

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

Regular Meeting
June 11, 2014
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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	Unless otherwise announced, the next regular meeting will be held on August 6, 2014, 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	16
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CSBA

PROFESSIONAL GOVERNANCE STANDARDS

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

THE BOARD

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

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

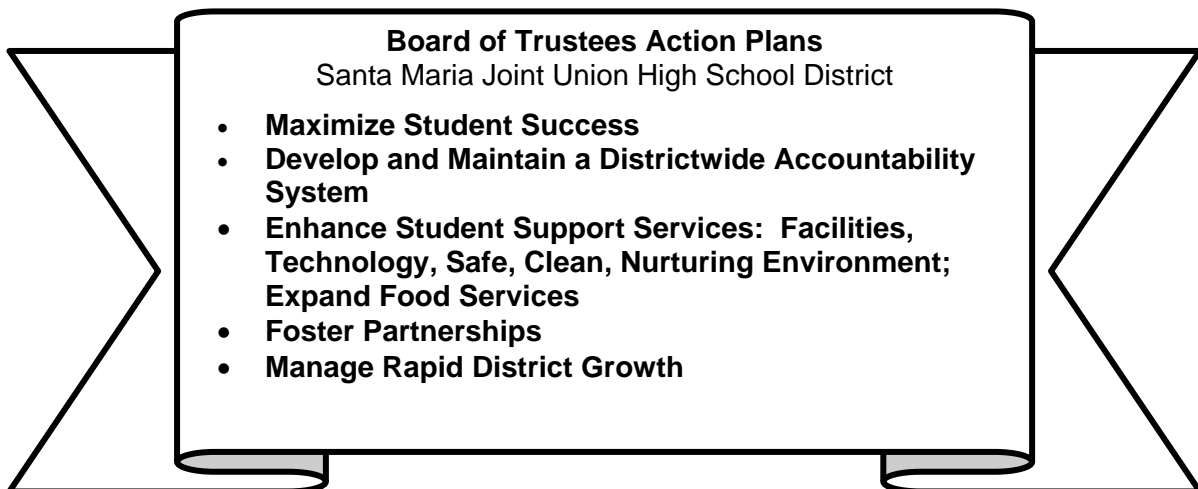
- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take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

THE INDIVIDUAL TRUSTEE

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

To be effective, an individual trustee:

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



THE BOARD'S JOBS

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

Effective boards:

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

THE SUPERINTENDENT:

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

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

**Regular Meeting
June 11, 2014**

**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. Adjourn to Closed Session

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

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

III. Reconvene in Open Session

Call to Order/Flag Salute

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IV. Announce Closed Session Actions

The Board will announce the following actions:

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

V. Reports

- A. Superintendent's Report
 - 1. Discuss change of August 13th Board meeting date to August 6th
- B. Reports from Employee Organizations
- C. Board Member Reports

VI. Items Scheduled for Action

A. Instruction

- 1. Textbook Review

The following textbook is presented to the Board of Education for preview. The textbook is aligned with the state standards.

Pioneer Valley High School

Ø American Pageant (AP edition) (Basic); Author: Kennedy, Cohen; ISBN: 978-1-11.83106-6; Copyright: 2013

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

***** IT IS RECOMMENDED THAT the Board of Education preview the new textbook and approve upon second reading at the August board meeting.**

Moved _____

Second _____

Vote _____

REGULAR MEETING

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B. General

1. Board Policies

The administration has reviewed the following amended Board Policies and Administrative Regulations which are aligned with California School Boards Association updates, which are provided as education code and laws change. A summary of the revisions are presented in Appendix C. The complete revised policies and regulations are part of the agenda which is posted on the district's website at www.smjehsd.k12.ca.us.

Students – 5000 Series

Discipline

BP/AR 5144

Suspension and Expulsion/Due Process

BP/AR 5144.1

Resource Person: Frances Evans, Director/Special Education

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

Moved _____

Second _____

Vote _____

2. Santa Barbara County SELPA Joint Powers Agreement

At the May 5, 2014 Santa Barbara County Special Education Local Plan Area (SBCSELPA) Joint Powers Agreement (JPA) Board Meeting, the board approved revisions to the SBCSELPA Local Plan regarding the JPA Board Membership structure and the Joint Exercise of Powers Agreement.

As per California Ed Code, when revisions are made to the governance structure of the Local Plan and the JPA, all "parties" as listed in Section I of the agreement must seek district board approval. The revisions are made to Section I and Section 2 of the SBCSELPA Local Plan as presented in Appendix D.

