000,617.20

We had eight (8) companies attend the mandatory job walks on November 1 and 8, 2022. Six (6) bids were received by administration. RDZ Contractors, Inc. was determined to be the apparent low bidder.

**\*\*\* IT IS RECOMMENDED THAT** the Board of Education award the Pioneer Valley High School 3 Modular 1 Restroom Installation, (Project #20-342) to the lowest bidder, RDZ Contractors, Inc. for the bid amount of \$667,000.00 to be paid from Fund 25.

Moved \_\_\_\_\_ Second \_\_\_\_\_

**A Roll Call Vote is Required:**

Ms. Perez \_\_\_\_\_  
 Ms. Lopez \_\_\_\_\_  
 Dr. Garvin \_\_\_\_\_  
 Mr. Aguilar \_\_\_\_\_  
 Mr. Baskett \_\_\_\_\_

**6. Approve Bid: ERHS Larch Street Fence Replacement (Project #22-409)**

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

The administration opened bids on November 15, 2022, for the ERHS Larch Street Fence Replacement (Project #22-409). The bid recap and administrative recommendation follows:

BIDDER	BASE BID
Big Wakoo Fence, Inc. <i>(Arroyo Grande, CA)</i>	\$41,760.00
Cardoza Fencing <i>(Bakersfield, CA)</i>	\$60,042.00
Harris Steel Fence, Co. <i>(Los Angeles, CA)</i>	\$127,188.00

Three (3) bids were received by administration. Big Wakoo Fence, Inc. was determined to be the apparent low bidder.

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve award the ERHS Larch Street Fence Replacement (Project #22-409) to the lowest bidder, Big Wakoo Fence, Inc. for the bid amount of \$41,760.00 to be paid from Fund 01.

Moved \_\_\_\_\_ Second \_\_\_\_\_

**A Roll Call Vote is Required:**

Ms. Perez	_____
Ms. Lopez	_____
Dr. Garvin	_____
Mr. Aguilar	_____
Mr. Baskett	_____

**XII. 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 roll call vote. 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** \_\_\_\_\_

**A Roll Call Vote is Required:**

Ms. Perez	_____
Ms. Lopez	_____
Dr. Garvin	_____
Mr. Aguilar	_____
Mr. Baskett	_____

A. Approval of Minutes – **Appendix F**

Regular Board Meeting – November 8, 2022

B. Approval of Warrants for the month of November

Payroll	\$ 13,623,848.63
Warrants	<u>\$ 3,531,448.66</u>
<b>Total</b>	<b>\$ 17,155,297.29</b>

C. Attendance Report

Mrs. Yolanda Ortiz, Assistant Superintendent of Business Services, will be available to answer questions regarding the third month of the 2022-23 monthly attendance report presented on the last page of this agenda.

D. Approval of Contracts



<b>REGULAR MEETING December 13, 2022</b>
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Company/Vendor	Description of Services	Amount/ Funding	Resource Person
Knowledge Saves Lives, Inc.	Risk assessment services, report and cost-effective solutions will be provided at all five sites to help identify vulnerabilities and evaluate current policies and procedures related to campus safety from November 1, 2022 to November 1, 2023.	\$32,500.00/ ESSER III	John Davis
Santa Maria Elks Lodge #1538 Club Services	Venue rental and security for SMHS 2023 prom.	\$2,472.00/ SMHS ASB	Yolanda Ortiz

E. Facility Report – **Appendix B**

F. Student Matters - Education Code § 35146 and § 48918

Administrative Recommendation to suspend the order of expulsion SPED student: 606955

Administrative Recommendation to order expulsion SPED students: 362845, 607037, 606598

Administrative Recommendation to suspend the order of expulsion: 357500

Administrative Recommendation to order expulsion: 370881, 368800, 608027, 370141, 363565, 357483, 362726, 606512, 606482

G. Approval of Board Policies

The board policies listed below are presented for approval. The policies were listed for first reading on the November 8, 2022 board agenda.

Board Policy	Description
<u>Revision:</u> BP 4118 AR 4118	Dismissal/Suspension/Disciplinary Action  The updates to BP/AR 4118 are to include some additional language to clarify that exercising First Amendment rights is not grounds for discipline.

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<p><u>New Policy:</u></p> <p>BP 4218</p> <p><u>Revision:</u></p> <p>AR 4218</p>	<p>Dismissal/Suspension/Disciplinary Action</p> <p>The new BP 4218 and updates to AR 4218 are done to reflect procedural rights under <i>Skelly v. State Personnel Board</i>, including notification of the materials upon which the proposed action is based and the employee's right to respond to a designated district official ("Skelly officer") who will decide whether the recommended discipline should be imposed. The new BP 4218 contains material formerly in the AR that pertains to board actions in disciplinary hearings for classified employees and new material consistent with BP 4118 - Dismissal/Suspension/Disciplinary Action for certificated employees. The BP also reflects a new law (AB 2234, 2018) which requires the board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Updates to AR 4218 include a consolidation of the causes for disciplinary action, the addition of the requirement to set a timeline by which the employee may request a hearing, which must be not less than five days after serving notice upon the employee, and the expansion of the "Compulsory Leave of Absence" section to include definitions of "mandatory" and "optional" leave of absence offenses and reflect requirements pertaining to extension of the leave and compensation during the leave.</p>
<p><u>Revision:</u></p> <p>BP 4119.22 BP 4219.22 BP 4319.22</p>	<p>Dress and Groom</p> <p>This BP was updated to reflect SB 188, which prohibits discrimination against traits historically associated with race, including hair texture and "protective hairstyles" such as braids, locks, and twists.</p>
<p><u>Revision:</u></p> <p>BP 6173 AR 6173</p>	<p>Education for Homeless Children</p> <p>Board policy and administrative regulation have been updated to reflect the required changes that include the housing questionnaire, per Ed Code, administered annually to all students, homeless educational rights and resources published on the District/school websites, annual Board presentation on the progress of homeless students, and in our uniform complaint procedures.</p>

H. Discard or Sell Obsolete Textbooks

The following textbooks were submitted for discard by various sites. The administration is requesting that the Board of Trustees approve the discard of the textbooks as listed below.

Textbook Title	ISBN #	# of Copies
Modern World History Patterns of Interactions	978-0618-557158	875

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Niebla	8437603471	22
Yerma	873600723	22
Fiesta al Noroeste	8423310728	22
Repaso	0078460506	78
Repaso	0844274127	80
La Hojarasca	9500700875	30
Ficciones	8420633127	19
Voces de Hispanoamerica	0838416039	19
Literatura Moderna Hispanica	0844270296	66
Bodas de Sangre Dona Rosita la Soltera Y Poesia Lirica	9561308850	22
Los Funerales de la Mama Grande	8439704518	26
Sendas Literarias	0838451268	41
The Mexican American Heritage	0892290366	19
Oceanography: A view of the Earth	0136297420	153

- I. Authorization to Utilize Region 4 ESC/OMNIA Partners - Office Depot, Inc. R190303 for the Length of the Contract through June 30, 2024.

Section 10299 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment, whereby notwithstanding Section 20111 and 20112 of the PCC, “school districts may, without competitive bidding, utilize contracts, master agreements and multiple award schedules established by the department [DGS] for the acquisition of information technology, goods, and services.” Section 10299 further authorizes state and local agencies to “contract with suppliers awarded the contracts without further competitive bidding.” The district administration recommends that the purchase of Office Supplies and Educational School Supplies be made utilizing the provisions of the PCC that allows purchasing from Region 4 ESC/OMNIA Partners - Office Depot, Inc. R190303 through June 30, 2024 with the option to renew for five (5) additional one-year periods through June 30, 2029.

- J. Authorization to Utilize Region 4 ESC/OMNIA Partners - Wenger Music Center Contract #R191204 for the Length of the Contract through October 31, 2023.

Section 10299 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment, whereby notwithstanding Section 20111 and 20112 of the PCC, “school districts may, without competitive bidding, utilize contracts, master agreements and multiple award schedules established by the department [DGS] for the acquisition of information technology, goods, and services.” Section 10299 further authorizes state and local agencies to “contract with suppliers awarded the contracts without further competitive bidding.” The district administration recommends that the purchase of Performing Arts Apparel, Instruments, Furnishings, Storage, and Related Services be made utilizing the provisions of the PCC that allows purchasing from Region 4 ESC/OMNIA Partners - Wenger Music Center Contract #R191204 for the Length of the Contract through October

31, 2023 with the option to renew for one (1) additional one-year periods through October 31, 2024.

- K. Authorization to Utilize Sourcewell-Quadient, Inc. for Mailing and Postage Equipment and Technology for the length of the Contract through February 28, 2026

Section 10299 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment, whereby notwithstanding Section 20111 and 20112 of the PCC, “school districts may, without competitive bidding, utilize contracts, master agreements, and multiple award schedules established by the department [DGS] for the acquisition of information, technology, goods, and services.” Section 10299 further authorizes state and local agencies to “contract with suppliers awarded the contracts without further competitive bidding.” The district administration recommends that district-wide purchases of Mailing and Postage Equipment and Technology be made utilizing the provisions of the PCC through Quadient, Inc. Sourcewell RFP #011322 through February 28, 2026.

- L. Approval of Change Order No. 4 with Rachlin Architects for Architectural and Engineering Services at Ernest Righetti High School, to include Phase 4 and 5 Construction Administration for Project # 18-280 Phase 2 Modernization

The proposal submitted by Rachlin Architects includes Architectural and Engineering construction administration and closeout services for phases 4 and 5. The original contract provided for 3 phases through July 31, 2022. Due to limited empty classroom space for temporary relocation, the construction schedule was extended from 3 to 5 phases increasing the schedule by 9 months (August 1, 2022, to April 30, 2023). The monthly cost was reduced from \$19,706.63 to \$15,420.00 to reflect anticipated diminishing support requirements, and it was presented as a “not to exceed” amount. The total Contract Change Order #4 amount is \$138,780.00.

- M. Ernest Righetti High School Phase 2 Modernization Project #18-280: Approval of Change Order No. 5 for Additional Construction Costs

Change Orders (CO) No. 1 and No. 2 utilized contract Allowances and resulted in no change to the original contract amount of \$14,989,000.00. Change Orders No. 3 and No. 4 were approved by the Board on September 13, 2022, in the amounts of \$242,003.34 and \$43,913.13 respectively, bringing the contract total to \$15,274,916.47.

Additional funds are requested in the amount of \$390,820.61 for Change Order No. 5 for construction costs provided by RSH Construction of Atascadero, CA. Additional and unforeseen work identified during course of construction includes scope changes in Building C, H & I (e.g., Tapcon screws in concrete walls, extending & rerouting water lines, security system corrections, floor repairs, additional window shades, etc.), as well as additional roof repairs to prepare for seasonal weather, and replacement of electrical feeders to replace aged components that were not

able to be repaired. The additional funds allocated by Change Order No. 5 increases the contract amount to \$15,665,737.08.

N. Notice of Completion

The following projects are substantially complete. To file the necessary Notice of Completion forms with the County of Santa Barbara, the Acceptance of Substantial Completion needs to be formally accepted by the Board of Education.

- 1) SSC FRONT OFFICE FURNITURE #22-434 with FIT Furniture Installation Team, Contractor. Substantial Completion on October 28, 2022.
- 2) SSC FRONT OFFICE FLOORING, #22-434 with Floor It, Inc., Contractor. Substantial Completion on October 21, 2022.
- 3) PVHS SECURITY CAMERA ADDITIONS 2022, #22-441 with Smith Mechanical-Electrical-Plumbing, Contractor. Substantial Completion on November 23, 2022.

O. Approval to Contract with Falcon Power Consultants for Arc Flash Testing at Santa Maria High School, Delta High School, the Support Services Center, and the Mark Richardson Career & Technical Education Center. (Project #22-404)

The proposal submitted by Falcon Power Consultants includes on-site data gathering, protective device coordination study, short circuit study, equipment evaluation, Arc Flash Hazard analysis and assessment, engineering recommendations, a one-day customized, site specific NFPA-70E Arc Flash Awareness Training, and a Customized Safety Program. Contract is not to exceed \$153,200.

P. Approval of Amendment No. 1 and No. 2 with Rachlin Partners for Architectural and Engineering Services at Santa Maria High School (SMHS) to Include No. 1, Negotiated Cost Reduction and No. 2, Pre and Post Construction and Enhanced Construction Administration Services for Project # 21-390 CTE Renovations at SMHS.

The initial Rachlin Partners (RP) Architectural and Engineering Services (A&ES) agreement in the amount of \$622,521.70 included traditional pre-design, programming, schematic design, construction documentation, Division of State Architect (DSA) coordination, bidding, limited construction administration, and project close-out services. Amendment No. 1 includes a negotiated cost reduction in the amount of \$69,713.50 related to a decrease in the overall project budget. Amendment No. 2 includes additional site pre and post construction planning support including site coordination meetings, project scheduling, relocation of existing equipment, evaluation of new equipment, post construction installation of equipment, etc. and enhanced construction administration services including daily on-site observation and management support of budgets, schedules, change orders, and site construction

closeout. Amendment No. 2 increases the Contract by a not to exceed amount of \$78,810.00 for 12 months of services. Combined, the Amendment #1 decrease of \$69,713.50 and the Amendment #2 increase of \$78,810.00 increases the total A&ES agreement to \$631,618.20.

- Q. Approval of Amendment No. 1 and No. 2 with Rachlin Partners for Architectural and Engineering Services at Ernest Righetti High School (ERHS) to Include No. 1, Negotiated Cost Reduction and No. 2, Pre and Post Construction and Enhanced Construction Administration Services for Project # 21-391 CTE Renovations at ERHS.

The initial Rachlin Partners (RP) Architectural and Engineering Services (A&ES) agreement in the amount of \$532,690.60 included traditional pre-design, programming, schematic design, construction documentation, Division of State Architect (DSA) coordination, bidding, limited construction administration, and project closeout services. Amendment No. 1 includes a negotiated cost reduction in the amount of \$55,769.30 related to a decrease in the overall project budget. Amendment No. 2 includes additional site pre and post construction planning support including site coordination meetings, project scheduling, relocation of existing equipment, evaluation of new equipment, post construction installation of equipment, etc. and enhanced construction administration services including daily on-site observation and management support of budgets, schedules, change orders, and site construction closeout. Amendment No. 2 increases the Contract by the not to exceed amount of \$78,810.00 for 12 months of services. Combined, the Amendment #1 decrease of \$55,769.30 and the Amendment #2 increase of \$78,810.00 increases the total A&ES agreement to \$555,731.30.

- R. Out of State Travel

Person/Reason	Location/Date	Description	Funding Source
Amy Hennings (SMHS) & Richard Guiremand (SMHS) + 17 Students  Attend Close Up Teacher Program	Mar 4-10, 2023 Washington D.C.	Students will participate in Close Up Washington D.C, a civics education program. They will experience our government and the political process by interacting with congressional members in daily workshops.	LCAP Goal 4
Salvador Reynoso  National Association of School Psychologist	Feb 7-10, 2023 Denver, CO	Recruitment of School Psychologists	Human Resources

<b>REGULAR MEETING December 13, 2022</b>
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Charles Kim (RHS) The Midwest Clinic	Dec 19-22, 2022 Chicago, IL	Conference with world-renowned educators, musicians, workshops, and performances for music educators.	LCAP Goal 4
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S. Purchase Orders

PO #	Vendor	Amount	Description/Funding
PO23-00692	Softchoice Corporation	\$77,303.50	Adobe Creative Cloud / General Fund IT
PO23-00891	Culver-Newlin Inc.	\$36,104.89	18-280==ERHS Modernization Phase 4 Furniture / Fund 25 Developer Fees
PO23-00892		\$11,636.30	
PO23-00893		\$22,754.14	
PO23-00894		\$29,618.29	
PO23-00895		\$69,777.89	
PO23-00896		\$40,245.56	
PO23-00897		\$40,245.56	
PO23-00898		\$40,245.56	

T. Acceptance of Gifts

<b>Pioneer Valley High School</b>		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
Fellowship of Christian Athletes	Football	\$1,000.00
Elks Rodeo/Solstra Communities California	Center Stage	\$500.00
Snap Raise/Snap Raiser Mobile, Inc.	Cross Country	\$5,007.80
Elks Rodeo/Solstra Communities California	FFA/Tyler Land Judging	\$500.00
Santa Maria Elks Lodge 1538	PVHS Band	\$500.00
Snap Raise/Snap Raiser Mobile, Inc.	Girls Volleyball	\$7,151.40
Monte Verde Farms/Pedro Cardenas	Boys Wrestling	\$800.00
Greg Dickinson	PV College Club	\$100.00
Kelly Davis	PV College Club	\$140.00
Santa Barbara Bowl Foundation	Center Stage	\$4,500.00
<b>Total Pioneer Valley High School</b>		<b><u>\$20,199.20</u></b>
<b>Righetti High School</b>		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
Cynthia & Christina Camacho	Marimba Band	\$943.00
Tri Counties Wrestling Assoc.	Wrestling	\$277.00
Krafty Koncessions	ASB Football Experience	\$200.00
Krafty Koncessions	ASB Football Experience	\$150.00
City of Santa Maria	Marimba Band	\$400.00
Parent Teacher Club PTC	Marimba Band	\$100.00
Charities Aid Foundation America On Behalf of Cristian Bolanos	Marimba Band	\$1,000.00

<b>REGULAR MEETING</b> <b>December 13, 2022</b>
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Landmark Event Staffing Services, Inc (On Behalf of Samuel "Dutch" Van Patten)	Warrior Goats	\$1,484.00
Cruz R Maestas-Central Coast Cleaning	Girls Basketball	\$200.00
The Kiwanis Club of Guadalupe	Marimba Band	\$1,000.00
Santa Maria Lodge No 1538	Band	\$500.00
Cynthia & Christina Camacho	Marimba Band	\$943.00
<b>Total Righetti High School</b>		<b><u>\$6,254.00</u></b>
<b>Santa Maria High School</b>		
<b><u>Donor</u></b>	<b><u>Recipient</u></b>	<b><u>Amount</u></b>
On Time Sports LLC	Athletics General	\$105.00
Santa Maria Lodge No 1538	Band	\$500.00
Santa Maria Noontimers Lions Club	Close Up Washington	\$1000.00
Santa Maria Lodge No 1538	FFA Beef & Rabbit	\$400.00
Fellowship of Christian Athletes	Boys Wrestling & FCA	\$1000.00
Snap Mobile, Inc	Girls Basketball	\$4616.00
S Tommie Josephson	Close Up Washington	\$100.00
Saints Football Boosters	Girls Basketball	\$200.00
Bonita Packing Company Inc	FFA Floral Judging	\$1000.00
Lavagnino for Supervisor	Close Up Washington	\$2150.00
<b>Total Santa Maria High School</b>		<b><u>\$11,071.00</u></b>

**XIII. FUTURE BOARD MEETINGS FOR 2023**

Board meeting dates for 2023 will be determined at the December 13, 2022 meeting.

**XIV. ADJOURN**



SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
MONTHLY REPORT OF ATTENDANCE  
THIRD MONTH OF 2022-23

October 03, 2022 through October 28, 2022

	Third Month 2021-22			Third Month 2022-23			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	2250	2114.60	93.6%	2267	2120.35	93.2%		2140.86		2141.46
Special Education	113	100.75	89.7%	126	111.30	89.8%		102.68		110.45
Independent Study	69	45.40	68.4%	63	62.75	97.8%		36.98		59.82
Independent Study Spec Ed	7	4.00	57.1%	9	8.45	100.0%		2.95		6.57
Independent Study Virtual Academy	47	37.95	82.6%	0	0.00	0.0%		34.04		0.27
Independent Study Virtual Academy SPED	7	5.90	84.3%	0	0.00	0.0%		5.29		0.00
CTE Program	9	6.20	70.5%	4	2.15	53.8%		6.00		2.77
Home and Hospital Reg Ed	0	0.00	0.0%	1	1.00	100.0%		0.00		0.54
Home and Hospital Spec Ed	0	0.00	0.0%	4	1.75	56.5%		0.00		0.75
<b>TOTAL RIGHETTI</b>	<b>2502</b>	<b>2314.80</b>	<b>93.4%</b>	<b>2474</b>	<b>2307.75</b>	<b>93.1%</b>		<b>2328.80</b>		<b>2322.63</b>
<b>SANTA MARIA HIGH</b>										
Regular	2777	2679.80	96.3%	2841	2707.65	95.1%		2697.52		2722.45
Special Education	232	214.25	91.8%	267	240.55	90.6%		219.80		241.54
Independent Study	21	10.10	49.3%	20	16.30	90.8%		14.88		11.57
Independent Study 12 + 12	0	0.00	0.0%	0	0.00	0.0%		0.00		0.00
Independent Study Spec Ed	2	1.25	62.5%	1	1.00	100.0%		1.84		1.00
Independent Study Virtual Academy	73	39.70	57.4%	0	0.00	0.0%		46.02		0.00
Independent Study Virtual Academy SPED	14	12.60	92.3%	0	0.00	0.0%		9.55		0.00
CTE Program	6	4.25	70.8%	9	7.00	65.7%		5.25		7.50
Home and Hospital Reg Ed	1	0.00	0.0%	4	4.50	80.4%		0.00		2.70
Home and Hospital Spec Ed	2	1.85	92.5%	5	3.40	68.0%		1.11		2.93
<b>TOTAL SANTA MARIA</b>	<b>3128</b>	<b>2963.8</b>	<b>96.0%</b>	<b>3147</b>	<b>2980.40</b>	<b>94.7%</b>		<b>2995.97</b>		<b>2989.68</b>
<b>PIONEER VALLEY HIGH</b>										
Regular	2827	2685.05	94.6%	2909	2777.25	95.4%		2745.39		2791.18
Special Education	168	156.00	91.0%	218	199.45	91.5%		160.07		200.46
Independent Study	73	39.05	59.0%	60	59.65	100.0%		31.43		54.59
Independent Study Spec Ed	19	13.20	77.4%	0	0.00	0.0%		8.43		0.00
Independent Study Virtual Academy	41	21.80	53.6%	0	0.00	0.0%		28.79		1.43
Independent Study Virtual Academy SPED	1	0.35	35.0%	0	0.00	0.0%		0.38		0.00
Home and Hospital Reg Ed	3	1.70	61.8%	12	9.45	88.7%		1.29		7.63
Home and Hospital Spec Ed	3	2.30	100.0%	5	4.10	88.2%		1.82		3.25
<b>TOTAL PIONEER VALLEY</b>	<b>3135</b>	<b>2919.45</b>	<b>94.4%</b>	<b>3204</b>	<b>3049.90</b>	<b>95.1%</b>		<b>2977.60</b>		<b>3058.54</b>
<b>PROGRAM E DAY TREATMENT @ LINCOLN STREET</b>	<b>6</b>	<b>5.40</b>	<b>90.0%</b>	<b>1</b>	<b>2.70</b>	<b>50.0%</b>		<b>4.57</b>		<b>3.23</b>
<b>DISTRICT SPECIAL ED TRANSITION</b>	<b>19</b>	<b>17.95</b>	<b>100.0%</b>	<b>18</b>	<b>17.60</b>	<b>100.0%</b>		<b>18.04</b>		<b>16.63</b>
<b>DISTRICT SPECIAL ED TRANS/VOC MM</b>	<b>15</b>	<b>15.05</b>	<b>97.1%</b>	<b>14</b>	<b>14.00</b>	<b>100.0%</b>		<b>15.13</b>		<b>14.39</b>
<b>ALTERNATIVE EDUCATION</b>										
Delta Continuation	316	202.77	63.8%	298	236.83	79.2%		196.33		235.90
Delta 12+	2	1.78	89.0%	0	0.00	0.0%		1.22		0.00
Delta Independent Study	61	44.72	83.9%	51	32.28	67.3%		37.27		21.16
Delta Independent Study 12+	7	3.96	64.3%	3	2.45	6.3%		5.80		3.23
Delta Independent Study Spec Ed	0	0.00	0.0%	0	0.00	0.0%		0.00		0.00
Home & Hospital Reg Ed	0	0.00	0.0%	0	0.00	0.0%		0.00		0.00
Reach Program--DHS	0	0.00	0.0%	0	0.00	0.0%		0.00		0.00
Reach Program--ERHS	6	3.25	64.4%	6	5.40	82.4%		2.71		6.13
Reach Program--SMHS	0	0.00	0.0%	0	0.00	0.0%		0.00		0.00
Reach Program--PVHS	15	8.95	69.9%	11	7.45	67.1%		4.77		5.04
Home School @ Library Program	11	10.75	97.7%	0	0.00	0.0%		9.36		0.00
Delta HS I.S. Program P	1	0.20	16.7%	0	0.00	0.0%		1.06		0.00
<b>TOTAL ALTERNATIVE EDUCATION</b>	<b>419</b>	<b>276.38</b>	<b>66.0%</b>	<b>369</b>	<b>284.42</b>	<b>77.1%</b>		<b>258.52</b>		<b>271.46</b>
<b>TOTAL HIGH SCHOOL DISTRICT</b>	<b>9224</b>	<b>8512.83</b>	<b>92.3%</b>	<b>9227</b>	<b>8656.77</b>	<b>93.8%</b>		<b>8598.63</b>		<b>8676.55</b>

December 13, 2022

CLASSIFIED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Promote	Maintenance Worker II	RHS	11/21/22	25/C	8
	Retire	Energy Manager	DO	2/28/23	M/3	8
	Leave Without Pay	Instructional Assistant-Bilingual	SMHS	12/1/22-5/31/23	13/E	6.5
	Employ	Food Service Worker I	SMHS	11/14/22	9/A	3
	Change in Assignment	Food Service Worker I	SMHS	12/1/22	9/E	3.75 to 4
	Change in Assignment	Custodian	RHS to PVHS	12/5/22	15/A	8
	Employ	Transportation Attendant	DO	11/9/22	12/A	4
	Employ	Instructional Assisant-Spec Ed I	RHS	11/14/22	13/A	5.5
	Employ	Bus Driver	DO	11/16/22	18/A	4
	Employ	Health Technician	PVHS	12/1/22	20/A	7.5
	Employ	Food Service Worker I	SMHS	11/28/22	9/A	3
	Employ	Instructional Assistant-Spec Ed I	SMHS	11/15/22	13/A	5.5
	Out of Class	Staff Secretary	SMHS	11/28/22	18/C	8
	Dismiss	Transportation Attendant	DO	12/2/22	12/A	6.5
	Leave Without Pay	Bus Driver	DO	11/16/22-2/15/23	18/C	6
	Retire	Custodian	SMHS	12/30/22	15/E	8
	Change in Assignment	Maintenance Worker I	RHS to SMHS	11/16/22	21/E	8
	Leave Without Pay	Instructional Assitant-Spec Ed II	RHS	11/28/22-6/7/23	15/E	6
	Resign	Instructional Assistant-Bilingual	SMHS	12/2/22	13/E	6.5
	Employ	Office Assistant	SMHS	11/7/22	12/A	8
	Out of Class	Administrative Assistant II - SSC	LC	12/1/22	24/A	8
	Resign	Career Center Specialist	SMHS	1/6/23	20/E	8
	Employ	Computer Network Technician	DO	12/5/22	28/A	8
CERTIFICATED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Salary	FTE
	Extra Period Prep	Social Science	DHS	1/9/23-6/8/23	32/V	0.2
	Extra Period Prep	Special Education	DHS	1/9/23-6/8/23	16/V	0.2
	Extra Period Prep	Social Science	DHS	1/9/23-6/8/23	29/V	0.2
	Extra Period Prep	Math	DHS	1/9/23-6/8/23	13/V	0.5
	Extra Period Prep	Math	DHS	1/9/23-6/8/23	13/V	0.2
	Extra Period Prep	Science	DHS	1/9/23-6/8/23	13/V	0.2
	Extra Period Prep	Science	DHS	1/9/23-6/8/23	2/IV	0.2
	Extra Period Prep	English	DHS	1/9/23-6/8/23	22/V	0.2
	Employ	Social Science	RHS	12/2/2022-6/8/23	1/III	1.0
	Extra Period Prep	ISI	DHS	1/9/23-6/8/23	27/V	0.2
	Extra Period Prep	English	DHS	1/9/23-6/8/23	19/V	0.2

