

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION

Regular Meeting  
November 17, 2010  
5:30 p.m. – Closed Session; 6:30 p.m. – General Session  
Support Services Center  
2560 Skyway Drive, Santa Maria, CA 93455

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

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

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

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NOTE: The Education code requires closed sessions in these cases to prevent disclosure of confidential student record information.	
B. Certificated and Classified Personnel Actions. The Board will be asked to review and approve routine hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources. <i>Appendix A (Classified, Certificated)</i>	1-2
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	Unless otherwise announced, the next regular meeting will be held on December 8, 2010, with a closed session at 5:30 p.m. and open session at 6:30 p.m. at the Santa Maria Joint Union High School District Support Services Center at 2560 Skyway Drive, Santa Maria, CA 93455	10
<b>XIII.</b>	<b>Adjourn</b>	10



CSBA

## PROFESSIONAL GOVERNANCE STANDARDS

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

### THE BOARD

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

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

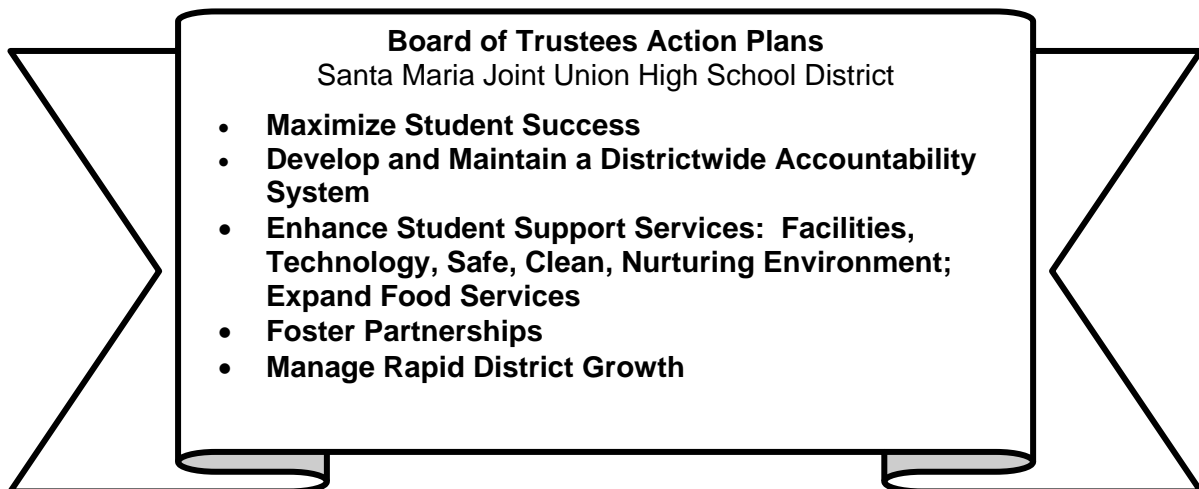
- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take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

### THE INDIVIDUAL TRUSTEE

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

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

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



## THE BOARD'S JOBS

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

### Effective boards:

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

## THE SUPERINTENDENT:

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

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

**Regular Meeting  
November 17, 2010**

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



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

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

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**I. Open Session**

Call to Order

**II. Closed Session Public Comments**

This section of the agenda is intended for members of the public to address the Board of Education on items involving the school district that are being considered in Closed Session. Such testimony shall be limited to three minutes each person and fifteen minutes each topic. If an answer to a specific question is requested, the Board President will, if appropriate, direct administration to respond in writing.

**III. Adjourn to Closed Session**

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

A. Student Matters – The Board will review 4 proposed expulsions.

NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.

B. Certificated and Classified Personnel Actions. The Board will be asked to

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review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources.

- C. Conference with Labor Negotiators. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).
- D. CSBA Delegate Assembly Election

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

Call to Order/Flag Salute

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

The Board will announce the following actions:

- A. Student Matters – The Board will review 4 proposed expulsions.

NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.

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

### **VI. Presentations**

- A. FFA National Trips Review
- B. Righetti High School Choir

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

- A. Superintendent's Report
  - 1. Board Members Elected November 2, 2010

There was no was election to fill three board vacancies because Board members were running unopposed. Therefore, Dr. Jerry

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Walsh, Dr. Carol Karamitsos, and Dr. Dean Reece will be sworn in at the December 8<sup>th</sup> annual organizational meeting as if elected at a district election.

2. Budget Update / Diane Bennett, Assistant Superintendent of Business

The District adopted its 2010-11 budget at the June 23, 2010 board meeting, based on information available at that time. Education Code §42127(i)(4) requires that “Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act.” The Governor signed the 2010-11 Budget Act on October 8, 2010.

As signed, the Budget Act modified two elements of state aid revenue limit funding that were included in the District’s Adopted Budget, and which were based on the Governor’s May Proposed Budget. The first item that was modified was to reduce the deficit of 18.355% to 17.963%, eliminating the effect of the negative 0.39% COLA. The second item was to eliminate the proposed 3.85% per ADA cut. These two items together will mean an increase of approximately \$315/ADA, or nearly \$2.2 million total in revenue limit income for the District for the 2010-11 year.

Although not part of the State budget, another significant increase in revenue is recognized from Federal legislation that was enacted on August 10, 2010. The legislation is commonly referred to as the “JOBS Bill”. The intent of the legislation is to provide funding to districts, targeted towards teachers and other employees who provide school-level educational and related services. The District’s estimated preliminary entitlement is approximately \$1.64 million, of which 90%, or \$1.48 million, has already been received. These funds are restricted for specific purposes, are one-time in nature, and must be fully expended by September 2012.

- B. Student Reports
- C. Principal Reports – Thanksgiving Theme (Three student organizations will be recognized for their accomplishments.)
- D. Reports from Employee Organizations
- E. Board Member Reports

**VIII. Items Scheduled for Action**

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**A. General**

1. Ratification of Citizens' Bond Oversight Committee Member

The Citizens' Bond Oversight Committee (CBOC) was authorized to appoint new members and submit their names to the Board of Education for ratification. The CBOC is submitting Chris Odell and Carolyn Scott to serve a two year term ending September 2012.

The ratification is to keep the Board of Education apprised of members who are serving on the Committee. It also serves to alert the Committee if any member proposed for ratification should not be appointed for reasons unknown to the Committee.

\*\*\* **IT IS RECOMMENDED THAT the Board of Education ratify the proposed appointment of the Bond Oversight Committee members for two years as presented.**

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

2. Board Policies

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

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

**Personnel – Series 4000**

Nondiscrimination in Employment	BP/AR 4030
Complaints Concerning Discrimination in Employment	AR 4031
Employee Safety	BPAR 4157/4257/4357
Personal Leaves	AR 4161.2 4261.2/4361.2
Family Care & Medical Leave	AR4161.8 4261.8/4361.8

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

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



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**B. Business**

1. Public Disclosure of Collective Bargaining Agreement with Certificated Unit

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 reached tentative agreement with the Certificated Bargaining Unit (Santa Maria Joint Union High School District Faculty Association) on October 27, 2010, and the Faculty Association ratified the agreement on November 2, 2010.

In accordance with the restoration language of the Memorandum of Understanding (MOU) negotiated last spring, which allowed the return of the furlough days should funding increase in "Net Funded Revenue Limit", a new MOU was reached based on the recently enacted State of California budget. This agreement includes adding three days back to the school/work year annually for 2010/11, 2011/12 and 2012/13. The salary schedule will revert back to the 2009/10 schedule which is based on 185 work days, retroactive to the beginning of the 2010/11 fiscal year.

The fiscal implications of this agreement are shown in Appendix E.

\*\*\* **IT IS RECOMMENDED THAT the Board of Education approve the Memorandum of Understanding with the Certificated Bargaining Unit to return the furlough days to the 2010/11, 2011/12 and 2012/13 work years.**

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

2. Public Disclosure of Collective Bargaining Agreement with Classified Unit

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 reached tentative agreement with the Classified Bargaining Unit (California School Employees' Association Chapter #455) on November 3, 2010 and the unit has scheduled a ratification vote on November 16, 2010.

In accordance with the restoration language of the Memorandum of Understanding (MOU) negotiated last spring, which allowed for the return of the five furlough days should funding increase in "Net

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Funding Revenue Limit”, a new MOU was reached based on the recently enacted State of California budget. This agreement includes returning the five furlough days back to all classified employees work years and adjusting their annual pay accordingly. Employees’ pay adjustments will be retroactive to the beginning of the 2010/11 fiscal year.

The fiscal implications of this agreement are shown in Appendix F.

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the Memorandum of Understanding with the Classified Bargaining Unit to return the five furlough days to the 2010/11 work year.**

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

**3. Public Disclosure of Confidential Salary Increase**

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. Inasmuch as the District has reached tentative agreement with the classified bargaining unit to return the five furlough days to the 2010/11 work year, it is the Superintendent’s recommendation to include the Confidential employees in the settlement arrangements. Work year and salary schedules will be adjusted retroactive to the beginning of the 2010/11 fiscal year.

The fiscal implications of this recommendation are shown in Appendix G.

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the return of the five furlough days to the 2010/11 work year for the Confidential employees.**

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

**4. Public Disclosure of Management Salary Increase**

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. Inasmuch as the District has reached tentative agreement with the both bargaining units to return the furlough days for 2010/11 work year, it is the Superintendent’s recommendation to include Management employees in the settlement arrangements. Work year and salary schedules will be adjusted retroactive to the beginning of the

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2010/11 fiscal year.

The fiscal implications of this recommendation are shown in Appendix H.

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the return of the five furlough days to the 2010/11 work year for Management employees.**

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

**IX. Consent Items**

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the following consent items as presented.**

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

A. Approval of Minutes

October 13, 2010 - Regular Meeting

B. Approval of Warrants for the Month of October 2010

Payroll	\$4,901,494.96
Warrants	<u>3,228,918.75</u>
<b>Total</b>	<b>\$8,130,413.71</b>

C. Pupil Personnel Matters

1. SMHS student #326641, 11th grade.  
For: Possession of a controlled substance  
Recommendation: Suspended expulsion through June 15, 2011 with preferred placement in Reach Program.
2. SMHS student #327958, 11th grade.  
For: Possession of a deadly weapon  
Recommendation: Expulsion through June 15, 2011 with preferred placement in 33.
3. ERHS student #332334, 9th grade.  
For: Negotiated to sell, in possession of and under the influence of a controlled substance  
Recommendation: Pending 2<sup>nd</sup> level hearing.

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4. PVHS student #331141, 10th grade.  
 For: Put another student in choke hold rendering him unconscious causing facial lacerations and abrasions  
 Recommendation: Expulsion through June 15, 2011 with preferred placement in FCS.

D. Acceptance of Gifts

**Pioneer Valley High School**

<b>Donor</b>	<b>Recipient</b>	<b>Amount</b>
Bridal Dreams	Star Incentive Program (value – certificates)	\$120.00
Chuck E. Cheese	Star Incentive Program (value – certificates)	120.00
Jostens	Star Incentive Program (ring value)	200.00
La Tertulia	Star Incentive Program (value-Boomers passes)	180.00
Me N Ed's Pizza	Star Incentive Program (value – certificates)	384.00
Photography by Richard	Star Incentive Program (value – certificates)	200.00
PVHS Link Crew	Star Incentive Program (value – planners)	1,500.00
PVHS Yearbook Staff	Star Incentive Program	160.00
Regal Theatres	Star Incentive Program	100.00
Sports Mania	Star Incentive Program	250.00
Home Motors	Girls' Golf Team	100.00
Home Motors	Band	150.00
SBC Energy Coalition	Science Club	100.00
Central Coast Orthopedic Center	Star Incentive	200.00
Virgie M. Hawkins	Elaine Hale Scholarship	150.00
Town Center Street Scapes	PVHS Football	1,000.00
Santa Maria Elks Lodge	Student of the Month	200.00
G. Villegas Photography	Class of 2011	500.00
G. Villegas Photography	Class of 2011	250.00
St. Joseph Church	Club Cultural	125.00
BMW of Santa Maria	Boys' Wrestling	100.00
<b>TOTAL PIONEER VALLEY SCHOOL</b>		<b><u>\$3,214.00</u></b>

**Santa Maria High School**

<b>Donor</b>	<b>Recipient</b>	<b>Amount</b>
Castillo, Raul	American Dream	\$100.00
M. Collier & R. Castillo	American Dream	100.00
Wells Fargo Foundation	Auto Club	720.00
Target Take Charge of Edu- cation	Student Welfare	580.43

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Union Plaza Corp. Board of Directors	Volleyball	500.00
Castillo, Raul	Maa/Student Welfare	100.00
M. Collier & R. Castillo	Maa/Student Welfare	100.00
Howard & Donna Mehlschau	FFA Scholarships	1,000.00
SM Elks Lodge #1538	Auto Club	700.00
SM Kiwanis for Kids Inc.	Key Club	100.00
G. Villegas Photography	Class 2011	500.00
Wells Fargo	Auto Club	840.00
Byrd Harvest	FFA	250.00
Randy & Karen Hermreck	Baseball, Football, Wrestling	200.00
Robert & Linda Huguenard	Baseball, Football, Wrestling	100.00
Santa Maria Tire	Baseball, Football, Wrestling	100.00
San Ysidro Farms Inc.	Baseball, Football, Wrestling	100.00
Edward & Lisa Murray	Baseball, Football, Wrestling	250.00
Henri & Jeanie Ardantz	Baseball, Football, Wrestling	500.00
Terry Torres	Baseball, Football, Wrestling	100.00
Santa Maria Valley Crop	Baseball, Football, Wrestling	375.00
James & Barbara Ramos	Baseball, Football, Wrestling	100.00
Cynthia & George Guggia	Baseball, Football, Wrestling	100.00
Kyle & Joan Kirchoff	Baseball, Football, Wrestling	100.00
Ronald & Joanne Root	Baseball, Football, Wrestling	100.00
<b>TOTAL SANTA MARIA SCHOOL</b>		<b><u>\$7,715.43</u></b>

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

Santa Maria High School

- Basic Percussion Performance

F. Request for Travel

<b>School</b>	<b>Instructor in Charge</b>	<b>Event/Location</b>	<b>Dates</b>
RHS	Karen McConnell	FBLA State Leadership Conf	4/15-17, 2011
PVHS	Jeff Helms	Riverside All Star Honor Band Performance, London New Year's Day Parade	12/27/10 -1/3/11

Completed pre-arranged Absence and Release of Liability Forms with parent/guardian's signature are on file at each site. The names of students and chaperones are also on file and have been approved by the site principal.