Resource Person: Frances Evans, Director/Special Education

***** IT IS RECOMMENDED THAT the Board of Education approve the revisions as presented.**

Moved _____

Second _____

Vote _____

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3. District Coaching Handbook

The district was tasked with developing a District Coaching Handbook. Site Athletic Directors, under the supervision of district staff, created the handbook. Once approved, Athletic Directors will be responsible to ensure that all district coaches read, understand, and abide by the information contained within. The Coaches' Handbook will be updated on a yearly- basis or as necessary.

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

***** IT IS RECOMMENDED THAT the Board of Education approve the District Coaches' Handbook as presented.**

Moved _____ Second _____ Vote _____

4. Local Control Accountability Plan (LCAP)

The Board is asked to hold a Public Hearing and receive comments on the district LCAP. The district's plan is based on the applicable components of the SMJUHSD Strategic Plan and has been reviewed by our English Learner Parent Group, LCAP Parent Group, Bargaining Units, and has been posted on the district's website for comments. There is no vote required at this time. The LCAP will be presented for approval at the June 16 special board meeting.

A PUBLIC HEARING IS REQUIRED.

Resource Person: Superintendent Richardson

5. Renew Agreement for Assistant Superintendent of Business Services

The current agreement with the Assistant Superintendent of Business Services expires June 30, 2014. The Board is requested to approve an extension of the contract through June 30, 2018. The contract is presented as Appendix I of the agenda.

Resource Person: Superintendent Richardson

***** IT IS RECOMMENDED THAT the Board of Education approve the renewed agreement with the Assistant Superintendent of Business effective July 1, 2014.**

Moved _____ Second _____ Vote _____

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C. Business

1. Public Disclosure of Collective Bargaining Agreement with Faculty Association

In accordance with AB 1200 reporting requirements, the District must make public disclosure of any proposed collective bargaining agreements with their various employee organizations as to the effects of the agreements on the District's financial status. The District has reached agreement with the Santa Maria Joint Union High School District Faculty Association, to include the following:

For 2013/14:

- Increase the salary schedule by 4%, retroactive to July 1, 2013. The increase is effective July 1, 2013.
- Increase the salary schedule an additional 1.5% effective and retroactive to January 1, 2014.
- Increase the hourly rate for extra duty assignments from \$20 to \$21 per hour, retroactive to July 1, 2013.

For 2014/15:

- Increase the salary schedule by 5%, effective July 1, 2014.
- Increase the salary schedule an additional 1% effective January 1, 2015.

For 2013/14, the District had already included \$1.43 million in its 2nd Interim Revised Budget for the estimated cost of a settlement with the Faculty Association. The final estimated current year cost of the agreement is \$1.4 million, for the salary schedule increase.

For 2014/15, the estimated cost is \$1.84 million for the salary schedule increase. This amount is included in the District's 2014/15 Adopted Budget that is agendized for disclosure and a public hearing on this date.

Further documentation of the fiscal impacts (as required by AB1200) is shown in Appendix G.

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

***** IT IS RECOMMENDED THAT the Board of Education approve the AB 1200 Public Disclosure of Collective Bargaining Agreement with the Faculty Association.**

Moved _____

Second _____

Vote _____

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2. Budget Hearing for Fiscal Year 2014-15

Education Code Section 42127 requires that on or before July 1 of each year the Governing Board of the school district shall hold a public hearing on the budget to be adopted for the subsequent year. Pursuant to Education Code Section 33127, the proposed adopted budget complies with the standards and criteria as established by the State Board of Education.

Assembly Bill 97 as signed by the Governor on July 1, 2013, created the Local Control Funding Formula ("LCFF") and made numerous revisions and additions to California's Education Code. Education Code Section 52062, as added by AB97, requires that the Governing Board of a school district conduct a public hearing to review its Local Control and Accountability Plan ("LCAP") at the same meeting as the hearing for the District's budget, with adoption of both to follow at a subsequent meeting. The District's LCAP plan contains many goals and initiatives to provide increased services to its target population of low income and English learners; these are reflected in the budget being proposed for adoption for the 2014-15 year.