CERTIFICATED PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	Salary	FTE	
	Change in Assignment	EGS TOSA	SMHS	9/16/22-6/7/23	15/V	0.2	
COACHING PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	District	ASB/Booster	Type
	Stipend	Head Varsity Boys Basketball	SMHS	2022-2023	\$4,939		CERT.
	Stipend	Head JV Bys Basketball	SMHS	2022-2023	\$3,705		CLASS.
	Stipend	Head Frosh Boys Basketball	SMHS	2022-2023	\$3,705		CLASS.
	Stipend	Head Varsity Girls Basketball	SMHS	2022-2023	\$4,939		WALK-ON
	Stipend	Head JV Girls Basketball	SMHS	2022-2023	\$3,705		CLASS.
	Stipend	Head Frosh Girls Basketball	SMHS	2022-2023	\$1,853		WALK-ON
	Stipend	Head Frosh Girls Basketball	SMHS	2022-2023	\$1,852		WALK-ON
	Stipend	Head Varsity Boys Soccer	SMHS	2022-2023	\$4,116		WALK-ON
	Stipend	Head JV Boys Soccer	SMHS	2022-2023	\$1,852		WALK-ON
	Stipend	Head JV Boys Soccer	SMHS	2022-2023	\$1,235		WALK-ON
	Stipend	Head Varsity Girls Soccer	SMHS	2022-2023	\$4,116		CLASS.
	Stipend	Head JV Girls Soccer	SMHS	2022-2023	\$3,087		WALK-ON
	Stipend	Head Varsity Boys Wrestling	SMHS	2022-2023	\$2,334		CERT.
	Stipend	CoHead Varsity Boys Wrestling	SMHS	2022-2023	\$2,331		WALK-ON
	Stipend	Head JV Boys Wrestling	SMHS	2022-2023	\$3,499		CLASS.
	Stipend	Head Varsity Girls Wrestling	SMHS	2022-2023	\$3,665		CLASS.
	Stipend	CoHead Varsity Girls Wrestling	SMHS	2022-2023	\$1,000		WALK-ON
	Stipend	Head JV Girls Wrestling	SMHS	2022-2023	\$3,499		CLASS.
	Stipend	Winter Assistant Athletic Director	SMHS	2022-2023	\$2,400		CERT.
	Stipend	Winter Assistant Athletic Director	SMHS	2022-2023	\$1,442		Non-Repres.
	Stipend	Head Varsity Boys Basketball	PVHS	2022-2023	\$3,439		CERT.
	Stipend	Head JV Boys Basketball	PVHS	2022-2023	\$2,705		CERT.
	Stipend	CoHead JV Boys Basketball	PVHS	2022-2023	\$1,000		WALK-ON
	Stipend	Head Frosh Boys Basketball	PVHS	2022-2023	\$2,705		CLASS.
	Stipend	CoHead Frosh Boys Basketball	PVHS	2022-2023	\$1,000		WALK-ON
	Stipend	Head Varsity Girls Basketball	PVHS	2022-2023	\$4,939		CERT.
	Stipend	Head JV Girls Basketball	PVHS	2022-2023	\$3,405		CLASS.
	Stipend	CoHead JV Girls Basketball	PVHS	2022-2023	\$300		CERT.
	Stipend	Head Frosh Girls Basketball	PVHS	2022-2023	\$2,505		CERT.
	Stipend	CoHead Frosh Girls Basketball	PVHS	2022-2023	\$1,200		CERT.
	Stipend	Head Varsity Boys Soccer	PVHS	2022-2023	\$4,003		CERT.
	Stipend	CoHead Varsity Boys Soccer	PVHS	2022-2023	\$113		WALK-ON
	Stipend	Head JV Boys Soccer	PVHS	2022-2023	\$2,300		WALK-ON
	Stipend	CoHead JV Boys Soccer	PVHS	2022-2023	\$787	\$1,400	WALK-ON
	Stipend	CoHead JV Boys Soccer	PVHS	2022-2023		\$1,000	CLASS.
	Stipend	Head Varsity Girls Soccer	PVHS	2022-2023	\$4,116		WALK-ON
	Stipend	CoHead Varsity Girls Soccer	PVHS	2022-2023		\$500	WALK-ON

December 13, 2022

COACHING PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	District	ASB/Booster	Employee Type
	Stipend	Head JV Girls Soccer	PVHS	2022-2023	\$3,087		WALK-ON
	Stipend	Head Varsity Boys Wrestling	PVHS	2022-2023	\$4,000		CERT.
	Stipend	CoHead Varsity Boys Wrestling	PVHS	2022-2023	\$668	\$432	WALK-ON
	Stipend	CoHead Varsity Boys	PVHS	2022-2023		\$1,100	WALK-ON
	Stipend	CoHead Varsity Boys Wrestling	PVHS	2022-2023		\$800	WALK-ON
	Stipend	Head JV Boys Wrestling	PVHS	2022-2023	\$2,500		CERT.
	Stipend	CoHead JV Boys Wrestling	PVHS	2022-2023	\$900		CERT.
	Stipend	CoHead JV Boys Wrestling	PVHS	2022-2023	\$99	\$801	WALK-ON
	Stipend	Head Varsity Girls Wrestling	PVHS	2022-2023	\$4,164		WALK-ON
	Stipend	CoHead Varsity Girls	PVHS	2022-2023	\$501		CLASS.
	Stipend	Head JV Girls	PVHS	2022-2023	\$2,500		WALK-ON
	Stipend	CoHead JV Girls Wrestling	PVHS	2022-2023	\$999		CLASS.
	Stipend	Winter Assistant Athletic Director	PVHS	2022-2023	\$1,281		CERT.
	Stipend	Winter Assistant Athletic Director	PVHS	2022-2023	\$1,281		CERT.
	Stipend	Winter Assistant Athletic Director	PVHS	2022-2023	\$1,280		CERT.
	Stipend	Head JV Girls Volleyball	ERHS	2022-2023	\$2,955		WALK-ON
	Stipend	Head Varsity Boys Basketball	ERHS	2022-2023	\$4,939		CERT.
	Stipend	Head JV Boys Basketball	ERHS	2022-2023	\$2,700		WALK-ON
	Stipend	CoHead JV Boys Basketball	ERHS	2022-2023	\$1,005		CERT.
	Stipend	Head Frosh Boys Basketball	ERHS	2022-2023	\$2,700		WALK-ON
	Stipend	CoHead Frosh Boys Basketball	ERHS	2022-2023	\$1,005		CERT.
	Stipend	Head Varsity Girls Basketball	ERHS	2022-2023	\$4,939		CERT.
	Stipend	CoHead Varsity Girls Basketball	ERHS	2022-2023		\$1,900	WALK-ON
	Stipend	Head JV Girls Basketball	ERHS	2022-2023	\$3,705		CERT.-Sub.
	Stipend	Head Varsity Boys Soccer	ERHS	2022-2023	\$4,000		WALK-ON
	Stipend	CoHead Varsity Boys Soccer	ERHS	2022-2023	\$116		CLASS.
	Stipend	Head JV Boys Soccer	ERHS	2022-2023		\$2,400	WALK-ON
	Stipend	CoHead JV Boys Soccer	ERHS	2022-2023	\$2,287		CLASS.
	Stipend	Head Varsity Girls Soccer	ERHS	2022-2023	\$4,116		WALK-ON
	Stipend	Head JV Girls Soccer	ERHS	2022-2023	\$3,087		WALK-ON
	Stipend	Head Varsity Boys Wrestling	ERHS	2022-2023	\$3,166		CERT.
	Stipend	CoHead Varsity Boys Wrestling	ERHS	2022-2023	\$1,502		CERT.
	Stipend	Head JV Boys Wrestling	ERHS	2022-2023	\$1,664		CERT.
	Stipend	CoHead JV Boys Wrestling	ERHS	2022-2023	\$1,835		CERT.
	Stipend	Head Varsity Girls Wrestling	ERHS	2022-2023	\$1,331		CERT.
	Stipend	CoHead Varsity Girls Wrestling	ERHS	2022-2023	\$3,166		CERT.
	Stipend	CoHead Varsity Girls Wrestling	ERHS	2022-2023	\$168		CERT.
	Stipend	Head JV Girls Wrestling	ERHS	2022-2023	\$2,999		CERT.
	Stipend	CoHead JV Girls Wrestling	ERHS	2022-2023	\$500		CERT.
	Stipend	Winter Assistant Athletic Director	ERHS	2022-2023	\$3,842		CERT.

## Appendix B

# SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACILITIES REPORT

November 2022

## 1. Santa Maria High School Construction Projects

### SMHS Reconstruction – Rachlin Partners

- Increment 1, Phase 1 - 50 Classroom and Administration Building: Installation activities continuing this period include utility infrastructure, concrete, structural steel, steel stud framing, HVAC, fire sprinkler, security, communications, moisture protection, exterior thermal insulation, installation of concrete walkways, utility rough-in, wiring, ceiling and soffit framing, exterior plaster, fire-life safety systems, low voltage, store front windows, doors, interior drywall, exterior painting and finish work (data, electrical, plumbing), white boards, interior painting, plumbing fixtures, cabinets, casework, landscaping, irrigation, and grading. April 2023 remains the target for substantial completion. **(Photos)**
- Increment 2, Phase (To Be Determined) - Administration Building Conversion to Classrooms: Rachlin Partners met with district administration to review details of the 50% cost limit threshold, impacts to the scope of work and schedule, and options to mitigate the impacts. A meeting is being scheduled with DSA to evaluate the findings and determine a final construction cost maximum allowed before rehabilitation requirements must be implemented. From there, the final scope can be determined, and a revised cost proposal negotiated with the contractor for the Guaranteed Maximum Price (GMP).
- Increment 1, Phase 1 – New Softball Field: Rachlin Partners provided a design for a new softball field during the 50 Classroom and Administration Building project development. The work was put on hold and removed from the GMP at that time due to concerns related to funding, excess escalation occurring at the time, and scheduling impacts. The project team met during November to revisit the design and site conditions, and to refine the project package. The contractor will be providing a cost for district consideration with a goal of commencing work after softball season in 2023. **(Photo)**

### SMHS 2022 Six Portable Classrooms – Rachlin Partners

- Backordered partitions for the restrooms were received and installed. A water ponding issue is under review where existing and new asphalt pads come together. DSA closeout activities continue.

### SMHS 2022 Building 240 Electrical Upgrade – Ravatt-Albrecht Architects

- Parts remain on backorder. An installation schedule will be created when material arrives.

## 2. Ernest Righetti High School Construction Projects

### **ERHS Maintenance and Operations Building – Rachlin Partners**

- Corrections from the October 18 punch list walk are complete. New fencing and curb work is being installed. Site M&O is preparing for move in. Contract documentation and closeout activities are underway.

### **ERHS Phase 2 Improvements – Rachlin Partners**

- Construction activities in the Science Building continue this period including mechanical, electrical and plumbing finishes, acoustical ceiling, visual display surfaces, interior accessories, and laboratory casework. New work includes roof patch, power shut down to install a new electrical feed to the 100 Building, and flooring. Scope development for the installation of a new electrical conduit and feeder cable from the Gymnasium to Building 200 is complete. Work is anticipated to occur during winter break.

### **ERHS Quad Area Shade Canopy – Rachlin Partners**

- Installation of the canopy is complete. Site work was completed per schedule on November 23, 2022, except for the installation of a new drinking fountain that is on backorder. A final punch list walk will be scheduled for early December 2022.

### **ERHS Hillside Erosion Control Curbing and Fencing – Flowers and Associates**

- A site visit occurred including district administration and the consultant to review existing conditions and determine project scope. Curbing and fencing work along with minimal paving repair, sealing, and restriping will be included to allow the full reopening of the area for parking following the removal of the 12 portables in June 2023. The consultant is creating a proposal for services and will be commencing with project documents. **(Photo)**

### **ERHS New Softball Field – PBK Architects**

- The architect provided schematic designs reflecting adjustments of the existing softball field location to allow space for changes to the adjacent baseball field as requested during the October 17, 2022 site visit. District and site staff reviewed the layouts and provided comments for incorporation into the schematic design. A revised layout will be reviewed by the team and then provided to legal counsel to confirm the overall scope meets requirements.

### **ERHS Boys and Girls Locker Room Modification – PBK Architects**

- The architect provided schematic designs reflecting adjustment of the existing lockers and team room layouts based on comments received during the October 17, 2022 site visit. District and site staff reviewed the layouts and provided comments. A revised layout is being prepared and will be reviewed by the team for final comments. Upon approval, the layouts will be provided to legal counsel to confirm the overall scope meets requirements.

### **ERHS Larch Street Fence Replacement – Support Services**

- Three bids were received November 15, 2022. The results with a recommendation of the apparent lowest bidder will be presented to the board at the December 13, 2022 meeting. The work remains tentatively scheduled for Winter Break 2022 depending on material and contractor availability.

### **ERHS Press Box Conduit and Fiber Installation – Support Services**

- This project remains on hold pending availability of the electrical engineer to perform project development evaluations.

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

#### **PVHS 3 New Modular Classrooms and One Restroom – Rachlin Partners**

- Six bids were received November 18, 2022. The results of the bid and recommendation on the apparent lowest responsible bidder will be presented to the board at the December 13, 2022 meeting. Construction is targeted to commence January 9, 2023. Offsite construction of the modular buildings continues with the units scheduled to be on site for installation in March of 2023. Project completion is scheduled to occur June 18, 2023.

#### **PVHS 12 Portable Classrooms Installation – Rachlin Partners**

- The architect is preparing a design package for DSA submittal December 22, 2022. Site work is anticipated to commence in May 2023 with the move and set up of units to occur between late June and early August in time for fall occupancy.

### **4. Mark Richardson Career Technical Education Center & Agriculture Farm**

#### **MRCTEAF New Maintenance and Operation Building – Support Services**

- The architect continues updating the draft design documents to reflect preferred machine locations and site grading. A bid and construction schedule will be created upon completion of the design documents.

#### **MRCTEAF Well Installation – Support Services**

- The consultant continues to work with the County regarding the placement and proximity to wells on adjacent property. Project scheduling will occur after receipt of the County permit.

#### **MRCTEAF Front Office Space Design– 19 six Architects**

- A bid package is being developed and is expected to be issued in January 2023 with construction planned to occur during spring 2023 to minimize impact on site operations.

### **5. District Wide and Support Services Center**

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

- Closeout of legacy projects continues:
  - SMHS #03-103743 Wilson Gymnasium Renovation: Reviews of the draft closeout package submitted in July 2022 continue at DSA. Anticipated work includes destructive metal roof testing.

**SSC Second Story Office and Tire Room Reconfiguration – Ravatt-Albrecht Architects**

- The board approved the bid by Alan Roinestad Construction Management during the November 8, 2022 meeting. Contracts are in process. Construction remains on track to commence in mid-January 2023.

**Arc Flash Safety Assessment – Maintenance and Operations**

- Updated service agreements quotes were received for work at SMHS, DHS, MRCTEAF, and the SSC. The proposal was in the not to exceed amount of \$153,200 and will be presented to the Board for approval at the December 13, 2022 meeting. M&O will coordinate the site visits to gather data, study protective devices and short circuits, evaluate equipment, analyze, and assess arc flash hazards, and provide engineering recommendations. Also included are arc flash awareness training and a customized safety program. Similar efforts were conducted at Pioneer Valley High School in 2021.

**SMHS & ERHS CTE Funded Project – Rachlin Partners**

- Four Career Technical Education Funding applications were approved by Office of Public-School Construction (OPSC) for projects at SMHS and ERHS. Total State funding for both locations is anticipated to be \$4,922,203 with matching funds from the district to be paid for through Measure H 2016 Bond funding. The development team including Rachlin Partners, Palazzo Consultants, CFW, as well as district and site staff successfully secured DSA plan approval and submitted the package to OPSC by the funding deadline in October 2022. A project schedule is in final development with input from the site and administration. Bidding is scheduled to occur in January 2023, with results to be presented to the Board in April 2023. Construction will commence at both locations in early May 2023 and last through September 2023.

Gary Wuitschick  
Director – Facilities and Logistics



## Maintenance & Operations

### SMHS

- Received and installed new concrete lunch tables along practice field. (Photo)
- Repaired a tree ring tripping hazard by classroom 244.
- Installed a new electrical outlet for the freezer in the culinary arts lab.
- Installed a new bulletin board in the special education conference room.
- Completed electrical repairs to the scoreboard lights in the Wilson gym and various vending machines.
- Completed multiple HVAC calls for service.
- Installed new networkable thermostats in 900 Portable classrooms. This pilot project ties into the Metasys Building Management System.
- Replaced the Administration Building rain gutters and downspouts. (Photo)
- Removed and relocated obsolete equipment campus wide.
- Replaced "No Parking" and "No Parking - Fire Lane" signs throughout the campus.
- Delivered and assisted in the installation of a new printer in the administration building.
- Repaired and replaced multiple restroom appliances due to extensive graffiti and vandalism.
- Prepared the baseball field for the upcoming season.
- Provided support of school event and civic center use activities: Saint of the Season, Academic Awards Night, Student of Excellence, College Field Trip, FFA BBQ and Lunch Meeting, College Fair, Student Senate Meeting, Basketball and Volleyball Games, School District Candidate Forum, Family Math Night.
- Preventive work hours - 28
- Routine work hours - 112
- Total work orders completed - 197
- Event setup hours - 110

Tyson Ellis  
Plant Manager

### PVHS

- Replaced the hardware on multiple rolling gates campus wide.
- Repaired a broken water line in the special education garden area.
- Replaced a leaking water valve at the junior varsity softball field.
- Cleared plugged toilet in classroom 433 and repaired a leaking faucet in classroom 325.
- Installed a new clean out and repaired a leaking drainpipe in the staff restroom in the 400 Building.
- Attached a cabinet to the wall in classroom 433.
- Replaced damaged ceiling tiles in portable classroom 618.
- Mounted the new panther statue on the concrete pad in the stadium. (Photo)
- Repaired the HVAC system in classrooms 201 and 209.
- Pressure washed the patio under the canopy outside of the cafeteria. (Photo)
- Provided support of school event and civic center use activities: UC San Diego School Site Visit, Reclassification Awards, High School Officials Meeting, Homecoming Dance, AVID Event, Girls' Volleyball, SHARE Club Rally, ASB Cap and Gown Meeting, Boys' and Girls' basketball scrimmage, Boys' Water Polo Matches, Freshman Football Banquet, and the Winter Parent Meeting.
- Preventive work order hours – 87
- Routine work hours – 312 (includes 0 CTE)
- Total work orders completed – 183 (includes 7 CTE)
- Event setup hours – 35 (includes 17 CTE)

Dan Mather  
Plant Manager

REGULAR MEETING  
December 13, 2022

**ERHS**

- Spot cleaned the surface of the track.
- Cleaned the gutters and downspouts in the 100, 200, and 300 Buildings.
- Repainted the evacuation numbers, exterior gymnasium, outdoor tables, and stadium barbeque pit. (Photo)
- Restored hot water in the showers for the girl's locker room.
- Changed the filters on the hydration stations in the Cafeteria and the Administration Building.
- Secured the door frame in classroom 202 at DHS.
- Installed a new refrigerator in the health office.
- Repaired the bleachers in stadium. (Photo)
- Mounted a new display case outside of the Administration Building.
- Inspected and repaired the portable classroom roofs after the rain.
- Repaired damaged hand dryers in 800 Building boy's restrooms due to vandalism.
- Repaired various door hardware: broken lock core tailpieces, broken door handles, and door stops.
- Cleaned the Cyber Lock Cores at ERHS and DHS.
- Provided support of school event and civic center use activities: Cal Poly Upward Bound, Staff Meeting, ACT Testing, Special Warrior Dance, Reclassification Awards, Cash for College, Warrior Parent Academy, SAT Testing, FFA lunch, Jostens, FFA Kinderpatch, AVID Salvation Army, Band Social, Sugar Skulls for Day of Dead, Day of the Dead Rally and Carnival, Reach Higher Finale, Football Banquet, Soccer Parent Meeting.
- Preventive work order hours – 61 (includes 0 DHS)
- Routine work order hours – 468 (includes 37 DHS)
- Total work orders completed – 142 (includes 20 DHS)
- Event setup hours – 83 (includes 0 DHS)

Danny Sheridan  
Plant Manager

**SSC**

- Tested a new floor coating in the bus garage. (Photo)
- Repaired the toilet in the women's warehouse restroom.
- Continued improving the front office with painting and wall hangings. (Photo)

**Graffiti & Vandalism**

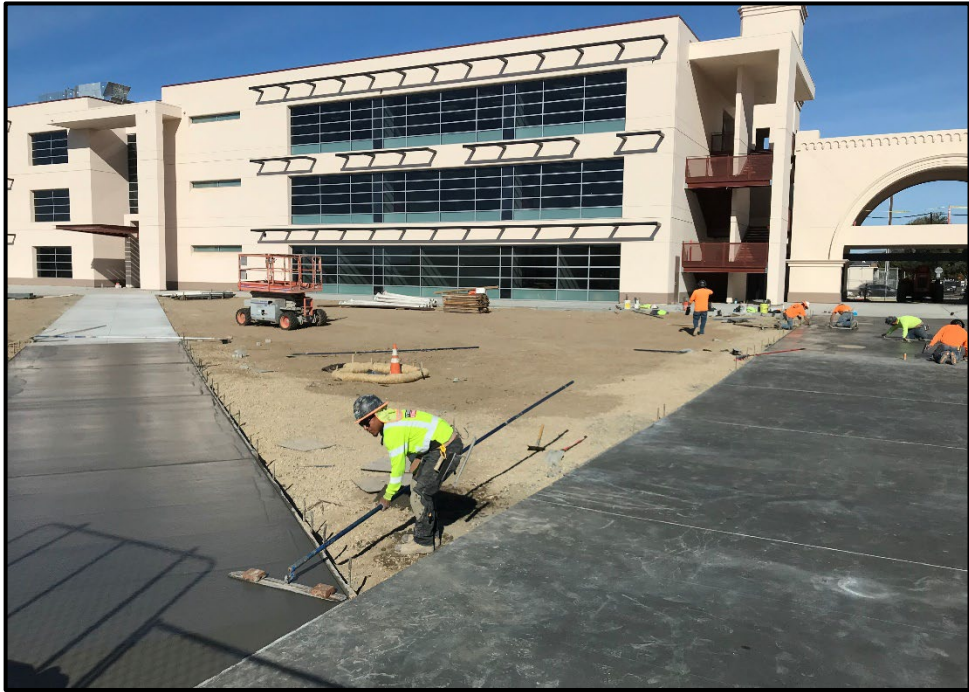
- DHS \$ 90
- ERHS \$ 60
- SMHS \$ 1,000
- PVHS \$ 100

Reese Thompson  
Director – Maintenance, Operations, and Transportation

### Photo Gallery – Major Projects



**SMHS 50-Classroom Building – Landscape Planning Included School Site Staff and Consultants**



**SMHS 50-Classroom Building – Student Walkways Define the Plaza**



**SMHS 50-Classroom Building – Administration Staff Touring the New Building**



**SMHS Administration to Classroom Conversion – Rachlin Partners and District Administration Discussing the Administration Building Conversion to Classrooms**



**SMHS Softball Field – Field Layout and Student Travel Routes are Discussed**



**ERHS Portable Move Planning – Administration and Civil Engineers Discussing Restoring the Bradley Parking Lot and Correcting Hillside Erosion**

### Photo Gallery – Maintenance & Operations



**SMHS – Alan Rodriguez Removing the Old Tables in Preparation for New Concrete Lunch Tables**



**SMHS – Replacing Administration Building Rain Gutters and Downspouts**



**PVHS – Elias Camacho, Paul Alvarez, and Dan Mather Installing the New Panther in the Stadium**



**PVHS – Armando Ojeda Pressure Washing the Patio Outside the Cafeteria**



**ERHS – Ernest Paz and Joel Amezcua Painting the Evacuation Numbers for the Fire Drill**



**ERHS – Jordan Markstone Repairing the Bleachers in the Stadium**





**SSC Transportation – California Highway Patrol Inspecting the School Busses on the New Test Flooring**



**SSC Front Office Renovation – Designing the Wall Space in the Front Office**

**REGULAR MEETING**  
**December 13, 2022**

## **APPENDIX C**

**Ratification of CSEA Labor Agreement**

ARTICLE 1

RECOGNITION

- 1.1 The District confirms its recognition of the Association as the exclusive representative for all bargaining unit employees specifically enumerated in Appendix A.
- 1.2 All management, supervisory, confidential, professional experts, substitute and short-term employees (as defined in Education Code 45103(b)(1) and (2)), walk-on coaches, certificated staff, and student workers shall be excluded from the unit. Education Code is available at <http://leginfo.legislature.ca.gov/>
- 1.3 Confidential Employees:
- Accountant-Confidential
  - Administrative Assistant – Business, Confidential**
  - Administrative Assistant – Curriculum and Instruction, Confidential**
  - Administrative Assistant – Human Resources, Confidential
  - Executive Assistant to the Superintendent
- 1.4 The District agrees to consult with the Association on the inclusion of new positions within the Confidential unit set forth above.

5.18.22

*[Handwritten signatures and initials]*

*[Handwritten signature]*  
LEAD, CSEA

07/01/19 07/01/22

*[Handwritten signatures]*  
Yvanda Ortiz

ARTICLE 2  
HOURS OF EMPLOYMENT

2.1 Hours

2.1.1 The ~~regular~~ traditional work week of a full-time unit member shall be forty (40) hours, Monday through Friday, and the regular work day shall be eight (8) hours exclusive of a duty-free meal period of no less than thirty (30) minutes as assigned by the District in accordance with other provisions of this Collective Bargaining Agreement. A calendar week shall be defined as Monday 12:30:01 am through Sunday Monday 12:30:00am.

The work week of a full-time unit member working a non-traditional work week shall include five (5) work days and two (2) consecutive days off.

2.1.2 Evening Custodians whose regularly assigned work day ends after 7:00 p.m. shall receive a Shift Differential as noted in Article 3.10 of this Collective Bargaining Agreement.

2.1.3 Upon hiring, transferring, and/or promoting into a bargaining unit position, the unit member shall be provided by the District with a written work schedule that shall include start time, end time, rest and lunch periods (if applicable). For Bus Drivers, the written schedule shall only include start and end times reflecting the unique nature of their work schedules for rest and lunch periods.

2.2 Adjustment of Work Day

2.2.1 The work day of all unit members shall be established by the District upon hire. Any permanent change in the work schedule of the unit member working hours of one (1) hour or less shall require written notification to the affected unit member(s) a minimum of two (2) weeks prior to implementation. This two (2) week period may be waived by mutual agreement. Written notice, including a copy of this article (2.2.1), shall be provided during the employee's regular work year. During the

period between notification and implementation, the unit member may request a meeting with the Assistant Superintendent of Human Resources and CSEA to discuss the change. Any permanent shift in work days or work schedule of more than one (1) hour after the date of hire shall be coordinated through the Human Resources Department, and shall be by written mutual agreement of the unit member and the District. If mutual agreement is not reached, the Association and District shall negotiate any proposed change(s).

2.2.2 By mutual agreement of management and the employee, a unit member may work temporary flexible non-standard starting and ending time work\_days based upon demonstrated needs of the department. This clause shall not be used to avoid overtime. The unit member shall not be evaluated negatively for declining a temporary flexible schedule. This agreement shall be in writing and an agreement for any flexible assignment of more than a day shall be forwarded to the Assistant Superintendent of Human Resources (or management designee) and CSEA.

2.2.3 Unit members who work a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis (Education Code 45136 and 45137). This change of basic assignment shall also include changes in health benefit eligibility.

## 2.3 Rest Periods

2.3.1 Rest periods of up to fifteen (15) minutes will be provided to unit members during each scheduled work period of four (4) consecutive hours. These paid rest periods, as assigned by the District, should not be combined with another rest period or combined with a lunch period to extend the lunch period. Rest periods shall not be used to shorten the work day. Rest periods are meant to be duty free. Should a

rest period be interrupted by the District, the unit member shall be permitted to resume their duty-free rest period for the amount remaining of the rest period time prior to the interruption. Rest periods must be taken at the time scheduled by the immediate supervisor, unless temporarily changed by mutual agreement.

## 2.4 Lunch Periods

2.4.1 Unit members who work for a period of more than five (5) hours per day shall be granted a duty-free, unpaid meal period of no less than thirty (30) minutes. This lunch period, as assigned by the District, should be taken as close to the midpoint of the employee's regularly scheduled work day as possible. Should a lunch period be interrupted by the District, the unit member shall be permitted to resume their duty-free lunch period for the amount of lunch period time remaining prior to the interruption. Lunch periods must be taken at the time scheduled by the immediate supervisor, unless temporarily changed by mutual agreement.