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G. Authorization for Sale of Obsolete Equipment, Appendix C

Education Code §17545 allows the district to sell personal property that is no longer necessary or suitable for school use. The district administration is requesting authorization to conduct a public auction through the internet at *interschola.com* to sell equipment that is obsolete, surplus or damaged beyond repair to the highest responsible bidder.

The obsolete equipment is listed in Appendix C. Each school and program will have an opportunity to request surplus property from the list. Notices of items for sale are posted at all district sites, on the internet at [www.interschola.com](http://www.interschola.com) or [www.publicsurplus.com](http://www.publicsurplus.com) and e-mailed to all staff.

H. Attendance Reports

Ms. Diane Bennett, Assistant Superintendent of Business Services, will be available to answer questions regarding the first and second months of attendance presented on pages 11 and 12.

I. Facilities Report, Appendix B

**X. Open Session Public Comments**

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

**XI. Items not on the Agenda**

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

**XII. Next Meeting Date**

Unless otherwise announced, the next regular meeting will be held on December 8, 2010, with a closed session at 5:30 p.m. and open session at 6:30 p.m. at the Santa Maria Joint Union High School District Support Services Center at 2560 Skyway Drive, Santa Maria, CA 93455.

**XIII. Adjourn**

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
MONTHLY REPORT OF ATTENDANCE  
FIRST MONTH OF 2010-11  
\*\*\*\*REVISED 11/15/10\*\*\*\*  
August 17, 2010 through September 10, 2010

	First Month 2009-10			First Month 2010-2011			ADA Change from Prior Year	Decline @ -0.195% Y-T-D PROJECTED ADA	Difference between Y-T-D Projected & Actual ADA
	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Ending Enrollment	ADA	ADA % of Poss. Enroll.			
<b>ERNEST RIGHETTI HIGH</b>									
Regular	2082	2036.35	97.8%	2114	2064.39	97.6%			
Special Education	90	85.41	97.4%	97	91.72	94.2%			
Independent Study	0	0.00	---	2	1.39	96.2%			
Home and Hospital Reg Ed	2	2.00	---	4	1.61	---			
Home and Hospital Spec Ed	0	0.00	---	2	1.22	---			
<b>TOTAL RIGHETTI</b>	<b>2174</b>	<b>2123.76</b>	<b>97.8%</b>	<b>2219</b>	<b>2160.33</b>	<b>97.5%</b>	<b>36.57</b>		
<b>SANTA MARIA HIGH</b>									
Regular	2241	2131.18	95.4%	2187	2099.89	96.5%			
Special Education	95	88.29	94.3%	98	91.11	92.9%			
Independent Study	0	0.00	---	43	14.06	81.1%			
Home and Hospital Reg Ed	4	3.35	---	1	1.00	---			
Home and Hospital Spec Ed	0	0.00	---	0	0.00	---			
<b>TOTAL SANTA MARIA</b>	<b>2340</b>	<b>2,222.82</b>	<b>95.4%</b>	<b>2329</b>	<b>2206.06</b>	<b>96.4%</b>	<b>(16.77)</b>		
<b>PIONEER VALLEY HIGH</b>									
Regular	2392	2352.82	97.5%	2395	2378.22	97.4%			
Special Education	182	176.65	95.2%	157	158.44	95.8%			
Independent Study	0	0.00	---	45	16.67	93.8%			
Home and Hospital Reg Ed	5	1.53	---	2	1.06	---			
Home and Hospital Spec Ed	3	2.88	---	1	0.89	---			
<b>TOTAL PIONEER VALLEY</b>	<b>2582</b>	<b>2533.88</b>	<b>97.4%</b>	<b>2600</b>	<b>2555.28</b>	<b>97.3%</b>	<b>21.40</b>		
<b>DISTRICT SPECIAL ED TRANSITION</b>	<b>12</b>	<b>12.35</b>	<b>98.6%</b>	<b>9</b>	<b>7.78</b>	<b>86.4%</b>	<b>(4.58)</b>		
<b>ALTERNATIVE EDUCATION</b>									
Delta Continuation & Resource	219	162.67	85.7%	298	225.63	82.6%			
Delta Independent Study	0	0.00	---	28	7.05	63.8%			
12 + Reg Ed DHS	0	0.00	---	38	27.65	73.3%			
Home & Hospital Reg Ed	0	0.00	---	0	0.00	---			
12 + Ind Study Prog PVHS	0	0.00	---	16	6.44	65.5%			
12 + Ind Study Prog SMHS	0	0.00	---	20	8.78	72.1%			
12 + Ind Study Prog RHS	0	0.00	---	7	1.83	42.3%			
12 + Ind Study Prog DHS	0	0.00	---	16	5.30	51.0%			
Freshman Prep	0	0.00	---	70	69.10	98.0%			
Reach Program	0	0.00	---	28	19.70	81.4%			
Home School @ Library Program	53	44.65	82.6%	48	38.56	81.8%			
Independent Study - All Programs	270	109.94	40.7%	NOW SEPARATED BY SITE (SEE ABOVE)					
<b>TOTAL ALTERNATIVE EDUCATION</b>	<b>542</b>	<b>317.26</b>	<b>58.5%</b>	<b>569</b>	<b>410.05</b>	<b>72.1%</b>	<b>92.80</b>		
<b>TOTAL HIGH SCHOOL DISTRICT</b>	<b>7650</b>	<b>7210.08</b>	<b>94.2%</b>	<b>7726</b>	<b>7339.50</b>	<b>95.0%</b>	<b>129.42</b>	<b>7196</b>	<b>143</b>

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
MONTHLY REPORT OF ATTENDANCE  
SECOND MONTH OF 2010-11  
\*\*\*\*REVISED 11/15/2010\*\*\*\*  
September 13, 2010 through October 8, 2010

	Second Month 2009-2010			Second Month 2010-2011			Cumulative ADA				Decline @ -0.195% Y-T-D TARGET ADA	Difference between Projected Y-T-D ADA & Actual ADA
	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Prior Year		Current Year			
							ADA %	ADA	ADA %	ADA		
<b>ERNEST RIGHETTI HIGH</b>												
Regular & Resource	2062	1985.42	95.7%	2114	2038.75	96.4%		2015.73		2050.89		
Special Education	90	86.32	95.1%	96	91.35	93.9%		86.03		91.53		
Independent Study	---	---	---	3	1.55	76.7%		---		1.53		
Home and Hospital Reg Ed	4	1.95	---	6	4.35	---		1.78		3.05		
Home and Hospital Spec Ed	0	0.00	---	2	1.65	---		0.00		1.45		
<b>TOTAL RIGHETTI</b>	<b>2156</b>	<b>2073.68</b>	<b>95.7%</b>	<b>2221</b>	<b>2137.65</b>	<b>96.2%</b>		<b>2103.54</b>		<b>2148.45</b>		
<b>SANTA MARIA HIGH</b>												
Regular & Resource	2182	2091.21	95.3%	2188	2099.35	95.7%		2126.35		2099.61		
Special Education	98	86.79	89.2%	94	86.35	88.9%		87.57		88.61		
Independent Study	---	---	---	51	37.00	73.9%		---		26.13		
Home and Hospital Reg Ed	7	6.11	---	6	2.50	---		4.46		1.79		
Home and Hospital Spec Ed	0	0.89	---	0	0.00	---		0.08		0.00		
<b>TOTAL SANTA MARIA</b>	<b>2287</b>	<b>2185.00</b>	<b>95.0%</b>	<b>2339</b>	<b>2225.20</b>	<b>95.4%</b>		<b>2218.46</b>		<b>2216.13</b>		
<b>PIONEER VALLEY HIGH</b>												
Regular & Resource	2336	2271.68	96.5%	2402	2342.70	97.4%		2327.24		2359.53		
Special Education	177	166.79	94.0%	143	139.65	95.4%		173.03		148.55		
Independent Study	---	---	---	50	36.65	71.5%		---		27.18		
Home and Hospital Reg Ed	5	2.95	---	6	4.80	---		2.68		3.03		
Home and Hospital Spec Ed	3	3.37	---	1	0.85	---		2.97		0.87		
<b>TOTAL PIONEER VALLEY</b>	<b>2521</b>	<b>2444.79</b>	<b>96.3%</b>	<b>2602</b>	<b>2524.65</b>	<b>97.2%</b>		<b>2505.92</b>		<b>2539.16</b>		
<b>DISTRICT SPECIAL ED TRANSITION</b>	<b>12</b>	<b>10.63</b>	<b>88.6%</b>	<b>10</b>	<b>9.15</b>	<b>91.5%</b>		<b>11.41</b>		<b>8.50</b>		
<b>ALTERNATIVE EDUCATION</b>												
Delta Continuation & Resource	215	186.24	83.9%	307	235.93	76.9%		174.17		231.05		
Delta Independent Study	0	0	---	54	29.77	63.3%		0.00		19.01		
12 + Reg Ed DHS	0	0.00	---	41	26.54	67.0%		0.00		27.06		
Home & Hospital Reg Ed	0	0.00	---	0	0.00	---		0.00		0.00		
12 + Ind Study Prog PVHS	0	0.00	---	21	11.30	56.6%		0.00		9.00		
12 + Ind Study Prog SMHS	0	0.00	---	26	16.90	65.6%		0.00		13.05		
12 + Ind Study Prog RHS	0	0.00	---	8	5.65	69.4%		0.00		3.79		
12 + Ind Study Prog DHS	0	0.00	---	21	14.50	72.5%		0.00		10.15		
Freshman Prep	0	0.00	---	69	69.55	99.9%		0.00		69.34		
Reach Program	0	0.00	---	27	21.89	78.2%		0.00		20.85		
Home School @ Library Program	54	49.26	92.6%	51	42.00	81.5%		46.05		40.37		
Independent Study-All Programs	320	211.72	66.2%	NOW SEPARATED BY SITE (SEE ABOVE)				171.43		---		
<b>TOTAL ALTERNATIVE EDUCATION</b>	<b>589</b>	<b>447.22</b>	<b>75.9%</b>	<b>625</b>	<b>474.03</b>	<b>75.8%</b>		<b>391.65</b>		<b>443.67</b>		
<b>TOTAL HIGH SCHOOL DISTRICT</b>	<b>7565</b>	<b>7161.33</b>	<b>94.7%</b>	<b>7797</b>	<b>7370.68</b>	<b>94.5%</b>		<b>7230.98</b>		<b>7355.91</b>	<b>7217</b>	<b>139</b>



**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

**CERTIFICATED PERSONNEL ACTIONS**

November 17, 2010

Name	Status	Action	Location	Salary	Effec. Dates	FTE	Assignment
	Permanent	Inactivate	SMHS	~~~	10/7/2010	1.0	ELD
	Extra-Pay Assign	Inactivate	PVHS	~~~	9/30/2010	---	10 Grade Class Advisor
	Extra-Pay Assign	New Assignment	SMHS	~~~	11/5/2010	---	Co-10th Grade Advisor
	Extra-Pay Assign	New Assignment	SMHS	~~~	11/5/2010	---	Co-10th Grade Advisor
	Extra-Pay Assign	New Assignment	PVHS	~~~	10/21/2010	---	Class Advisor 10th
	Extra-Pay Assign	Inactivate	SMHS	~~~	10/28/2010	---	10-Grade Class Advisor
	Extra-Pay Assign	New Assignment	DHS	~~~	9/1/2010	---	Yearbook
	Extra-Pay Assign	New Assignment	PVHS	~~~	8/1/2010	---	Class Advisor 9th