The Governor's May Budget - the "May Revise" - was not much different from the January proposal. Themes which continue from the Governor's January proposal include his priority to fully eliminate apportionment deferrals, establishment of a rainy day fund, and continued implementation of the LCFF with no changes in funding. The Governor made a few changes to his January proposal for a continuous appropriation for LCFF funding, but so far that has not been well met by the legislature and the Legislative Analyst's Office has recommended that it be rejected. With state revenues projected to be \$2.5 billion greater now, than what was projected in January, the Governor is proposing to use those additional revenues to create and fund his proposal for a rainy day fund, as well as funding Medi-Cal costs that have increased due to enrollments from the Affordable Care Act.

There was, however, one significant new item and that is the Governor's proposal to increase employee, district, and state contributions to the State Teachers' Retirement System, which is estimated to be underfunded by some \$80 billion. Unlike the Public Employees' Retirement System ("PERS"), the STRS contribution rates are set by statute, and will require legislative action in order to be changed. Already as of this writing, there are competing proposals which have been announced.

Based on guidance from the Santa Barbara County Education Office, which has oversight authority for approval of the District's Adopted Budget, this budget for the District utilizes the LCFF simulator tool as provided by the Fiscal Crisis and Management Assistance Team ("FCMAT") to compute the District's expected revenue from LCFF sources.

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A summary of the proposed budget for 2014-15 is presented as Appendix H for consideration by the Board of Education. The full report on the State forms is on the district website. Due to the new requirements with LCFF and LCAP, adoption will occur at a later date.

A PUBLIC HEARING IS REQUIRED.

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

3. Health Reimbursement Arrangement

California Government Code Section 53216 authorizes a governmental or public agency or employer to establish and make contributions to retirement plans. Based on the selection of CalPERS for medical insurance by the Faculty Association and the process by which CalPERS deducts insurance premiums directly from pension checks, the district is in need of an alternative option for handling premiums in order to provide certain retirement benefits to its retirees. A health reimbursement arrangement ("HRA") is a method which will reimburse retirees for the difference between the PERS required minimum and the amount in which the District has agreed to pay toward the retirees' medical premiums pursuant to the collective bargaining agreement with the Faculty Association. The funds for the HRA will be held in a trust account and is effective July 1, 2014 for eligible retired employees. The district will be the sponsor and administrator of the HRA.

Keenan Financial Services shall serve as the contract administrator to assist the district in the implementation and administration of the HRA, and as Broker of record to set up the trust account needed to fund the plan. MidAmerica Administrative and Retirement Solutions shall act as third party claims administrator for the HRA.

Resolution Number 30-2013-2014 printed on the following page requests approval and authorizes the Assistant Superintendent of Business Services to execute all necessary documents and to take action for the proper implementation and operation of the HRA.

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

***** IT IS RECOMMENDED THAT the Board of Education approve Resolution Number 30-2013-2014 authorizing the establishment of a health reimbursement arrangement (HRA), appointment of Keenan Financial Services as the contract administrator, and MidAmerica Administrative and Retirement Solutions as the third party claims administrator for the HRA.**

Moved _____

Second _____

Vote _____

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NUMBER 30-2013-14

HEALTH REIMBURSEMENT ARRANGEMENT

WHEREAS, California Government Code Section 53216 authorizes a governmental or public agency or employer to establish and make contributions to retirement plans; and

WHEREAS, the Santa Maria Joint Union High School District (“the Employer”) desires to provide certain retirement benefits to its retirees under a health reimbursement arrangement (“HRA”) which will reimburse retirees for the difference between the PERS required minimum and the amount which the District has agreed to pay toward the retirees’ medical premiums pursuant to the collective bargaining agreement with the Faculty Association; and

WHEREAS, the Employer desires the funds for the HRA be held in a non-interest bearing trust account.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education (“the Board”) of the Santa Maria Joint Union High School District hereby establishes an HRA benefit for its retired employees, effective July 1, 2014.

BE IT RESOLVED FURTHER that the eligibility requirements for employees to participate in the HRA shall be as follows:

RESOLVED FURTHER that the Board hereby adopts that certain plan benefit known as the Santa Maria Joint Union High School District Health Reimbursement Arrangement, effective July 1, 2014.

RESOLVED FURTHER that for purposes of clarification of administration of the HRA, but not for purposes of making said HRA subject to Title I of the Employee Retirement Income Security Act (ERISA), the Board hereby designates the Employer as the sponsor and administrator of the HRA.

RESOLVED FURTHER that the Employer shall make all contributions to the HRA to fund said benefits.