2.4.2 The lunch period for unit members working six (6) hours or less per day may be waived in special circumstances by mutual agreement of the unit member and the Assistant Superintendent of Human Resources (or management designee). Upon mutual agreement being reached by the parties, the waived lunch period shall remain in place for the remainder of the school year, or until one or both of the parties determines a need for the lunch period waiver to be removed during the school year. The mutual agreement must be in writing, signed by the parties, with a copy being provided to CSEA.

## 2.5 Overtime

2.5.1 The District shall provide compensation at a rate equal to one and one-half (1½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one work day or any time in excess of forty (40)

hours in any calendar week.

2.5.2 For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, or other paid leaves of absence, shall be considered as time worked by the unit member.

2.5.3 The designation, authorization and allocation of any overtime shall rest solely with the immediate supervisor. Unit members shall not work overtime/extra hours until authorized and approved by the immediate supervisor, except in emergency situations. An "emergency" for the purposes of this section is defined as the effects of natural, manmade, war-caused emergencies, or circumstances which could not have been planned for.

2.5.4 Overtime shall be offered, distributed and rotated as equitably as practical within the same classification in the department, first to those who regularly perform the duties and next to those skilled in the duties.

2.5.5 Transportation, Maintenance, and Security shall use a weighted system to ensure that overtime opportunities are applied equitably. In these departments, the weighted system resets itself each year on July 1.

2.5.5.1 In the weighted system for overtime, every July 1 an overtime roster is generated by seniority. Both the "worked" hours and the "turned-down" hours of overtime accumulated are tracked on the OT roster. Rules for the sequence of employees asked first are: 1) skilled to do the work and 2) have the least hours worked/turned down. At the end of the fiscal year the hours are reset, and the tracking process starts over. Unplanned continuance of a job will be assigned to the person that started the job and the hours will be tracked on the OT roster.

2.5.5.2 For Maintenance employees at the sites, employees shall respond by

the date set by the immediate supervisor. No response from an employee shall constitute a rejection of the overtime opportunity.

Overtime opportunities shall be flown for at least 72 hours.

2.5.6 Forced overtime, by department, will be assigned to the unit member with the lowest seniority first, then assigned upward in seniority to ensure overtime is assigned equally.

2.5.6.1 Seniority is defined in Article 20.3.1.

2.5.7 A unit member having an average work day of less than four (4) hours during the work week on a regular basis shall, for any work required to be performed on the seventh day following commencement of his/her work week, be compensated at a rate equal to one and one-half (1½) times the regular rate of pay.

2.5.8 When an employee is required to work on a paid holiday listed in Article 6, paragraph 6.1.1 of this Agreement, the employee shall be paid compensation at the rate of time and one-half of the employee's regular rate of pay for all hours worked. This amount of pay is in addition to the employee's regular pay for the holiday which is already incorporated into their monthly salary or even pay calculation.

## 2.6 Extended Work Day

2.6.1 An attempt will be made to hold all work-related meetings during work time. If a unit member is required to attend a meeting outside of regular work hours or on a day not designated as a regular work day, ~~he/she~~ **they** will be compensated for such time at their regular hourly rate or overtime rate as appropriate.

2.6.2 Employees who are scheduled to work less than eight (8) hours per day, and are authorized to work extra hours shall be compensated up to and including the 8th hour at their regular hourly rate.

2.6.3 The District shall offer Extended Day Work in the same manner as outlined above



for overtime in Article 2.5.3.

## 2.7 Call Back Time

2.7.1 Whenever a unit member has left the work site and is called back to work when not regularly scheduled to be on duty, compensation will be for a minimum of two (2) hours.

2.7.2 In the event a unit member is contacted for a work-related reason after leaving the work site, and is not required to return to the work site, the unit member shall be compensated for fifteen (15) minutes or the actual time to complete the task whichever is greater.

## 2.8 Release Time for Mandatory Training

2.8.1 Specialized training for any unit member required to maintain or obtain an ~~EMT certificate~~ the following is compensable time: EMT certificate, LVN license, SLPA certificate.

2.8.2 The District shall provide CPR and/or first aid training during work hours for those unit members who are required to maintain a current certificate.

2.8.3 The District shall provide Security Guard Training (SB1626) and Non-Violent Crisis Intervention Training during work hours for those unit members who have these requirements in their job descriptions.

## 2.9 Increased Hours and/or Workdays for Part Time Employees

In the event hours and/or workdays for a position are increased on a permanent basis, the incumbent shall first be offered the increase. Should the incumbent not accept the increased hours and/or workdays, the District shall, in seniority order, offer those hours and/or workdays to employees in the same classification and at the same worksite. Should no employee at that worksite accept those increased hours and/or workdays, the position may be posted and all members of the classification may apply. All of those

applicants shall be given an interview.

#### 2.10 Workload Concerns

Bargaining unit members who feel that their workload has exceeded their ability to safely and effectively complete their assigned duties shall be encouraged to discuss their concerns with their immediate supervisor who shall assess their assigned duties, and where they feel appropriate, prioritize or adjust those duties.

#### 2.11 Volunteers

The encouragement and utilization of volunteers is not intended to supplant, reduce or transfer bargaining unit work. Copies of Volunteer Request forms shall be forwarded to CSEA upon request.

ARTICLE 3  
PAY AND ALLOWANCES

The Parties agree that all steps and ranges of the salary schedule (Appendix C of this Collective Bargaining Agreement) shall be raised by one and one half percent (1.5%) effective July 1, 2021.

9/28/22

3.1 Regular Rate of Pay

3.1.1 The regular rate of pay for each position in the unit shall be in accordance with the designated ranges established for each classification in this Agreement.

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**3.1.1.1** All classified employees newly hired in the District shall be placed on Step A of the current salary schedule (Appendix C) at the appropriate range of the designated job.

**3.1.1.2** In cases where an appointee has at least five (5) years of equivalent experience within the past six (6) years in a public school district or county office of education, an appointee may be placed on a higher step, not to exceed Step C.

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**3.1.1.3** The Director of Classified Human Resources shall evaluate the experience of all candidates for appointment at the higher step and make the decision regarding the placement.

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3.1.2 If an error has caused an employee to be underpaid, all monies due to the employee shall be paid to the employee within five (5) workdays as prescribed by Education Code 45167.

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3.1.2.1 If there is an overpayment to a classified employee, the District shall notify the employee in writing of the overpayment. The District and employee shall work out a repayment plan. All repayment plans shall be reduced to writing, signed by the District and the employee, and result in full

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reimbursement to the District within twelve months. If an employee leaves District service with an outstanding repayment plan, any remaining funds owed the District shall be deducted from the employee's final pay warrant. The employee shall sign a written agreement to this deduction at the time of establishment of the repayment plan. No monies shall be deducted from an employee's salary absent a signed repayment plan as noted above, or by a valid court order.

- 3.1.3 If a part-time unit member concurrently fills an additional part-time position in the same or lesser range, the unit member shall be paid on the same step in the additional position as in the position currently held.

### 3.2 Step Increases

- 3.2.1 Step increases shall be granted each July 1, based on a unit member's anniversary date occurring before March 1 of that school year until the unit member reaches the maximum salary step of the class assigned. If the anniversary date is on or after March 1, the step increase shall occur on the second July 1.
- 3.2.2 Throughout this Collective Bargaining Agreement, Anniversary Date is determined as follows: If an employee's hire date is from the 1<sup>st</sup> through the 15<sup>th</sup> of the month, their anniversary date will be the 1<sup>st</sup> of that same month. If an employee's hire date is from the 16<sup>th</sup> to the end of the month, their anniversary date will be the 1<sup>st</sup> of the following month.

### 3.3 Longevity Pay

- 3.3.1 All bargaining unit members shall be eligible for longevity pay based on their anniversary date (See Appendix C).

Increments for part-time employees shall be prorated accordingly.

- 3.3.2 In determining eligibility for such longevity pay, the following leaves do not constitute a break in service.

3.3.2.1 Time spent on earned vacation, sick leave, bereavement leave, industrial accident or illness leave, or FMLA for which salary benefits are provided by the District, and on military leave.

3.3.3 Time served while on substitute or short-term assignment and/or time not in the service of the District exceeding twenty (20) consecutive work days constitutes a break in service.

3.3.4 The service applicable toward longevity pay eligibility shall commence on the beginning date of last continuous employment.

3.3.5 Longevity pay shall be considered pensionable compensation as allowed under CalPERS guidelines and law.

#### 3.4 Mileage, Meals and Lodging

Authorized use of a private vehicle for school district business shall be reimbursed for mileage at the rate established by Board Policy and Administrative Regulation 3350. Such use requires prior approval of the District. Expenses for meals and lodging incurred while on approved District business shall be reimbursed at the rate established by Board Policy and Administrative Regulation 3350. All Board Policies and Administrative Regulations can be found at <http://www.gamutonline.net/districts/santamariajoint/>

#### 3.5 Promotion

3.5.1 An employee who receives a promotion shall be placed in the step of the new higher salary range that will provide a minimum of five percent (5%) increase in regular pay. However, when the promotion involves moving from the top step of one range to the top step of a new range and the top step of the new range is less than a five percent (5%) increase, the employee will receive the top step of the new range. A promotion cannot exceed the negotiated salary schedule.

3.5.2 When an employee is promoted to a higher range within six (6) months of the employee's anniversary date, the District will accept the employee's original

anniversary date for increment consideration from that point forward.

### 3.6 Professional Growth

3.6.1 The District shall continue to make a professional growth program available to unit members for the duration of this contract. The Professional Growth Program is an organized activity to improve performance of employees in the classified service of the District and to provide training enabling employees to gain new skills. In cooperation with the CSEA a point system will qualify participants for salary increments. Supervision of the Professional Growth Program will be provided by the Human Resources Department.

#### 3.6.2 Professional Growth Increment Qualifications

An increment for professional growth shall be \$150 each year for every ten (10) points earned. A professional growth increment will be paid in addition to the regular salary and can extend the maximum salary up to \$1,500 annually. Credit will not be granted when activities are held during regular working hours or if any of the expense is paid by the District. A professional growth increment can be earned by:

3.6.2.1 Course work and/or conferences should be appropriate for work within the same job family and deemed beneficial by the district or related to earning a college degree. Courses must be taken at an accredited university, college, community college or trade school.

Professional Growth Points will be awarded as follows:

Quarter/Semester Conversion

1 Quarter Credit = .67 Semester Credits

1 Semester Credit = 1.5 Quarter Credits

1.5 Quarter Units = 1 Semester Units = 2 Professional Growth Points

3 Quarter Units = 2 Semester Units = 4 Professional Growth Points

3.6.2.2 Credit for attendance at conferences, institutes, lectures, seminars,

conventions and workshops not paid for by the district will be equated as one-quarter (¼) point for eight (8) hours appropriate for work within the same job family and deemed beneficial by the District.

3.6.3 The ten (10) points of each increment may be a combination of any of the areas listed above. When a unit member has qualified for an annual increment and has more points than are required to meet that increment, the points may be carried over and applied to a future increment.

3.6.3.1 The Professional Growth Program Application showing what courses have been applied to professional growth and any points carried over for future increment shall be available to the unit member upon request.

#### 3.6.4 Limitations and Requirements

3.6.4.1 All professional growth candidates must, except for pass-fail courses, obtain a passing grade of "C" or better to receive full credit for the course.

3.6.4.2 Points must have been earned after the employment date with the District.

3.6.4.3 Courses cannot be duplicated for the purpose of earning additional increments.

3.6.4.4 No more than one professional growth increment of \$150 may be granted to a unit member in a single fiscal year.

3.6.4.5 Effective dates for the adjustment or compensation for those completing the required points during any current school year would begin the following July 1.

3.6.4.6 All work must be verified by official transcript or by other acceptable verification and must be filed in the Human Resources Office by June 30 of each year.

3.6.4.7 In order for a unit member to be eligible to receive a professional growth

increment, he/she must have qualified and be in paid status with the District at the time the award is made.

### 3.7 Pay Warrants

3.7.1 Unit members shall be paid once per month in accordance with dates established by the Santa Barbara County Education Office. These dates shall be reflected in the District's Payroll Calendar.

3.7.1.1 In the event there is a conflict with the scheduled payday and the District's holiday schedule, pay warrants shall be issued by delivering the pay warrants to the United States Postal Service for mailing via first class mail, on the day prior to the scheduled payday.

3.7.2 Newly hired unit members whose first day of employment occurs on or before the 15th of the month, shall be paid on the last workday of the month for the actual paid days scheduled in that month. Newly hired unit members whose first day of employment occurs after the 15th of the month, shall ~~have payment~~ be paid by check for the actual paid days scheduled in that month ~~added to the following month's pay warrant~~ no later than the 10<sup>th</sup> of the following month. Thereafter, the balance of the unit member's annual compensation shall be paid monthly in even installments until the end of the school year.

3.7.3 Returning unit members shall be paid for the actual paid days scheduled in the month they return. Thereafter, the balance of the unit member's annual compensation shall be paid monthly in even installments until the end of the school year.

### 3.8 Multilingual Premium

The District may determine that a site or an office requires an individual with oral multilingual skills be available to provide services to non-English speaking parents,



students, and visitors. Determination of sufficient oral multilingual skills shall be the responsibility of the District, based on examination. Employees are eligible for multiple stipends dependent upon District need, and determination of skill in each language. An employee designated by the District to provide oral multilingual skills shall receive a premium of \$125.00 per month during their assigned work year for each designated language. This compensation shall be considered pensionable compensation as special assignment pay according to CalPERS regulations. The District reserves the right to evaluate the need for oral multilingual skills and the payment of the premium at least once per year. There shall be no additional premium applied to classifications that require multilingual skills in their job descriptions as those classification salary ranges already reflect those multilingual duties and responsibilities. Employees no longer required to use oral multilingual skills shall not be asked to perform those duties after the date the District determines the use of that skill is no longer needed.

### 3.9 Specialized Health Care Procedures Premium

3.9.1 The District may determine based on student and classroom need that it is necessary for a unit member to perform specific specialized health care procedures as identified by the District. Unit members who perform specialized health care procedures shall be required to attend District facilitated training in accordance with Education Code sections 49422 and 49423. All trainings shall be at the District's expense and unit members shall be compensated for their time if any trainings are held outside their work day.

3.9.2 Unit members shall receive \$125.00 per month during their assigned work year for each of the specialized health care services for which they have been trained, certified, and authorized by the District to perform. The District reserves the right to evaluate the need for specialized health care procedures as it deems necessary. This compensation shall be considered pensionable compensation as special

assignment pay according to CalPERS regulations.

3.9.3 The number of unit members in each classroom where the District has determined specialized health care procedures are required will be made in consultation with the classroom teacher but shall be no less than two (2).

3.9.4 Unit members will be selected for participation based on (1) willingness to participate and (2) seniority.

### 3.10 Shift Differential

Evening Custodians whose regularly assigned work day ends after 7:00 p.m. shall receive a Shift Differential equal to five percent (5%) above their monthly base salary for all time worked. This Shift Differential shall be pensionable under CalPERS to the extent permitted by law and CalPERS regulations.

### 3.6 Professional Growth

3.6.1 The District shall continue to make a professional growth program available to unit members for the duration of this contract. The Professional Growth Program is an organized activity to improve performance of employees in the classified service of the District and to provide training enabling employees to gain new skills. In cooperation with the CSEA a point system will qualify participants for salary increments. Supervision of the Professional Growth Program will be provided by the Human Resources Department.

#### 3.6.2 Procedure for Course/Conference Approval

3.6.2.1 Course work should be appropriate for work within the same job family or related to earning a college degree.

3.6.2.2 A Professional Growth Approval form must be submitted to the Director of Classified Human Resources for approval for each course, conference, institute, lecture, seminar, workshop or convention prior to the date of attendance. The Professional Growth Approval form shall be made available on the District website. Decision of approval or denial shall be returned to the employee within five (5) working days of receipt.

3.6.2.3 An employee may appeal a denial to a committee comprised of one (1) classified member appointed by the Association and one (1) Human Resources Manager for their decision, which shall be final. The request for appeal shall be in writing and made to the Director of Classified Human Resources.

3.6.2.4 When a unit member has completed a course/conference they shall submit a Request for Payment for Professional Growth Units to the Human Resources Department with the appropriate verification documents as listed on the form. The

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A signature below the date.  
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Request for Payment for Professional Growth Units form shall be made available on the District website.

3.6.32 Professional Growth Increment Qualifications

An increment for professional growth shall be ~~\$225~~ 450 each year for every ten (10) points earned. A professional growth increment will be paid in addition to the regular salary and can extend the maximum salary up to ~~\$2,250~~ 4,500 annually. Credit will not be granted when activities are held during regular working hours or if any of the expense is paid by the District. A professional growth increment can be earned by:

3.6.32.1 Course work and/or conferences should be appropriate for work within the same job family and deemed beneficial by the district or related to earning a college degree. Courses must be taken at an accredited university, college, community college or trade school.

Professional Growth Points will be awarded as follows:

Quarter/Semester Conversion

1 Quarter Credit = .67 Semester Credits

1 Semester Credit = 1.5 Quarter Credits

1.5 Quarter Units = 1 Semester Units = 2 Professional Growth Points

3 Quarter Units = 2 Semester Units = 4 Professional Growth Points

3.6.32.2 Credit for attendance at conferences, institutes, lectures, seminars, conventions and workshops not paid for by the district will be equated as one-quarter (¼) point for eight (8) hours appropriate for work within the same job family and deemed beneficial by the District.

3.6.43 The ten (10) points of each increment may be a combination of any of the areas listed above. When a unit member has qualified for an annual increment and has more points than are required to meet that increment, the points ~~may~~ shall be carried over and applied to a future increment.

3.6.~~43~~.1 The Professional Growth Program Application showing what courses have been applied to professional growth and any points carried over for future increment shall be available to the unit member upon request.

3.6.54 Limitations and Requirements

3.6.54.1 All professional growth candidates must, except for pass-fail courses, obtain a passing grade of "C" or better to receive full credit for the course.

3.6.54.2 Points must have been earned after the employment date with the District.

3.6.54.3 Courses cannot be duplicated for the purpose of earning additional increments.

3.6.54.4 No more than ~~two~~ one professional growth increment of ~~\$225~~150 may be granted to a unit member in a single fiscal year.

3.6.54.5 Effective dates for the adjustment or compensation for those completing the required points during any current school year would begin the following July 1.

3.6.54.6 All work must be verified by official transcript or by other acceptable verification and must be filed in the Human Resources Office by June 30 of each year.

3.6.54.7 In order for a unit member to be eligible to receive a professional growth increment, he/she must have qualified and be in paid status with the District at the time the award is made.

## ARTICLE 5

### EMPLOYEE EXPENSES AND MATERIALS

#### 5.1 Uniforms and Protective Clothing

5.1.1 Unit members provided uniforms by the District shall be required to wear the provided uniform as intended during all work hours. The unit member will be responsible for laundering and for the minor repair of the uniform.

5.1.2 A request by the unit member for the replacement of uniforms that may be defective, badly damaged and/or no longer effective shall be made to their immediate supervisor.

5.1.3 The unit member will be responsible for the replacement of lost uniforms, or uniforms damaged or destroyed if purposefully misused.

5.1.4 The District agrees to provide all tools, equipment and supplies reasonably necessary for the performance of employment duties.

5.1.4.1 Should the duties of an employee reasonably require the use of Personal Protective Equipment, the District will furnish the equipment.

5.1.5 The District will provide safety footwear upon request and approval by the immediate supervisor. The District's contribution shall not exceed ~~\$130.00~~ \$160.00. If the cost exceeds ~~\$130.00~~ \$160.00, the employee will be responsible for the balance.

5.1.5.1 Unit members provided safety footwear by the District shall be required to wear the provided safety footwear as intended during all work hours.

5.1.5.2 Safety footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries shall not be worn. A request by the unit member for replacement safety footwear that may be defective and/or no longer effective shall be made to their immediate

supervisor.

5.1.6 Unit members assigned to a School Site Health Office shall be eligible to receive reimbursement for the purchase of scrubs to be worn during their work day.

5.1.6.1 The allowed reimbursement will be no more than \$250.00 per school year (August through June).

5.1.6.2 The purchased scrubs should have a professional appearance and maintain a positive impression of the school.

## 5.2 Medical Examination

The District will pay for the cost of any medical examination required by the District for continued employment. The Superintendent may select or approve the doctor. The doctor selected shall be a State of California licensed physician. The District shall only require a medical examination of current employees if they have directly observed performance problems or symptoms which may indicate that the employee may have a medical condition that will prevent them from performing their essential job functions or pose a direct threat to staff, students, and/or the public. When the District is asking for a fitness for duty examination, they shall provide the doctor with a copy of the affected employee's job description. The doctor shall only be asked to determine whether or not the affected employee can perform the duties found in that job description. If the doctor determines that the employee cannot, the District shall ask the doctor to provide any limitations and if those limitations are temporary or permanent in nature. The District shall commence an interactive process with the employee to determine reasonable accommodations regarding any limitations. The employee may be represented by CSEA in this process should they choose to be.

## 5.3 Other Equipment

Unit members shall not be required to use their personal equipment for District

business.

5.4 District Property

Upon separation from the District, employees shall return all District clothing and equipment.

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ARTICLE 6

HOLIDAYS

6.1 Scheduled Holidays

6.1.1 The District agrees to provide eligible unit members with the following paid holidays:

<u>HOLIDAY</u>	<u>DAY/DATE OBSERVED</u>
New Year's Day .....	January 1
Martin Luther King, Jr. ....	Third Monday in January
Lincoln's Day .....	As mutually agreed upon
Washington's Day.....	Third Monday in February
Spring Vacation Day.....	<del>Good Friday</del> <b><u>As mutually agreed upon</u></b>
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day .....	First Monday in September
Veteran's Day .....	November 11
Thanksgiving Day .....	Thursday proclaimed by the President and the following Friday
Admission Day (in-lieu of September 9) .....	December 23
Christmas Eve .....	December 24
Christmas Day .....	December 25
New Year's Eve .....	December 31

6.1.2 The Association and the District shall mutually develop calendar proposals prior to adoption by the District Board of Education in April.

6.1.3 When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

6.1.4 For an employee who works a non-traditional work-week, if a holiday falls on a scheduled day off, the holiday will be observed as follows: If the scheduled holiday falls on the first day of the employee's two (2) consecutive days off, the holiday will be observed on the work day immediately before the scheduled holiday. If the scheduled holiday falls on the second day of the employee's two (2) consecutive days off, the holiday will be observed on the work day

immediately after the scheduled holiday.

6.1.5 Unit members required to work on the regular holiday for which another day is designated, and for work of eight (8) hours or less, shall be paid compensation at their regular rate of pay.

6.1.6 Holiday pay (see §2.5.8)

6.2 Holiday Eligibility

6.2.1 Unit members must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

6.2.2 Unit members who are not normally working during Winter and Spring recess shall be paid for designated holidays provided they were in paid status on the working day preceding or succeeding the recess period.

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L. G. [Signature]  
[Signature]  
[Signature]  
Carla [Signature]  
L.R., CSEA  
[Signature]  
[Signature]  
[Signature]  
Ypranda [Signature]

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ARTICLE 8

LEAVES OF ABSENCE

A guide to leave referenced in the Collective Bargaining Agreement is available in Appendix F.

8.1 Leaves of Absence-General

8.1.1 Leaves of absence are authorized time away from work and may be with or without pay. A unit member who is absent from work other than for those periods as authorized by the leave provisions of this Agreement is taking an unauthorized absence in violation of this Agreement. Any unit member who is absent from work without authorized leave, or who fails to return to work as scheduled, shall be subject to disciplinary action, which may include a deduction of salary equal to the ratio of days absent.

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8.1.2 Unit members are required to request all leaves of absence except sick leave, industrial accident or illness leave, or bereavement leave. All requests must receive a response from the supervisor within a timely manner. Except in emergencies, leaves of absence may not commence prior to approval.

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8.1.3 For those absences not requiring prior approval, unit members must notify the site administrator or named site designee of their need to be absent prior to the start of their normal reporting time or their leave compensation will be withheld.

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[Signature]*

8.1.3.1 Night Custodians, Food Service staff, and transportation personnel must contact their supervisor at least one (1) hour prior to their normal reporting time.

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8.1.4 A unit member on sick leave and/or personal necessity leave shall not be gainfully employed by any other employer.

8.1.5 A unit member who fails to return to work at the expiration of approved leave, without notice to the District, shall be deemed absent without leave and may be subject to disciplinary action.

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8.1.6 Members of the immediate family shall mean the mother, father, grandmother, grandfather, or grandchild of the unit member, or of the spouse/domestic partner of the unit member, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-mother, step-father, step-son, step-daughter, step-brother or step-sister of the unit member, or any relative living in the immediate household of the unit member.

8.1.7 Leave statements are available through the employee on-line portal.

## 8.2 **Bereavement Leave**

8.2.1 The District agrees to grant necessary leave of absence with pay at the unit member's regular rate not to exceed five (5) days on account of the death of any member of the immediate family of the unit member.

8.2.2 Members of the unit may request permission of their immediate supervisor to be absent without pay on account of any death not covered in 8.1.6 designated as immediate family.

8.2.3 Members of the unit may be required to provide proof of eligibility for bereavement leave benefits.

## 8.3 **Judicial Leave**

8.3.1 The District agrees to grant to members of the unit regularly called for jury duty in the manner provided by law, or subpoenaed to appear as a witness in court other than as a litigant or as a witness against the District, leave of absence without loss of pay for time the unit member is required to perform jury or witness duty during the unit member's regularly assigned working hours. Unit members so called for jury duty or witness duty must notify the District of service date(s) upon receiving said notice from officers of the court. Unit members shall reimburse the District for the amount received for jury duty or as a witness, less meals, travel or parking allowances.

8.3.2 Unit members are required to work during any portion of the day in which jury duty or witness services are not required.

8.3.3 Employees whose regular shift commences at 3:00 p.m. or thereafter, shall be relieved from work with pay on days they have served at least four (4) hours on jury duty.

8.3.4 The District may require verification of jury duty time prior to or subsequent to providing judicial leave.

#### 8.4 **Military Leave**

Members of the unit shall be granted any military leave to which they are entitled, under law, as Classified school employees. Unit members shall request military leaves to the Human Resources Department in writing as soon as they receive orders to report for duty, and, upon request, supply the District with "orders" and status report.

#### 8.5 **Sick Leave**

8.5.1 Sick leave is the authorized absence of a unit member due to a temporary disability preventing the unit member from working.

8.5.2 Legal holidays, Saturdays and Sundays shall not be counted as any part of sick leave unless the unit member is obligated to work on such days.

8.5.3 Except as required by statute, no remuneration will be paid for unused sick leave upon separation from the District.

8.5.4 Upon separation from the District, any absence due to temporary disability beyond authorized sick leave shall be deducted from any salary due the unit member.

8.5.5 When unit members are absent due to illness or personal necessity for less than a full day, their sick leave will be charged one (1) hour for every hour of absence, in increments rounded up to the next quarter hour.

8.5.6 If possible, medical and dental appointments should be scheduled outside of

working hours.

8.5.7 Members of the unit shall be entitled to one (1) day sick leave for each month worked.

8.5.8 Sick leave days not taken shall be accumulated from year to year.

8.5.9 Once a year, each regular unit member shall be entitled to additional non-accumulated sick leave in an amount that when added to his/her accumulated sick leave shall not exceed one hundred (100) working days. Such days of sick leave shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary.

8.5.9.1 When a unit member's accumulated sick leave is exhausted, he/she may request the district use any accumulated vacation to supplement the fifty-percent (50%) sick leave pay until such accumulated vacation leave is exhausted. Requests are made through the Human Resources Department.

8.5.10 After three (3) consecutive days of absence, the Human Resources Department may require a doctor's certificate attesting to the unit member's illness during the absence.

8.5.11 **Kin Care**

Bargaining unit members may use up to one-half of their annual accrual of sick leave for the care of a parent, child, spouse, or domestic partner, parent-in-law, sibling, grandchild, or grandparent for the diagnosis, care, or treatment of an existing health condition or preventative care.