**CLASSIFIED PERSONNEL ACTIONS**

November 17, 2010

Name	Action	Assignment	Site	Effective	Salary	Hours
	Retire	Instructional Asst/Spec Ed I	RHS	12/31/10	13/E	5.5
	Retire	Instructional Asst/Bilingual	SMHS	12/31/10	13/E	5.5
	Resign	Health Technician	SMHS	11/12/10	20/B	7.5
	Leave of Absence	Instructional Asst-Special Ed I	RHS	12/1/10 thru 5/31/11	13/E	5.5
	Increase Hours	Campus Security Coordinator	SMHS	11/01/10	25/A	7 to 8

**COACHING PERSONNEL ACTIONS**

November 17, 2010

SITE	SPORT	ASSIGNMENT	NAME	ASB STIPEND	DO STIPEND	SEASON	ACTION	
SMHS	Football	Asst. Varsity			\$941.00	Fall 2010	Revised Stipend	
		Asst. Varsity			\$2,824.00	Fall 2010	Revised Stipend	
		Asst. Varsity			\$2,824.00	Fall 2010	Revised Stipend	
		Asst. JV			\$1,411.00	Fall 2010	Revised Stipend	
		Asst. Frosh			\$1,411.00	Fall 2010	Revised Stipend	
	Basketball	Head Varsity Boys				\$1,242.00	Winter 2010	
		Asst. Varsity Boys				\$1,000.00	Winter 2010	
		Head JV Boys				\$2,675.00	Winter 2010	
		Asst JV Boys				\$1,000.00	Winter 2010	
		Head Frosh Boys				\$2,000.00	Winter 2010	
		Asst. Frosh Boys				\$1,000.00	Winter 2010	
		Head Varsity Girls				\$2,900.00	Winter 2010	
		Co-Head JV Girls			\$ 529.00	\$1,517.00	Winter 2010	
		Co-Head JV Girls				\$2,100.00	Winter 2010	
		Head Frosh Girls				\$2,400.00	Winter 2010	
	Soccer	Head Varsity Boys				\$2,973.00	Winter 2010	
		Head JV Boys				\$2,230.00	Winter 2010	
		Head Varsity Girls				\$2,973.00	Winter 2010	
		Head JV Girls				\$2,230.00	Winter 2010	
		Head Varsity Girls				\$2,973.00	Winter 2010	
	Water Polo	Head Varsity Girls				\$2,973.00	Winter 2010	
		Head JV Girls				\$2,230.00	Winter 2010	
	Wrestling	Head Varsity Boys				\$2,000.00	Winter 2010	
Asst. Varsity Boys					\$1,369.00	Winter 2010		
Head JV Boys					\$1,750.00	Winter 2010		
Asst. JV Boys					\$777.00	Winter 2010		
Head Varsity Girls					\$1,123.00	Winter 2010		
Athletic Trainer	Asst. Varsity Girls				\$1,123.00	Winter 2010		
	Asst. Varsity Girls				\$1,123.00	Winter 2010		
	Asst. Varsity Girls				\$1,123.00	Winter 2010		
					\$2,775.00	Winter 2010		

## COACHING PERSONNEL ACTIONS (CONTINUED)

November 17, 2010

<b>RHS</b>	<b>Girls Swimming</b>	Head Varsity			\$0.00	Spring 2011	Resigned
	<b>Basketball</b>	Head Varsity Boys			\$3,567.00	Winter 2010	
		Head JV Boys			\$2,675.00	Winter 2010	
		Head Frosh Boys			\$2,675.00	Winter 2010	
		Head Varsity Girls			\$3,567.00	Winter 2010	
		Head JV Girls			\$2,675.00	Winter 2010	
		Head Frosh Girls			\$2,675.00	Winter 2010	
	<b>Soccer</b>	Head Varsity Boys			\$2,803.00	Winter 2010	
		Co-Head JV Boys			\$1,200.00	Winter 2010	
		Co-Head JV Boys			\$1,200.00	Winter 2010	
		Head Varsity Girls			\$2,973.00	Winter 2010	
	<b>Girls Water Polo</b>	Head Varsity Girls			\$2,973.00	Winter 2010	
		Head JV Girls			\$2,230.00	Winter 2010	
		Asst. JV Girls Water Polo	\$ 500.00		\$0.00	Winter 2010	
	<b>Boys Wrestling</b>	Co-Head Varsity Boys			\$1,000.00	Winter 2010	
		Co-Head varsity Boys			\$3,369.00	Winter 2010	
		Asst. Boys			\$1,000.00	Winter 2010	
		Asst. Boys	\$ 429.00		\$527.00	Winter 2010	
		Asst. Boys	\$ 680.00		\$0.00	Winter 2010	
		Asst. Boys	\$ 680.00		\$0.00	Winter 2010	
	<b>Girls Wrestling</b>	Head Varsity Boys			\$3,369.00	Winter 2010	
	<b>Asst. Athletic Director</b>				\$2,775.00	Winter 2010	

**Appendix B**  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
FACILITIES REPORT  
October 2010

## 1. Delta High School Construction Projects

### **C2004 DHS Continuation School Replacement – WWCOT Architects**

- Phase 1 work performed this period includes continued punch list item completion.
- Phase 2 work performed this period includes site grading and concrete curbing, sidewalks, and pad installation.
- The Phase 2 project completion is anticipated in December 2010.

## 2. Ernest Righetti High School Construction Projects

### **C2004 ERHS Administration Building Renovation – Westberg + White Architects**

- Work performed this period includes installation of communication infrastructure, framing, HVAC ducting, interior concrete, rough in electrical, and plumbing.
- The project anticipated completion date is late January 2011.

### **C2004 ERHS New Classroom Building and Pool – Westberg + White Architects**

- State matching funds were received: \$1,286,396. This project is closed.

## 3. Santa Maria High School Construction Projects

### **C2004 SMHS New Pool – Rachlin Architects**

- (No Change) DSA is continuing design review which began April 19<sup>th</sup>. The review period is expected to continue until November 2010.
- Construction is now anticipated to begin in February 2011 depending on receipt of DSA review comments.

### **C2004 SMHS Ethel Pope Auditorium Renovation – Rachlin Architects**

- Per Board direction at the September 27, 2010 Facilities Study Session, a meeting with the architect is scheduled for November 18th to review previously conducted site assessments, establish facility scope of work options, develop project cost estimates, and determine possibility of combining work activities with the New Classroom Building at Broadway project.

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

- Per Board direction September 27, 2010 Facilities Study Session, a meeting with the architect is scheduled for November 18th review previous design configurations (including 12 classrooms, a band room, a choir room, restrooms, and support spaces) and develop project cost estimates.

## 4. Pioneer Valley High School Construction Projects

### **PVHS Remediation HVAC System Installation – Westberg + White Architects**

- The results of the original pilot program dictated a revision to the trial plan. Once revisions were completed, a new evaluation period was initiated; this trial period concluded in October. Johnson Controls, Inc. is analyzing the data. The results will be reevaluated and the final remediation plan will follow.

### **PVHS Remediation Phase 1: Buildings A, B, and C – Westberg + White Architects**

- Final payment and retention release are pending completion of final punch list items and receipt of closeout documentation.

### **PVHS Remediation Phase 2: Building E – Westberg + White Architects**

- The scope of work and scheduling determination for the continuation of remediation efforts related to the windows and doors is under development.
- Construction is anticipated to occur during summer of 2011.

### **PVHS Performing Arts Building Needs Assessment – Westberg + White Architects**

- Per Board direction September 27, 2010 Facilities Study Session, a preliminary assessment is being conducted to determine facility options, construction cost alternatives, and schedule estimates.

## Maintenance & Operations

### **RHS / DHS**

- Performed weed abatement on the newly planted hillside near the pool.
- Replaced an irrigation control valve for the newly planted hillside east of the pool.
- Painted the main gymnasium and vestibule walls.
- Repainted PE lines outside of the gymnasium.
- Relabeled doors in the gym lobby.
- Repainted HVAC screens on the cafeteria roof.
- Installed repurposed storage cabinets for relocated art teacher in the Industrial Arts building.
- Repaired doors in the gymnasium vestibule and the girls' locker room.
- Erected fencing and assisted with parking for St. Joseph football game.
- Replaced locks at the cafeteria.
- Installed energy saving devices on campus vending machines.
- Installed an automated external defibrillator in the athletic training room.
- Delta – Activated the security camera system.
- Delta – Installed locks on storage cabinets outside of student restrooms.
- Total work orders completed – 102
- Event setup hours - 141

REGULAR MEETING  
November 17, 2010

## **PVHS**

- Replaced the oven and range in the special education classroom.
- Setup Pre-SAT testing at the Edward's Center for 200 students.
- Maintenance and Operations personnel augmented the campus supervision during lunch periods for increased student safety.
- Repaired the automated doors on the kitchen refrigerator.
- Semi-annual inspection of TREMCO roofs.
- Installed new traffic control signs for student drop off and pickup.
- Reassigned Maintenance II to SMHS for two days per week to offset the vacancy at SMHS.
- Striped fields for football, PE classes, and band practice.
- Groomed planters in front of the school and in the quad area
- Adjusted irrigation controls for fall season.
- Replaced a broken mirror in the dance room.
- Installed an automated external defibrillator in the athletic training room.
- Total work orders completed –139
- Event setup hours – 60

## **SMHS**

- Mounted 15 plaques in the science building.
- Fabricated a new trophy shelf in the choir room.
- Fabricated a brochure rack for the administration building reception area.
- Assembled and delivered new tables for the business classrooms.
- Setup for Parent Night, Club Rush Day, College Night, Challenge Day, CELDT testing.
- Replaced batteries in security alarms.
- Installed security cameras in the student store.
- Repaired the electrically operated gate at Camino Colegio.
- Repaired hot water supply to Home Economics Foods classroom.
- Installed an automated external defibrillator in the athletic training room.
- Continued to operate with District maintenance lead, electrician, and carpenter partially located at Santa Maria High School until the Maintenance II is available to work at this campus.
- Total work orders completed – 118
- Event setup hours – 136

## **Transportation**

- Two new busses arrived because of applying for a bus replacement grant through the Santa Barbara County Air Pollution District. The two busses that were replaced, Crown #67 & 69 10 speed units, were delivered to the wrecking yard where they will be dismantled. The new busses are much cleaner diesel technology. With the grant funds, these new \$150,000 busses cost the District a total of \$2,300.

## **Energy**

- Total energy savings (cost avoidance) from inception of the program through the end of 2009 -10 is \$811,000.
- Energy Education estimated \$563,000 at this point in the program.
- The District program is \$248,000 ahead of Energy Education's predicted savings.

**Graffiti & Vandalism**

- RHS \$ 400
- DHS \$ 0
- SMHS \$ 800
- PVHS \$ 0

Reese Thompson  
Director – Facilities and Operations

Photo Gallery



One of three automated external defibrillators in athletic trainer rooms



Crown busses leave the yard for the last time



One last pat and then ... "Lockup"



New clean diesel busses find their new home



REGULAR MEETING  
November 17, 2010



Righetti High - New Art Classroom Storage and Countertop



Righetti High - New Art Classroom High Storage





Donated sign on SMHS Wilson Gym



SMHS Reception Brochure Rack

**Obsolete Equipment  
Appendix C  
11/17/2010 Board Meeting**

<b>Tag #</b>	<b>Group</b>	<b>Description</b>	<b>Serial #</b>
86	AV	RADIO TWO WAY, MOTOROLA RAD SP50	777FYLM096
173	AV	RADIO TWO WAY, MOTOROLA RAD P110	
176	AV	RADIO TWO WAY, MOTOROLA RAD P110	188TUE4142
177	AV	RADIO TWO WAY, MOTOROLA RAD SP50	777FXS5188
180	AV	RADIO TWO WAY, MOTOROLA RAD SP50	777FWUQ019
181	AV	RADIO TWO WAY, MOTOROLA RAD SP50	777FWSJ746
231	Operations	Bob Cat Mower, 72"	T-20N1424
272	AV	SHARP 25"	391696
476	AV	VIDEO RECORDER COLOR, PANASONIC PV1560	C6SA52843
886	AV	Pioneer	IJ3911816
889	AV	TELEVISION COLOR, SHARP 25"	653631
910	AV	OVERHEAD, 3M 66AG	037008N
1011	COMP	SAMSUNG 14" C/AV	HCBH902111
1551	AV	VIDEO RECORDER COLOR, MAGNAVOX	55074098
2372	OFFICE	IBM WHEELWRITER	11KPK41
2448	OFFICE	PANASONIC	9LM31C12156
2477	AV	ELMO OVERHEAD	103346
3097	COMP	MONITOR, 17" VGA	4G71606480
3640	AV	VIDEO RECORDER COLOR, QUASAR VH430	SB30990601
4093	HOME EC	MAGIC CHEF/GAS Relocated to PVHS Special Ed	28C046008147
4884	COMP	EPSON STYLUS C 600	AAA1C28654
4910	OFFICE	POWER SUPPLY, APC SMARTUPS 400	S94093771966
5099	COMP	COMPUTER, AST ASCENTIA/LAPTOP	256AVR007760
6531	COMP	KOMODO SVGA 17"	905EBC02002924
6794	COMP	HP Deskjet	SG9311303X
6822	COMP	HP Deskjet 882C	MY8BB192SK
6836	COMP	HP Deskjet	SG91C1W0B9
7006	COMP	Power MAC	CY91902V CVS
7077	COMP	IMAC	XB92807SGSQ
7228	COMP	HP Deskjet 710C	MY95U160PC
7284	COMP	17"	AY92907423
7289	COMP	P/3	99370374
7295	COMP	17"	AY94107961
7416	COMP	Epson Stylus Color 740	A6R1910084
7555	COMP	Epson Stylus Color 740	A6RK107737