RESOLVED FURTHER that, for purposes of the limitations on contributions and benefits under the HRA, as prescribed by section 415 of the Internal Revenue Code of 1986, as amended, the “limitation year” shall be as defined under the terms and provisions of the HRA.

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RESOLVED FURTHER that the Board hereby appoints Keenan Financial Services as the contract administrator to assist the Employer in the implementation and administration of the HRA, and as Broker of record to set up the aforementioned trust account needed to fund the plan.

RESOLVED FURTHER that MidAmerica Administrative and Retirement Solutions shall act as third party claims administrator for the HRA.

RESOLVED FURTHER that the Board hereby authorizes the Assistant Superintendent of Business Services to execute such documents and to take such action as may be necessary for the proper implementation and operation of the HRA.

PASSED AND ADOPTED this 11th day of June 2014, by the following vote:

ROLL CALL

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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4. Deferred Maintenance Plan

The Deferred Maintenance Program is intended to provide State matching funds to assist school districts with the repair and replacement of major components on school buildings.

The Deferred Maintenance Five-Year Plan, reported on form SAB 40-20, provides the list of eligible major repair and/or replacement projects as identified by the District over a five year period beginning with fiscal year 2013-2014. Education Code Section 17591 requires the District file a Five-Year Plan if the District intends to receive an apportionment from the State Allocation Board. The deadline for filing the plan is June 30, 2014. The current Five-Year Plan is presented as Appendix F.

A PUBLIC HEARING IS REQUIRED.

Resource Person: Reese Thompson, Director/Facilities & Operations

***** IT IS RECOMMENDED THAT the Board of Education adopt the proposed Deferred Maintenance Five-Year Plan as presented.**

Moved _____ Second _____ Vote _____

5. Authorization to Piggyback on Hawthorne School District for Furniture and Accessories District-Wide

Section 20118 of the Public Contract Code provides an alternative for obtaining supplies, furniture, and equipment, commonly referred to as “piggybacking”, where notwithstanding Section 20111 and 20112 of the Public Contract Code, the governing board of any school district without advertising for bids and if the board has determined it to be in the best interests of the district may authorize the purchase of such supplies, furniture and equipment.

Hawthorne School District has awarded their furniture and accessories bid to Culver-Newlin, Inc. (Piggyback Bid #13-14-2, expires June 30, 2015), and with the Board approval the district may “piggyback” on their bid.

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

***** IT IS RECOMMENDED THAT notwithstanding Sections 20111 and 20112 of the Public Contract Code, the governing board has determined it to be in the best interest of the district to grant approval to obtain furniture and accessories pursuant to a “piggyback” clause in the Hawthorne School District bid for which the originating district has complied with all competitive bidding requirements; pursuant to Piggyback Bid #13-14-1, expiring June 30, 2015.**

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Moved _____

Second _____

Vote _____

6. Authorization to Piggyback on Los Angeles Unified School District for School and Administrative Furniture District-Wide

Section 20118 of the Public Contract Code provides an alternative for obtaining supplies, furniture, and equipment, commonly referred to as “piggybacking”, where notwithstanding Section 20111 and 20112 of the Public Contract Code, the governing board of any school district without advertising for bids and if the board has determined it to be in the best interests of the district may authorize the purchase of such supplies, furniture and equipment.

Los Angeles Unified School District has awarded their school and administrative furniture bid to VS America, Inc. (Piggyback Bid #C-275, expires June 30, 2016), and with the Board approval the district may “piggyback” on their bid.

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

***** IT IS RECOMMENDED THAT notwithstanding Sections 20111 and 20112 of the Public Contract Code, the governing board has determined it to be in the best interest of the district to grant approval to obtain school and administrative furniture pursuant to a “piggyback” clause in the Los Angeles Unified School district bid for which the originating district has complied with all competitive bidding requirements.**

Moved _____

Second _____

Vote _____

7. Award of Bid for Santa Maria High School Slurry Seal (Areas J, K) and the Support Services Center Slurry Seal (Areas B, Portion of C Project #12-128.3)

District administration opened bids on May 27, 2014 for the Santa Maria High School Slurry Seal (Areas J, K) and the Support Services Center – Slurry Seal (Areas B, Portion of C Project #12-128.3). The bid recap and administrative recommendation follows:

<u>Bidder</u>	<u>Base Bid</u>
Rockwood General Contractors	\$99,784.04
Toste Construction Co.	\$131,825.00
R Burke Corporaton	\$141,615.00

After review of the three bids received by administration, the bid received from R. Burke Corporation was not the lowest bid, however, it must be noted that two irregularities were identified in their bid package: the failure to complete and submit the required Re-cycled Content Certification and the Asbestos Free Certification. The bid submitted by Rockwood

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General Contractors was a complete bid package as specified and was determined to be the apparent low bidder.