8.6 **Industrial Accident and Illness Leave**

8.6.1 A unit member absent from duty because of illness or injury resulting from industrial accident qualifying for Worker's Compensation shall be entitled to an industrial accident or illness leave of absence, not to exceed sixty (60) working days

for the same accident or illness.

8.6.2 When a unit member incurs an industrial accident or illness, it shall be reported to the immediate supervisor before the close of the working day in which the accident or illness occurs. An industrial incident report (SIPE Form 6-588-1) shall be filed with the Human Resources Department within seventy-two (72) hours of such time the accident or illness occurred.

8.6.3 For any days of absence from duty as a result of the same industrial accident whether the unit member receives salary payments under industrial accident leave, other paid leave, or vacation, the unit member shall endorse to the District any wage loss benefit check from the Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had the industrial accident or illness not occurred.

## 8.7 **Personal Necessity**

8.7.1 Members of the unit are required to request personal necessity leave from their immediate supervisor prior to the beginning of the work shift in which the absence is requested. Supervisors may waive this requirement in cases of extreme emergency.

8.7.2 A maximum of nine (9) days of absence per year for illness or injury leave earned pursuant to the sick leave provisions of this Agreement, may be used by the unit member, at his/her election, in cases of personal necessity, including any of the following:

8.7.2.1 Death of a member of the unit member's immediate family when additional leave is required beyond that provided in the bereavement leave provisions of this Agreement.

8.7.2.2 Death of a relative or friend of the unit member not included in the

bereavement leave.

8.7.2.3 Accident involving the property of the unit member or their immediate family, or the illness of the unit member's immediate family requiring the unit members presence.

8.7.2.4 Appearance in any court or before any administrative tribunal **not covered in 8.3.1** ~~as a litigant, party, or witness under subpoena or any order made with jurisdiction, except to the extent otherwise provided when serving as a witness in court under "judicial leave".~~

8.7.2.5 Personal presence of the parent for the birth, adoption, or care of a child.

8.7.2.6 Unforeseen circumstances involving transportation or weather conditions that prevent the unit member from traveling to work.

**8.7.2.7 Unforeseen specific family responsibilities or family obligations which require the personal presence of the unit member during working hours.**

8.7.3 Members of the unit are required to request personal necessity leave from their immediate supervisor prior to the beginning of the work shift in which the absence is requested. Supervisors may waive this requirement in cases of extreme emergency.

8.7.4 A unit member who is denied the use of personal necessity leave which results in a pay adjustment or charge of another leave type, may appeal the decision by requesting a meeting with the Assistant Superintendent of Human Resources. The appeal shall be made as soon as possible, but no later than thirty (30) days after receipt of the final leave statement for the fiscal year.

8.7.5 Upon return from a personal necessity leave, unit members shall be required to document the absence and may also be required to provide verification.

8.7.6 **Personal Business**



8.7.6.1 Unit members shall be entitled to use two (2) days per year of their nine (9) maximum Personal Necessity days leave under this section for personal business which cannot be transacted outside of assigned working hours. This day of leave may not be used for purposes of extending holidays and vacations.

8.7.6.2 The reason for use of Personal Business does not need to be disclosed. A Unit member on Personal Business leave shall not be gainfully employed by any other employer.

## 8.8 **Leave of Absence Without Pay**

8.8.1 Leave of absence without pay must be requested in writing to the Human Resources Department and may be granted to a unit member for any of the following reasons:

8.8.1.1 Attend school or college to be trained to improve the quality of service or prepare for promotion.

8.8.1.2 Temporarily incapacitated by illness.

8.8.1.3 Loaned to another governmental agency for the performance of a specific assignment.

8.8.1.4 Maternity or paternity.

8.8.1.5 Other reasons authorized by the Superintendent.

8.8.2 Authorized leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time the leave is granted shall be retained but not increased by the unit member; however, vacation credits, sick leave credits, increases in salary, and other benefits shall not accrue to a unit member granted such leave during the period of absence. A unit member returning from a leave of absence without pay shall receive the same step in the salary range received when leave of absence began. Time spent on such leave without pay

shall not count toward service for step increases or career increments and the unit member's anniversary date shall be postponed one (1) calendar month for each month of leave or major fraction thereof taken.

8.8.3 A unit member on leave of absence without pay shall be entitled to continued coverage under the medical, dental and vision plans for the duration of this Agreement provided that:

8.8.3.1 The benefit policies in effect permit such continued coverage.

8.8.3.2 Application for such continued coverage is made pursuant to forms and procedures, including prior payment of premiums, established by the District.

8.8.4 For leaves of absence six (6) months or longer, the unit member is to notify the District in writing of his/her intent to return to work no later than thirty (30) days prior to the expiration of the leave. The District will send a notice to the employee at the last known address at least forty-five (45) days prior to the expiration of the leave. If there is no response, the District will send a certified letter. Failure to respond within fourteen (14) days prior to the expiration of the leave could lead to disciplinary action up to and including dismissal.

#### 8.9 **Family Care and Medical Leave**

The District will provide family care and medical leave in accordance with all state and federal provisions. Bargaining unit members may review the provisions of the Family Medical Leave Act (FMLA) at: [www.dol.gov/whd/fmla/](http://www.dol.gov/whd/fmla/).

#### 8.10 **Floating Discretionary Days**

8.10.1 All bargaining unit members shall be provided two (2) non-accumulative Floating Discretionary Days (FDD) off each fiscal year, to be taken at any point during the fiscal year, upon prior approval of their immediate supervisor. FDD days shall be requested and receive approval prior to May 1 of each year, for use by June 30 of

the same year. If it is not used prior to June 30, each year, the floating discretionary days off are forfeited.

8.10.2 Floating Discretionary Days shall be used in full-day or half-day increments.

8.10.3 Unit members whose start date is on or after March 1 through June 30 shall not be granted Floating Discretionary Days until July 1 of the following school year.

8.10.4 Bus Drivers and Transportation Attendants are exempt from receiving the two (2) Floating Discretionary Days (FDD's). Bus Drivers and Transportation Attendants will be paid for their regular hours equivalent to the two (2) FDD's.

#### 8.11 **Catastrophic Leave**

8.11.1 Catastrophic leave shall be available to all permanent classified employees as set forth in Education Code §44043.5, inclusive:

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for the family, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

8.11.2 A permanent classified employee (or a representative of the member) may request donations of sick leave under this catastrophic leave program for illness or injury, except industrial injuries.

8.11.3 In the event the employee is requesting catastrophic leave to provide care for a member of the employee's family, the family shall be defined as set forth by Family Medical Leave Act, in Section 8.9

8.11.4 The classified employee must exhaust all other leave, including sick leave, vacation, or any other accrued time, prior to the receipt of the donated time.

8.11.5 Upon requesting donations under this program, the member (or representative)

shall submit an application to the Human Resources Department and provide verification of the catastrophic illness or injury from a licensed physician indicating the nature and extent of the illness or injury, the projected date of employee's return to work, and a statement that the employee is unable to work due to the illness or injury.

- 8.11.6 When the Human Resources Department receives a request from an employee who provides the district with authorization, the district will solicit donations, or accept donations if the employee informs the district to refrain from solicitation.
- 8.11.7 Classified employees may make voluntary donations, in hours, not to exceed five (5) days of the donor. Classified donors must have one (1) year's worth of accrued, unused sick leave after any donation is made.
- 8.11.8 Donations shall be processed in the order in which the donation is received by the Human Resources Department on the appropriate form. Donations shall not be deducted until they are transferred to the requesting employee. If an employee wishes to donate more than five (5) days to any one individual, donations will be deducted in five (5) day increments after all other donations have been applied.
- 8.11.9 Transfer of donations shall be applied to the requesting employee in weekly increments to cover each day he/she is absent. The requesting employee shall receive his/her regular rate of pay when receiving donated time.
- 8.11.10 The Assistant Superintendent of Human Resources may, upon verification of a catastrophic need from an employee's family, and exhaustion of Personal Necessity Leave and all other leave categories, authorize remaining sick leave be used in the event of a member's spouse or child's illness or injury that would otherwise qualify as catastrophic illness as defined in Section 8.7.
- 8.11.11 Family Medical Leave Act time will run concurrently with Catastrophic Leave.

8.11.12 Catastrophic Leave can be used for a maximum of ninety (90) days. An employee may re-apply for an additional ninety (90) days.

## 8.11 Catastrophic Leave Bank Program

8.11.1 The catastrophic illness program is to address the need of an individual who **is ill** ~~has been~~ **or** incapacitated and who has exhausted all leave benefits, vacation, and other paid time off. ~~It is understood that this leave program is intended for exceptional cases and is not to be considered or treated as a routine extension of paid status for those who have by previous absences used up their sick leave and vacation leave if applicable.~~

### 8.11.2 Terms

8.11.2.1 "Catastrophic illness" means an illness **or injury** that is expected to incapacitate the employee for over nine (9) consecutive duty days or incapacitate a member of the employee's family, defined as mother, father, children, registered domestic partner, or spouse, for over nine (9) consecutive duty days which requires the employee to take time off work during that entire period of time to care for that family member.

#### 8.11.2.2 "Hours"

- a. shall accumulate from year to year.
- b. shall be contributed to the Bank and withdrawn from the Bank without regard to the hourly rate of pay of Catastrophic Leave Bank participants

8.11.2.3 "Day" is the normal number of work hours in a given employee's assigned workday.

8.11.2.4 "Committee" will consist of ~~two~~ **three** bargaining unit members appointed by the CSEA Chapter President **and one non-voting advisory member of Administration appointed by Human Resources.** The appointed **bargaining unit** members shall be **subject to the discretion of the CSEA Chapter Executive Board**

**and may be removed and replaced at will.**

8.11.2.5 “Member of the Bank” is an employee who has made a contribution within the prescribed time period, both initially, yearly or whenever required by this Agreement.

### 8.11.3 ELIGIBILITY AND CONTRIBUTIONS

8.11.3.1 All “permanent” classified employees on active duty, “upon completion of probationary period,” with the District are eligible.

8.11.3.2 Participation is voluntary, but withdrawal of hours requires an employee to be a member of the Bank.

8.11.3.3 Current classified employees may ~~must~~ become a member of the Bank by October 31, of each successor contract year. ~~2022, thereafter, only~~ **Employees with a change of status that results in an increased accrual of Sick Leave, an increase in range, a returning from a leave of absence, or new employees may join. ~~Returning employees and new hires must join within~~ 60 days of becoming eligible. The District will provide all employees with the appropriate forms.**

8.11.3.4 An employee may terminate membership at any time. The employee shall then not be eligible to draw from the Bank or rejoin the Bank during the duration of their current period of employment, unless one of the above referenced in 8.11.3.3 occurs. The time previously donated by a canceling employee is part of the Bank and will not be returned.

8.11.3.5 The annual rate of contribution will be one “day”. The yearly assessment shall be made between July 1 and October 1 of each school year.

8.11.3.6 If the number of hours in the Bank at the beginning of the school year exceeds 4,000 3,000, no contribution shall be required during that school year. Participants joining the Bank for the first time and/or

returning from leave shall be required to contribute one day to the Bank for that year.

8.11.3.7 An employee who is retiring may contribute unused sick leave up to the equivalent of ten (10) of their workdays.

#### 8.11.4 ADMINISTRATION OF THE BANK

8.11.4.1 The Catastrophic Leave Bank Committee shall be responsible for maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of the requests, approving, or denying the requests and communicating its decisions, in writing, to the participants.

8.11.4.2 The Committee may grant, partially grant, or reject a withdrawal request based on withdrawal criteria.

8.11.4.3 All deliberations are confidential as are all medical reports and information submitted to the Committee.

8.11.4.4 Applications shall be reviewed, and the decision of the Committee be reported to the applicant in writing within ten (10) working days of receipt of the application and any required supporting documentation.

#### 8.11.5 WITHDRAWALS

8.11.5.1 A request for withdrawal may be made when it has been determined that all **accrued** leave has been exhausted. Requesting employees should apply for Catastrophic Leave prior to exhausting all **accrued** paid leave. ~~At no time shall donated sick leave be applied to a pay period that has been closed and for which a pay warrant has been issued.~~

8.11.5.2 If an employee is incapacitated, the employee's agent or member of the family may submit the request.

8.11.5.3 Withdrawals from the Bank shall be granted in units of no more than **30**



24 workdays. (Workdays will be converted into the number of hours needed by the recipient). Maximum withdrawals shall not exceed **recipient's work days in a work year.** ~~63 days per incident.~~

8.11.5.4 A request for withdrawal must be accompanied by a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. If the request is for an extension, new statements of the illness must be presented.

8.11.5.5 In cases of extension request, the committee may request a medical review by a physician of the committee's choice at the participant's expense. The committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review shall terminate the participant's continued withdrawal from the bank.

8.11.5.6 An employee may not receive the benefits of this leave while receiving monies or leave from Workers' Compensation, PERS disability, or STRS disability.



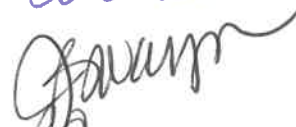


~~8.11.5.7 Due to the subjective nature of diagnosis for stress and other psychological illnesses, such illnesses shall not qualify for Catastrophic Leave unless it involves extended hospitalization. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide leave. If the Committee denies a request for withdrawal because of insufficient days to fund the request, the participant will be notified in writing.~~




#### 8.11.6 APPEAL PROCESS

8.11.6.1 Catastrophic Leave Bank participants whose requests are denied may, within 30 days of denial, appeal in writing, to the CSEA Executive Board.

If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or family member may process the appeal. The Executive Board of the Association shall hold a hearing within fifteen (15) work days of the appeal. The Executive Board shall issue a confidential written decision within fifteen (15) work days of the appeal.

8.11.6.2 The decision of the CSEA Executive Board is final.

  
Carlos López, CSEA  
  
  
  


9/16/2022  
  
Yvonne O., SWS UHSD  
  


ARTICLE 9  
JOB VACANCIES

9.1 Job Vacancy Posting

9.1.1 All unit vacancies shall be ~~posted on bulletin boards at each work site and a copy~~ sent via electronic mail to all bargaining unit members by the District not less than seven (7) days ~~at designated work locations~~ prior to being permanently filled. Any employee may apply for a vacant position with the Human Resources Department. Bargaining unit transfer requests shall be considered pursuant to Article 10 prior to any hiring process being initiated by the District.

9.1.2 For the purpose of this provision, a unit vacancy is any unit position which is new, vacated or which remains unfilled for more than sixty (60) calendar days. Posting does not apply to any unit position held by a unit member who is on an approved leave and has rights to return to their position (for example, a unit member on sick leave, extended sick leave, Industrial Accident and Illness Leave, workers' compensation, Family Medical Leave, etc.).

9.1.3 Applicants who meet the job vacancy qualifications and the District-established guidelines of the screening process will be eligible for an interview.

**9.1.3.1 The screening process includes, but is not limited to, test scores, education and work experience as required by the job description, and review of required items such as licenses and/or certifications.**

9.1.4 Any employee on leave or layoff who has requested notification of a specific job vacancy and has provided a self-addressed stamped envelope to the Human Resources Department will be mailed a notice of such vacancy.

9.1.5 A unit member has the option of taking a written test for any position in the District

even if that position currently does not have a vacancy. The test may only be taken once in a six (6) month period, unless a new vacancy occurs and you are invited to re-test. The most recent score on the current test will be the prevailing score. For the purposes of this section, employees shall use their personal time.

9.1.6 The District shall take into consideration seniority when all else is equal.

9.1.7 The CSEA Chapter President shall be notified a minimum of five (5) working days prior to all interviews.

## ~~9.2 Temporary Higher Classification Vacancy~~

~~9.2.1 In the absence of the regular incumbent, qualified employees shall be offered the opportunity to work in a higher classification. Those who have previously passed the required District test for the Temporary Higher Classification vacancy will be invited to submit a letter of interest outlining their qualifications. The most senior qualified employee shall be offered the opportunity to work in the assignment. The following sequence of eligibility shall be utilized:~~

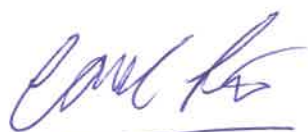
- ~~a. Site~~
- ~~b. Within job family district wide~~
- ~~c. Outside job family district wide~~
- ~~d. 30 month rehire list~~
- ~~e. Outside relief personnel~~

~~9.2.2 The District shall have discretion to assign the Temporary Higher Classification hours as needed. The immediate supervisor(s) of the affected position(s) shall prioritize the workload(s) for those serving in the Temporary Higher Classification(s).~~

~~9.2.3 The District retains the right to fill, or not fill, the position. Substitute or outside relief personnel, if needed, shall be brought in at the lower classification in the department or work site after all higher classifications have been filled by unit members.~~

~~9.2.4 If an employee is placed in a temporary higher classification assignment or a~~

~~temporary vacancy and during the course of the temporary assignment is selected to fill said position on a permanent basis, the hours worked in the temporary assignment shall be counted as time served toward the probationary period in that position. Evaluation procedures shall be the same as for regular promotional assignments. Seniority shall be accrued from the first day of the temporary assignment to such position if the unit member is selected to fill the position on a permanent basis.~~



Carlos Lopez, CSEA



Yolanda Orellana, SMSU HRD



9/14/2022

## ARTICLE 10

### TRANSFERS

10.1 A transfer is defined as a change of job site, and/or a change from one assignment to another assignment within the same classification. Changes of work schedules shall be handled pursuant to Article 2.

#### 10.2 Voluntary Transfers

10.2.1 Any unit member may request a transfer at any time. Such requests shall be made on a Transfer Request Form that is mutually agreed upon by the District and CSEA. The completed Transfer Request Form shall be submitted to the Human Resources Office. Transfer Request Forms shall remain active for the fiscal year in which submitted **and will expire on June 30<sup>th</sup> of each year.** New transfer requests shall be submitted in order to be considered for a new fiscal year.

10.2.2 **Permanent Unit** members **in good** standing requesting a transfer shall be informally interviewed by the approving **immediate** supervisor where the opening exists. Transfer applicants shall be timely notified of the result of that interview.

**10.2.2.1: A member in good standing is defined as an employee who has no recent written discipline (within the past two (2) years), has acceptable attendance as reflected in the most recent evaluation, and must not be on an improvement plan.**

**10.2.3 The immediate supervisor shall consider transfer requests based upon (i) special skills and qualifications of the employee, (ii) needs of the site and/or District, (iii) evaluations of the employee, and (iiii) years of service of the employee with the District.**

**10.2.4 If more than three (3) employees request a transfer for the same assignment, the first three (3) in order of seniority will be given an interview and**

consideration.

10.2.35 Transfers shall be considered prior to any positions being posted for hiring pursuant to Article 9.

### **10.3 Increased Hours Transfers**

**10.3.1 A vacant position for the purposes of an increased hours transfer shall be defined as:**

**a. A new position created by the District which will result in additional assigned time on the basis of hours, days, or months to a current employee;**

**or**

**b. An existing position which is vacated by the incumbent which will result in additional assigned time on the basis of hours, days, or months to a current employee.**

**10.3.2 Vacancies as defined in 10.3.1 will be sent via electronic mail to all bargaining unit members. Permanent unit members in good standing in the same classification shall submit an Increased Hours Transfer form to the Human Resources Office by the stated deadline in order to be considered.**

**10.3.3 The immediate supervisor shall consider increased hours transfer requests based upon (i) special skills and qualifications of the employee, (ii) needs of the site and/or District, (iii) evaluations of the employee, and (iiii) years of service of the employee with the District.**

**10.3.4 If more than three (3) employees request a transfer for the same assignment, the first three (3) in order of seniority will be given an interview and consideration.**

**10.3.5 Transfers shall be considered prior to any positions being posted for hiring**

pursuant to Article 9.

**10.34 Involuntary Transfers**

Transfers of unit members may be initiated by the District. Prior to making the decision on the transfer, a conference will be held with the unit member, and a representative of the Association in order to discuss the reasons for the transfer.

10.34.1 The reasons for a transfer may include, but shall not be limited to:

10.34.1.1 A change in enrollment or workload.

10.34.1.2 Resolution of employee/employer conflicts not encompassing the abilities or suitability of the employee.

10.34.1.3 The needs and efficient operation of the District which shall not be arbitrary and capricious.

10.34.2 Involuntary Transfers shall not be made for punitive reasons, and if for disciplinary reasons shall only occur after the affected unit member has been afforded their due process rights prior to implementation of any such transfer.

*[Handwritten signatures and notes in blue ink]*

8/22/22

SA [Signature]

[Signature] [Signature] Yolanda [Signature]

[Signature] [Signature] [Signature]

SA [Signature] [Signature]



ARTICLE 11

PERSONNEL RECORDS

- 11.1 An official personnel file shall be established for each unit member. Unit members shall be provided with copies of any derogatory written material prior to placement in the unit member's personnel file. The unit member shall be given an opportunity to initial and date the material and **be given at least 10 days** to prepare a written response to such material. The written response shall be attached to the material. The material shall not be considered without the attached response which shall be given equal consideration with the supervisor's document.
- 11.2 A unit member shall have the right to examine and/or obtain copies of any material from the unit member's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved. The District may require notice and adequate supervision of such examination and require reimbursement for the costs of any material reproduced.
- 11.3 Any written materials placed in the personnel file shall indicate the date of such placement.



12.1 New employees shall be formally evaluated at least twice ~~once~~ during their probationary period. The first evaluation should occur at two (2) months or forty (40) workdays, whichever is greater. The second evaluation should occur at four (4) months or eighty (80) workdays, whichever is greater. ~~and a second evaluation between the ninth (9<sup>th</sup>) and eleventh (11<sup>th</sup>) month of their twelve (12) months of probationary employment.~~

12.1.1 During the probationary period which shall not exceed six (6) months or one hundred and thirty (130) days of paid service, whichever is greater ~~12-month probationary period,~~ a classified unit member may be released without cause.



## ARTICLE 13

### GRIEVANCE PROCEDURES

13.1 The purpose of these grievance procedures is to secure mutually agreeable solutions to the problems which may arise concerning the application of this Agreement.

Any grievance based upon a complaint that the employee has been placed on the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, shall be filed directly with the Human Resources Department. The decisions of the Human Resources Department may be appealed to the Superintendent in writing pursuant to the procedures in Level 3.

13.2 Definitions

13.2.1 A "grievance" is any written alleged violation of a provision of this Agreement, filed by one or more specifically named employees in the unit, or by the Association on behalf of the unit.

13.2.2 A "grievant" is a unit member, or the union, who is adversely affected by the alleged violation of the provisions of this Agreement, and who proceeds with a grievance in accordance with these procedures.

13.2.3 A "day" is any day on which the District office is open for business.

13.2.4 A "party in interest" is any unit member making the claim, any person who might be required to take action or against whom action might be taken to resolve the claim, and the unit member's representative.

13.2.5 A "site administrator" is the top ranking designated manager of the unit member.

13.2.6 An "immediate supervisor" is the lowest level supervisor designated by the District to adjust grievances, and who has direct responsibility for the grievant or a specific work site.

13.3 ~~Level 1 - Immediate Supervisor~~ **Informal Problem Solving**

13.3.1 Within twenty (20) days after an act or condition occurs that may be a violation

of the provisions of this Agreement, the grievant(s) shall request a meeting present a written grievance of the alleged violation to with the immediate supervisor. This meeting is an informal discussion and an attempt to resolve the issue presented. If the immediate supervisor does not respond within five (5) days, the issue will become a Level 1 Grievance. The grievance is considered informal at this level, with the written grievance serving to provide clarity to the immediate supervisor for an the informal discussion and problem solving.

If the issue is resolved at the informal problem solving meeting, CSEA will memorialize the resolution by emailing the member, immediate supervisor, and Director of Classified Human Resources.

If the issue is not resolved at the informal problem solving meeting, it will become a Level 1 Grievance to be filed with the Director of Classified Human Resources.

#### 13.4 Level 1- Human Resources

13.4.1 The written grievance will be presented to the Director of Classified Human Resources immediate supervisor on a mutually agreed upon form that is posted on the District website and attached to this Agreement as Appendix E.

The components of the written grievance shall include:

- (a) The name of the grievant;
- (b) The provision(s) of this Agreement alleged to have been violated;
- (c) A statement describing how the District is alleged to have violated this Agreement (including all names, dates, and places necessary for a complete understanding of the grievance);
- (d) The proposed remedy to the grievance.

Should the grievant be the union, and the alleged act or condition occurred

where there is no identifiable immediate supervisor or the alleged act or occurrence is at more than one location, the union shall file formally at Level 1 2 of these grievance procedures within twenty (20) days of the alleged act or occurrence.

13. ~~43~~.2 The Director of Classified Human Resources ~~immediate supervisor~~ shall meet with the grievant(s) within three (3) days of being presented the written grievance in order to find a mutually agreeable solution ~~at this informal stage of the grievance procedures.~~

13. ~~43~~.3 The Director of Classified Human Resources ~~immediate supervisor~~ shall issue a written decision to the grievant(s) within three (3) days of the ~~informal problem-solving~~ meeting.

13. ~~43~~.4 Should the grievant(s) not be satisfied with the decision of the Director of Classified Human Resources ~~immediate supervisor~~, or should the timelines stated in 13. ~~43~~.2 or 13. ~~43~~.3 not be followed, the grievant(s) may proceed to Level 2 of these grievance procedures. ~~Proceeding to Level 2 shall make the grievance formal.~~

13.4. ~~54~~ Should the grievant(s) not be satisfied with the Level 1 2 decision, or should the Level 1 2 timelines not be followed, the grievant(s) may proceed to Level 2 3 of these grievance procedures within five (5) days of that occurrence.

#### ~~13.4~~ ~~Level 2~~ ~~Human Resources~~

13.4.1 ~~If the matter is not resolved informally at Level 1, the grievant(s) may present the written grievance to the Human Resources Department within five (5) days after the date of the informal problem-solving written decision. The written grievance shall have the informal Level 1 decision of the immediate supervisor attached.~~

~~13.4.2 The Human Resources Department shall meet with the grievant(s) within three (3) days of being presented with the written grievance to consider the grievance issues.~~

~~13.4.3 The Human Resources Department shall issue a written decision to the grievant(s) no later than three (3) days after the Level 2 meeting.~~

13.5 Level 23 – Superintendent or Designee (The designee shall not be the same individual from Level 1 or 2)

13.5.1 The grievant(s) may present the written grievance to the Superintendent or designee for consideration at Level 23. The Level 12 decision shall be attached to the written grievance.

13.5.2 The Superintendent or designee shall meet with the grievant(s) within three (3) days of being presented with the written grievance to consider the grievance issues.

13.5.3 The Superintendent or designee shall issue a written decision to the grievant(s) no later than three (3) days after the Level 23 meeting.

13.5.4 Should the grievant(s) not be satisfied with the Level 23 decision, or should the Level 23 timelines not be followed, the grievant(s) may proceed to Level 34 or 45 of these grievance procedures.

13.6 Level 34 – Optional Mediation

13.6.1 A request by either party for mediation shall be made within five (5) days of the Level 23 decision.

13.6.2 The grievance shall be mediated by a neutral party appointed by the California State Mediation and Conciliation Service. A meeting shall be set based upon the first availability of the Mediator, District, and Grievant.

13.6.3 Should there be no agreeable resolution reached in mediation, or the mediation not occur, the grievant(s) may move the grievance to Level ~~45~~ of these grievance procedures.

13.7 Level ~~45~~ – Arbitration

13.7.1 A request to move a grievance to Level ~~45~~ shall be made within five (5) days of the Level ~~23~~ decision or the end of Level ~~34~~, should it be used.

13.7.2 Upon the grievance being moved to Level ~~45~~, the parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, the District shall request a list of five to seven (5-7) arbitrators from the American Arbitration Association. Within five (5) days of receipt of the list of available arbitrators for the grievance, the District and Association shall strike names to arrive at the name of the arbitrator for this matter. The arbitration shall be scheduled for the first available date of the selected arbitrator unless there is mutual agreement of the District and Association to select another date the arbitrator is available.

13.7.3 The sole authority of the arbitrator shall be to decide whether there has been a violation of the Agreement and the appropriate remedy if there has been a violation. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement, or which alters or amends the terms of this Agreement.

13.7.4 The decision of the arbitrator shall be submitted to the Association and the Superintendent and will be binding upon the parties to this Agreement and the grievant(s).