**Obsolete Equipment  
Appendix C  
11/17/2010 Board Meeting**

<b>Tag #</b>	<b>Group</b>	<b>Description</b>	<b>Serial #</b>
7606	COMP	MicroTech Scan Maker X6EL, 600x1200 dpi	91S2358652
7720	COMP	P/3	111018
7725	COMP	Digiview 17"	3LQ49811300241
7924	AV	Panasonic 27"	MC00681007
7961	COMP	Viewsonic 17"	AY0090951
8130	COMP	15"	C991474171
8140	AV	P/III	
8215	COMP	HP LASER JET	USLD062806
8402	COMP	Viewsonic 19"	3.04002E+11
8594	COMP	17"	P7CN02A070207
8656	COMP	P/III	2000041410
8774	COMP	HP LaserJet	USQN393422
8796	COMP	KDS 17"	1745AAA33073208
8955	COMP	Fargo 4250 PVC Card Printer w/16MB	a1010006
9350	COMP	Viewsonic 17"	21P011303564
9649	COMP	Samsung 19"	PG19H3LR406843
9650	COMP	Samsung 19"	PG19H3NR500211
9667	COMP	Viewsonic 15"	1.00011E+11
9670	COMP	Viewsonic 15"	1.00011E+11
9737	COMP	P/III	2000181431
9837	AV	Motorola Radius	475FBJ7901
9842	AV	Dukane SunSplash Overhead	2058335
10236	COMP	HP Deskjet	MY21G1C0JQ
10252	COMP	HP Laserjet	MY21L1S035
10384	COMP	HP LaserJet Color	SJPPCH40853
10523	COMP	21" Trinitron	70UG
10860	COMP	15"	
10862	COMP	15"	CN07G 7664180273024N
10863	COMP	P/4	608MS11
10967	COMP	P/4 OptiPlex GX260D	9B5Q321
10985	COMP	P/4 OptiPlex GX260D	BQCL321
10987	COMP	P/4 OptiPlex GX260D	1QCL321
10991	COMP	P/4 OptiPlex GX260D	20DL321
11063	COMP	P/4 OptiPlex	7N12821
11064	COMP	OptiPlex GX260D P/4 512MB, 266MHz DDR	GL12821
11065	COMP	OptiPlex GX260D P/4 512MB, 266MHz DDR	8M12821
11066	COMP	OptiPlex GX260D P/4 512MB, 266MHz DDR	5M12821
11067	COMP	OptiPlex GX260D P/4 512MB, 266MHz DDR	1M12821
11068	COMP	OptiPlex GX260D P/4 512MB, 266MHz DDR	8L12821
11069	COMP	OptiPlex GX260D P/4 512MB, 266MHz DDR	6L12821

**Obsolete Equipment  
Appendix C  
11/17/2010 Board Meeting**

<b>Tag #</b>	<b>Group</b>	<b>Description</b>	<b>Serial #</b>
11070	COMP	OptiPlex GX260D P/4 512MB,266MHz DDR	CL12821
11072	COMP	OptiPlex GX260D P/4 512MB, 266MHz DDR	4W02821
11092	COMP	Flat Panel	C2EW
11093	COMP	Dell OptiPlex GX270D Small Desktop P4, 512MB DDR Dell PS/2 Keyboard	F2KJJ31
11095	COMP	Dell OptiPlex GX270D Small Desktop P4, 512MB DDR, Dell PS/2 Keyboard	12KJJ31
11175	COMP	Latitude D800 1.40GHz Pentium M 15.4 Screen 256MB, 2 Dimms	250c341
11176	COMP	Latitude D800 1.40GHz Pentium M 15.4 Screen 256MB, 2 Dimms	5X0c341
11177	COMP	Latitude D800 1.40GHz Pentium M 15.4 Screen 256MB, 2 Dimms	840c341
11178	COMP	Latitude D800 1.40GHz Pentium M 15.4 Screen 256MB, 2 Dimms	7S0c341
11275	COMP	15" Flat Panel	450-1J5T
11277	COMP	Optiplex GX270 P/4, Small, Desktop, 256MB DDR 2 x 128, PS/2 Keyboard	3M28051
11279	COMP	Optiplex GX270 P/4, Small Desktop, 256MB DDR 2 x 128, PS/2 Keyboard	2M28051
11280	COMP	Optiplex GX270 P/4, Small Desktop, 256MB DDR 2 x 128, PS/2 Keyboard	1M28051
12020	COMP	HP LaserJet	CNCV214549
12038	COMP	LaserJet 1200	CNC4020591
12050	COMP	BA-IS-A120-01 Iron 1U, 1- Cel/P4, IDE, 2XLAN, VGA w/FP C1-I4- BX80531917000 Intel Celeron	165
12069	AV	Elmo Overhead 4,000 Lumens	383236

**Obsolete Equipment  
Appendix C  
11/17/2010 Board Meeting**

<b>Tag #</b>	<b>Group</b>	<b>Description</b>	<b>Serial #</b>
12450	COMP	Dell OptiPlex GX270 Small Desktop P/4 512MB DDR Non-ECC SDRAM (2 DIMMs)	37V-L1DT
12451	COMP	Dell OptiPlex GX270 Small Desktop P/4t 512MB DDR Non-ECC SDRAM (2 DIMMs)	37V-L1AJ
12722	COMP	Compaq iPaq Pocket Pc	
13164	COMP	15" FLAT PANEL MONITOR	4C6OGYU
13742	COMP	Dell OptiPlex GX280 Small Desktop P4 540/ 3.20HGz, 1M int Boradcom NIC 512MB, 533MHz DDR2 1x512	683G071
13745	COMP	Dell OptiPlex GX280 Small Desktop P4 540/ 3.20HGz, 1M int Boradcom NIC 512MB, 533MHz DDR2 1x512	F73G071
13753	COMP	Dell OptiPlex GX280 Small Desktop P4 540/ 3.20HGz, 1M int Boradcom NIC 512MB, 533MHz DDR2 1x512	H83G071
13757	COMP	Dell OptiPlex GX280 Small Desktop P4 540/ 3.20HGz, 1M int Boradcom NIC 512MB, 533MHz DDR2 1x512	893G071
13831	COMP	Dell OptiPlex GX280, 2.80GHz, 1M 512MB, 400MHz DDR2 2x256 Dell USB Keyboard	JLO2F61
13832	COMP	Dell OptiPlex GX280, 2.80GHz, 1M 512MB, 400MHz DDR2 2x256 Dell USB Keyboard	
13833	COMP	Dell OptiPlex GX280, 2.80GHz, 1M 512MB, 400MHz DDR2 2x256 Dell USB Keyboard	6MO2F61
13867	COMP	Dell OptiPlex GX280 Small Desktop Pentium 4, 2.80GHz, 512MB, 400MHz, DDR2 2x256	3ZVOV61

**Obsolete Equipment  
Appendix C  
11/17/2010 Board Meeting**

<b>Tag #</b>	<b>Group</b>	<b>Description</b>	<b>Serial #</b>
20037	COMP	Latitude D510 Pentium M 740 , 15.0 XGA 512MB SDRAM, 2 Dimms 60GB Hard Drive 5400 RPM	979WM81
20038	COMP	Latitude D510 Pentium M 740 , 15.0 XGA 512MB SDRAM, 2 Dimms 60GB Hard Drive 5400 RPM	FB9WM81
20133	COMP	OptiPlex GX520 Desktop, Pentium 4 3.2GHz, 2M, 800FSB 512MB 533MHz DDR2 2x256	G8Z4Y81
20134	COMP	OptiPlex GX520 Desktop, Pentium 4 3.2GHz, 2M, 800FSB 512MB 533MHz DDR2 2x256	G9Z4Y81
20136	COMP	Dell 15" Flat	5AK-099U
20736	COMP	OptiPlex GX620DT P4 3.2GHz, 2M	GWQN2B1
21117	OFFICE	HPLaserJet 1022	2534
21225	HOME EC	Maytag MDE2400AYW Compact Electric Dryer33.25h x 23.5w x 23.75d 240 Volts	10406829ER
21226	HOME EC	Maytag MDE2400AYW Compact Electric Dryer33.25h x 23.5w x 23.75d 240 Volts	10410968ER

**APPENDIX D**

<b>Board Policies for Approval November 17, 2010 Board Meeting</b>	
<b>POLICY NUMBER</b>	<b>DESCRIPTION</b>
<b>BP/AR 4030 Updated</b>	<b><u>Nondiscrimination in Employment:</u></b> Policy updated to reflect new federal law (PL 110-233) which prohibits employers from discriminating against employees and job applicants on the basis of “genetic information,” as defined. Also contains new note reflecting EEOC guidance regarding religious discrimination in the workplace. Unnecessary regulation deleted and material moved into BP.
<b>AR 4031 Updated</b>	<b><u>Complaints Concerning Discrimination in Employment:</u></b> Substantially updated and reorganized to reflect the elements of the complaint process recommended by EEOC guidance, including providing a clear explanation of the process, protecting against retaliation, designating multiple individuals authorized to receive complaints, providing a mechanism for a prompt and impartial investigation, and providing information about timelines for filing federal or state charges.
<b>BP/AR 4157/4257/4357 Updated</b>	<b><u>Employee Safety:</u></b> Updated to reflect new Title 8 Regulations which require all employers to make provisions in advance to ensure that employees receive prompt medical treatment for serious injury or illness. AR expands section on “hearing protection” to include major components of hearing conservation program.
<b>AR 4161.2/4261.2/4361.2 Updated</b>	<b><u>Personal Leaves:</u></b> Updates mandated AR to reflect new law (AB 485) which requires districts with more than 15 employees to provide at least 10 days per year of leave to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission.
<b>AR 4161.8/4261.8/4361.8 Updated</b>	<b><u>Family Care and Medical Leave:</u></b> Updated to reflect new federal law (PL 111-84) which expand eligibility for both military caregiver and military family leave due to qualifying exigencies. Also revised to reflect new federal law (PL 110-233) prohibiting the collection of an employee or family member’s genetic information, as defined, except as necessary to comply with a certification requirement for family care and medical leave.

**Nondiscrimination In Employment**

The Board of Education prohibits discrimination against and/or harassment of district employees and job applicants at any district site or activity on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 4032 - Reasonable Accommodation)
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
- (cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
- (cf. 4154/4254/4354 - Health and Welfare Benefits)
- (cf. 5145.7 - Sexual Harassment)

Prohibited discrimination or harassment consists of unwelcome conduct, whether verbal, physical, or visual, based on any of the prohibited categories of discrimination listed above that it is so severe and pervasive that it adversely affects an individual's employment opportunities or has the purpose or effect of unreasonably interfering with his/her work performance or creating an intimidating, hostile, or offensive work environment.

The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, assists, or in any way participates in the district's complaint procedures instituted pursuant to this policy.

Any district employee who engages or participates in prohibited discrimination or harassment, or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior, shall be in violation of this policy and shall be subject to disciplinary action, up to and including dismissal.

- (cf. 4117.4 - Dismissal)
- (cf. 4118 - Suspension/Disciplinary Action)
- (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Board designates the following position as Coordinator for Nondiscrimination in Employment:

Assistant Superintendent/Personnel  
2560 Skyway Drive, Santa Maria, CA 93455  
805-922-4573

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy or regulation should immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaints.



Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031; Complaints Concerning Discrimination in Employment.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to his/her supervisor, the Coordinator, or Superintendent as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

### **Training and Notifications**

The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.