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

***** IT IS RECOMMENDED THAT the Board of Education award the bid for the Santa Maria High School and Support Services Center Slurry Project (#12-128.3) to the lowest bidder, Rockwood General Contractors for the Base Bid amount of \$99,784.04 to be paid from Deferred Maintenance and Capital Project Funds, respectively.**

Moved _____ Second _____ Vote _____

VII. Consent Items

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

Moved _____ Second _____ Vote _____

A. Approval of Minutes

May 14, 2014 - Regular Meeting

B. Approval of Warrants for the Month of 2014

Payroll	\$5,146,997.16
Warrants	<u>4,129,354.78</u>
Total	\$9,276,351.94

C. Attendance Report

Mrs. Yolanda Ortiz, Assistant Superintendent of Business Services, will be available to answer questions regarding the ninth monthly attendance report presented on page 17.

D. Facility Report – **Appendix B**

E. Acceptance of Gifts

Pioneer Valley High School

Donor	Recipient	Amount
PVHS Boosters	Girls' Basketball	\$230.00
PVHS Boosters	Boys' Volleyball	190.00
PVHS Boosters	Boys' WaterPolo	150.00

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PVHS Boosters	Boys' Basketball	260.00
PVHS Boosters	Football	180.00
PVHS Boosters	Track	200.00
PVHS Boosters	Softball	220.00
PVHS Boosters	Boys' Baseball	252.22
PVHS Boosters	Boys' Basketball	159.69
PVHS Boosters	Boys' golf	155.20
PVHS Boosters	Boys' Soccer	365.76
PVHS Boosters	Boys' Volleyball	869.59
PVHS Boosters	Cheer	729.55
PVHS Boosters	Football	249.10
PVHS Boosters	Softball	426.09
PVHS Boosters	Boys' Tennis	182.00
Thrivent Federal Credit Union	Pioneer Valley	250.00
Phillips 66 Company	Pioneer Valley	400.00
Santa Maria Rotary	Science Grant	500.00
Santa Barbara Water Org.	Science Grant	<u>500.00</u>
Total Pioneer Valley High School		\$6,469.20

Santa Maria High School

Donor	Recipient	Amount
Greg Villegas Photography	Class 2014	\$300.00
Juan Pacifico Ontiveros PTA	FFA Sheep	125.00
SM Rotary	FBLA	100.00
Santa Maria FFA Boosters	FFA	<u>3,000.00</u>
Total Santa Maria High School		\$3,525.00

Righetti High School

Donor	Recipient	Amount
Doni Jo & Gordon Munro	Cheer	\$300.00
Anonymous	Dance Team	200.00
Rotrary Club of SM Breakfast	Interact Club	1,248.00
Rotrary Club of SM Breakfast	Interact Club	250.00
Thomas and Sara Minetti	Girls' Soccer	200.00
Warrior Booster Club	Softball	2,825.00
Warrior Booster Club	Athletics	32,342.81
PG&E Corporation	ASB	250.00
The Lambert Foundation, Inc.	Choir	500.00
Paul Cuce Roofing	Boys' Soccer	200.00
Paso Robles Chevrolet	Boys' Waterpolo	100.00
Scott Franklin Consulting	Boys Waterpolo	100.00
Daniel Shepard	Boys' Waterpolo	100.00
Don & Shelly Groppetti	Boys' Waterpolo	250.00
Robert & Gloria Dias	FFA	300.00
RHS Band Boosters	Dance Team	100.00
American Dream	American Dream	7,500.00
Old Town Mexican Café	Softball	100.00
Santa Maria Museum of Flight	FFA Welding	150.00

REGULAR MEETING

June 11, 2014

Warriors Booster Club of RHS	Football	5,500.00
Wells Fargo	ASB	2,500.00
Righetti PTSA	Legend	250.00
Fund for Santa Barbara	Latinos Unidos	2,300.00
SM Museum of Flight	FFA	100.00
Douglas Wilson	Baseball	100.00
Warrior Boosters Club	Athletics General	6,678.75
Saunders Bookkeeping Service	Special Olympics	<u>\$500.00</u>
Total Righetti High School		\$64,944.56