13.7.5 All costs for the request for a list of potential arbitrators, the services of the arbitrator, including, per diem expenses, his/her travel and subsistence expenses will be borne equally by the District and the Association with the District billing the Association for their share of the costs within twenty (20) days of receipt of the invoice from the arbitrator. All other costs will be borne by the party incurring them.

### 13.8 General Provisions

13.8.1 The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the District to take the action complained of, nor justify the unit member's refusal to perform assigned duties.

13.8.2 The time limits on the filing and processing of grievances may be extended only by a mutual written agreement signed by the **Director of Classified Human Resources Department** and Association.

13.8.3 All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file.

13.8.4 A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. Such settlements shall be binding on all parties. If a District representative fails to answer a grievance within the time limits provided at a particular level (unless such time limits are extended by written agreement), the grievance may be appealed to the next level within the appropriate time limits.

13.8.5 The Association and the unit member waive their right to pursue any judicial or administrative remedy sought against the District as to any matter subject to the procedures established in this Article until these grievance procedures



are exhausted. The parties mutually agree to extend timelines accordingly for any other remedies.

- 13.8.6 If the same grievance is made by more than one unit member against one respondent, one unit member, on behalf of him/herself and others similarly involved, may process the grievance through the grievance procedure, provided, however, that the District may separate any such group grievances. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.
- 13.8.7 In the course of investigation and processing of any grievance, the representative of the Association will report to the site administrator or designee of the building being visited, sign in, and will state the purpose of the visit immediately upon arrival.
- 13.8.8 If any member of the Association is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the processing of such grievance.
- 13.8.9 A grievant may choose to be represented at any level of these grievance procedures by the Association or represent themselves through Level 3 4 of these Grievance Procedures.
- 13.8.10 The Association shall be the sole representative of the grievant in arbitration (Level 45). Unit members filing a grievance on their own behalf shall be barred from proceeding to Level 45 of these grievance procedures unless prior approval has been secured through the California School Employees Association which retains jurisdiction at that level.
- 13.8.11 Reference to specific administrators shall also include (or designee).
- 13.8.12 Any settlements reached by grievant(s) and the district at Level 12 or higher shall be reduced to writing as a signed "Settlement Agreement" which shall be

processed for approval via the CSEA Policy 610 procedures. The signature of the District shall be the final approval of the District. In the case of settlements involving a grievant who has chosen to not be represented by CSEA, a copy of the proposed settlement shall be provided to the union and shall not in any way change the terms and conditions of this Agreement and/or be in violation of any laws.

## ARTICLE 14

### SAFETY

- 14.1 The District shall comply with all Federal and State health and safety codes.
- 14.2 It shall be the employee's responsibility to report to the immediate supervisor any observed unsafe conditions in the work environment or on the school or District premises. No employee shall be discriminated against as a result of reporting such condition(s).
- 14.3 The District shall not knowingly require unit members to use, operate, drive any piece of equipment, or work in an environment which is deemed unsafe. It is the responsibility of the District to acknowledge and investigate the reports of employees regarding unsafe conditions, and take the necessary steps to correct the potential danger.
- 14.4 The employee shall report any industrial accident or illness immediately, and within the time limits prescribed by law, no matter how minor, in accordance with Article 8.6.
- 14.5 A District Safety Committee shall be formed. The Association shall have representation on the District Safety Committee. The Committee shall review health, safety, sanitation and working conditions. The Committee shall make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.
- 14.5.1 The unit members of the Committee shall be allowed reasonable release time to carry out their obligations under Section.14.5.
- 14.6 The District will notify all staff in direct contact with a student with a history of violent behavior within ten (10) school days of receipt of notice from the law enforcement agency. Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member. (EC §49079).
- 14.7 As part of the District's Security Program, surveillance systems, including video, audio, and other technology, has been installed on District property and vehicles. ~~Except under the circumstances identified below, no surveillance shall be used to monitor bargaining~~

unit members.

~~14.7.1 It is acknowledged that the District may monitor District property, including District vehicles, for the purposes of ensuring the safety of students, staff, and/or property. This monitoring may incidentally capture sights and/or sounds of bargaining unit members in the performance of their duties. Should that incidental viewing show a bargaining unit member in violation of law, policy, and/or contract, CSEA shall be notified of the surveillance recording where the District intends to utilize the surveillance recording for disciplinary action. Where the recommended disciplinary action necessitates a Skelly meeting, notice of the District's intent to utilize the surveillance recording shall occur at least three days prior to the conference. In the case of a lesser form of discipline, the bargaining unit member shall be notified of the contents of the surveillance recording at least three days prior to the implementation of the disciplinary action.~~

~~14.7.2 There shall be no monitoring or live surveillance of bargaining unit members without a reasonable suspicion that the bargaining unit member(s) is violating the law, District policy, and/or contract. Each case will be discussed with Human Resources to determine if reasonable suspicion exists prior to monitoring or live surveillance.~~

~~14.7.3 Access to any surveillance system or surveillance recordings for the purpose of monitoring CSEA bargaining unit members shall be restricted to authorized and trained District management and/or supervisory staff. Other staff who may conduct surveillance to ensure the safety of property, students, and/or staff shall immediately report any concerns regarding bargaining unit members to a management and/or supervisory employee.~~




~~14.7.4 All District staff with access to the surveillance system or surveillance recordings will be trained in the proper use of the equipment and will sign an acknowledgment~~

~~form stating they agree to abide by the District policies, applicable laws and all regulations governing the use of the system.~~

~~14.7.5 The District shall conspicuously post at each worksite and in each vehicle with a surveillance system, signage which indicates that the area or vehicle may be under surveillance.~~

~~14.7.6 The District shall not install and/or operate any surveillance equipment in restrooms, locker rooms, nursing stations or staff lounges.~~

  
Carlos Lopez, CSEA  
  
  
  


  
Yolanda OAS, SMTJH  
  
  
9/16/2022

ARTICLE 18

CONCERTED ACTIVITIES

- 18.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 18.2 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District. **Unit members shall receive all due process rights to which they are entitled.**
- 18.3 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District Policy from any employee and/or the Association to the extent permitted by law.
- 18.4 It is agreed that the District will not engage in any lockout during the term of this Agreement.



6/20/22



## ARTICLE 19

### CLASSIFICATION/RECLASSIFICATION

19.1 The District shall have the right to establish and classify positions and shall ensure that a job description exists for all bargaining unit classifications. If a new classification is established, the salary allocation shall be negotiated upon request by the Association. The lack of agreement shall in no way impede the District from initial salary allocation and filling of the vacant positions.

19.1.1 All bargaining unit classifications in the classified service are required to have a mutually agreed upon job description.

19.1.2 Any new bargaining unit job descriptions and/or revisions to existing bargaining unit job descriptions must be provided to the Association Chapter President as a proposal by the District.

19.1.3 Once mutual agreement has been reached between the District and the Association, the job description(s) shall be signed and dated by both parties as a tentative agreement subject to the review and ratification process contained in Association Policy 610.

19.1.4 Once ratified/adopted by both parties, the job description(s) is deemed fully approved, final, and binding unless further changed by the parties utilizing this process.

19.2 Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the governing board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to

work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties, but in no case, shall the increase be less than five ~~two and one half~~ percent (~~2½~~5%) above the unit member's current salary.

**19.2.1 Work performed outside of the unit members classification that is at a lower range shall be paid at the unit members regular rate of pay.**

### 19.3 Reclassification

A "reclassification" is defined as the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Additionally, the Reclassification process might yield a changed job description that does not warrant a change of salary range.

Reclassification requests shall not be submitted regarding increased workload. Concerns regarding workload should be addressed utilizing other available avenues.

#### 19.3.1 Reclassification Committee

A Reclassification Committee shall be established, and shall meet once each year. The Committee shall consist of four members. Two (2) shall be appointed by the Association and two (2) by the District. Members of each negotiating team (including non-District staff) shall be eligible to serve on the Reclassification Committee. The Committee shall develop the appropriate forms and procedures to permit reclassification requests to be made. The appropriate forms and procedures will be available on the District's website.

19.3.2 Any requests for reclassification must be submitted by October 1 for consideration that year. A request for reclassification will only be considered once per fiscal year. Requests can be submitted by an individual employee, a classification of employees, CSEA, or the District. The Committee shall communicate its recommendations to the District and Association who shall reduce the recommendation(s) to a written agreement subject to the ratification/approval



process of the parties.

19.3.3 An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification with his/her position for a period of at least three (3) years from the initial action.

19.3.4 The Reclassification Committee shall meet as needed to complete the review process by March 31 of each year. The review process shall include:

- a. All reclassification requests that were received by October 1 of each year shall be paper screened by the Reclassification Committee;
- b. An interview of the employee(s) who is requesting a reclassification in order for the committee to ask questions and supplement the written request for reclassification. The Reclassification Committee shall determine whether or not it needs to interview one or more members of the classification to make a determination;
- c. An interview with the employee's immediate supervisor(s) to receive their input regarding the requested reclassification;
- d. A recommendation regarding whether or not the Reclassification Committee believes a reclassification is warranted. If reclassification is warranted, the Reclassification Committee shall recommend reclassification to an existing bargaining unit classification. The Reclassification Committee shall also be responsible for drafting a proposed new job description to be recommended to the parties full negotiating teams, when applicable. The written recommendation of the Reclassification Committee shall be provided to the applicant no later than five (5) working days after the recommendation is rendered by the Reclassification Committee.

19.3.5 Should the employee requesting a reclassification disagree with the

recommendation of the Reclassification Committee, they may within five (5) working days of receiving the recommendation, present a written request for reconsideration and attach documentation to support their appeal to the full negotiating teams. The appeal shall be delivered to the Human Resources Department by the deadline. The appeal shall be considered no later than ten (10) working days after the 5-day appeal window closes. The written decision of the negotiating teams shall be provided to the employee within five (5) working days of their findings. The determination of the negotiating teams shall be final and binding. A negative outcome in no way will affect the unit member's eligibility to apply for a reclassification in the following year.

19.3.6 All reclassification requests approved by the Committee are subject to ratification by the Association bargaining unit and School Board approval. The District and Association shall ensure that the names of individuals recommended for reclassification are not written into the agreement going to ratification/approval by the parties. Employees recommended for reclassification shall be assigned a number and only the Reclassification Committee shall know the matching names and numbers of those recommended for reclassification. All approved reclassified position changes shall go into effect on July 1 of the next fiscal year.

#### **19.4 Temporary Higher Classification Assignments**






**19.4.1 In the absence of the regular incumbent, qualified employees shall be offered the opportunity to submit a letter of interest outlining their qualifications to work in a higher classification prior to the assignment being offered to employees on the 39-month rehire list or outside relief personnel. For purposes of this article, qualified is defined as those who have previously passed the required District test for the Temporary Higher Classification vacancy. Employees must be in good standing and meet the**




education and work experience minimums as described in the job description to be considered for the assignment.

19.4.2 The District shall have discretion to assign the Temporary Higher Classification hours as needed. The immediate supervisor(s) of the affected position(s) shall prioritize the workload(s) for those serving in the Temporary Higher Classification(s).

19.4.3 The District retains the right to determine qualifications, to fill, or not fill, the position, and to end the assignment at any time.

19.4.4 If an employee is placed in a temporary higher classification assignment and during the course of the temporary assignment is selected to fill said position on a permanent basis, the hours worked in the temporary assignment shall be counted as time served toward the probationary period in that position. Evaluation procedures shall be the same as for regular promotional assignments. Seniority shall be accrued from the first day of the temporary assignment to such position if the unit member is selected to fill the position on a permanent basis.

  
Carlos Lopez, CSEA  
  
  
  


  
Yvanda O. SNUUHSO  
  
  
9/16/2022

## ARTICLE 20

### LAYOFFS AND REDUCTIONS

20.1 Unit employees shall be subject to layoff for either lack of work or lack of funds.

20.2 Notice of Layoff and/or Reduction: The District shall promptly notify in writing, the CSEA Chapter President of its intent to layoff or reduce the assignment of any unit employees and/or unit positions. Layoff of Classified unit members shall be conducted in accordance with applicable provisions of the California Education Code.

20.2.1 A layoff means a separation from the Classified service of the District, and includes:

- a) a reduction in hours of employment, or
- b) the assignment to a class or grade lower in which the employee has gained permanent status, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

20.2.2 ~~The provisions of the Layoffs for classified employees shall follow the process laid out in California Education Code §45117, including the notification of their rights to a hearing. (b) The District shall provide CSEA with sufficient notice to engage in bargaining the effects of the proposed layoffs to the contrary notwithstanding, any employee who is to be laid off shall receive at least sixty (60) calendar days prior to the layoff notice. notice following the Board approval.~~

**20.2.2.1 No later than March 15, the governing school district board and the employee shall be given written notice by the Superintendent or the Superintendent's designee, that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.**

**20.2.2.1.1 The District shall provide CSEA with a minimum 2 weeks notice of the recommendations being presented to the governing board and the employee(s).**

**20.2.2.2 The notice must inform the employee of the right to request a hearing to determine if there is cause for not reemploying the employee for the subsequent school year. Cause for a layoff includes the employer complying with all Education Code seniority requirements including those in Section 45308.**

~~**20.2.2.3 The request for a hearing must be made by the employee on or before a date selected by the employer, but must allow at least seven days after the notice is served on the employee.**~~

**20.2.2.4 The layoff process does not apply to classified positions that are eliminated as a result of the expiration of a “specially funded position.” In this situation the classified employee is only entitled to 60 days’ notice, which includes notice of any displacement (“bumping”) rights to another position.**

20.2.3 Reemployment rights of laid off employees shall be controlled by California Education Code §45298, which states:

"Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of 39 months."

"Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply."

"Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority."

20.2.4 In the event that the California Education Code sections cited herein are superseded, layoff and reemployment rights shall be controlled by successor

provisions of the California Education Code.

20.3 All layoffs shall be accomplished in reverse order of seniority, with the least senior employee in the affected job classification being laid off first.

20.3.1 Seniority is defined as the hire date of that unit member as a regular employee in that classification with the District.

20.3.2 If two or more employees who are subject to layoff have equal seniority within the job classification, the determination as to who should be laid off first shall be made on the basis of the last four (4) digits of the employee's social security number with the least number being the least senior employee. ~~first date of CSEA Chapter membership, if that is equal, the determination shall be determined by lot.~~

~~20.3.2.1 In the presence of the Assistant Superintendent of Human Resources and the Chief Union Steward, or designee, the lot method and process shall be completed and recorded in writing and kept on file in the Human Resources Department.~~

20.4 After approval by the Board of Education, a written notice of layoff shall be accomplished by personal service or sent by certified mail to affected employee(s) to the last address given to the District not less than sixty (60) calendar days prior to the effective date of the layoff or reduction.

20.4.1 The President of the CSEA Chapter shall be notified in writing, of the name(s) of the affected employee(s) at least 60 calendar days in advance of the effective date of the layoff or reduction.

20.4.2 The notice shall contain: a) the reason for layoff and its effective date; b) the employee's displacement (bumping) rights, if any; c) the employee's reemployment rights; and d) a statement of any eligibility for contractually-provided health and welfare benefits.

20.4.3 An employee laid off from one job classification, may bump into an equal or lower job classification previously held if the laid off employee's seniority is greater than the seniority of an employee(s) serving in that equal or lower job classification.

20.5 In lieu of layoff, an employee may voluntarily consent to a reduction in hours of employment, or may elect voluntary demotion to a vacant position in any class with the same or lower maximum salary in which the employee has previously served in a permanent status, in order to avoid interruption of employment.

20.5.1 An employee selecting to accept demotion or reduction of assigned time in lieu of layoff must notify the District in writing of such election no later than five (5) workdays after receipt of layoff notice.

20.5.2 An employee who accepts a voluntary demotion in lieu of layoff shall be placed on the step of the salary range for the lower class which is closest to the salary rate the employee earned in the higher class, provided that the employee shall not receive an hourly rate increase thereby. The employee shall retain the anniversary date established in the higher class.

20.6 The most senior employee on a reemployment list shall be offered reemployment in writing for any opening(s) in the employee's former class or classes. Such offer shall be served by personal service or certified mail to the last known home address with a copy also delivered to the CSEA Chapter President.

20.6.1 An employee who elects a layoff in lieu of bumping shall maintain reemployment rights.

20.6.2 Employees on the reemployment list may apply for any posted vacant position.

20.6.3 An employee on a reemployment list shall have five (5) days after receipt of an offer of reemployment to accept employment to his/her former class and status.

20.6.4 Refusal of an offer of reemployment at a lesser number of hours in the same class shall not affect the standing of any employee on a reemployment list.

- 20.6.5 The District will not hire an outside person to fill an opening in a classification that has been subject to an elimination of services until all persons who have been laid off from that classification have been served with a notice of the opening.
- 20.7 In addition to the matters set forth above, the District agrees that the following provisions all apply to those employees who are served with a layoff notice:
- 20.7.1 Each employee will be allowed to utilize Personal Necessity Leave pursuant to Article 8.7 for the purpose of seeking other employment.
- 20.7.2 Each employee who is laid off shall be offered employment as a substitute on a seniority basis in any job classification in the District for which the employee meets the minimum qualifications. Employees must notify the District in writing of any job classification in which the employee seeks to be considered for employment as a substitute.
- 20.8 An employee who is qualified may be assigned by the District to a vacant position in their same job family if the employee is unable to exercise any bumping rights. The following conditions shall prevail:
- 20.8.1 The District shall determine which positions are vacant.
- 20.8.2 The District shall determine the employee's qualifications to be assigned to a vacant position in lieu of layoff, as evidenced by passing the applicable written test and/or presenting the appropriate certificates or licenses as indicated on the job description.
- 20.8.3 An employee assigned to a vacant position shall serve a new probationary period in that position providing that the employee never worked in that classification.
- 20.8.4 If the employee successfully completes the probationary period, the employee will be permanent in the new classification, but will not have waived the thirty-nine (39) month reemployment rights to the former classification.
- 20.9 Prior to eliminating or reducing bargaining unit positions, the District agrees to release any



temporary or short term employees working within the same job classification as the proposed eliminated/reduced positions.

20.10 Laid off bargaining unit members who are rehired within their re-employment period shall have all contractual rights and benefits reinstated as of the date of layoff.

20.11 District-provided training shall be open to laid off bargaining unit members when appropriate, at no additional cost to the District.



Carlos Lopez, CSEA



SJA



Ylanda O., SMTUHSO



9/16/2022

24.1 Probationary Period Unit Members

24.1.1 New classified unit members shall serve a period of probation which shall **not exceed six (6) months or one hundred thirty (130) days of paid service, whichever is greater** ~~be twelve (12) months in duration.~~



6/20/22



ARTICLE 26  
TRANSPORTATION

26.1 Layovers

When a unit member is required to lay-over for thirty (30) minutes or less between bus routes, field trips, or transportation safety meetings, the unit member shall be compensated at the appropriate rate of pay.

26.2 Bus Drivers and transportation attendants on field trips, including but not limited to athletic events, and curricular trips, who are required to remain on standby for the duration of the event for which the field trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever a combination of driving/working and standby hours in a day exceeds the established workday, all excess hours shall be compensated at the appropriate overtime rate based on the unit member's regular rate of pay.

26.3 No driver shall be required to drive in violation of any applicable laws, codes or regulations.

26.3.1 Day Trip – A Bus Driver shall receive an eight (8) hour break to meet the requirements of 13 CCR § 1212(h) and 13 CCR § 1212.5(a)(3).

26.3.2 Overnight Trips – A Bus Driver shall be placed in a hotel and shall be on paid status for sixteen (16) hours for the first day, and for any subsequent full calendar days. On the final calendar day, a Bus Driver shall be paid the actual time worked.

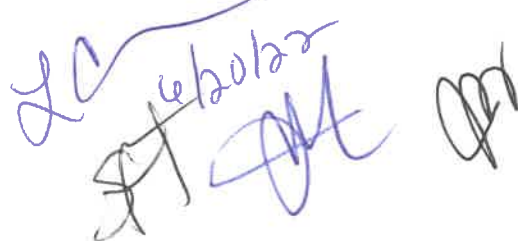
26.4 Overtime and Extra Time shall be distributed as agreed upon in Articles 2.5.3 and 2.6.3.

26.5 Assignment of Daily Bus Routes

26.5.1 The District shall hold an orientation meeting for all Bus Drivers and the Transportation Attendants on a day set by management. One of the purposes of this meeting is to update the Bus Drivers and Transportation Attendants on any new laws, regulations and policies governing school transportation.

26.5.2 At the beginning of the school year, the District shall determine bus routes.

  
07/1/19



26.5.2.1 At the beginning of the school year, Bus Drivers and Transportation Attendants shall receive the same number of hours at least equal to his/her previously held hours unless the employee **has received a final notice of layoff per Article 20**. ~~sixty (60) day notice of a reduction in hours.~~

26.5.2.2 When the routes are established, and again at the end of twenty (20) school days, but no later than twenty-five (25) school days, the Bus Driver with the greatest seniority may exercise his/her right to select any bus route of his/her choice on the appropriate district form, to be followed by other Bus Drivers in descending order of seniority, provided the Bus Driver has the necessary qualifications as determined by the immediate supervisor. Selection of bus routes by Transportation Attendants will follow the same procedure.

26.5.2.3 Prior to the end of Winter Break each year, there shall be a rebid of routes whereby the Bus Driver with the greatest seniority may exercise his/her right to select any bus route of his/her choice on the appropriate District form, to be followed by other Bus Drivers in descending order of seniority, provided the Bus Driver has the necessary qualifications as determined by the immediate supervisor. Selection of bus routes by Transportation Attendants will follow the same procedure.

26.5.3 After the bus routes are established as prescribed in Section 26.5.2.2, any changes in time shall be made as follows:

26.5.3.1 Increase in Assigned Times – When a route increases by one hundred (100) minutes per week over a four-week period, unit members shall be allowed to exercise their seniority to take the route, if it would result in an increase in their assigned hours.

26.5.3.2 Newly established or vacated routes shall be offered on a seniority basis.

26.5.3.3 Temporary vacancies of more than fifteen (15) working days shall be offered on a seniority basis.

~~26.5.3.4 Decreases in time of assigned routes of thirty (30) minutes or more per day shall require a Board approved layoff notice with the effective date to be no less than sixty (60) calendar days from the date the notice was provided to the employee.~~

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~~Any Bus Drivers reduced in hours shall be offered any increased hours and/or newly established routes ahead of any others based upon their seniority. They shall not be offered increased hours or routes held by more senior Bus Drivers.~~

~~26.5.3.5 Decreases in time of assigned routes of less than thirty (30) minutes per day shall not cause any reduction in the employee's assigned hours.~~

26.5.4 The regular hours of each Bus Driver and Transportation Attendant shall be posted on the transportation bulletin board. Any permanent changes in these hours and the effective date of said changes shall be posted within five (5) working days.

26.6 Bus Drivers shall be guaranteed a minimum **five** ~~four~~ (**54**) hours per day. Transportation Attendants shall be guaranteed a minimum **four** ~~three~~ (**43**) hours per day. Bus Drivers and Transportation Attendants with the minimum hours will not be assigned more than two (2) runs.

26.7 The District shall provide an opportunity for ten (10) hours of in-service training per year for all Bus Drivers. The purpose of such in-service training shall be to meet the state requirements for Bus Drivers to maintain their school bus drivers' certificates. License renewal training and testing in the unit member's renewal year shall be in a District paid status. The current number of completed in-service hours for each driver shall be posted on the bulletin board in the Transportation Department.

26.8 Assigned trips that occur on days other than regularly schedule work days, and do not require a layover, shall be guaranteed a minimum of two (2) hours of work for each run.

ARTICLE 27

TERM AND RENEGOTIATION

- 27.1 This Agreement shall remain in full force and effect from July 1, ~~2022~~ 2019 through June 30, ~~2025~~2022.
- 27.2 For the ~~2023-24~~ 2020-24 and ~~2024-25~~2021-22 fiscal years, the parties may reopen and negotiate Article 3, (Pay and Allowances), Article 4, (Health and Welfare Benefits), and one additional Article selected by each party. Initial proposals for reopener or successor negotiations shall be exchanged by the parties no later than March 1 for the next fiscal year. The District shall place any initial proposals on the next school board meeting agendas after March 1 for public comment prior to negotiations commencing.

\_\_\_\_\_  
Tami Contreras, Chapter President

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Joni McDonald, Director, Human Resources/  
Classified/Chief Negotiator

\_\_\_\_\_  
Stacy Newby, Negotiation  
Team

\_\_\_\_\_  
Kevin Platt, Assistant Superintendent/  
Human Resources

\_\_\_\_\_  
Susie Eichel, Negotiation Team

\_\_\_\_\_  
Yolanda Ortiz, Assistant Superintendent/  
Business Services

\_\_\_\_\_  
Janice Swayze, Negotiation Team

\_\_\_\_\_  
Paul Robinson, Director, CTE

\_\_\_\_\_  
Jeanette McColm, Negotiation Team

\_\_\_\_\_  
Daniel Sheridan, Plant Manager, RHS

\_\_\_\_\_  
Carlos Lopez, CSEA Labor Relations  
Representative

\_\_\_\_\_  
Sal Reynoso, Director, Human Resources/  
Certificated

07/1/22





6/20/22  

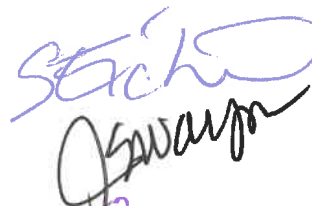


Job Classification (Alpha-Order)			
ASSIGNMENT	JOB FAMILY	RANGE	MOS
Accompanist	Student Svcs	15	9.5
Accountant I	Clerical	32	12
Accounting Assistant I	Clerical	14	9.5
Accounting Assistant II	Clerical	17	9.5 / 12
<del>Administrative Assistant – Testing</del>	<del>Clerical</del>	<del>26</del>	<del>12</del>
Administrative Assistant I - DHS	Clerical	22	10
Administrative Assistant I - SSC	Clerical	22	12
Administrative Assistant II - School Site	Clerical	24	10.5
Administrative Assistant II - SSC	Clerical	24	12
Administrative Assistant III - DHS	Clerical	26	10.5
Administrative Assistant III - SSC	Clerical	26	12
Administrative Assistant IV - School Site	Clerical	28	11
<del>Administrative Assistant V – SSC</del>	<del>Clerical</del>	<del>30</del>	<del>12</del>
Attendance Assistant	Clerical	15	10
Attendance Technician	Clerical	20	10
Behavioral Instructional Assistant (BIA) Special Ed	Paraprofessional	18	9.5
<del>Benefits Technician</del>	<del>Clerical</del>	<del>25</del>	<del>12</del>
Bus Driver	Student Svcs	18	9.5
Buyer	Clerical	22	12
Campus Security Assistant	Student Svcs	12	9.5
Campus Security Assistant II	Student Svcs	17	9.5
Campus Security Assistant II	Student Svcs	17	12
Campus Security Coordinator	Student Svcs	26	9.5
Campus Security Officer	Student Svcs	19	9.5
Career Center Specialist	Student Svcs	20	10
<del>Career Center Technician</del>	<del>Student Svcs</del>	<del>18</del>	<del>9.5</del>
Career Center/Student Support Technician - DHS	Student Svcs	18	9.5
Carpenter/Welder	MOT	28	12
Child Care Assistant	Student Svcs	9	9.5
Community Liaison Specialist	Student Svcs	26	10
Community Services Center Specialist	Student Svcs	26	9.5
Computer Lab Technician	Paraprofessional	18	9.5
Computer Network Technician	Info/Tech	28	12
Computer Network Technician II	Info/Tech	30	12
Computer Technician	Info/Tech	22	12
Crisis Intervention Consultant	Student Svcs	24	9.5
Custodial Supervisor	MOT	23	12
Custodian	MOT	15	9.5 / 12
Data Specialist	Info/Tech	20	10.5
Electrician	MOT	31	12
English Learner Student Data Specialist	Clerical	22	11
Facilities Bookkeeper	MOT	22	12
Farm Technician	Student Svcs	37	12