(cf. 4131- Staff Development)

(cf. 4231- Staff Development)

(cf. 4331- Staff Development)

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The district's policy shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

#### Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973  
UNITED STATES CODE, TITLE 42  
2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended  
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended  
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
12101-12213 Americans with Disabilities Act  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.101-35.190 Americans with Disabilities Act  
CODE OF FEDERAL REGULATIONS, TITLE 34  
100.6 Compliance information  
104.7 Designation of responsible employee for Section 504  
104.8 Notice  
106.8 Designation of responsible employee and adoption of grievance procedures  
106.9 Dissemination of policy  
COURT DECISIONS  
Shephard v. Loyola Marymount, (2002) 102 CalApp.4th 837

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS

Notice of Non-Discrimination, January 1999

Policy

Adopted: November 17, 2010 (rev CSBA 3/10)

SMJUHSD  
Santa Maria, California

**Complaints Concerning Discrimination In Employment**

**Complaint Procedure**

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: Any employee or job applicant (the "complainant") who believes he/she has been subjected to prohibited discrimination or harassment shall promptly inform his/her supervisor, the district's Coordinator for Nondiscrimination in Employment, or the Superintendent.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the Coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 4030 - Nondiscrimination in Employment)
- (cf. 4032 - Reasonable Accommodation)
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

2. Investigation Process: The Coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five school days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The Coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The Coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

- (cf. 3580 - District Records)
- (cf. 4112.6/4212.6/4312.6 - Personnel Files)
- (cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the Coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the Coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

When necessary to carry out his/her investigation or to protect employee or student safety, the Coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The Coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The Coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Corrective Action:** No more than 30 days after receiving the complaint, the Coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Coordinator shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 working days of receiving the written report of the Coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 working days.

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 9321 - Closed Session Purposes and Agendas)

### **Other Remedies**

In addition to filing a discrimination or harassment complaint with the district, a person may also file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

GOVERNMENT CODE

12920-12921 Nondiscrimination

12940-12948 Discrimination prohibited; unlawful practices, generally

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2001e-2001e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2001h-2-2001h-6 Title IX of the Civil Rights Act of 1964

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

106.8 Designation of responsible employee for Title IX

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Regulation

Approved: November 17, 2010 (rev CSBA 3/10)

SMJUHSD

Santa Maria, California

**Personnel**

BP 4157(a)

4257

**Employee Safety**

4357

The Board of Education is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

(cf. 0450 - Comprehensive Safety Plan)

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Board expects all employees to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law. (Labor Code 6401.7)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4158/4258/4358 - Employee Security)

The Superintendent or designee shall ensure the ready availability of first aid materials at district workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for making complaints, instituting proceedings, or testifying with regard to employee safety or health or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7. (Labor Code 6310)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289 School safety plans

44984 Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

3543.2 Scope of bargaining

LABOR CODE

3300 Definitions

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3400 Medical services and first aid

5095-5100 Control of noise exposure

CODE OF FEDERAL REGULATIONS, TITLE 29

1910.95 Noise standards

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005

WEB SITES

California Department of Industrial Relations, Occupational Safety and Health:  
[http://www.dir.ca.gov/occupational\\_safety.html](http://www.dir.ca.gov/occupational_safety.html)

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Hearing Conservation Association: <http://www.hearingconservation.org>

National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>

U.S. Department of Labor, Occupational Safety and Health Administration:  
<http://www.osha.gov>

Policy

Adopted: November 17, 2010 (rev CSBA 3/10)

SMJUHSD  
Santa Maria, California

**Personnel**

AR 4157(a)

4257

**Employee Safety**

4357

The Superintendent or designee shall provide and implement safety devices, safeguards, methods, and processes that are reasonably adequate to render the employment and place of employment safe and healthful. (Labor Code 6401)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)

(cf.4261.1 - Industrial Accident/Illness Leave)

**Injury and Illness Prevention Program**

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
  - a. Recognition of employees who follow safe and healthful work practices

(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)

- b. Training and retraining programs
  - c. Disciplinary actions

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4118 - Suspension/Disciplinary Action)

3. A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
  - a. Meetings



- b. Training programs
  - c. Posting
  - d. Written communications
  - e. A system of anonymous notification by employees about hazards
  - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
- a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
  - b. Whenever the district is made aware of a new or previously unrecognized hazard

(cf. 3514 - Environmental Safety)  
(cf. 3514.1 - Hazardous Substances)

5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:
- a. To all new employees
  - b. To all employees given new job assignments for which training has not previously been received
  - c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard

- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

### **Labor/Management Safety and Health Committee**

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

### **Hearing Protection**

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

## **Eye Safety Devices**

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

## **First Aid and Medical Services**

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a workplace is not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

(cf. 5141.6 - School Health Services)

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

**All Personnel**

AR 4161.2(a)

4261.2

**PERSONAL LEAVES**

4361.2

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable lesson plans or instructions for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

**Bereavement**

Employees are entitled to a leave of up to five days upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided below. (Education Code 44981, 45207)

**Personal Necessity**

Employees may use a maximum of nine days of their accrued personal illness/injury leave during each school year for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

**Acceptable reasons for the use of personal necessity leave include:**

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)

AR 4161.2(b)  
4261.2  
4361.2

2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
3. A serious illness of a member of the certificated employee's immediate family (Education Code 44981)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

4. An employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order, except as a plaintiff against the district (Education Code 45207)
5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

Advance permission shall not be required of any employee in cases involving the death of a member of the employee's immediate family or an accident involving the employee's person or property or the person or property of a member of his/her immediate family. Advance permission also shall not be required in cases involving the serious illness of a member of the employee's immediate family. (Education Code 44981, 45207)

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

### **Legal Duties**

Classified employees called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

Certificated employees also shall be granted leave for jury duty with pay up to the amount of the difference between the employee's regular earnings and any amount received as juror's fees.

Employees shall be granted leaves to appear in court as witnesses other than litigants or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such employees shall receive pay up to the amount of the difference between the employee's regular earnings and any

amount received for witness fees.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

### **Leaves for Crime Victims**

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, immediate family member of a victim, registered domestic partner of a victim, or child of a registered domestic partner of a victim of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, compensatory time off that is otherwise available to the employee, or unpaid leave. (Labor Code 230.2)

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work. (Labor Code 230.2)

### **Leaves for Victims of Domestic Violence or Sexual Assault**

An employee who is a victim of domestic violence or sexual assault as defined by law may take time off work to obtain or attempt to obtain any relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his/her child. (Labor Code 230)

In addition, an employee who is a victim of domestic violence or sexual assault may take time off work to attend to the following activities: (Labor Code 230.1)

1. Seek medical attention for injuries caused by domestic violence or sexual assault
2. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault
3. Obtain psychological counseling related to an experience of domestic violence or sexual assault
4. Participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation

An employee who is a victim of domestic violence or sexual assault may use vacation, personal leave, or compensatory time off that is otherwise available to the employee under the applicable terms of employment. (Labor Code 230, 230.1)

Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following documents: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim of domestic violence or sexual assault
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

### **Personal Leave for a Child's School Activities**

Any employee who is a parent/guardian, or grandparent having custody of one or more children who are enrolled in grades K-12, or who attend a licensed day care facility, may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the year, and the employee shall give reasonable advance notice of the absence.

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(Labor Code 230.8)

(cf. 1240 - Volunteer Assistance)

In lieu of using vacation, personal leave, or compensatory time off, eligible employees giving reasonable advance notice may take up to 40 hours without pay each school year for this purpose, not to exceed eight hours in any month.

If both parents/guardians of a child are employed at the same work site, this leave shall be allowed for the first parent/guardian who applies. Simultaneous absence by the second parent may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed day care facility that he/she participated in school or licensed day care facility activities on a specific date and at a particular time. (Labor Code 230.8)

### **Service on Education Boards, Committees, and State or Employee Organizations**

Upon request, certificated employees shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education boards, commissions, committees, or groups authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed in the state of California.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Upon request, certificated and classified employees shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the local organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)

### **Religious Leave**

The Superintendent or designee may grant employees up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.



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The Superintendent or designee shall deduct the cost of a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

### **Spouse on Leave from Military Deployment**

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that his/her spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

The employee shall provide the Superintendent or designee with notice, within two business days of receiving official notice that his/her spouse will be on leave from deployment, of his/her intention to take the leave. The employee shall submit written documentation certifying that his/her spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

### **Leave for Emergency Duty**

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. (Labor Code 230.4)

### **Civil Air Patrol Leave**

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to employees, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single emergency operational mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference:

EDUCATION CODE

44036-44037 Leaves of absence for judicial and official appearances  
44963 Power to grant leaves of absence (certificated)  
44981 Leave of absence for personal necessity (certificated)  
44985 Leave of absence due to death in immediate family (certificated)  
44987 Service as officer of employee organization (certificated)  
44987.3 Leave of absence to serve on certain boards, commissions, etc.  
45190 Leaves of absence and vacations (classified)  
45194 Bereavement leave of absence (classified)  
45198 Effect of provisions authorizing leaves of absence  
45207 Personal necessity (classified)  
45210 Service as officer of employee organization (classified)  
45240-45320 Merit system, classified employees

FAMILY CODE

297-297.5 Registered domestic partner rights, protections, and benefits

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations

LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies  
230.3 Leave for emergency personnel  
230.4 Leave for volunteer firefighters  
230.8 Leave to visit child's school  
233 Illness of child, parent, spouse, domestic partner or domestic partner's child  
234 Absence control policy  
1500-1507 Civil Air Patrol leave

MILITARY AND VETERANS CODE

395.10 Leave when spouse on leave from military deployment

PENAL CODE

667.5 Violent felony, defined

1192.7 Serious felony, defined

CALIFORNIA CONSTITUTION

Article 1, Section 8 Religious discrimination

UNITED STATES CODE, TITLE 29

2612 Family and Medical Leave Act, leave requirements

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VII, Civil Rights Act of 1964

COURT DECISIONS

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

Regulation

Approved: November 17, 2010 (rev CSBA 3/10)

SMJUHSD  
Santa Maria, California

## All Personnel

AR 4161.8(a)

4261.8

## FAMILY CARE AND MEDICAL LEAVE

4361.8

### Definitions

*Child* means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; Government Code 12945.2)

*Eligible employee* means an employee who has at least 12 months of service with the district and who has at least 1,250 hours of service with the district during the previous 12-month period. *Full-time teachers* are deemed to meet the 1,250 hours of service requirement. (29 USC 2611; 29 CFR 825.110; Government Code 12945.2)

*Full-time teacher* means an employee whose principal function is to teach and instruct students in a class, a small group, or individual setting and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. (29 CFR 825.800)

*Parent* means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (29 USC 2611; 29 CFR 825.122; Government Code 12945.2; 2 CCR 7297.0)

*Serious health condition* means an illness, injury, impairment, or physical or mental condition that involves either of the following: (29 USC 2611; 29 CFR 825.113, 825.114, 825.115; Government Code 12945.2)

1. Inpatient care in a hospital, hospice, or residential health care facility
2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
  - a. A period of incapacity of more than three consecutive full days
  - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
  - c. For purposes of leave under the Family and Medical Leave Act (FMLA), any period of incapacity due to pregnancy or for prenatal care
  - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
  - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

## **Family Care And Medical Leave**

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*Spouse* means a partner in marriage as defined in Family Code 300 or 1 USC 7. In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (29 CFR 825.122; Family Code 297.5; 2 CCR 7297.0)

### **Eligibility**

The district shall grant family care and medical leave to eligible employees for the following reasons: (29 USC 2612; 29 CFR 825.112; Family Code 297.5; Government Code 12945.2)

1. Because of the birth of a child of the employee or placement of a child with the employee in connection with the adoption or foster care of the child by the employee.
2. To care for the employee's child, parent, or spouse with a serious health condition.
3. Because of the employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position. However, for purposes of leave under the CFRA, this does not include leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
4. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or designated next of kin of the servicemember.
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

The district shall not interfere with, restrain, or deny the exercise of any right provided to an eligible employee under the law. Also, the district shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)

*cf. 4030 Nondiscrimination in Employment*

### **Terms of Leave**

Except in the case of leave to care for a covered servicemember, an eligible employee shall be entitled to a total of 12 work weeks of family care and medical leave during any 12-month period. (29 USC 2612; Government Code 12945.2)

## **FAMILY CARE AND MEDICAL LEAVE**

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This 12-month period shall be measured backward from the date an employee uses any family care and medical leave. (29 CFR 825.200)

In the case of leave taken pursuant to the FMLA for the purpose of caring for a covered servicemember with a serious injury or illness, an eligible employee shall be entitled to a total of 26 work weeks of family care and medical leave during a single 12-month period measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins.

Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:

1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA only. (Family Code 297.5)
2. Leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to federal family care and medical leave, an employee may be entitled to take California pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time, or other paid leave. Such FMLA leave shall run concurrently with any pregnancy disability leave taken by the employee, except that CFRA leave shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; 2 CCR 7297.6)

*cf. 4161.1/4361.1 Personal Illness/Injury Leave*  
*cf. 4261.1 Personal Illness/Injury Leave*

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions. (29 USC 2612; 2 CCR 7297.3)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 weeks. This restriction shall apply whether the parents are married, registered domestic partners, or not married. (29 USC 2612; Government Code 12945.2)

## **FAMILY CARE AND MEDICAL LEAVE**

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Except for pregnancy disability leave, during the period of family care and medical leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. During pregnancy disability leave, the employee may elect to use her accrued vacation leave or other accrued time off. If the leave is because of the employee's own serious health condition, the employee shall use accrued sick leave pursuant to the collective bargaining agreement and/or Board policy. (29 USC 2612; Government Code 12945.2)

*cf. 4141/4241 Collective Bargaining Agreement*  
*cf. 4161/4261/4361 Leaves*

### **Intermittent Leave/Reduced Leave Schedule**

Leave related to the serious health condition of the employee or his/her child, parent, or spouse may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district may limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave. (29 USC 2612; 2 CCR 7297.3)

If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the district may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)

*cf. 4113.4/4213.4/4313.4 Temporary Modified/Light-Duty Assignment*

### **Request for Leave**

An employee shall provide at least verbal notice sufficient to make the district aware that he/she needs family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)

Based on the information provided by the employee or his/her spokesperson, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. (2 CCR 7297.4)

## **FAMILY CARE AND MEDICAL LEAVE**

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When the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the district with at least 30 days advance notice before the leave. The employee shall consult with the district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7297.4)

When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the district with notice as soon as practicable. (2 CCR 7297.4)

### **Certification of Health Condition**

A request by an employee for family care and medical leave for his/her serious health condition, or to care for a child, parent, or spouse with a serious health condition, shall be supported by a certification from the health care provider of the employee or such other person as applicable. The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse
  - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

## **FAMILY CARE AND MEDICAL LEAVE**

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At the time of the employee's request for leave or within five business days, the Superintendent or designee shall request that the employee provide certification of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)

When the employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA-eligible, the district shall notify the employee within five business days whether the leave is FMLA-eligible. The district may also retroactively designate leave as FMLA/CFRA as long as there is no individualized harm to the employee. (29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (29 USC 2613; Government Code 12945.2)

If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above. (29 USC 2613; Government Code 12945.2)

### **Fitness for Duty Upon Return to Work**

Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work.

*cf. 4112.4/4212.4/4312.4 Health Examinations*

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

### **Rights to Reinstatement and Maintenance of Benefits**

Upon granting an employee's request for family care and medical leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (29 USC 2614; Government Code 12945.2)

However, the district may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply: (29 USC 2614; Government Code 12945.2)



## **FAMILY CARE AND MEDICAL LEAVE**

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1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

An employee who takes leave has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the leave period. If an employee is laid off or was hired for a specific term or to perform work on a discrete project during the leave period, he/she is not entitled to reinstatement or maintenance of group health plan benefits, provided the district has no continuing obligations under a collective bargaining agreement or otherwise. (29 CFR 825.216; 2 CCR 7297.2)

*cf. 4117.3 Personnel Reduction*  
*cf. 4217.3 Layoff/Rehire*

During the period when an employee is on family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (29 USC 2614; Government Code 12945.2)

For a period of 12 weeks, the district shall continue to provide an eligible employee on family care and medical leave the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the family care and medical leave if he/she fails to return to district employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond his/her control. (29 USC 2614; 29 CFR 825.213; Government Code 12945.2)

*cf. 4154/4254/4354 Health and Welfare Benefits*

In addition, during the period when an employee is on family care and medical leave, he/she shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not be required to make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2)

## **FAMILY CARE AND MEDICAL LEAVE**

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### **Military Caregiver Leave**

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The district shall grant up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to an eligible employee to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to the up to 12-weeks of leave that may be taken for other FMLA qualifying reasons, but rather is inclusive of such 12 weeks. (29 USC 2611, 2612; 29 CFR 825.127)

*Covered servicemember* means a current member, or member who is on the temporary disability retired list, of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty while on active duty for which he/she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for that injury or illness. (29 USC 2611, 2612; 29 CFR 825.127)

*Son or daughter of a covered servicemember* means the biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

*Parent of a covered servicemember* means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

*Next of kin* means the nearest blood relative to that individual, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

*Outpatient status* means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

*Serious injury or illness* means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. (29 USC 2611; 29 CFR 825.127)

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

## **FAMILY CARE AND MEDICAL LEAVE**

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The leave may be taken intermittently or on a reduced schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule specified in "Terms of Leave" above, regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, shall apply.

### **Military Family Leave Resulting from Qualifying Exigencies**

An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a covered military member is on active duty or call to active duty status for one or more qualifying exigencies. (29 CFR 825.126)

*Covered military member* means the employee's spouse, son, daughter, or parent on active duty or call to active duty status. *Active duty or call to active duty status* means a member of the National Guard or Reserves who is under a call or order to active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. (29 CFR 825.126)

*Qualifying exigencies* include time needed to (1) address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment); (2) attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status; (3) arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings; (4) make or update financial and legal arrangements to address a covered military member's absence; (5) attend counseling provided by someone other than a health care provider; (6) spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment; (7) attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings; and (8) address any other event that the employee and district agree is a qualifying exigency. (29 CFR 825.126)

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

## FAMILY CARE AND MEDICAL LEAVE

AR 4161.8(j)  
4261.8  
4361.8

An employee who is requesting such leave for the first time shall provide the Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave which contains the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule specified in "Terms of Leave" above, regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, shall apply.

### Notifications

The Superintendent or designee shall provide the following notifications about state and federal law related to FMLA/CFRA:

1. **General Notice:** Information shall be posted in a conspicuous place on district premises or electronically explaining the provisions of the FMLA/CFRA and information about employee rights and obligations shall be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the leave, when the need for the leave is reasonably foreseeable. (2 CCR 7297.4)

2. **Eligibility Notice:** When an employee requests leave or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall provide notification, within five business days, to the employee of his/her eligibility to take such leave (i.e., whether the employee has met the months of employment, hours of service, and worksite requirements). (29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)
  - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement, if qualifying

## FAMILY CARE AND MEDICAL LEAVE

AR 4161.8(k)  
4261.8  
4361.8

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to substitute paid leave, whether the district will require substitution of paid leave, conditions related to any substitution, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. If applicable, the employee's status as a "key employee" and information related to restoration of that status
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health benefits should the employee not return to service

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days, provide the employee with a Rights and Responsibilities Notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall provide written notification, within five business days, designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

## FAMILY CARE AND MEDICAL LEAVE

AR 4161.8(1)  
4261.8  
4361.8

If the district requires paid leave to be substituted for unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a fitness-for-duty certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify.

Any time the information provided in the Designation Notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

### Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (29 USC 2616; 29 CFR 825.500; Government Code 12946)

#### *Legal Reference:*

##### FAMILY CODE

297-297.5 *Rights, protections and benefits under law; registered domestic partners*

300 *Validity of marriage*

##### GOVERNMENT CODE

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

##### CODE OF REGULATIONS, TITLE 2

7291.2-7291.16 *Sex discrimination: pregnancy and related medical conditions*

7297.0-7297.11 *Family care leave*

##### UNITED STATES CODE, TITLE 1

7 *Definition of marriage, spouse*

##### UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended*

##### CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 *Family and Medical Leave Act of 1993*

##### COURT DECISIONS

*Faust v. California Portland Cement Company*, (2007) 150 Cal.App. 4th 864

*Tellis v. Alaska Airlines*, (9th Cir., 2005) 414 F.3d 1045

#### *Management Resources:*

##### FEDERAL REGISTER

*Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133*

##### U.S. DEPARTMENT OF LABOR PUBLICATIONS

*Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers*

Regulation

Approved: November 17, 2010 (CSBA 3/10)

SMJUHSD  
Santa Maria, California

**Santa Barbara County Education Office  
School Business Advisory Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District:	SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Name of Bargaining Unit:	SMJUHSD FACULTY ASSOCIATION
Certificated, Classified, Other:	CERTIFICATED

The proposed agreement covers the period beginning: July 1, 2010 and ending: June 30, 2013  
(date) (date)

The Governing Board will act upon this agreement on: November 17, 2010  
(date)

**A. Proposed Change in Compensation**

Compensation  All Funds - Combined	Annual Cost Prior to Proposed Agreement  FY 2010-11	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		FY 2010-11	FY 2011-12	FY 2012-13
1. <b>Salary Schedule</b> Including Step and Column	\$ 23,567,592	\$ 393,414	\$ 393,414	\$ 393,414
		1.67%	1.64%	1.62%
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 1,188,356	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
<b>Description of other compensation</b>				
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 2,876,641	\$ 45,715	\$ 45,715	\$ 45,715
		1.589%	1.56%	1.54%
4. <b>Health/Welfare Plans</b>	\$ 4,055,711	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. <b>Total Compensation</b> Add Items 1 through 4 to equal 5	\$ 31,688,300	\$ 439,129	\$ 439,129	\$ 439,129
		1.386%	1.37%	1.35%
6. <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	325.10			
7. <b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 97,472	\$ 1,351	\$ 1,351	\$ 1,351
		1.386%	1.37%	1.35%

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
SMJUHSD FACULTY ASSOCIATION

8. What was the negotiated percentage increase? For example, if the increase in "Year 1" was for less than a year, what is the annualized percentage of that increase for "Year 1"?

For the current 2010-11 year, the increase is comprised of restoration of three unpaid furlough days. The restoration is pursuant to contingency language from an MOU with the faculty association dated June 3, 2010, prior to the District adopting its 2010-11 budget.

9. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

See attached - (2) Memorandums of Understanding. (1) from June 2010 for the unpaid furlough days, and (2) from October 27, 2010 to restore the days. The October 27, 2010 MOU was ratified by the Faculty Association Unit on November 2, 2010.

11. Does this bargaining unit have a negotiated cap for Health and Welfare Yes  No

If yes, please describe the cap amount.

District cost/year for full 1.0 FTE capped as follows: Single \$6,306.20; Two Party \$13,038.20; Family \$18,666.20.

**B. Proposed negotiated changes in noncompensation items** (e.g., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g., counselors, librarians, custodial staff, etc.)

None



**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

None

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

**F. Source of Funding for Proposed Agreement:**

1. Current Year

Increase in revenue limit funding from what was in District's Adopted Budget (which was based on Governor's May Revise Proposal) to what was contained in final State budget signed October 8, 2010. Funding increase for the 2010-11 year is \$2,202,444 and is due to deficit reduction and elimination of a 3.85% cut that was being applied to the District's undeficitated revenue limit.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

See explanation #F.1. above for "Current Year". Projecting that the 3.85% cut is eliminated in future years as well, for 2011-12 the revenue limit increase is \$2,311,099 and for 2012-13 the increase is \$2,360,056.

## SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Combined General Fund

Bargaining Unit:

SMJUHSD FACULTY ASSOCIATION

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/23/2010)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources 8010-8099	\$ 41,646,948		\$ 2,202,444	\$ 43,849,392
Federal Revenue 8100-8299	\$ 4,977,932		\$ 1,479,711	\$ 6,457,643
Other State Revenue 8300-8599	\$ 8,628,215		\$ -	\$ 8,628,215
Other Local Revenue 8600-8799	\$ 1,270,524		\$ -	\$ 1,270,524
<b>TOTAL REVENUES</b>	\$ 56,523,619		\$ 3,682,155	\$ 60,205,774
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 27,046,532	\$ 393,414	\$ 53,498	\$ 27,493,444
Classified Salaries 2000-2999	\$ 10,692,745	\$ -	\$ 237,124	\$ 10,929,869
Employee Benefits 3000-3999	\$ 11,388,446	\$ 45,715	\$ 54,298	\$ 11,488,459
Books and Supplies 4000-4999	\$ 3,468,500		\$ (63,894)	\$ 3,404,606
Services, Other Operating Expenses 5000-5999	\$ 5,930,302		\$ -	\$ 5,930,302
Capital Outlay 6000-6999	\$ 842,372		\$ -	\$ 842,372
Other Outgo 7100-7299 7400-7499	\$ 66,995		\$ -	\$ 66,995
Indirect/Direct Support Costs 7300-7399	\$ (114,335)		\$ -	\$ (114,335)
<b>TOTAL EXPENDITURES</b>	\$ 59,321,557	\$ 439,129	\$ 281,026	\$ 60,041,712
<b>OTHER FINANCING SOURCES/USES</b>				
Transfer In and Other Sources 8900-8979	\$ 518,322	\$ -	\$ -	\$ 518,322
Transfers Out and Other Uses 7600-7699	\$ 352,222	\$ -	\$ -	\$ 352,222
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (2,631,838)	\$ (439,129)	\$ 3,401,129	\$ 330,162
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 9,199,516			\$ 9,199,516
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 6,567,678	\$ (439,129)	\$ 3,401,129	\$ 9,529,678
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts 9711-9740	\$ 115,603	\$ -	\$ -	\$ 115,603
Reserved for Economic Uncertainties 9770	\$ 1,790,214	\$ 13,174	\$ 8,431	\$ 1,811,819
Designated Amounts 9775-9780	\$ 2,290,413	\$ -	\$ 1,479,711	\$ 3,770,124
Undesignated/Unappropriated Amount 9790	\$ 2,371,448	\$ (452,303)	\$ 1,912,987	\$ 3,832,132

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## **MEMORANDUM OF UNDERSTANDING**

between

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

and

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

### **FURLOUGH DAYS**

The Santa Maria Joint Union High School District (hereinafter "District") and the Santa Maria High School District Faculty Association (hereinafter "Association") do hereby agree to the following:

#### Furlough Days

For the 2010-11, 2011-12, and 2012-13 years, the work year shall be reduced by three (3) days, two (2) of which are instructional days and one (1) is a staff development day. For each furlough day, each bargaining unit member shall have their salary reduced by 0.54 percent for a total reduction of 1.62 percent (3 x 0.54 percent) from the 2009-10 salary schedule, which is reflective of 182 work days for 2010-11, 2011-12 and 2012-13.