F. Pupil Matters - Education Code Sections 35146 & 48918

Administrative Recommendation to revoke suspended expulsion: Student # 337580

Administrative Recommendation for student re-admission from expulsion/suspended order and/or expulsion: Student #'s 337025, 334893, 336456

Expelled student(s) who did not meet the terms of their expulsion/suspended order and/ or expulsion agreement: Student #'s 337727, 339387, 338371

G. Safe School Plans – Delta, Pioneer Valley, Righetti, Santa Maria

The Safe School Plans are site plans which must be Board approved. The duration of the plans is from July 1, 2014 to June 30, 2015. School Plans are to be updated annually and are available for review at the District Office.

H. Approval/Ratification of Purchase Order

<u>P.O. #</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description & Funding Source</u>
14-1557	CIO Solutions	\$105,178.81	Site-Wide upgrade Intermediate Switches, Technology
14-1561	VS America Inc.	\$151,754.41	Furniture, Operations to accommodate extra classrooms/bell schedule
14-1562	Sierra School Equip	\$53,778.60	Furniture, Operations to accommodate extra classrooms/bell schedule

I. Textbook Approval (second reading and approval)

The following textbook was presented to the Board of Education for preview at May 14, 2014, Board meeting. It is presented for second reading and approval.

Pioneer Valley High School

Ø AP French (Basic) – Allons au-delà

Author: Richard Ladd; ISBN: 13: 978-0-13-317953-8; Copyright 2012

REGULAR MEETING

June 11, 2014

J. New Course Approvals

The following new courses are 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

Ø Integrated Marketing and English (UCCI)

Ernest Righetti, Pioneer and Santa Maria High Schools

Ø English I Intensive

Ø English II Intensive

K. 2014-15 Career Technical Education Application for Funding – Carl D. Perkins Career and Technical Education Improvement Act of 2006

Santa Maria Joint Union High School District is requesting approval for Application of Funding for 2014-15, funding through the Carl D. Perkins Career and Technical Education Improvement Act of 2006. The application was submitted to the California Department of Education on May 1, 2014. The allocation is \$222,847.00. The purpose for this federal act is to improve career-technical education programs, integrate academic and career-technical instruction, serve special populations, and meet gender equality needs. SMJUHSD's Career and Technical Education (CTE) teachers continue to collaborate and develop course sequence that lead to post-secondary education and/or careers. The CTE department chairpersons recently reviewed existing plans and identified priorities for the coming school year that will incorporate rigorous academic and CTE standards into all the CTE courses.

VIII. 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 prior to the start of the meeting.

IX. 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.

REGULAR MEETING

June 11, 2014

X. Next Meeting Date

A special meeting will be held on June 16, 2014, with closed session at 11:00 a.m.; followed by open session. The meeting will be held at the Santa Maria Joint Union School District Support Services Center at 2560 Skyway Drive, Santa Maria, CA 93455.

Unless otherwise announced, the next regular meeting of the Board of Education will be held on August 6, 2014. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held at the Santa Maria Joint Union High School District Support Services Center at 2560 Skyway Drive, Santa Maria, CA 93455.