Job Classification (Alpha-Order)			
ASSIGNMENT	JOB FAMILY	RANGE	MOS
Fiscal Technician	Clerical	24	12
Food Service Lead	Food Svcs	23	9.5
Food Service Worker I	Food Svcs	9	9.5
Food Service Worker II	Food Svcs	12	9.5
Grounds Maintenance I	MOT	16	12
Grounds Maintenance II	MOT	21	12
Guidance Technician	Clerical	22	10
Health Technician	Student Svcs	20	10
Human Resources Specialist - Benefits	Clerical	30	12
Human Resources Specialist - Recruitment and Compliance	Clerical	30	12
Human Resources Technician	Clerical	28	12
Instructional Assistant	Paraprofessional	11	9.5
Instructional Assistant-Bilingual	Paraprofessional	13	9.5
Instructional Assistant - Multilingual	Paraprofessional	15	9.5
Instructional Assistant-Special Ed TLC - Level I	Paraprofessional	16	9.5
Instructional Assistant-Special Ed I	Paraprofessional	13	9.5
Instructional Assistant-Special Ed II	Paraprofessional	15	9.5
Instructional Data Analyst	Technical	34	12
Intervention Lab Specialist	Paraprofessional	22	9.5
Job Coach	Student Svcs	13	12
Language Assessment Assistant I	Student Svcs	16	12
LCAP Specialist	Clerical	28	12
Lead District Maintenance	MOT	34	12
Lead Mechanic	MOT	35	12
Lead Warehouse Worker / Delivery Driver	MOT	19	12
Library Assistant	Clerical	14	10.5
Library Technician	Clerical	18	10.5
LVN Health Assistant	Student Svcs	22	9.5
Maintenance Worker I	MOT	21	12
Maintenance Worker II	MOT	25	12
Mechanic	MOT	32	12
Migrant Bilingual Statistician	Clerical	19	12
Migrant Education Recruiter-Statistician	Clerical	22	12
Migrant Guidance Technician	Clerical	16	9.5
Migrant Health Assistant	Student Svcs	13	9.5
Migrant Program Assistant	Clerical	13	10
Migrant School Advisor	Paraprofessional	24	12
Multilingual & Migrant Education Program Analyst	Student Svcs	20	12
Multilingual Translator-Interpreter	Clerical	26	10
Multi-Media Lab Technician	Student Svcs	16	9.5
Network Operations Coordinator	Info/Tech	34	12
Network Systems Specialist	Info/Tech	32	12
Office Assistant	Clerical	12	9.5

Job Classification (Alpha-Order)			
ASSIGNMENT	JOB FAMILY	RANGE	MOS
Operations Specialist - Alternative Education	Clerical	24	10
Outreach Consultant	Student Svcs	26	10
Painter	MOT	26	12
Payroll/Benefits Specialist	Clerical	32	12
Personnel Technician - Certificated	Clerical	32	12
Plumber	MOT	28	12
Project Analyst	MOT	37	12
Program Resource Technician	Student Svcs	20	10
Program Specialist	Student Svcs	24	9.5
Purchasing Technician	Clerical	18	12
Reading Center Technician	Paraprofessional	16	9.5
Registrar I	Clerical	18	10.5
Registrar II	Clerical	22	11
School Support Secretary	Clerical	16	10
School/Community Liaison	Student Svcs	20	9.5
Security Officer	Student Svcs	30	9.5
Speech-Language Pathology Assistant	Student Svcs	28	9.5
Staff Secretary	Clerical	18	10 / 12
Student Body Bookkeeper	Clerical	22	11
Student Data Specialist	Clerical	22	11
Student Information Systems Analyst	Info/Tech	31	12
Student Records Specialist - DHS	Clerical	23	10.5
Transportation Dispatcher/Instructor	Student Svcs	24	12
Transportation Service Technician	MOT	25	12
Translator - Interpreter	Clerical	24	10 / 10.5
Transition Specialist	Student Svcs	26	12
Transportation Attendant	Student Svcs	12	9.5
Warehouse Worker/Delivery Driver	MOT	18	12

  
 Carlos Lopez, CSEA  





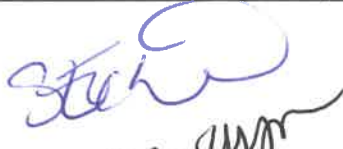


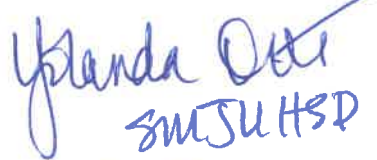

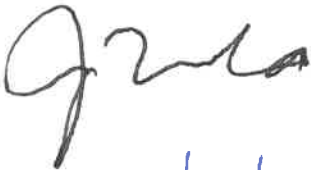
  
 Yvanda Ode, SMJUHSD  
  
 9/16/2022



Job Classification (Job Family)			
ASSIGNMENT	JOB FAMILY	RANGE	MOS
Accountant I	Clerical	32	12
Accounting Assistant I	Clerical	14	9.5
Accounting Assistant II	Clerical	17	9.5 / 12
<del>Administrative Assistant – Testing</del>	<del>Clerical</del>	<del>26</del>	<del>12</del>
Administrative Assistant I - DHS	Clerical	22	10
Administrative Assistant I - SSC	Clerical	22	12
Administrative Assistant II - School Site	Clerical	24	10.5
Administrative Assistant II - SSC	Clerical	24	12
Administrative Assistant III - DHS	Clerical	26	10.5
Administrative Assistant III - SSC	Clerical	26	12
Administrative Assistant IV - School Site	Clerical	28	11
<del>Administrative Assistant V – SSC</del>	<del>Clerical</del>	<del>30</del>	<del>12</del>
Attendance Assistant	Clerical	15	10
Attendance Technician	Clerical	20	10
<del>Benefits Technician</del>	<del>Clerical</del>	<del>25</del>	<del>12</del>
Buyer	Clerical	22	12
English Learner Student Data Specialist	Clerical	22	11
Fiscal Technician	Clerical	24	12
Guidance Technician	Clerical	22	10
Human Resources Specialist - Benefits	Clerical	30	12
Human Resources Specialist - Recruitment and Compliance	Clerical	30	12
<del>Human Resources Technician</del>	<del>Clerical</del>	<del>28</del>	<del>12</del>
LCAP Specialist	Clerical	28	12
Library Assistant	Clerical	14	10.5
Library Technician	Clerical	18	10.5
Migrant Bilingual Statistician	Clerical	19	12
Migrant Education Recruiter-Statistician	Clerical	22	12
Migrant Guidance Technician	Clerical	16	9.5
Migrant Program Assistant	Clerical	13	10
Multilingual Translator-Interpreter	Clerical	26	10
Office Assistant	Clerical	12	9.5
Operations Specialist - Alternative Education	Clerical	24	10
Payroll/Benefits Specialist	Clerical	32	12
Personnel Technician - Certificated	Clerical	32	12
Purchasing Technician	Clerical	18	12
<del>Registrar-I</del>	<del>Clerical</del>	<del>18</del>	<del>10.5</del>
Registrar II	Clerical	22	11
School Support Secretary	Clerical	16	10
Staff Secretary	Clerical	18	10 / 12
Student Body Bookkeeper	Clerical	22	11
Student Data Specialist	Clerical	22	11
Student Records Specialist - DHS	Clerical	23	10.5
Translator - Interpreter	Clerical	24	10 / 10.5

ASSIGNMENT	JOB FAMILY	RANGE	MOS
Food Service Lead	Food Svcs	23	9.5
Food Service Worker I	Food Svcs	9	9.5
Food Service Worker II	Food Svcs	12	9.5
Computer Network Technician	Info/Tech	28	12
Computer Network Technician II	Info/Tech	30	12
Computer Technician	Info/Tech	22	12
Data Specialist	Info/Tech	20	10.5
Network Operations Coordinator	Info/Tech	34	12
Network Systems Specialist	Info/Tech	32	12
Student Information Systems Analyst	Info/Tech	31	12
Carpenter/Welder	MOT	28	12
Custodial Supervisor	MOT	23	12
Custodian	MOT	15	9.5 / 12
Electrician	MOT	31	12
Facilities Bookkeeper	MOT	22	12
Grounds Maintenance I	MOT	16	12
Grounds Maintenance II	MOT	21	12
Lead District Maintenance	MOT	34	12
Lead Mechanic	MOT	35	12
Lead Warehouse Worker / Delivery Driver	MOT	19	12
Maintenance Worker I	MOT	21	12
Maintenance Worker II	MOT	25	12
Mechanic	MOT	32	12
Painter	MOT	26	12
Plumber	MOT	28	12
Project Analyst	MOT	37	12
Transportation Service Technician	MOT	25	12
Warehouse Worker/Delivery Driver	MOT	18	12
Behavioral Instructional Assistant (BIA) Special Ed	Paraprofessional	18	9.5
Computer Lab Technician	Paraprofessional	18	9.5
Instructional Assistant	Paraprofessional	11	9.5
Instructional Assistant - Multilingual	Paraprofessional	15	9.5
Instructional Assistant-Bilingual	Paraprofessional	13	9.5
Instructional Assistant-Special Ed I	Paraprofessional	13	9.5
Instructional Assistant-Special Ed II	Paraprofessional	15	9.5
Instructional Assistant-Special Ed TLC - Level I	Paraprofessional	16	9.5
Intervention Lab Specialist	Paraprofessional	22	9.5
Migrant School Advisor	Paraprofessional	24	12
Reading Center Technician	Paraprofessional	16	9.5
Accompanist	Student Svcs	15	9.5
Bus Driver	Student Svcs	18	9.5
Campus Security Assistant	Student Svcs	12	9.5
Campus Security Assistant II	Student Svcs	17	9.5
Campus Security Assistant II	Student Svcs	17	12

ASSIGNMENT	JOB FAMILY	RANGE	MOS
Campus Security Coordinator	Student Svcs	26	9.5
Campus Security Officer	Student Svcs	19	9.5
Career Center Specialist	Student Svcs	20	10
Career Center Technician	Student Svcs	18	9.5
Career Center/Student Support Technician - DHS	Student Svcs	18	9.5
Child Care Assistant	Student Svcs	9	9.5
Community Liaison Specialist	Student Svcs	26	10
Community Services Center Specialist	Student Svcs	26	9.5
Crisis Intervention Consultant	Student Svcs	24	9.5
Farm Technician	Student Svcs	37	12
Health Technician	Student Svcs	20	10
Job Coach	Student Svcs	13	12
Language Assessment Assistant I	Student Svcs	16	12
LVN Health Assistant	Student Svcs	22	9.5
Migrant Health Assistant	Student Svcs	13	9.5
Multilingual & Migrant Education Program Analyst	Student Svcs	20	12
Multi-Media Lab Technician	Student Svcs	16	9.5
Outreach Consultant	Student Svcs	26	10
Program Resource Technician	Student Svcs	20	10
Program Specialist	Student Svcs	24	9.5
School/Community Liaison	Student Svcs	20	9.5
Security Officer	Student Svcs	30	9.5
Speech-Language Pathology Assistant	Student Svcs	28	9.5
Transition Specialist	Student Svcs	26	12
Transportation Attendant	Student Svcs	12	9.5
Transportation Dispatcher/Instructor	Student Svcs	24	12
Instructional Data Analyst	Technical	34	12

  
 Carlos Lopez CSEA  
  
  
  
  
  
  
 Ylanda Oter  
 SMJUHSD  
  
  
 9/16/2022



Santa Maria Joint Union High School District and  
California School Employees Association, Central Coast #455



GRIEVANCE FORM

GRIEVANT NAME(S): \_\_\_\_\_

DATE PRESENTED AT INFORMAL PROBLEM SOLVING: \_\_\_\_\_

PEOPLE PRESENT: \_\_\_\_\_

DATE PRESENTED AS LEVEL 1: \_\_\_\_\_

DATE of LEVEL 1 MEETING: \_\_\_\_\_

PEOPLE PRESENT AT LEVEL 1 MEETING: \_\_\_\_\_

DATE PRESENTED AS LEVEL 2: \_\_\_\_\_

DATE of LEVEL 2 MEETING: \_\_\_\_\_

PEOPLE PRESENT AT LEVEL 2 MEETING: \_\_\_\_\_

DATE MEDIATION REQUESTED: \_\_\_\_\_

DATE ARBITRATION REQUESTED: \_\_\_\_\_

VIOLATIONS ALLEGED (Agreement Article/Section): \_\_\_\_\_

DATE(S) OF ALLEGED VIOLATION(S): \_\_\_\_\_

ALLEGED VIOLATION(S) CIRCUMSTANCES:

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\_\_\_\_\_  
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REMEDY SOUGHT:

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GRIEVANCE FILED BY:

DATE: \_\_\_\_\_

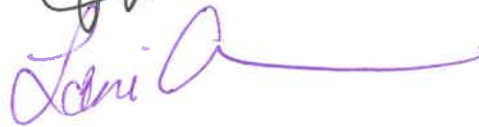
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Signature of Grievant or Association Representative

\_\_\_\_\_  
Printed Name

*Responses at all levels of the grievance must be in writing and attached to this form. Please refer to Article 13 of the collective bargaining agreement between CSEA and the District for all pertinent timelines.*



Carlos Lopez, CSEA



, SMJUHSD



Yvanda Ortiz, SMJUHSD



**REGULAR MEETING**  
**December 13, 2022**

**APPENDIX D**

**2022-23 First Interim Revised Budget**



**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
2022/23 FIRST INTERIM REVISED GENERAL FUND BUDGET ASSUMPTIONS**

This revised budget for the Santa Maria Joint Union High School District recognizes changes which have occurred since the Board approved the District's Adopted Budget in June 2021. These revisions include items contained in the enacted State's budget, recognition of prior year unused award amount carryovers, incorporating prior year unexpended funds into the budget, new funding sources, and other items necessitated by changing conditions within the district.

**REVENUES:**

LCFF Sources

The District is projecting its revenues from LCFF sources based on prior year ADA of 8,746 adjusted per the 21-22 Proxy ADA Determination (COVID ADA relief). Enrollment as of the CalPADS information day on October 5<sup>th</sup> is 9,203 students and the estimated ADA projection of 8,664 is lower than the prior year ADA so funding is adjusted to use the higher prior year ADA. Other factors that determine LCFF revenues include a decrease in the FRPM/EL factor of 0.01 percentage points over the Adopted Budget. Included in LCFF sources is an allocation of property taxes from SELPA, which increases \$1,894. In total, LCFF revenues **increase** from the Adopted Budget by:

\$ 11,403,911

Federal Revenues

Federal revenues are revised to recognize carryover of prior year unused grant awards in the amount of \$13,445,420 and adjustments to current year award amounts based on official or updated estimated award announcements equal to \$55,672. In total, Federal revenues increase by \$13,501,092 since the Adopted Budget. It's important to note that \$12,820,939 of the increase in federal funds is not on-going and is intended to provide relief due to the COVID-19 pandemic. Award amounts for Title I, Title II, Title III, and Title IV will not be finalized until the District completes the Consolidated Application process in January. By program, changes since the Adopted Budget are:

CARES ACT:	
ESSER II	\$ 8,795
AB 86 MODIFIED BY AB 130:	
ESSER II	53,710
ELO GEER II	147,357
ELO ESR 3 - Emergency	280,084
ELO ESR 3 - Learning Loss	1,321,838
ARP ACT:	
HOMELESS CHILDREN & YOUTH II (HCY II)	167,136
ESSER III	8,242,742
ESSER III – Learning Loss	2,599,278
Title I	316,087
Title II	20,907
Title III Immigrant	74,222
Title III LEP	115,414
Title IV	174,385
Special Education	<u>&lt;20,863&gt;</u>

Total **increase** in Federal Revenues \$ 13,501,092

**State Revenues**

Revisions to State Revenues include the following:

K12 Strong Workforce Program Grant	\$ 355,409
CA NBCT Incentive Program	5,000
Arts, Music & Instructional Materials Block Grant	5,623,168
Learning Recovery Emergency Block Grant	15,545,425
Lottery	75,980
Special Education, Mental Health funding, allocation per SELPA funding model & prior year ending fund balance allocation	<157,524>

Total **increase** in State Revenues \$ 21,447,458

**Local Revenues**

The District adjusts its budget for local revenues during the year based on actual events. Adjustments are as follows:

Special Education, State AB602 apportionment funding & prior year ending fund balance allocation, allocation from SELPA funding model out of Mental Health funds for TLC regional programs operated by the District.	\$ 55,391
Marian Medical Center Sponsorship	27,857
Other local revenue (teacher grants & donations)	12,671
Student tablets	<u>14,572</u>

Total **increase** in Local Revenues \$ 110,491

**TOTAL REVENUES HAVE INCREASED BY: \$ 46,462,952**

**EXPENDITURES:****Salaries, Wages, & Benefits**

- Certificated staffing changes are detailed in the table below

<b>CERTIFICATED/UNREP</b>	<b>FTE</b>	<b>COST</b>
Cost including statutory benefits of a 6.56% increase in the salary schedule (on-going)		3,314,618
Cost including statutory benefits of a 3% off schedule payment (one time)		1,607,211
New positions for Ag, Math, Soc Science, Sped Coordinator, SPED LH	8.60	954,445
New position CCEIS Lead	1.00	77,181
New position Counselor	1.00	92,298
New position HS Readiness Liaison	1.00	138,930
Difference between estimated costs in District's Adopted Budget, and projected actual costs due to vacancies, turnover & collapsing assignments	(8.40)	(1,786,545)
OPEB Trust Pre-Funding Active Employees		59,029
Additional staffing in support of LCAP		1,334,785
Extra pay assignment adjustments: stipends & department chairs		99,052
Difference between estimated costs in District's Adopted Budget, and projected actual costs related to FTE changes		34,886
Difference between estimated costs in District's adopted budget, and projected actual costs after collapsing 14 PREP period assignments	(2.80)	(489,443)
ESSER II non-position realated hourly pay		886,543
ESSER III non-position realated hourly pay		750,663
Educator Effectiveness Grant non-position related hourly pay		189,143
Expanded Learning Opportunities (ELO) non-position related pay (extra hours, hourly)		620,936
A-G Completion Improvement Grant non-position related hourly pay		106,753
Other non-position related pay, hourly, subs, etc.		80,717
	0.40	\$8,071,202

- Classified staffing changes are detailed in the table below

<b>CLASSIFIED/UNREP</b>	<b>FTE</b>	<b>COST</b>
Cost including statutory benefits of projected COLA increase in the salary schedule and increase health & welfare benefits (on-going),		1,179,618
Cost including statutory benefits of a 3% off schedule payment (one time)		580,464
Difference between estimated costs in District's Adopted Budget, and projected actual costs related to FTE changes	(5.28)	(240,520)
OPEB Trust Pre-Funding Active Employees		(651)
New positions Custodian SY	1.00	45,912
New positions Instructional Assistants I & II	1.50	62,935
New positions Instructional Assistant	1.50	55,933
New position Multilingual Translator	1.00	50,879
New position Mechanic	1.00	95,561
New position Security Assistant II	1.00	55,770
New position Staff Secretary	1.00	55,566
New position Transportation Attendant	0.50	18,490
Admin Assistant 5 SSC Reclassification	(2.00)	(151,315)
Educator Effectiveness Grant non-position related hourly pay		126,096
Expanded Learning Opportunities (ELO) various Instructional Aides and non-position related pay (extra hours, hourly)		222,615
ESSER III non-position related hourly pay		95,081
Additional staffing & extra hours in support of LCAP		1,218,121
New hire incentive pay		15,824
Difference between estimated costs in District's Adopted Budget, and projected actual costs due to vacancies, turnover & collapsing assignments	(4.13)	(654,358)
Costs associated with FTE changes since Adopted Budget & staff turnover (resignations, transfers, promotions)	(0.50)	(419,346)
Extra pay assignment adjustments: Other non-position related pay, stipends for bilingual pay, & specialized skills		838
Other non-position related pay, hourly, subs, etc.		74,250
	(3.41)	\$2,487,763

- Management and Confidential staffing changes are detailed in the table below

<b>MANAGEMENT/CONF</b>	<b>FTE</b>	<b>COST</b>
Cost including statutory benefits of a 6.56% increase in the salary schedule (on-going)		455,348
Cost including statutory benefits of a 3% off schedule payment (one time)		259,243
Admin. Assistant Curriculum & Instruction, Business	2.00	201,770
IT Manager	1.00	161,999
Plant Manager	1.00	117,892
Reclassified positions (9 FTE)		283,905
Vacation and or longevity increment changes		10,752
Stipend for bilingual pay		3,030
Costs from staff turnover (retirements, resignations and promotions).		(17,947)
	4.00	\$ 1,475,992

- Other Items listed in the table below

<b>OTHER ITEMS</b>	<b>FTE</b>	<b>COST</b>
All other changes not separately identified		29,407
Board member health & welfare benefit costs associated with medical, dental and vision changes during open enrollement		8,614
	-	\$ 38,021

**In total, all changes in salaries, wages, & benefits result in an increase of \$12,072,978 since the Adopted Budget.**

Books and Supplies, Services, Capital Outlay

- In total, expenditures for books and supplies, services, and capital outlay increase by \$46,090,726 since the Adopted Budget. Nearly all this increase is due to one-time items and carryovers, along with new federal and state COVID-19 resources, as shown on the next page:

<b>Supplies, Services, and Capital Outlay</b>	
One-time expenditures related to prior year carryover:	
Amounts assigned from the District's 2021/22 year end report:	
LCAP S&C carryover increased & improved services goal 1, actions 1 & 5	\$ 228,197
15-16 One-time instructional materials, site allocations for professional development	980,606
Site-department carryovers	1,042,816.53
Misc. grants & donations carryovers	135,512
Technology carryover	69,043
MAA carryovers	457,800
AP test carryovers	41,122
CTE goal 3 reserve	827,801
Transportation bus carryover (buses not delivered in prior year)	631,812
<b>Total one-time expenditures</b>	<b>4,414,709</b>
Restricted programs: expenditures related to prior year unused grant award carryovers, revenue adjustments, and ending balances carried forward. These amounts are net of any changes made in salary & wage expense in the associated program:	
Title I ESSA (Every Student Succeeds Act)	313,013
Title II Teacher Quality	11,240
Title III Immigrant & LEP	180,876
Title IV Student Support & Academic Enrichment Grant	154,125
CARES ACT:	
ESSER II	425,493
AB 86:	
ELO Grant	108,892
AB 86 MODIFIED BY AB 130:	
ESSER II	46,808
ELO GEER II	147,357
ELO ESR 3 - Emergency	114,148
ELO ESR 3 - Learning Loss	601,617
ARP ACT:	
HCY II	158,243
ESSER III	7,100,682
ESSER III - Learning Loss	2,504,197
AB 128:	
Special Ed: ARP CCEIS	46,617
Arts, Music & Instructional Materials Block Grant	5,623,168
A-G Access/Success Grant	278,993
Career Technical Education Grant "CTEIG"	(26,752)
Carl Perkins	800
Classified School Employees Professional Development Block Grant	51,851
Comprehensive Coordinated Early Intervening Services (CCEIS)	269,467
Educator Effectiveness Grant	1,345,734
K12 Strong Workforce Grant	223,924
Kitchen Infrastructure & Training Grant	379,370
Learning Recovery Emergency Block Grant	15,545,425
Lottery	1,786,966
Migrant	23,414
Student tablet insurance proceeds used for parts & repairs	232,875
Special Education Dispute Prevention & Resolution Grant	12,528
Special Education Learning Recovery Support Grant	172,494
Misc. locally restricted grants & donations	300,788
<b>Total restricted expenditures</b>	<b>38,134,353</b>
Other one-time non-recurring expenditures:	
Contractual services project 21-351 ERHS hillside fence	39,626.00
Contractual services project 21-395 CTE bldg A office space	5,850.00
Contractual services project 18-280 ERHS parking lease	13,500.00
Project P402 SSC new bus canopy	463,001
Augment school site budgets	15,000
Misc. local sources, grants & donations	33,692
<b>Total increase due to one-time expenditures</b>	<b>570,669</b>
Ongoing expenditures:	
Spec Ed Therapeutic Learning program costs for materials, contractual & professional services	
Contribution increase Routine Restricted Maintenance Account to required 3% reserve	1,079,927
Home to school transportation plan new school buses	1,268,984
LCAP increase: goal 1, goal 2, goal 3, goal 4, goal 5 & goal 6	98,200
LCAP Minimum Proportionality Percentage MPP Increase	148,099
Department budget augmentation for Family & Consumer Sciences - Culinary Arts, & other Site-dept. budget changes	17,000
Computer Replacement Increase	200,000
Utilities RHS Waste Management Increase	24,500
Emergency repairs	100,000
SELPA funding model, subagreements for interpreters	34,285
<b>Total ongoing expenditures</b>	<b>2,970,995</b>
<b>Total expenditure increase</b>	<b>\$ 46,090,726</b>

Other Outgo

- There is no change for payments of principal and interest on the District’s non-voter approved debt, including capital leases and Certificates of Participation (“COPs”), and on-bill interest free financing from PG&E in support of the JCI energy retrofit project.
- The credit for indirect costs included in Other Outgo remain unchanged from the Adopted Budget.
- Special Education TLC programs & programs operated by SBCEO decreased by \$<385,265>.
- **In total, expenditures for Other Outgo decreased by \$<385,265> since the Adopted Budget.**

**TOTAL EXPENDITURES HAVE INCREASED BY: \$57,778,439**

**OTHER FINANCING SOURCES/USES:** Reflect a transfer in of \$426,300 from the Special Reserve Non-Capital Projects fund for bus replacements. A transfer out of \$66,134 to the Special Reserve Capital Outlay fund for project 22-421 PVHS marquee replacement. Also, the transfer out of \$375,000 to the District’s Deferred Maintenance fund remains unchanged since the Adopted Budget.