The staff development day is optional, and if the bargaining unit member attends for the full day, signing in and out at the beginning and end of the day, the bargaining unit member will be paid by categorical restricted funds at the per diem rate, based on their placement on the salary schedule. Bargaining unit members must attend in order to be paid; use of any paid leaves (e.g. sick leave, personal necessity, personal business, in-lieu, etc.) is prohibited. On June 30, 2013, the work year shall revert back to 185 days and the salary schedule shall revert back to the 2009-10 salary schedule.

For the 2010-11 school year, the two (2) instructional days shall be taken on May 27 and June 10, 2011. One (1) staff development day shall be taken on January 10, 2011. The teacher workday shall move to January 11, 2011.

For the 2011-12 and 2012-13 years, the dates are to be determined by mutual consent of both negotiating teams.

#### Compensation Restoration Trigger Language

If the net funded Base Revenue Limit (BRL) per ADA increases by twenty-one dollars (\$21.00) or more from the Governor's May 2010 Revised Budget Proposal for the 2010-2011 fiscal year the following shall occur:

The definition of "net funded Base Revenue Limit" per ADA shall include the base revenue limit, deficit factor(s), deficit reduction, equalization, growth, COLA, and/or any other ongoing unrestricted change to the state funding per unit of ADA in the 2010-11, 2011-12 and 2012-13 budgets. The elements of the net funded Base Revenue Limit shall be derived from the District's SACS reporting forms, form RL.

For each twenty-one dollars (\$21.00) increase in the net funded BRL per ADA one (1) instructional furlough day shall be restored, up to a maximum of two instructional days per year.

**Example:**

For the purposes of this calculation, the funded BRL per ADA for the Santa Maria Joint Union High School District per the Governor's January 2010 Budget Proposal for the 2010-2011 fiscal year \$5,743

SMJUHSD funded BRL per ADA per Governor's Proposed 2010-11 Budget = \$5,743

e.g.  $\$5,743 + \$21.00 = \$5,764$  (or higher) – One instructional furlough day restored.

This Memorandum of Understanding shall expire on June 30, 2013.

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING  
Between  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
And  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

FURLOUGH DAYS RESTORED

The Santa Maria Joint Union High School District (hereinafter "District") and the Santa Maria Joint Union High School District Faculty Association (hereinafter "Association") do hereby agree to the following:

Due to the "net funded Base Revenue Limit per ADA" increase in the State Budget adopted on October 8, 2010 and the restoration language of the MOU dated June 3, 2010, the three furlough days will be restored. The three furlough days consist of two instructional days and one professional development day per work year (2010/11, 2011/12 and 2012/13). For the 2010/11 school year the three restored work days are January 10, May 27, and June 10, 2011. January 10<sup>th</sup> will be a staff work day. January 11<sup>th</sup> will revert back to an instructional day with students, May 27<sup>th</sup> will be an instructional day with students, and June 10<sup>th</sup> will be a professional development day. This will preserve June 9<sup>th</sup> as the last day of instruction and graduation.

The work year shall revert back to 185 days (as reflected in Article 4.2.1 of the Collective Bargaining Agreement) and the salary schedule shall revert back to the 2009/10 salary schedule effective beginning in the 2010/11 school year.

The salary schedule adjustments will be retroactive to the beginning of the work year and appear in payroll warrants upon completion of the ratification process.

  
\_\_\_\_\_  
District Representative

10/27/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Association Representative

10/27/10  
\_\_\_\_\_  
Date

**Santa Barbara County Education Office  
School Business Advisory Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District:	SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Name of Bargaining Unit:	CALIF SCHOOL EMPLOYEES' ASSN CHAPTER #455
Certificated, Classified, Other:	CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2010 and ending: June 30, 2011  
(date) (date)

The Governing Board will act upon this agreement on: November 17, 2010  
(date)

**A. Proposed Change in Compensation**

Compensation  All Funds - Combined	Annual Cost Prior to Proposed Agreement  FY 2010-11	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		FY 2010-11	FY 2011-12	FY 2012-13
1. <b>Salary Schedule</b> Including Step and Column	\$ 10,020,488	\$ 224,795	\$ -	\$ -
		2.24%	0.00%	0.00%
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 136,816	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
<b>Description of other compensation</b>				
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 2,059,596	\$ 45,582	\$ -	\$ -
		2.213%	0.00%	0.00%
4. <b>Health/Welfare Plans</b>	\$ 1,066,722	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. <b>Total Compensation</b> Add Items 1 through 4 to equal 5	\$ 13,283,622	\$ 270,376	\$ -	\$ -
		2.035%	0.00%	0.00%
6. <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	261.70			
7. <b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 50,759	\$ 1,033	\$ -	\$ -
		2.035%	0.00%	0.00%

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
CALIF SCHOOL EMPLOYEES' ASSN CHAPTER #455

8. What was the negotiated percentage increase? For example, if the increase in "Year 1" was for less than a year, what is the annualized percentage of that increase for "Year 1"?

For the current 2010-11 year, the increase is comprised of restoration of five unpaid furlough days. The restoration is pursuant to contingency language from an MOU with the Chapter dated May 21, 2010, prior to the District adopting its 2010-11 budget.

9. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

See attached - Memorandum of Understanding from November 3, 2010. This item is scheduled for a ratification vote by the Chapter on November 16, 2010.

11. Does this bargaining unit have a negotiated cap for Health and Welfare                      Yes     No

If yes, please describe the cap amount.

District cost/year for full 1.0 FTE capped as follows: Single \$4,452; Two Party \$6,612; Family \$7,452.

**B. Proposed negotiated changes in noncompensation items** (e.g., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g., counselors, librarians, custodial staff, etc.)

None

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
CALIF SCHOOL EMPLOYEES' ASSN CHAPTER #455

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

None

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

**F. Source of Funding for Proposed Agreement:**

1. Current Year

Increase in revenue limit funding from what was in District's Adopted Budget (which was based on Governor's May Revise Proposal) to what was contained in final State budget signed October 8, 2010. Funding increase for the 2010-11 year is \$2,202,444 and is due to deficit reduction and elimination of a 3.85% cut that was being applied to the District's undeficitated revenue limit.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

See explanation #F.1. above for "Current Year". Projecting that the 3.85% cut is eliminated in future years as well, for 2011-12 the revenue limit increase is \$2,311,099 and for 2012-13 the increase is \$2,360,056.



## SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Combined General Fund

Bargaining Unit: CALIF SCHOOL EMPLOYEES' ASSN CHAPTER #455

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 06/23/2010)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources 8010-8099	\$ 41,646,948		\$ 2,202,444	\$ 43,849,392
Federal Revenue 8100-8299	\$ 4,977,932		\$ 1,479,711	\$ 6,457,643
Other State Revenue 8300-8599	\$ 8,628,215		\$ -	\$ 8,628,215
Other Local Revenue 8600-8799	\$ 1,270,524		\$ -	\$ 1,270,524
<b>TOTAL REVENUES</b>	\$ 56,523,619		\$ 3,682,155	\$ 60,205,774
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 27,046,532	\$ -	\$ 446,912	\$ 27,493,444
Classified Salaries 2000-2999	\$ 10,692,745	\$ 209,208	\$ 27,916	\$ 10,929,869
Employee Benefits 3000-3999	\$ 11,388,446	\$ 42,421	\$ 57,592	\$ 11,488,459
Books and Supplies 4000-4999	\$ 3,468,500		\$ (63,894)	\$ 3,404,606
Services, Other Operating Expenses 5000-5999	\$ 5,930,302		\$ -	\$ 5,930,302
Capital Outlay 6000-6999	\$ 842,372		\$ -	\$ 842,372
Other Outgo 7100-7299 7400-7499	\$ 66,995		\$ -	\$ 66,995
Indirect/Direct Support Costs 7300-7399	\$ (114,335)		\$ -	\$ (114,335)
<b>TOTAL EXPENDITURES</b>	\$ 59,321,557	\$ 251,629	\$ 468,526	\$ 60,041,712
<b>OTHER FINANCING SOURCES/USES</b>				
Transfer In and Other Sources 8900-8979	\$ 518,322	\$ -	\$ -	\$ 518,322
Transfers Out and Other Uses 7600-7699	\$ 352,222	\$ -	\$ -	\$ 352,222
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (2,631,838)	\$ (251,629)	\$ 3,213,629	\$ 330,162
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 9,199,516			\$ 9,199,516
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 6,567,678	\$ (251,629)	\$ 3,213,629	\$ 9,529,678
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts 9711-9740	\$ 115,603	\$ -	\$ -	\$ 115,603
Reserved for Economic Uncertainties 9770	\$ 1,790,214	\$ 7,549	\$ 14,056	\$ 1,811,819
Designated Amounts 9775-9780	\$ 2,290,413	\$ -	\$ 1,479,711	\$ 3,770,124
Undesignated/Unappropriated Amount 9790	\$ 2,371,448	\$ (259,178)	\$ 1,719,862	\$ 3,832,132

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Fund 13/61 - Cafeteria Fund

Bargaining Unit: CALIF SCHOOL EMPLOYEES' ASSN CHAPTER #455

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 06/23/2010)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
Revenue Limit Sources	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 1,702,961		\$ -	\$ 1,702,961
Other State Revenue	8300-8599	\$ 141,000		\$ -	\$ 141,000
Other Local Revenue	8600-8799	\$ 817,495		\$ -	\$ 817,495
<b>TOTAL REVENUES</b>		\$ 2,661,456		\$ -	\$ 2,661,456
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 805,254	\$ 15,587	\$ 1,845	\$ 822,686
Employee Benefits	3000-3999	\$ 196,557	\$ 3,161	\$ 374	\$ 200,092
Books and Supplies	4000-4999	\$ 1,665,000		\$ -	\$ 1,665,000
Services, Other Operating Expenses	5000-5999	\$ 43,500		\$ -	\$ 43,500
Capital Outlay	6000-6999	\$ 5,000		\$ -	\$ 5,000
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 114,335		\$ -	\$ 114,335
<b>TOTAL EXPENDITURES</b>		\$ 2,829,646	\$ 18,748	\$ 2,219	\$ 2,850,613
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (168,190)	\$ (18,748)	\$ (2,219)	\$ (189,157)
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 435,990			\$ 435,990
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		\$ 267,800	\$ (18,748)	\$ (2,219)	\$ 246,833
<b>COMPONENTS OF ENDING BALANCE:</b>					
Reserved Amounts	9711-9713	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties	9770	\$ -	\$ -	\$ -	\$ -
Board Designated Amounts	9775-9780	\$ -	\$ -	\$ -	\$ -
Undesignated/Unappropriated Amounts	9790	\$ 267,800	\$ (18,748)	\$ (2,219)	\$ 246,833

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

MEMORANDUM OF UNDERSTANDING  
Between  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
And  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #455

**FURLOUGH DAYS RESTORED**

The Santa Maria Joint Union High School District (hereinafter "District") and the California School Employees Association, Chapter #455 (hereinafter "Association") do hereby agree to the following:

Pursuant to Paragraph 20 of the Memorandum of Understanding (MOU) between the District and the Association dated May 21, 2010: Negotiations with the Association will begin for the restoration of furlough days if the district's budget improves, the District hereby recognizes the improved Revenue Limit funding available in the State Adopted Budget of October 8, 2010, and agrees to restore all five (5) of the furlough days to the Association for 2010/11.

All employees who work less than twelve months shall have the following two (2) days reinstated in to their remaining work year: January 10, 2011 or January 11, 2011 based on position work year calendars; and May 27, 2011.

Less than twelve month employees who have utilized any portion of the remaining three (3) furlough days by November 19, 2010, shall have the following options to reinstate the equivalent number of furlough days/hours:

- 1) mutually agree with their supervisor to work any non-work day (no school) remaining on their work year calendar, and/or
- 2) add number of days/hours on to the end of their work year schedule.