XI. Future Regular Board Meetings for 2014:

July 9 (if needed)	November 12
September 10	December 10
October 8	

XII. Adjourn

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

March 24, 2014 through April 18, 2014

	Ninth Month 2012-13			Ninth Month 2013-14			Accumulated ADA			
	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Prior Year		Current Year	
							ADA % to CBEDS	ADA	ADA % to CBEDS	ADA
ERNEST RIGHETTI HIGH										
Regular	1902	1825.50	96.0%	1826	1765.84	96.5%		1883.47		1801.94
Special Education	87	81.86	93.2%	96	92.37	96.2%		84.89		92.38
Independent Study	38	30.57	83.6%	44	33.37	78.2%		25.11		28.30
Independent Study Spec Ed	3	0.79	26.2%	1	0.21	21.1%		2.20		0.20
CTE Program	11	9.64	87.7%	10	9.32	93.2%		9.70		9.49
Home and Hospital-Reg Ed	9	8.00	86.8%	11	8.63	93.2%		4.68		5.24
Home and Hospital-Spec Ed	2	1.29	64.3%	1	0.89	89.5%		0.69		0.40
TOTAL RIGHETTI	2052	1957.64	95.9%	1989	1910.63	96.5%		2010.74		1937.94
SANTA MARIA HIGH										
Regular	2034	1943.86	95.4%	2043	1944.11	94.7%		2004.51		2018.02
Special Education	89	82.86	92.1%	85	78.05	92.1%		81.59		80.44
Independent Study	53	48.07	90.2%	122	100.68	85.8%		39.85		73.95
Independent Study 12+	0	0.00	---	2	1.16	100.0%		0.00		0.97
Independent Study Spec Ed	1	0.79	78.6%	1	1.00	100.0%		0.67		0.91
CTE Program	10	8.50	85.0%	6	3.89	69.8%		9.29		4.61
Home and Hospital-Reg Ed	9	7.86	95.7%	9	7.53	89.9%		3.81		4.38
Home and Hospital-Spec Ed	4	2.93	73.2%	3	1.63	73.8%		2.14		1.95
TOTAL SANTA MARIA	2200	2094.86	95.3%	2271	2138.05	94.6%		2141.86		2185.24
PIONEER VALLEY HIGH										
Regular	2303	2236.36	96.9%	2388	2323.37	97.1%		2309.35		2386.39
Special Education	122	114.86	94.3%	120	114.74	94.2%		118.21		119.36
Independent Study	67	56.29	82.7%	34	24.89	68.5%		42.90		27.01
Independent Study 12+	0	0.00	---	0	0.00	---		0.54		0.00
Independent Study Spec Ed	6	5.14	74.2%	10	2.53	25.3%		3.95		3.13
Home and Hospital-Reg Ed	9	7.14	92.6%	4	3.63	90.8%		6.84		2.80
Home and Hospital-Spec Ed	1	0.64	56.3%	1	1.00	100.0%		1.59		0.70
TOTAL PIONEER VALLEY	2508	2420.43	96.8%	2557	2470.16	97.0%		2483.37		2539.39
DAY TREATMENT @ LINCOLN STREET	8	6.43	83.3%	7	5.00	75.4%		5.99		3.80
DISTRICT SPECIAL ED TRANSITION	10	9.50	95.0%	12	11.16	93.0%		9.76		9.88
DISTRICT SPECIAL ED TRANS/VOC MM	0	0.00	---	9	8.95	99.4%		0.00		6.61
ALTERNATIVE EDUCATION										
Delta Continuation	320	264.35	81.3%	308	240.05	76.9%		247.57		254.69
Delta 12+	0	0.00	---	0	0.00	---		0.81		0.00
Delta Independent Study	78	68.89	85.0%	95	74.39	87.7%		50.16		49.05
Delta Independent Study 12+	14	13.46	87.6%	7	6.40	81.7%		23.87		24.46
Delta Independent Study Spec Ed	2	0.72	29.6%	5	0.97	19.4%		0.27		0.93
Home and Hospital Reg Ed	0	0.00	---	2	0.00	---		0.00		0.09
Freshman Prep	137	128.79	94.0%	152	142.17	92.9%		127.00		144.69
Reach Program--DHS	1	0.00	---	0	0.00	---		0.24		0.42
Reach Program--SMHS	7	7.79	100.0%	23	15.26	69.2%		5.19		10.11
Reach Program--PVHS	15	15.00	100.0%	16	10.63	75.4%		8.36		8.47
Home School @ Library Program	55	43.36	80.1%	55	45.84	83.4%		43.82		44.70
TOTAL ALTERNATIVE EDUCATION	629	542.35	86.2%	663	535.72	80.8%		507.28		537.62
TOTAL HIGH SCHOOL DISTRICT	7407	7031.20	94.9%	7508	7079.67	94.3%	93.7%	7158.99	93.5%	7220.48