**NET CHANGE OF INCREASE (DECREASE) IN FUND BALANCE:**

Total revenues <b><i>increased</i></b> by:	\$ 46,462,952
Total expenditures <b><i>increased</i></b> by:	57,778,439
Total other financing sources/uses:	<u>&lt;66,134&gt;</u>
Net decrease of Ending Fund Balance:	<u>\$ &lt;11,381,621&gt;</u>

**The District’s Fund Balance:**

- **After providing for non-spendable components, and the 3% statutory minimum reserve for economic uncertainties, the District’s ending unrestricted unassigned fund balance has a positive balance of \$11,880,570. Note from the preceding narrative that there are numerous one-time items that have been carried forward from the prior year. These allocations were reserved in the District’s ending fund balance at the time it closed its books for 2021/22 and the Board approved the year-end report. These amounts are now part of the adjusted beginning fund balance in this Revised Budget. *This is a factor dealt with every year at the First Interim Report when carryover funds are recognized and then re-budgeted to be spent in the new budget year.***
- **Remember that there are no minimum funding level requirements contained in the LCFF law. So while LCFF has resulted in significant additional revenue to the District, it is still an ADA driven model, and changes in the District’s unduplicated FRPM/EL percent can have a significant impact, either up or down, on the amount of revenue.**

Santa Maria Joint Union High School District  
 2022/23 1ST INTERIM BUDGET - MULTI YEAR PROJECTION - GENERAL FUND

		2022/23	2023/24	2024/25
	Enrollment Projection	9,203	9,026	8,952
	ADA Projection	8,664	8,498	8,428
	Funded ADA Projection	8,746	8,664	8,636
Description	Object Code	Base Year 2022-23	Year 2 2023-24	Year 3 2024-25
<b>Combined Summary</b>				
<b>A. Revenues</b>				
LCFF Sources	8010-8099	133,100,344.00	139,993,308.00	144,130,217.00
Federal Revenue	8100-8299	24,484,719.34	5,217,620.99	5,217,620.99
Other State Revenues	8300-8599	31,077,549.74	10,020,533.58	10,098,459.97
Other Local Revenues	8600-8799	6,704,855.67	6,667,271.53	6,657,443.40
<b>Total, Revenue</b>		<b>195,367,468.75</b>	<b>161,898,734.10</b>	<b>166,103,741.36</b>
<b>B. Expenditures</b>				
Certificated Salaries	1000-1999	60,436,389.48	54,684,279.51	55,202,301.58
Classified Salaries	2000-2999	25,576,215.63	23,977,112.00	24,366,798.48
Employee Benefits	3000-3999	39,794,606.43	37,531,996.97	37,641,417.69
Books and Supplies	4000-4999	29,023,401.21	13,464,280.04	11,653,980.09
Services and Other Operating Expenditures	5000-5999	38,088,800.52	15,502,794.35	15,854,431.10
Capital Outlay/Depreciation	6000-6999	5,963,237.69	4,272,233.07	4,272,233.07
Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,526,415.68	3,458,897.11	3,079,254.46
Other Outgo - Transfers of Indirect Costs	7300-7399	(238,550.64)	(1,005,936.97)	(1,005,936.97)
Other Adjustments - Expenditures			-	-
<b>Total, Expenditures</b>		<b>202,170,516.00</b>	<b>151,885,656.08</b>	<b>151,064,479.50</b>
<b>C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses</b>		(6,803,047.25)	10,013,078.02	15,039,261.86
<b>D. Other Financing Sources/Uses</b>				
Interfund Transfers				
Transfers In	8900-8929	426,300.00	426,300.00	426,300.00
Transfers Out	7600-7629	441,134.00	375,000.00	375,000.00
Other Sources/Uses				
Sources	8930-8979	-	-	-
Uses	7630-7699	-	-	-
Other Adjustments - Other Financing Uses		-	-	-
Contributions	8980-8999	-	-	-
<b>Total, Other Financing Sources/Uses</b>		<b>(14,834.00)</b>	<b>51,300.00</b>	<b>51,300.00</b>
<b>E. Net Increase (Decrease) in Fund Balance/Net Position</b>		<b>(6,817,881.25)</b>	<b>10,064,378.02</b>	<b>15,090,561.86</b>
<b>F. Fund Balance, Reserves/Net Position</b>				
Beginning Fund Balance/Net Position				
As of July 1 - Unaudited	9791	41,270,054.85	38,432,244.60	48,496,622.62
Audit Adjustments	9793	3,980,071.00	-	-
As of July 1- Audited		45,250,125.85	38,432,244.60	48,496,622.62
Other Restatements	9795	-	-	-
Adjusted Beginning Balance		45,250,125.85	38,432,244.60	48,496,622.62
Ending Balance/Net Position, June 30		38,432,244.60	48,496,622.62	63,587,184.48
Components of Ending Fund Balance (FDs 01-60 only)				
Nonspendable	9710-9719	357,906.18	357,906.18	357,906.18
Restricted	9740	2,072,353.02	2,072,353.02	2,072,353.02
Committed				
Stabilization Arrangements	9750	-	-	-
Other Commitments	9760	18,043,065.64	18,043,065.64	18,043,065.64
Accommodate growth/reduce density				
Alternative ed expansion/Wellness centers				
Certificated Medical Savings				
Student Technology Refresh				
Textbook adoption-Social Studies, Math, Science				
Assigned				
Other Assignments	9780	-	-	-
Unassigned/Unappropriated				
Reserve for Economic Uncertainties	9789	6,078,349.50	4,432,846.54	4,410,006.77
<b>Unassigned/Unappropriated Amount</b>	<b>9790</b>	<b>11,880,570.26</b>	<b>23,590,451.24</b>	<b>38,703,852.87</b>



All ongoing sources of Revenues and Expenditures from the 2022/23 Adopted Budget are assumed to continue at the same level for the next two years with the following adjustments:

**REVENUES**

LCFF Sources

- For this Adopted Budget, the District is projecting revenue from LCFF sources using the simulator tool provided by the Fiscal Crisis and Management Assistance Team (“FCMAT”). FCMAT’s calculations use inflation, proration factor and gap funding percentage estimates provided by the California Department of Finance, and then allows for entry of district-variable data such as ADA by grade span, and the percentage of the count of unduplicated students who are English learners, foster youth, or who qualify for free or reduced-price meals. This factor is often referred to as “FRPM/EL”. The table below illustrates the various components of income from LCFF sources for the budget and two subsequent years.

	2022-23	2023-24	2024-25
<b>LCFF State Aid Funding</b>			
Base Grant	\$ 99,885,189	\$ 104,418,958	\$ 108,264,131
Supplemental/Concentration Grant	29,726,430	32,085,625	32,377,361
<b>Total LCFF State Aid</b>	<b>129,611,619</b>	<b>136,504,583</b>	<b>140,641,492</b>
<b>Property Tax Transfer SBCEO for Special Education</b>	<b>2,219,741</b>	<b>2,219,741</b>	<b>2,219,741</b>
<b>Total Revenues, LCFF Sources</b>	<b>\$ 131,831,360</b>	<b>\$ 138,724,324</b>	<b>\$ 142,861,233</b>
<b>Funded LCFF <u>Base Grant</u> / ADA:</b>	<b>\$ 11,421</b>	<b>\$ 12,052</b>	<b>\$ 12,536</b>
<b>Funded ADA (includes COE)</b>	<b>8,746</b>	<b>8,664</b>	<b>8,636</b>

- In 2023/24, revenues from LCFF sources increase from 2022/23 by \$6,892,964. Included within the total change is an **increase** in supplemental/concentration grant funding of \$2,359,195 due to a change in the three-year rolling average percentage of the District’s unduplicated pupil population of English learners, foster youth, and economically disadvantaged students (“FRPM/EL”). The estimated funded LCFF base grant per ADA is \$12,052.
- In 2024/25, revenues from LCFF sources increase by \$4,136,909; the amount of this increase that is from supplemental and concentration grants is \$291,736. The estimated funded LCFF base grant per ADA is \$12,536.

Federal, State and Local Revenues

- Year to year changes for federal, state, and local revenues are summarized in the tables on the following page.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**2022/23 1<sup>ST</sup> Interim Budget**  
**Multi/Year Projection – General Fund**

<b>FEDERAL REVENUES</b>			
2022/23 balance			\$ 24,484,719
2023/24			
CARES ACT:			
ESSER II		(5,525,893)	
ARP ACT:			
ESSER III		(9,171,803)	
ESSER III - Learning Loss		(2,599,278)	
AB86 as modified by AB130 Funds:			
ESSER II		(53,710)	
ELO GEER II		(147,357)	
ELO ESR 3 - Emergency		(280,084)	
ELO ESR 3 - Learning Loss		(1,321,838)	
ARP HCY II		(167,136)	
Total change from 2022/23 to 2023/24			(19,267,098)
2023/24 balance			\$ 5,217,621
Total change from 2023/24 to 2024/25			-
2024/25 balance			\$ 5,217,621

<b>STATE REVENUES</b>			
2022/23 balance			\$ 31,077,550
2023/24			
Mandate Block Grant		47,187	
Ag Incentive Grant		4,079	
CTEIG Grant		50,286	
K12 Strong Workforce Grant		19,121	
Lottery \$170/ADA unrestricted, \$67/ADA restricted		(38,416)	
AB181 Funds:			
Arts, Music & Instructional Materials Block Grant		(5,623,168)	
AB182 Funds:			
Learning Recovery Emergency Block Grant		(15,545,425)	
Special Ed Mental Health		29,319	
Total change from 2022/23 to 2023/24			(21,057,016)
2023/24 balance			\$ 10,020,534
2024/25			
Mandate Block Grant		13,068	
Ag Incentive Grant		3,212	
CTEIG		39,596	
K12 Strong Workforce Grant		15,056	
Lottery \$150/ADA unrestricted, \$49/ADA restricted		(16,092)	
Special Ed mental health		23,086	
Total change from 2023/24 to 2024/25			77,926
2024/25 balance			\$ 10,098,460

<b>LOCAL REVENUES</b>			
2022/23 balance			\$ 6,704,856
2023/24			
Interest		(20,234)	
Misc. Locally Restricted Grants		(17,350)	
Total change from 2022/23 to 2023/24			(37,584)
2023/24 balance			\$ 6,667,272
2024/25			
Interest		(9,828)	
Total change from 2023/24 to 2024/25			(9,828)
2024/25 balance			\$ 6,657,443

## EXPENDITURES

### Salaries, Wages, and Benefits:

- Step and Longevity increases for all employees of \$1,476,236 for 2023/24 and \$1,329,818 for 2024/25.
- The increased cost associated with the Classified bargaining agreement in the second year of the two-year contract beginning in 2022/23 the cost of an ongoing 3.0% COLA is projected at \$742,980.
- The State Teachers Retirement System (STRS) rate remains unchanged from 2022/23, however, costs are projected to decrease \$949,962 due to the reduction in salaries after removing non-recurring COVID-19 funding sources. For 2024/25 again there is no STRS rate change, however, cost is projected to increase \$79,032 because of step-column costs increasing. The STRS governing board does have the authority to make rate changes in future years.
- Rates for the Public Employee Retirement System (PERS) are projected to slightly decrease; final approval of the rate by the CalPERS board is done usually in May of each year for the following year. At that time the actuarial assumptions and projected rates are also updated. For 2023/24 the decrease is 0.17 percentage points resulting in a decrease of \$264,011 resulting from removing non-recurring salaries related to COVID-19 funding sources. For 2024/25 the projection is a decrease of 0.60 percentage points, resulting in a decrease of \$45,125 from 2023/24.
- The District annually projects attrition of 5.0 Certificated FTE's from retirements. The salary and benefit savings from these retirements, offset by salary and benefit costs for replacement employees, and continuing health benefits for the retirees, results in a decrease of \$141,662 in 2023/24 and a decrease of \$141,662 in 2024/25.
- Based on projected enrollment and hiring ratios, for 2023/24 there is a decrease in Certificated staff of 6.30 FTE a projected cost reduction of \$502,088 due to the projected enrollment decline of 177 students from 2022/23. For 2024/25 there is a decrease of 2.60 FTE a projected decrease of \$207,211 due to the projected enrollment decline of 74 students from 2023/24.
- The various COVID-19 grant funds authorized by both the federal and state government (CARES Act, ARP Act, AB86, AB130) are not ongoing revenue sources and are budgeted in the 2022/23 year. Any amounts unexpended will be carried over to be spent until the funding window for allowable grant expenditures expires. The Dean of Students, and Nurses positions are expected to continue once available ESSER II funding is exhausted, the projected associated cost is \$821,872.
- Based on salary costs, the 1% pre-funding of retiree health benefits decreases by \$20,902 in 2023/24, and \$8,261 in 2024/25.
- Based on an actuarial study of the District's OPEB liability, the provision for the retiree health benefits pay as you go amount decreases by \$10,550 in 2023/24, and increases by \$5,559 in 2024/25.
- In total, costs for salaries, wages, and benefits **decrease** from 2022/23 to 2023/24 by \$9,613,823 and **increase** from 2023/24 to 2024/25 by \$1,017,129. All the changes noted above are summarized in the table on the following page.
- PLEASE NOTE: There are no COLA increases on salaries and benefits included for Certificated or Management, Confidential and Unrepresented staff in 2023/24 or 2024/25, as these are subject to negotiations. Classified staff will be in the second year of a two-year contract beginning in 2023/24 and a negotiated 3.0% COLA has been projected, the cost associated with the increase is shown in the table on the following page.

<b>SALARIES, WAGES, AND BENEFITS</b>			
2022/23 balance			\$ 125,807,212
2023/24			
Step-column cost including statutory benefits (ongoing)		1,476,236	
Classified cost 3.0% COLA including statutory benefits (ongoing)		742,980	
3% Off schedule payment including statutory benefits (one-time)		(2,474,333)	
Staffing decreases due to enrollment decline		(502,088)	
STRS no rate change		(949,962)	
PERS rate decrease 0.17 percentage points		(264,011)	
CARES ACT:			
ESSER II		(4,138,421)	
ARP ACT:			
ESSER III		(1,442,104)	
ESSER III - Learning Loss		(87,470)	
AB86 Funds:			
ELO Grant		(144,772)	
AB86 as modified by AB130 Funds:			
ESSER II		(5,603)	
ELO ESR 3 - Emergency		(141,240)	
ELO ESR 3 - Learning Loss		(601,805)	
AB130 Funds:			
Educator Effectiveness		(407,558)	
Special Ed Dispute Prevention & Resolution		(12,074)	
Special Ed Learning Recovery Support		(224,027)	
A-G Access/Success Grant		(402,110)	
A-G Learning Loss Mitigation Grant		(20,751)	
Staffing increases due to projected funding change		821,872	
LCAP S&C increased & improved services carryover		(635,913)	
Lottery		(27,555)	
Increase in retiree health benefits prefunding		(20,902)	
Projected change in retiree health pay as you go		(10,550)	
Estimated annual retirements 5 FTE's		(141,662)	
Total change from 2022/23 to 2023/24			(9,613,823)
2023/24 balance			\$ 116,193,388
2024/25			
Step-column costs including statutory benefits (ongoing)		1,329,818	
Staffing decreases due to enrollment decline		(207,211)	
STRS no rate change		79,032	
PERS decrease 0.60 percentage points		(45,125)	
Lottery		(11,543)	
Increase in retiree health benefits prefunding		8,261	
Projected change in retiree health pay as you go		5,559	
Estimated annual retirements 5 FTE's		(141,662)	
Total change from 2023/24 to 2024/25			1,017,129
2024/25 balance			\$ 117,210,518

Books and Supplies, Services, Capital Outlay

- Year to year changes in supplies, services, and capital outlay are summarized in the table on the following page.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**2022/23 1<sup>ST</sup> Interim Budget**  
**Multi/Year Projection – General Fund**

<b>SUPPLIES, SERVICES, CAPITAL OUTLAY</b>		
2022/23 balance		\$73,075,439
2023/24		
	Remove amounts added in the budget year that are non-recurring:	
	15-16 1-time instructional materials, site allocations for prof. development	(980,606)
	Site departments & MAA carryovers	(1,515,616)
	Transportation bus carryover	(631,812)
	Technology	(69,043)
	Ending balance carryover, Lottery	(1,780,942)
	Ending balance carryover, student tablet insurance	(232,875)
	Misc. grants & donations	(210,326)
	Locally restricted resources	(300,788)
	LCAP S&C increased & improved services carryover	(228,197)
	Project 21-351 ERHS hillside fence	(39,626)
	Project 18-280 ERHS church parking lease	(13,500)
	Adjust for one time capital expenditures occurring in the budget year (CTE Pathways capital equipment carryover)	(827,801)
	Adjust to spend balance of CARES Act funds:	
	ESSER II	(425,493)
	Adjust to spend balance of ARP Act funds:	
	ARP HCY II	(158,243)
	ESSER III	(7,100,682)
	ESSER III - Learning Loss	(2,504,197)
	Adjust to spend balance of AB86 funds:	
	ELO Grant	(108,892)
	Adjust to spend balance of AB86 as modified by AB130 funds:	
	ESSER II	(46,808)
	ELO GEER II	(147,357)
	ELO ESR 3 - Emergency	(114,148)
	ELO ESR 3 - Learning Loss	(601,617)
	Adjust to spend balance of AB130 funds:	
	Educator Effectiveness	(1,345,734)
	Special Ed Dispute Prevention & Resolution	(12,528)
	Special Ed Learning Recovery Support	(172,494)
	A-G Access/Success Grant	(278,993)
	Adjust to spend balance of AB128 funds:	
	Special Education ARP CCEIS	(46,617)
	Adjust to spend balance of AB181 funds:	
	Arts, Music & Instructional Materials Block Grant	(5,623,168)
	Adjust to spend balance of AB182 funds:	
	Learning Recovery Emergency Block Grant	(15,545,425)
	Capital outlay:	
	Project P402 SSC new bus canopy	(463,001)
	Project 21-395 CTE bldg A office space	(5,850)
	Remove expenditures associated with revenue sources that, in whole or part, do not continue in subsequent year:	
	Classified School Employees Professional Development Block Grant	(51,851)
	Kitchen Infrastructure & Training Grant	(379,370)
	CTEIG Grant	50,404
	Increase based on projected increases due to State categorical COLA associated with revenue sources that, in whole or part, continue in subsequent year:	
	Ag Incentive Grant	4,079
	K12 Strong Workforce Grant	19,213
	Projected increases in California CPI 2.58%	597,716
	Provision for increased LCAP expenditures to serve FRPWEL population, based on projected changed in UPP % and Supplemental/Concentration grant revenue	2,359,195
	Elections Expense (occurs every other year in even-numbered years)	(72,500)
	Actuarial & self insurance study (bi-annual)	(7,500)
	Adjust projected expenditure in restricted programs subject to available funding	(823,139)
	Total change from 2022/23 to 2023/24	(39,836,132)
2023/24 balance		\$33,239,307
2024/25		
	Provision for increased LCAP expenditures to serve FRPWEL population, based on projected changed in UPP % and Supplemental/Concentration grant revenue	(2,067,459)
	Increase based on projected increases due to State categorical COLA associated with revenue sources that, in whole or part, continue in subsequent year:	
	Ag Incentive grant	3,212
	CTEIG Grant	40,013
	K12 Strong Workforce Grant	15,382
	Elections Expense (occurs every other year in even-numbered years)	72,500
	Actuarial & self insurance study (bi-annual)	7,500
	Projected increases in California CPI 2.20%	456,667
	Adjust projected expenditure in restricted programs subject to available funding	13,521
	Total change from 2023/24 to 2024/25	(1,458,663)
2024/25 balance		\$31,780,644

Other Outgo

- Included in Other Outgo is the District's required payment for Certificates of Participation ("COPs") debt service, in support of a variety of energy management, conservation, and retrofit projects throughout the District. Amounts projected in accordance with debt service schedules are \$447,161 in 2022/23, and \$379,643 in 2023/24 (decrease of \$67,519). In accordance with the debt service schedule, the final payment on the COPS obligation is due in June of 2024.
- Also included in Other Outgo are amounts paid to the Santa Barbara County Education Office for services provided under the Districts LCAP plan. These services include shared costs for Fitzgerald Community School. The total amount included in the budget year for these services is \$425,000 and it remains unchanged in the two subsequent years.
- Also included in Other Outgo, Special Education, mental health and TLC program allocations from SELPA funding model, amounts paid to the Santa Barbara County SELPA for regional housing, BCBA services and non-public school costs. Amounts are projected to remain unchanged in the two subsequent years.
- The indirect cost component of Other Outgo decreases \$<767,386> in 2023/24 and remains unchanged in 2024/25.

Other Financing Uses

- In support of year three (of six) for a bus replacement plan, the budget year reflects a transfer in of \$426,300 from the District's Special Reserve Non-Capital Outlay Fund. This transfer is continued for the subsequent two years.
- The budget year includes a transfer out of \$66,134 from the General Fund to the Special Reserve Capital Outlay Fund. This transfer does not continue for the subsequent two years.
- The budget year includes commitments totaling \$18,043,065.64 for certificated medical savings, to accommodate growth/reduce density, alternative education expansion / wellness centers, textbook adoption, and a student technology refresh.
- The budget year includes transfers out of \$375,000 in support of the District's facilities and deferred maintenance projects. Note that funding for deferred maintenance, formerly a "Tier III" categorical program, is eliminated due to the LCFF funding formula. This transfer is continued for the subsequent two years.

***PLEASE NOTE: This projection is based on assumptions and factors from existing current law, as well as proposals contained in the State Budget and various education trailer bills. LCFF funding is dependent upon a variety of state and District-specific factors which can significantly impact future revenue projections. The next budget revision for the District will be the "Second Interim Revised Budget" based on actuals through January 31, and required to be presented to the Board on or before March 15.***

***The next benchmark for revenue projections, and a first look at the Governor's proposed budget for the 2023/24 year, will be in January.***

<b>SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT</b>			
<b>2022-23 1ST INTERIM BUDGET</b>			
<b>SB 858 RESERVE REQUIREMENT CALCULATIONS &amp; DISCLOSURE</b>			
	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
<b>Minimum Reserve Level Required (3%)</b>	<b>\$ 6,078,350</b>	<b>\$ 4,432,847</b>	<b>\$ 4,410,007</b>
<b>Reserve Level in District's budget</b>	<b>\$ 6,078,350</b>	<b>\$ 4,432,847</b>	<b>\$ 4,410,007</b>
<b>Amount in excess of minimum</b>			
<b>General Fund</b>	<b>11,880,570</b>	<b>23,590,451</b>	<b>38,703,853</b>
<b>Fund 17 Special Reserve</b>	<b>2,595,456</b>	<b>2,182,134</b>	<b>1,766,745</b>
<b>Total amount in excess of minimum</b>	<b>\$ 14,476,027</b>	<b>\$ 25,772,585</b>	<b>\$ 40,470,598</b>
<p>In Fund 17, Special Reserve, amounts in this fund are earmarked for costs associated with opening a new school, that cannot be paid with bond funds. \$1.367 million are assigned for a six year bus replacement plan the two out years are adjusted for an estimated transfer of \$426,300 per year. The bus replacement plan was implemented beginning in fiscal year 2020-21 through 2025-26.</p>			



REGULAR MEETING  
DECEMBER 13, 2022

## **APPENDIX E**

### **RESOLUTION 6 - 2022-2023**

### **ANNUAL ACCOUNTING FOR SCHOOL FACILITIES FEES**

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REGULAR MEETING  
DECEMBER 13, 2022

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
RESOLUTION NUMBER 6-2022-2023

A RESOLUTION OF THE BOARD OF EDUCATION OF THE  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT ADOPTING THE FINDINGS  
CONTAINED IN THE ANNUAL AND FIVE YEAR DEVELOPER FEE REPORT  
FOR FISCAL YEAR 2021-2022

**WHEREAS**, pursuant to its authority under Education Code Section 17620 and Government Code Section 65995, the Governing Board has previously adopted and imposed statutory school fees for the 2021-2022 fiscal year on residential, commercial, and industrial development (“Developer Fees”) to mitigate the impact of new development on the Santa Maria Joint Union High School District (“District”); and

**WHEREAS**, the District has deposited all Developer Fees that it has received in a separate non-commingled capital facilities fund (“Capital Facilities Fund”) established for such a purpose, pursuant to Government Code Section 66006(a) and (b); and

**WHEREAS**, the District has made available to the public the Annual and Five Year Developer Fee Reports for Fiscal Year 2021-2022; and

**WHEREAS**, the District has reviewed the information provided in the Annual and Five Year Developer Fee Report, attached hereto as Exhibits A and B, and has determined the information contained therein to be true and correct; and

**WHEREAS**, the Annual Developer Fee Report was prepared in accordance with Government Code Section 66006(b)(1); and

**WHEREAS**, the Five Year Developer Fee Report was prepared in accordance with Government Code Section 66001(d); and

**WHEREAS**, the District has mailed notice at least fifteen (15) days prior to this meeting to all interested parties who have requested notice of any meeting relative to the District's imposition of Developer Fees; and

**WHEREAS**, the Governing Board has reviewed and considered the Annual and Five Year Developer Fee Report at a duly noticed, regularly scheduled public meeting at least fifteen (15) days after the District made this information publicly available, pursuant to Government Code Section 66006(b)(2).

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AS FOLLOWS:**

Section 1. The Board has reviewed the information provided in the Annual and Five Year Developer Fee Report, and finds it to be true and correct.

Section 2. The Board, based upon the information contained in the Annual Developer Fee Report, finds as follows:

Section 2.1 That the Annual Developer Fee Report describes the types of fees contained in the Capital Facilities Fund, including the amount of the fees, the beginning and ending balance of the Capital Facilities Fund, as well as the amount of fees collected, and the interest earned thereon.

Section 2.2 That the Annual Developer Fee Report identifies each public improvement on which Developer Fees were expended, the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with Developer Fees.

Section 2.3 That sufficient funds have not been collected to complete the financing of any incomplete public improvement, and that there were no refunds made of Developer Fees.

Section 2.4 That there were no inter-fund transfers or loans made from the Capital Facilities Fund that were not made for capital improvements.

Section 3. The Board, based upon the information contained in the Five Year Developer Fee Report, finds as follows:

Section 3.1 That the purpose of Developer Fees imposed on new residential, commercial, and industrial development within the District is to fund the school facilities required to serve the additional grade K-12 students generated by such new development and that the Developer Fees will be used for the construction and/or acquisition of additional school facilities and the reconstruction of existing school facilities to provide additional capacity.

Section 3.2 That there is a proportional and reasonable relationship between the Developer Fees imposed on new development and the need for additional District school facilities because new development will generate new students to be enrolled in the District which will lead to increased need for school facilities, and that the Developer Fees imposed do not exceed the cost of providing such additional school facilities.

Section 3.3 That there is a further proportional and reasonable relationship between the unexpended Developer Fees contained in the Capital Facilities Fund and the need for additional school facilities because the Developer Fees imposed on new developments will not fully cover the costs of providing such school facilities for these new students.

Section 3.4 That the portion of the Capital Facilities Fund that remains unexpended will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities in order to increase capacity, and the acquisition of additional portable classrooms to accommodate students generated from new development.

Section 3.5 That the funding anticipated to complete the financing of incomplete projects will be obtained from the State School Facilities Program and additional Developer Fees as set forth in the Five Year Developer Fee Report.

Section 3.6 That the dates upon which the District's school facilities projects employing the unexpended funds in the Capital Facilities Fund will commence are not presently known.

Section 4. The District made the Annual and Five Year Developer Fee Report available for public review at least fifteen (15) days prior to the Board's consideration of said report.

Section 5. The District mailed notice of the time and place of the Board meeting in which the Annual and Five Year Developer Fee Report would be considered, as well as the location where the reports could be reviewed, at least fifteen (15) days before the meeting, to each individual who had filed a written request for such notice.

PASSED AND ADOPTED this 13<sup>th</sup> day of December, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**Exhibit A**

To Resolution Regarding Annual Accounting of Development Fees in the  
Developer Fees Fund (#25)

(A) *A brief description of the type of fee in the Funds:*  
Statutory school facilities fees and payments to mitigate new development's impacts on schools facilities.

	Total	(4/13) SMJUHSD	(9/13) Elementary
<b>(B) <i>The amount of the fees per square foot (07/01/21 through 05/10/22):</i></b>			
1 <u>Residential Housing</u>			
LEVEL I Fee / Addition	\$ 4.08	\$ 1.26	\$ 2.82
LEVEL II Fee		\$ 2.91	N/A
Residential Housing total		\$ 4.17	
2 <u>Commercial Construction / Senior Housing</u>	\$ 0.66	\$ 0.20	\$ 0.46

<b><i>The amount of the fees per square foot (05/11/2022 through 06/12/22):</i></b>			
1 <u>Residential Housing</u>			
LEVEL I Fee / Addition	\$ 3.67	\$ 1.26	\$ 2.41
LEVEL II Fee		\$ 3.07	N/A
Residential Housing total		\$ 4.33	
2 <u>Commercial Construction / Senior Housing</u>	\$ 0.59	\$ 0.20	\$ 0.39

<b><i>The amount of the fees per square foot (6/13/2022 through 6/30/2022):</i></b>			
1 <u>Residential Housing</u>			
LEVEL I Fee / Addition	\$ 1.37	\$ 1.37	\$ -
LEVEL II Fee		\$ 3.18	N/A
Residential Housing total		\$ 4.55	
2 <u>Commercial Construction / Senior Housing</u>	\$ 0.59	\$ 0.20	\$ 0.39

3 <u>Negotiated Mitigation Agreement - Various developers</u>			
Rice Ranch Ventures / Trilogy	\$ 0.36	\$ 0.36	N/A
\$.36 per square foot in addition to Level II Fee			

4 <u>Self-Storage Projects</u> <b>(07/01/21 through 06/12/22):</b>	\$ 0.13	\$ 0.13	N/A
4 <u>Self-Storage Projects</u> <b>(06/13/22 through 06/30/22):</b>	\$ 0.14	\$ 0.14	N/A

	Fund 25
(C) <i>The Beginning and Ending Balances of the Funds</i>	
Beginning Balance, July 1, 2021	\$ 3,151,980
Ending Balance, June 30, 2022	\$ 3,793,789

(D) <i>The amount of the fees collected and the interest earned:</i>	
LEVEL I FEES ADDITIONS - Collected during 21/22	\$ 95,339
LEVEL I FEES ADDITIONS - Refunded during 21/22	\$ (1,196)
LEVEL I FEES ADUS - Collected during 21/22	\$ 128,011
LEVEL I FEES ADUS - Refunded during 21/22	\$ -
LEVEL II FEES - Collected during 21/22	\$ 2,201,293
LEVEL II FEES - Refunded during 21/22	\$ (4,572)
COMMERCIAL FEES - Collected during 21/22	\$ 29,584
COMMERCIAL FEES -Refunded during 21/22	\$ (1,853)
SENIOR FEES - Collected during 21/22	\$ 18,945
SENIOR FEES -Refunded during 21/22	\$ -
Mitigation Fees - Rice Ranch Ventures / Trilogy - Collected during 21/22	\$ 3,460
Mitigation Fees - Rice Ranch Ventures / Trilogy - Refunded during 21/22	\$ -
Interest earned during 21/22	\$ 14,677
GASB31 - Fair Market Value Adjustment	\$ (127,896)
Other Income - Commercial	\$ -
<b>Total</b>	<b>\$ 2,355,792</b>

	Cost
(E) <i>Each public improvement on which fees were expended and the percentage of the project funded with statutory or mitigation fees:</i>	
Debt Service Payment for 2560 Skyway Dr.	\$ 85,369
Debt Service Interest Payment for 2560 Skyway Dr.	\$ 7,687
Rents & Leases	\$ 180,505
Land Improvements	\$ 129,656
Student Furniture	\$ 630,251
Building	\$ 361,995
Legal Expenses	\$ 543
Other Professional Consulting Services and Operating Expenses	\$ 317,977
<b>Total</b>	<b>\$ 1,713,983</b>

(F) *Description of incomplete public improvements.* Refer to Exhibit B.