Twelve-month employees who have utilized any portion of the five (5) furlough days will have the option of applying unused leave from the following sources: FDD days, Vacation days, and/or up to two (2) personal business days (Article 8.7.2 of the CBA). Employees who have utilized furlough days and who do not have any remaining leave available shall be unpaid for furlough days taken.

The use of leave(s) taken to convert furlough days shall not be used in a negative evaluation and/or for disciplinary purposes.

The work year shall revert back to the 2009/10 number of paid work days effective in the 2010/11 school year.

The salary adjustments shall be retroactive to the beginning of the work year and appear in payroll warrants upon completion of the ratification process.

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Santa Barbara County Education Office  
School Business Advisory Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District:	SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Name of Bargaining Unit:	CONFIDENTIAL
Certificated, Classified, Other:	Other

The proposed agreement covers the period beginning: July 1, 2010 and ending: June 30, 2011  
(date) (date)

The Governing Board will act upon this agreement on: November 17, 2010  
(date)

**A. Proposed Change in Compensation**

Compensation  All Funds - Combined	Annual Cost Prior to Proposed Agreement  FY 2010-11	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		FY 2010-11	FY 2011-12	FY 2012-13
1. <b>Salary Schedule</b> Including Step and Column	\$ 194,034	\$ 3,790	\$ -	\$ -
		1.95%	0.00%	0.00%
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
<b>Description of other compensation</b>				
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 39,344	\$ 768	\$ -	\$ -
		1.952%	0.00%	0.00%
4. <b>Health/Welfare Plans</b>	\$ 12,930	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. <b>Total Compensation</b> Add Items 1 through 4 to equal 5	\$ 246,308	\$ 4,558	\$ -	\$ -
		1.851%	0.00%	0.00%
6. <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	3.00			
7. <b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 82,103	\$ 1,519	\$ -	\$ -
		1.851%	0.00%	0.00%

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

CONFIDENTIAL

8. What was the negotiated percentage increase? For example, if the increase in "Year 1" was for less than a year, what is the annualized percentage of that increase for "Year 1"?

For the current 2010-11 year, the increase is comprised of restoration of five unpaid furlough days.

9. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare

Yes  No

If yes, please describe the cap amount.

District cost/year for full 1.0 FTE capped as follows: Single \$4,164; Two Party \$5,928; Family \$6,588.

**B. Proposed negotiated changes in noncompensation items** (e.g., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g., counselors, librarians, custodial staff, etc.)

None

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

None

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

**F. Source of Funding for Proposed Agreement:**

1. Current Year

Increase in revenue limit funding from what was in District's Adopted Budget (which was based on Governor's May Revise Proposal) to what was contained in final State budget signed October 8, 2010. Funding increase for the 2010-11 year is \$2,202,444 and is due to deficit reduction and elimination of a 3.85% cut that was being applied to the District's undeficitated revenue limit.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

See explanation #F.1. above for "Current Year". Projecting that the 3.85% cut is eliminated in future years as well, for 2011-12 the revenue limit increase is \$2,311,099 and for 2012-13 the increase is \$2,360,056.

## SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Combined General Fund

Bargaining Unit:

CONFIDENTIAL

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 06/23/2010)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
Revenue Limit Sources	8010-8099	\$ 41,646,948		\$ 2,202,444	\$ 43,849,392
Federal Revenue	8100-8299	\$ 4,977,932		\$ 1,479,711	\$ 6,457,643
Other State Revenue	8300-8599	\$ 8,628,215		\$ -	\$ 8,628,215
Other Local Revenue	8600-8799	\$ 1,270,524		\$ -	\$ 1,270,524
<b>TOTAL REVENUES</b>		\$ 56,523,619		\$ 3,682,155	\$ 60,205,774
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 27,046,532	\$ -	\$ 446,912	\$ 27,493,444
Classified Salaries	2000-2999	\$ 10,692,745	\$ 3,790	\$ 233,334	\$ 10,929,869
Employee Benefits	3000-3999	\$ 11,388,446	\$ 768	\$ 99,245	\$ 11,488,459
Books and Supplies	4000-4999	\$ 3,468,500		\$ (63,894)	\$ 3,404,606
Services, Other Operating Expenses	5000-5999	\$ 5,930,302		\$ -	\$ 5,930,302
Capital Outlay	6000-6999	\$ 842,372		\$ -	\$ 842,372
Other Outgo	7100-7299 7400-7499	\$ 66,995		\$ -	\$ 66,995
Indirect/Direct Support Costs	7300-7399	\$ (114,335)		\$ -	\$ (114,335)
<b>TOTAL EXPENDITURES</b>		\$ 59,321,557	\$ 4,558	\$ 715,597	\$ 60,041,712
<b>OTHER FINANCING SOURCES/USES</b>					
Transfer In and Other Sources	8900-8979	\$ 518,322	\$ -	\$ -	\$ 518,322
Transfers Out and Other Uses	7600-7699	\$ 352,222	\$ -	\$ -	\$ 352,222
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (2,631,838)	\$ (4,558)	\$ 2,966,558	\$ 330,162
<b>BEGINNING FUND BALANCE</b>					
Prior-Year Adjustments/Restatements	9791 9793/9795	\$ 9,199,516			\$ 9,199,516
<b>ENDING FUND BALANCE</b>		\$ 6,567,678	\$ (4,558)	\$ 2,966,558	\$ 9,529,678
<b>COMPONENTS OF ENDING BALANCE:</b>					
Reserved Amounts	9711-9740	\$ 115,603	\$ -	\$ -	\$ 115,603
Reserved for Economic Uncertainties	9770	\$ 1,790,214	\$ 137	\$ 21,468	\$ 1,811,819
Designated Amounts	9775-9780	\$ 2,290,413	\$ -	\$ 1,479,711	\$ 3,770,124
Undesignated/Unappropriated Amount	9790	\$ 2,371,448	\$ (4,695)	\$ 1,465,379	\$ 3,832,132

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

**Santa Barbara County Education Office  
School Business Advisory Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District:	SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Name of Bargaining Unit:	MANAGEMENT (CERTIFICATED & CLASSIFIED)
Certificated, Classified, Other:	Other

The proposed agreement covers the period beginning: July 1, 2010 and ending: June 30, 2011  
(date) (date)

The Governing Board will act upon this agreement on: November 17, 2010  
(date)

**A. Proposed Change in Compensation**

Compensation  All Funds - Combined	Annual Cost Prior to Proposed Agreement  FY 2010-11	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		FY 2010-11	FY 2011-12	FY 2012-13
1. <b>Salary Schedule</b> Including Step and Column	\$ 3,436,563	\$ 79,469	\$ -	\$ -
		2.31%	0.00%	0.00%
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
<b>Description of other compensation</b>				
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 498,579	\$ 11,483	\$ -	\$ -
		2.303%	0.00%	0.00%
4. <b>Health/Welfare Plans</b>	\$ 210,243	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. <b>Total Compensation</b> Add Items 1 through 4 to equal 5	\$ 4,145,385	\$ 90,952	\$ -	\$ -
		2.194%	0.00%	0.00%
6. <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	30.00			
7. <b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 138,180	\$ 3,032	\$ -	\$ -
		2.194%	0.00%	0.00%



SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
MANAGEMENT (CERTIFICATED & CLASSIFIED)

8. What was the negotiated percentage increase? For example, if the increase in "Year 1" was for less than a year, what is the annualized percentage of that increase for "Year 1"?

For the current 2010-11 year, the increase is comprised of restoration of five unpaid furlough days.

9. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare                      Yes     No

If yes, please describe the cap amount.

District cost/year for full 1.0 FTE capped as follows: Single \$4,164; Two Party \$5,928; Family \$6,588.

**B. Proposed negotiated changes in noncompensation items** (e.g., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g., counselors, librarians, custodial staff, etc.)

None

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
MANAGEMENT (CERTIFICATED & CLASSIFIED)

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

None

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

**F. Source of Funding for Proposed Agreement:**

1. Current Year

Increase in revenue limit funding from what was in District's Adopted Budget (which was based on Governor's May Revise Proposal) to what was contained in final State budget signed October 8, 2010. Funding increase for the 2010-11 year is \$2,202,444 and is due to deficit reduction and elimination of a 3.85% cut that was being applied to the District's undeficitated revenue limit.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

See explanation #F.1. above for "Current Year". Projecting that the 3.85% cut is eliminated in future years as well, for 2011-12 the revenue limit increase is \$2,311,099 and for 2012-13 the increase is \$2,360,056.

## SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Combined General Fund

Bargaining Unit: MANAGEMENT (CERTIFICATED &amp; CLASSIFIED)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/23/2010)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources 8010-8099	\$ 41,646,948		\$ 2,202,444	\$ 43,849,392
Federal Revenue 8100-8299	\$ 4,977,932		\$ 1,479,711	\$ 6,457,643
Other State Revenue 8300-8599	\$ 8,628,215		\$ -	\$ 8,628,215
Other Local Revenue 8600-8799	\$ 1,270,524		\$ -	\$ 1,270,524
<b>TOTAL REVENUES</b>	\$ 56,523,619		\$ 3,682,155	\$ 60,205,774
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 27,046,532	\$ 53,498	\$ 393,414	\$ 27,493,444
Classified Salaries 2000-2999	\$ 10,692,745	\$ 24,126	\$ 212,998	\$ 10,929,869
Employee Benefits 3000-3999	\$ 11,388,446	\$ 11,109	\$ 88,904	\$ 11,488,459
Books and Supplies 4000-4999	\$ 3,468,500		\$ (63,894)	\$ 3,404,606
Services, Other Operating Expenses 5000-5999	\$ 5,930,302		\$ -	\$ 5,930,302
Capital Outlay 6000-6999	\$ 842,372		\$ -	\$ 842,372
Other Outgo 7100-7299 7400-7499	\$ 66,995		\$ -	\$ 66,995
Indirect/Direct Support Costs 7300-7399	\$ (114,335)		\$ -	\$ (114,335)
<b>TOTAL EXPENDITURES</b>	\$ 59,321,557	\$ 88,733	\$ 631,422	\$ 60,041,712
<b>OTHER FINANCING SOURCES/USES</b>				
Transfer In and Other Sources 8900-8979	\$ 518,322	\$ -	\$ -	\$ 518,322
Transfers Out and Other Uses 7600-7699	\$ 352,222	\$ -	\$ -	\$ 352,222
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (2,631,838)	\$ (88,733)	\$ 3,050,733	\$ 330,162
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 9,199,516			\$ 9,199,516
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 6,567,678	\$ (88,733)	\$ 3,050,733	\$ 9,529,678
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts 9711-9740	\$ 115,603	\$ -	\$ -	\$ 115,603
Reserved for Economic Uncertainties 9770	\$ 1,790,214	\$ 2,662	\$ 18,943	\$ 1,811,819
Designated Amounts 9775-9780	\$ 2,290,413	\$ -	\$ 1,479,711	\$ 3,770,124
Undesignated/Unappropriated Amount 9790	\$ 2,371,448	\$ (91,395)	\$ 1,552,079	\$ 3,832,132

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Fund 13/61 - Cafeteria Fund

Bargaining Unit: MANAGEMENT (CERTIFICATED &amp; CLASSIFIED)

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 06/23/2010)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
Revenue Limit Sources	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 1,702,961		\$ -	\$ 1,702,961
Other State Revenue	8300-8599	\$ 141,000		\$ -	\$ 141,000
Other Local Revenue	8600-8799	\$ 817,495		\$ -	\$ 817,495
<b>TOTAL REVENUES</b>		\$ 2,661,456		\$ -	\$ 2,661,456
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 805,254	\$ 1,845	\$ 15,587	\$ 822,686
Employee Benefits	3000-3999	\$ 196,557	\$ 374	\$ 3,161	\$ 200,092
Books and Supplies	4000-4999	\$ 1,665,000		\$ -	\$ 1,665,000
Services, Other Operating Expenses	5000-5999	\$ 43,500		\$ -	\$ 43,500
Capital Outlay	6000-6999	\$ 5,000		\$ -	\$ 5,000
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 114,335		\$ -	\$ 114,335
<b>TOTAL EXPENDITURES</b>		\$ 2,829,646	\$ 2,219	\$ 18,748	\$ 2,850,613
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (168,190)	\$ (2,219)	\$ (18,748)	\$ (189,157)
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 435,990			\$ 435,990
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		\$ 267,800	\$ (2,219)	\$ (18,748)	\$ 246,833
<b>COMPONENTS OF ENDING BALANCE:</b>					
Reserved Amounts	9711-9713	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties	9770	\$ -	\$ -	\$ -	\$ -
Board Designated Amounts	9775-9780	\$ -	\$ -	\$ -	\$ -
Undesignated/Unappropriated Amounts	9790	\$ 267,800	\$ (2,219)	\$ (18,748)	\$ 246,833

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**