(G) *Description of any Interfund Transfers* N/A

(H) *The amount of refunds made pursuant to subdivision (e) of California Govt Code section 66001 and any allocations pursuant to subdivision (e) or (f) of section 66001.* N/A -- No refunds or allocations were made pursuant to subdivision (e) or (f) of section 66001.

\$ 3,427,965

**Exhibit B**

To Resolution Regarding Annual Accounting of Development Fees for the fiscal year 2021/2022 in the  
Developer Fees Fund (#25)  
Per Government Code Section 66001 (d) (1) (A-D) as indicated:

A *With respect only to the portion of the Fund remaining unexpended at the end of the 2019/2020 Fiscal Year, the purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by the development on which the fees were levied, which facilities are more specifically identified as follows:*

	22/23	Budget	4 years 23/24 - 26/27
Debt Service Principal payment on purchase of 2560 Skyway Dr	\$	85,369	\$ 85,369
Debt Service Interest payment on purchase of 2560 Skyway Dr	\$	4,574	\$ 2,092
Professional Services-Architects, Attorneys, Consultants	\$	425,000	\$ 385,000
Bond Reporting Software	\$	45,000	\$ 180,000
Student Furniture	\$	1,625,000	\$ 800,000
Building / Site Improvements	\$	1,709,000	\$ 2,186,000
<b>Total of Projects</b>	<b>\$</b>	<b>3,893,943</b>	<b>\$ 3,638,461</b>

**Total of All Years- Budgeted Projects & Administrative Fees**

**\$ 7,532,404**

B *See Section 3.3 of the Resolution*

C *With respect only to that portion of the Fund remaining unexpended at the end of the 2021/2022 fiscal year, the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified in (1) above are as follows:*

	22/23	Budget	4 years 23/24 - 26/27
Developer Fees	\$	1,500,000	\$ 4,000,000
Interest	\$	10,000	\$ 40,000
<b>Total Sources</b>	<b>\$</b>	<b>1,510,000</b>	<b>\$ 4,040,000</b>

**Total of All Years - All Sources**

**\$ 5,550,000**

D *With respect only to that portion of the Fund remaining unexpended at the end of the 2020/2021 fiscal year, the following are the approximate dates on which the funding referred to in (3) above is expected to be deposited into the appropriate fund.*

	Amount
Developer Fees	
Developer Fees - 2022-2023	\$ 1,500,000
Developer Fees - 2023-2024	\$ 1,000,000
Developer Fees - 2024-2025	\$ 1,000,000
Developer Fees - 2025-2026	\$ 1,000,000
Developer Fees - 2026-2027	\$ 1,000,000
Interest	
Developer Fees - 2022-2023	\$ 10,000
Developer Fees - 2023-2024	\$ 10,000
Developer Fees - 2024-2025	\$ 10,000
Developer Fees - 2025-2026	\$ 10,000
Developer Fees - 2026-2027	\$ 10,000

Excess (deficit)

\$ 1,811,385

**REGULAR MEETING  
DECEMBER 8, 2022**

**APPENDIX F**

**Draft of Minutes**

**Regular Board Meeting – November 8, 2022**



**REGULAR MEETING OF THE  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION  
November 8, 2022**

A regular meeting of the Santa Maria Joint Union High School District Board of Education was held at the Support Services Center on November 8, 2022, with a closed session scheduled at 5:15 p.m. and an open session immediately following.

Members present: Karamitsos, Perez, Palera, Lopez, Garvin

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**OPEN SESSION**

**Call to Order**

Dr. Karamitsos called the meeting to order at 5:16 p.m.

**CLOSED SESSION PUBLIC COMMENTS**

Written:

Name	Topic
Lisa A. Dominguez	Salary increase

The meeting was adjourned to a closed session.

**RECONVENE IN OPEN SESSION/ANNOUNCE CLOSED SESSION ACTIONS**

Dr. Karamitsos called the meeting to order at 6:37 p.m. and led the Flag Salute. Mr. Garcia announced the closed session actions. The Board unanimously approved Certificated and Classified personnel actions, in addition to Student Matters.

**REPORTS**

**Student Reports**

Colin Fernandez/ERHS: FFA won a few titles at their National Conference. In sports, the Girls and Boys Water Polo teams made it to CIF. Events that took place included Dia de los Muertos, a taco truck was hired by the International Language Department, and seniors are currently completing their college applications. Fiesta Americana will start on November 11<sup>th</sup> and Righetti's band has been busy at several events. The annual food drive is underway and ASB also hosted a blood drive today.

Andrew Limon/DHS: The Robotics team has been invited to a national competition in Iowa. Leadership is hosting the annual Thanksgiving feast prepared by the Salvation Army volunteers with Element Church assisting. Fundraisers are in progress for breast cancer research. Students are currently taking the time to get to know the Counseling Department staff. Maple High School visited for a few rounds of basketball and students will be visiting Hancock for information on their Cosmetology Program.

Olivia Curiel/SMHS: ASB has collaborated with all sports Senior Nights and hosted a costume contest during lunch. They are also having great participation in the Student Senate meetings. FBLA completed their March of Dimes, the Alpine Club had a successful trip to Montana de Oro, counselors will host a college application party later this month, and seniors recently participated in a three-day college trip.

Kendall Courtright /PVHS: ASB visited the Vandenberg Senior residence. The Homecoming theme was Alice in Wonderland and the school rallies have been a success. The Varsity Water Polo team beat Stockdale which marked their first CIF victory. PV's production of Peter and the Starcatcher just completed its run with the next production being Chicago. The Marching Band and Color Guard brought home a second-place trophy and PV's Culinary classes have been delivering ordered treats to staff.

### **Superintendent's Report**

The Reclassification Luncheon recognized over 240 students from the English Learner program. All schools have been busy with various events and competitions such as Delta's Robotics program and the district wide FFA competitions. Orenda has concluded their visits to all schools. Data and reports will be shared with staff in January and February. The Santa Maria Police Department has been able to provide additional patrol around Pioneer Valley and Santa Maria High School. Mr. Garcia attended a few events that included Righetti's Kinder Patch, the Main Street Classic Luncheon, two plays, the Santa Maria Empty Bowls fundraiser, the Special Education Halloween Bash, a District wide College Night, and the Dia De Los Muertos event held at the mall.

### **Board Member Reports**

Dr. Garvin: He visited a few of the school sites with Mr. Garcia and attended Pioneer Valley's play with his wife. He suggested having a future conversation about what is available to students with colleges such as Cal Poly, UCSB, or Fresno State.

Ms. Lopez: She was able to attend the Righetti vs St. Joe's game despite the cold weather. She appreciates being able to stay informed of events via the media releases such as Dia de los Muertos and student college trips.

Mr. Palera: He also appreciates the media coverage by Kenny Klein as he is able to see the many events and activities going on district wide. Mr. Palera shared a Veteran's Day reminder and wished everyone a Happy Thanksgiving.

Ms. Perez: She is looking forward to the completion of election night. She attended several college events at the site where many of the students completed their FAFSA applications. Ms. Perez is also working with Cal Poly to try and increase admission opportunities.

Dr. Karamitsos: She reflected on the past 16 years she has served on the Board and mentioned she was able to attend the Peter and the Starcatcher play along with a One Community Action event in Solvang that was organized to end gun violence. Former Superintendent

Dr. Mark Richardson was remembered as he passed away almost a year ago. Dr. Karamitsos thanked everyone for their support through her many years of service.

**REPORTS FROM EMPLOYEE ORGANIZATIONS**

Tami Contreras: As the Board will have the opportunity to vote for salary increases for the Faculty Association and Management, she shared why the same offer of 6.56% and a 3% one-time payment would not equally reflect for the Classified staff. Inflation and rising costs are making it a difficult reality for Classified employees. Higher wages are required to keep well-qualified staff who will serve the students.

**OPEN SESSION PUBLIC COMMENTS**

Name	Topic
Susie Eichel	Salary increase
Susan Hook	
Hyma Adharapurapu	
Lindsay Limon	
Kathy Grimes	
Joe Gauna	
Angela Collins	
Julie Norris	
Ken Fry	
Julie Shires	
Maria Quintanilla	
Carlos Lopez	

**PRESENTATIONS**

**Student Showcase – Righetti High School Future Farmers of America (FFA)**

Resource Person: John Davis, Assistant Superintendent of Curriculum; Amy Guerra & Miguel Guerra, FFA Advisors

Students from Righetti High School’s FFA shared their experiences and recent accomplishments at this year’s National FFA Convention & Expo in Indiana.

**End of Year State Assessments**

Resource Person: John Davis, Assistant Superintendent of Curriculum; Karen Rotondi, Director of Teaching & Learning

End of year state assessment data was presented. Student demographics and the California Assessment of Student Performance and Progress (CAASPP) tier system was shared. English Language Art (ELA), Math and Science proficiency, achievement, and student performance data was displayed against county and state data. Math has been a struggle nationwide; the proficiency rates for the district decreased. Though the Science proficiency is low for 11<sup>th</sup> & 12<sup>th</sup> graders, the nearly met level is significantly higher. With student feedback, staff is currently thinking out of the box to get students better prepared moving forward. The

English Language Proficiency Assessment (ELPAC) proficiency rates show promising information.

**ITEMS SCHEDULED FOR ACTION**

**GENERAL**

**Board Policy Revision – First Reading – INFORMATION ONLY – Appendix H**

Resource Person: John Davis, Assistant Superintendent of Curriculum

The following board policy was presented for first reading. This policy will be placed on the next board agenda for approval. For a full description, please see Appendix H.

Board Policy	Description
<b>BP 6173</b> <b>AR 6173</b>	<b>Education for Homeless Children</b>  Board policy and administrative regulation have been updated to reflect the required changes that include the housing questionnaire, per Ed Code, administered annually to all students, homeless educational rights and resources published on the District/school websites, annual Board presentation on the progress of homeless students, and in our uniform complaint procedures.

**NO ACTION REQUIRED.**

**Board Policy Revision – First Reading – INFORMATION ONLY – Appendix D**

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources

The following board policies were presented for first reading. These policies will be placed on the next board agenda for approval. For a full description, please see Appendix D.

Board Policy	Description
<u>Revision:</u>  <b>BP 4118</b> <b>AR 4118</b>	<b>Dismissal/Suspension/Disciplinary Action</b>  The updates to BP/AR 4118 are to include some additional language to clarify that exercising First Amendment rights is not grounds for discipline.

<p><b><u>New Policy:</u></b></p> <p><b>BP 4218</b></p> <p><b><u>Revision:</u></b></p> <p><b>AR 4218</b></p>	<p><b>Dismissal/Suspension/Disciplinary Action</b></p> <p>The new BP 4218 and updates to AR 4218 are done to reflect procedural rights under <i>Skelly v. State Personnel Board</i>, including notification of the materials upon which the proposed action is based and the employee's right to respond to a designated district official ("Skelly officer") who will decide whether the recommended discipline should be imposed. The new BP 4218 contains material formerly in the AR that pertains to board actions in disciplinary hearings for classified employees and new material consistent with BP 4118 - Dismissal/Suspension/Disciplinary Action for certificated employees. The BP also reflects a new law (AB 2234, 2018) which requires the board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Updates to AR 4218 include a consolidation of the causes for disciplinary action, the addition of the requirement to set a timeline by which the employee may request a hearing, which must be not less than five days after serving notice upon the employee, and the expansion of the "Compulsory Leave of Absence" section to include definitions of "mandatory" and "optional" leave of absence offenses and reflect requirements pertaining to extension of the leave and compensation during the leave.</p>
<p><b><u>Revision:</u></b></p> <p><b>BP 4119.22</b>  <b>BP 4219.22</b>  <b>BP 4319.22</b></p>	<p><b>Dress and Groom</b></p> <p>This BP was updated to reflect SB 188, which prohibits discrimination against traits historically associated with race, including hair texture and "protective hairstyles" such as braids, locks, and twists.</p>

**NO ACTION REQUIRED.**

**Approval of MOU between the Santa Maria Joint Union High School District and the Santa Maria Joint Union High School District Faculty Association CTA/NEA regarding compensation settlement for the 2022-2023 school year – Appendix E**

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources

The District has reached a tentative agreement with the Faculty Association (FA) regarding compensation settlement for the 2022-23 school year.

The Memorandum of Understanding (MOU) dated October 31, 2022, will take effect pending approval by both parties. For specific details please refer to Appendix E.

A motion was made by Dr. Garvin and seconded by Mr. Palera to approve the Agreement with the Faculty Association as presented. The motion passed with a roll call vote 5-0.

**Roll Call Vote:**

Dr. Karamitsos	Yes
Ms. Perez	Yes
Mr. Palera	Yes
Ms. Lopez	Yes
Dr. Garvin	Yes

**BUSINESS**

**Public Disclosure of Collective Bargaining Agreement with Faculty Association – Appendix F**

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

In accordance with AB 1200 reporting requirements, the District must make public disclosure of any proposed collective bargaining agreements with their various employee organizations as to the effects of the agreements on the District’s financial status. The District has reached two Memorandums of Understanding (MOU) with the Santa Maria Joint Union High School District Faculty Association. The MOU dated October 31, 2022 terms include an additional 4.56% increase to the salary schedule retro-active to July 1, 2022 and a one-time 3% off-schedule payment of base salary to each eligible member. The total increase in 2022-23 is 6.56% (2% previously board approved October 12, 2021) over the 2021-22 certificated salary schedule. In addition, MOU dated September 19, 2022 increases district contributions in Article 2.7.1.1 to health benefits beginning with the January 1, 2023 plan year and remains effective through the end of the 3-year contract ending June 30, 2024.

The total cost of the Memorandum of Understanding is projected to be \$5,413,650 beginning in 2022-23. Further documentation of the fiscal impacts (as required by AB1200) is shown in Appendix F.

A motion was made by Dr. Garvin and seconded by Ms. Lopez to approve the AB 1200 Public Disclosure of Collective Bargaining Agreement with the Faculty Association as presented. The motion passed with a roll call vote 5-0.

**Roll Call Vote:**

Dr. Karamitsos	Yes
Ms. Perez	Yes
Mr. Palera	Yes
Ms. Lopez	Yes
Dr. Garvin	Yes

**Public Disclosure of Agreements and Approval of Compensation Increase for Unrepresented, Confidential, Classified Management and Certificated Management – Appendix G**

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

In accordance with AB 1200 reporting requirements, the District must make public disclosure of any proposed collective bargaining agreements with their various employee organizations as to the effects of the agreement on the District’s financial status. Administration is proposing 6.56% salary schedule increase retro-active to July 1, 2022, a one-time 3% off schedule payment of base salary, and increased health benefit contributions for non-bargaining unit members which consist of unrepresented (athletic trainers), confidential, classified, and certificated management employees, including assistant superintendents and superintendent.

The total cost of the recommended increase is projected to be \$949,177 beginning in 2022-23 fiscal year. Further documentation of the fiscal impacts (as required by AB1200) is shown in Appendix G.

A motion was made by Dr. Garvin and seconded by Mr. Palera to approve the AB 1200 Public Disclosure of the Agreements for Unrepresented, Confidential, Classified and Certificated Management. The motion passed with a roll call vote 5-0.

**Roll Call Vote:**

Dr. Karamitsos	Yes
Ms. Perez	Yes
Mr. Palera	Yes
Ms. Lopez	Yes
Dr. Garvin	Yes

**APPROVE BID: SECOND STORY OFFICE & TIRE ROOM CONVERSION (PROJECTS #19-317 & 19-326).**

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

The administration opened bids on October 19, 2022, for the **SECOND STORY OFFICE & TIRE ROOM CONVERSION (PROJECTS #19-317 & 19-326)**. The bid recap and administrative recommendation follows:

BIDDER	BASE BID	ADDITIVE ALTERNATE FOR REQUIRED ADA RESTROOM WORK
Alan Roinestad Construction & Management Inc.	\$487,805.00	\$182,855.00
PreCon Industries Inc.	\$696,000.00	\$97,500.00

Per the bidding requirements, recommendation for award will be based on the lowest base bid only. After review of the two (2) base bids by administration and the architect, Alan Roinestad Construction & Management Inc. was determined to be the apparent low bidder.

The City of Santa Maria requires that at least 20% of the project value be identified for improvements required by the Americans with Disabilities Act (ADA). To determine the value of the ADA work, bidders were asked to isolate the value as an Additive Alternate. The combined value of the base bid and additive alternate are within the project estimate range identified by the Architect.

A motion was made by Dr. Garvin and seconded by Mr. Palera to approve the **SECOND STORY OFFICE & TIRE ROOM CONVERSION (PROJECTS #19-317 & 19-326)** to the lowest bidder, Alan Roinestad Construction & Management Inc. for the base bid amount of \$487,805.00, IT IS FURTHER RECOMMENDED THAT the Board of Education approve the **ADDITIVE ALTERNATE FOR THE REQUIRED ADA RESTROOM WORK** at the amount of \$182,855.00, for a total of \$670,660.00 to be paid from Fund 40. The motion passed with a roll call vote 5-0.

**Roll Call Vote:**

Dr. Karamitsos	Yes
Ms. Perez	Yes
Mr. Palera	Yes
Ms. Lopez	Yes
Dr. Garvin	Yes

**CONSENT ITEMS**

A motion was made by Mr. Palera and seconded by Ms. Lopez to approve the following consent items as presented. The motion passed with a roll call vote 5-0.

**Roll Call Vote:**

Dr. Karamitsos	Yes
Ms. Perez	Yes
Mr. Palera	Yes
Ms. Lopez	Yes
Dr. Garvin	Yes

A. Approval of Minutes – **Appendix I**

Regular Board Meeting – October 11, 2022

B. Approval of Warrants for the Month of September 2022

Payroll	\$ 10,017,462.34
Warrants	6,330,202.42
<b>Total</b>	<b>\$ 16,347,664.76</b>

C. Attendance Report



**REGULAR MEETING**  
**November 8, 2022**

Mrs. Yolanda Ortiz, Assistant Superintendent of Business Services, was available to answer questions regarding the second month of the 2022-2023 monthly attendance report.

D. Approval of Contracts

COMPANY/ VENDOR	DESCRIPTION OF SERVICES	AMOUNT/ FUNDING	RESOURCE PERSON
Music Memories and More Custom Events	Full DJ sound and lighting services for PVHS Homecoming Dance on October 22, 2022.	\$12,366.51/ LCAP 2.7	Yolanda Ortiz
Santa Barbara County Education Office	Professional Learning Services for PVHS core content teachers about EL Newcomer policies, programs, and services from November 2022 to January 2023.	\$6,558.50/ Title III	John Davis
Language Line Services, Inc	Phone and InSight Video Interpreting services shall be provided through November 4, 2024.	NTE \$20,000/ ESSER III	John Davis
Solpugid Productions, LLC DBA <i>The Bug Chicks</i>	Articulation professional development workshops and assembly programs will be provided at ERHS and junior high schools on December 7th and 8th, 2022.	\$7,800/ A-G Improvement Grant	John Davis
California Psych Care, Inc	Funding increase for 9/13/22 Board approved contract for Behavior Intervention Implementation with Applied Behavior Analysis background services from August 1, 2022 to June 7, 2023.	\$60,080/ Special Education Funds	John Davis

E. Facility Report – **Appendix B**

F. Obsolete Equipment – **Appendix C**

Education Code §17545 and 17546 allows the district to dispose of personal property belonging to the district that is unsatisfactory, no longer necessary (obsolete), or unsuitable for school use. The district administration requested authorization to dispose of obsolete items in the list in Appendix C in compliance with government regulations. If an auction is warranted, the district will conduct an auction via the internet by and through its representative RT Auctions. Notices of items for sale at auction will be posted in no less than three public places within the District, including the District’s website at [www.smjuhsd.org](http://www.smjuhsd.org)

G. Student Matters - Education Code § 35146 and § 48918

Administrative Recommendation to order expulsion: 360981, 361016

H. Approval of Board Policies

The board policies listed below were presented for approval. The policies were listed for first reading on the October 11, 2022 board agenda.

Board Policy	Description
<p><b><u>New Policy:</u></b></p> <p><b>BP 4119.24</b>  <b>4219.24</b>  <b>4319.24</b></p>	<p><b>Maintaining Appropriate Adult-Student Interactions</b></p> <p>This is a new policy that addresses the avoidance of unlawful and inappropriate interactions between staff and students, an employee’s responsibility to report another employee’s violation of this policy, disciplinary consequences for staff, referral to law enforcement when appropriate, the requirement to post the code of conduct on school and/or district websites, and examples of conduct that are inappropriate or can create the appearance of impropriety.</p>
<p><b><u>Revision:</u></b></p> <p><b>AR 4116</b>  <b>BP 4216</b></p>	<p><b>Probationary/Permanent Status</b></p> <p>Material regarding eligibility for permanent status moved from AR to BP. Regulation updated to add material regarding the computation of the length of service required for classification as a permanent employee, including types of service excluded from that computation. This includes the probationary period for District police officers or public safety dispatcher (Education Code 45113, 45301), which may not be applicable if the District does not employ such person. BP 4116 was updated in 2020 and is therefore current, not requiring a revision.</p>
<p><b><u>Delete:</u></b></p> <p><b>AR 4117.6</b></p>	<p><b>Decision Not To Rehire</b></p> <p>Concepts that exist under AR 4117.6 now exist under BP/AR 4116 and BP 4216. Therefore, AR 4117.6 may be deleted.</p>

I. Out of State Travel

**REGULAR MEETING  
November 8, 2022**

Person/Reason	Location/Date	Description	Funding Source
Curtis Greeley (RHS) World History Project Summit	Seattle, WA January 12-15, 2023	The purpose of this Summit is to provide training and collaboration to teacher leaders from around the globe.	LCAP Goal 1
Marc DeBernardi (SMHS) NAAE/ACTE National Conference	Las Vegas, NV November 29-December 3, 2022	Attend engaging workshops with Agricultural and CTE teachers. To gain a better understanding of issues and concerns agricultural education and CTE programs face in an ever-changing society and school environment.	VEA-Ag
Kyle Tognazzini (PVHS) ABCA Baseball Convention	Nashville, TN January 5-8, 2023	To learn ideas for practice plans and to continue building culture and leadership in the baseball program.	LCAP Goal 2
Amy Guerra (RHS), Miguel Guerra (RHS) National FFA Convention	Indianapolis, IN October 24-29, 2022	FFA Poultry Team competed and represented California at the National FFA Convention. All four students received individual Gold award.	CTEIG

J. Purchase Orders

PO #	Vendor	Amount	Description/Funding
PO23-00779	School Services of CA	\$60,000	Consultant Fees/General Fund
PO23-00782	Maxim Healthcare Staffing	\$500,000	22-23 Medical Assistants & Paraeducators/ESSER II

K. Authorization to Utilize NASPOVP California – National Association of State Procurement Officials Value Point for District-wide Purchases of HP Computing and Printing Services for the length of the Contract through December 31, 2022

Section 10299 of the Public Contract Code provides an alternative for obtaining supplies, furniture, and equipment, whereby notwithstanding Section 20111 and 20112 of the Public Contract Code, “school districts may, without competitive bidding, utilize contracts, master agreements, multiple award schedules... established by the department [DGS] for the acquisition of information technology, goods, and services.” Section 10299 further authorizes state and local agencies to “contract with suppliers awarded the contracts without further competitive bidding.” The district administration recommends that district-wide purchases of HP computing and printing services be made utilizing the provisions of the Public Contract Code that allow purchasing from a NASPOVP-California Agreement –

Addendum #7-19-70-46-02, Amendment 1 from Master Agreement Number 140596, utilizing HP Inc. dba HP Computing and Printing Inc., as the servicing vendor, through December 31, 2022.

- L. Authorization to Utilize California Multiple Award Schedule (CMAS) Network Integration Company Partners, Inc. dba NIC Partners for the Length of the Contract through June 26, 2027

Section 10299 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment whereby notwithstanding Section 20111 and 20112 of the PCC Code, “school districts may, without competitive bidding, utilize contracts, master agreements, and multiple award schedules established by the department [DGS] for the acquisition of information technology, goods, and services.” Section 10299 further authorizes state and local agencies to “contract with suppliers awarded the contracts without further competitive bidding.” The district administration recommends that district-wide purchases of Aruba Networks be made utilizing the provisions of the PCC that allows purchasing from CMAS Network Integration Company Partners, Inc. dba NIC Partners, CMAS #3-10-70-2473P, Supplement No. 7 through June 26, 2027.

- M. Authorization to Contract for Architectural and Engineering Services for Project #22-454 PVHS Twelve (12) Portable Classroom Installation

The district administration recommends approval of Rachlin Partners to perform Architectural and Engineering Services for Project #22-454 – PVHS Twelve (12) Portable Classroom Installation for the amount of \$117,500.00.

- N. Authorization to Piggyback on Arvin Union School District for School Furnishings, Office Furniture and Accessories District-Wide for the Length of the Contract through November 12, 2023

Section 20118 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment, commonly referred to as “piggybacking”, where notwithstanding Section 20111 and 20112 of the PCC, the governing board of any school district without advertising for bids, and if the board has determined it to be in the best interest of the district may authorize the purchase of such supplies, furniture and equipment.

Arvin Union School District has awarded their furnishings bid to Sierra School Equipment – Piggyback Bid #2018-19-001, through November 12, 2023. The district recommends that the board find and determines that it is in the best interest of the district to authorize purchasing of furniture and accessories under the same terms and conditions. With Board approval the district may “piggyback” on their bid pursuant to the provisions of PCC20118.

- O. Acceptance of Gifts

**REGULAR MEETING  
November 8, 2022**

<b>Pioneer Valley High School</b>		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
California FCCLA State Association	PVHS FCCLA	\$4,344.39
Tyler Dickinson	Tyler D. Land Judging	\$750.00
G.A.A.T.E. Farm Bureau Association	Tyler D. Land Judging	\$250.00
Santa Maria Elks Lodge No. 1538	Tyler D. Land Judging	\$500.00
<b>Total Pioneer Valley High School</b>		<b><u>\$5844.39</u></b>
<b>Righetti High School</b>		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
Fellowship of Christian Athletes	Football	\$1,000.00
Fellowship of Christian Athletes	Football	\$18,703.00
The Kiwanis Club of Guadalupe	Marimba Band	\$1,000.00
The Santa Maria Breakfast Rotary	Rotary Club Scholars	\$7,500.00
Krafty Koncessions	ASB Football Experience	\$150.00
Krafty Koncessions	ASB Football Experience	\$150.00
Central Coast Labor/Andrew Oman	Marimba Band	\$500.00
Law Office of Cameron M Fernandez	Drama Club	\$250.00
Triple J Grease Removal & Jetting, Inc.	Drama Club	\$250.00
<b>Total Righetti High School</b>		<b><u>\$29,503.00</u></b>
<b>Santa Maria High School</b>		
<u>Donor</u>	<u>Recipient</u>	<u>Amount</u>
Wheels N Windmills Car Show	Auto Club	\$10,440.00
Central Coast Medical Oncology Corp	Girls Golf	\$2,500.00
37 <sup>th</sup> District Agricultural Association	FFA – OH	\$200.00
G.A.A.T.E Foundation	FFA	\$250.00
Ginny Barnett	Girls Basketball	\$100.00
Snap Mobile Inc	Boys Water polo	\$336.00
<b>Total Santa Maria High School</b>		<b><u>\$13,826.00</u></b>

**FUTURE BOARD MEETINGS FOR 2022**

Unless otherwise announced, the next regular meeting of the Board of Education will be held on December 13, 2022. Closed session is scheduled to begin at 5:00 p.m. Open session begins at 6:30 p.m. The meeting will be held at the District Support Services Center.

Board meetings for 2023 will be scheduled at the December 13, 2022 meeting.

**ADJOURN**

The meeting was adjourned at 8:30 p.m.