Santa Maria Joint Union High School District
June 11, 2014

APPENDIX A

CLASSIFIED PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	Pay Rate	Hours	
	Reduce Assignment	School/Community Liaison	RHS	8/12/14	16/E	8	
	Retire	Custodian	SMHS	8/12/14	15/E	8	
	Transfer	Guidance Technician	SM to PV	7/29/14	22/E	8	
	Demote	Food Service Worker I	PVHS	5/23/14	9/E	6.5	
	Reduce Hours	Food Service Worker I	PVHS	8/8/14	9/E	6	
	Promote	Student Data Specialist	RHS	7/29/14	22/E	8	
	Layoff	Guidance Technician	PVHS	7/14/14	22/E	8	
	Layoff/Declined Offer	Staff Secretary	LPA	7/14/14	18/E	8	
	Layoff	Office Assistant	RHS	8/1/14	12/E	4	
	Reduce Hours	Staff Secretary	RHS to PV	6/13/14	18/E	8 to 6	
	Reduce Assignment	Office Assistant	RHS	8/12/14	12/E	4	
	Transfer	Guidance Technician	SM to PV	7/29/14	22/E	8	
	Promote	Student Info Systems Analyst	DO	7/17/14	31/A	8	
	Out of Class	Maintenance I	RHS	6/9/14	21/C	8	
	Reduce Assignment	Staff Secretary	RHS	8/5/14	18/E	8	
	Transfer	Guidance Technician	SM to DHS	7/29/14	22/E	8	
CERTIFICATED PERSONNEL ACTIONS							
Name	Action	Status	Subject	Site	Effective	Salary	FTE
	Retire	Perm	Retirement Incentive	SMHS	7/1/2014	\$50K/3	1
	Retire	Perm	Retirement Incentive	SMHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	SMHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	RHS	7/1/2014	\$50K/3	1
	Retire	Perm	Retirement Incentive	SMHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	RHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	SMHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	PVHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	SMHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	RHS	7/1/2014	\$50K/3	1

Santa Maria Joint Union High School District
June 11, 2014

APPENDIX A

CERTIFICATED PERSONNEL ACTIONS

Name	Action	Status	Subject	Site	Effective	Salary	FTE
	Retire	Perm	Retirement Incentive	RHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	PVHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	SMHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	RHS	7/1/2014	\$50K/3	1
	Retire	Perm	Retirement Incentive	SMHS	7/1/2014	\$50K/2	1
	Retire	Perm	Retirement Incentive	PVHS	7/1/2014	\$50K/5	1
	Retire	Perm	Retirement Incentive	PVHS	7/1/2014	\$50K/3	1
	Retire	Perm	Retirement Incentive	RHS	7/1/2014	\$50K/4	1
	Retire	Perm	Retirement Incentive	SMHS	7/1/2014	\$50K/2	1

COACHING PERSONNEL ACTIONS

Assignment	Name	Action	Site	Effective	District	ASB
WaterPolo, Asst JV Boys		Revised Stipend	RHS	Fall 2014	\$850.00	

Appendix B

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACILITIES REPORT May 2014

1. Ernest Righetti High School Construction Projects

ERHS Carpet Replacement – Support Services

- Carpeting is scheduled for replacement in rooms 301, 615, and 620.
- Installation activities are scheduled for July 2014.

ERHS Window Coverings at Buildings 100, 200, and 300 Pilot Project – Support Services

- Buildings 100, 200, 300, and other areas will be receiving tint on upper windows.
- Installation will occur during late summer.

ERHS Maintenance Office Portable Installation – Westberg + White

- Placement and cost estimates are pending final Administration review and approval.
- Project continuation is placed on hold pending funding determination and will be revisited during the fall.

2. Santa Maria High School Construction Projects

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

- Work completed this period includes erection and welding of structural steel framing, and installation of foundation concrete.
- Construction remains on schedule for April 2015 completion.

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

- Carpeting is scheduled for replacement at the Girls Weight Room, Bike Room, and one classroom location.
- Installation activities will occur in July 2014.

SMHS Camino Colegio Parking Area – Rachlin Partners

- Site surveying, project design, and schedule development continues.
- Construction estimates are pending final schedule development.

SMHS Quiet Room Portable – Rachlin Partners

- DSA approval is complete. The quote was awarded to Vernon Edwards Constructors in the amount of \$44,970. The quote was awarded as a small quote (under \$45,000) per the requirements of the CUPCCAA.
- Construction is targeted for completion June 20, 2014.

3. Pioneer Valley High School Construction Projects

C2004 District Performing Arts Building – BCA Architects

- DSA plan back check activities commenced May 27, 2014. Support Services is continuing to work with the original school architect to complete original site certification (see Section 5, District Wide Project Closeout). The review completion estimate remains July 2014.
- Development of prequalification process is continuing for General Contractors, Mechanical, Electrical, and Plumbing sub-contractors. An on-line submittal and review system has been reviewed by Support Services and is being prepared for submittal to the Board for approval.
- Construction is estimated to begin in November 2014.

4. New Facility

C2004 New Facility School CTE Component – Architect to Be Determined

- KMTG is conducting a review of the site preliminary report and other documents.
- Padre Associates visited the site on May 16, 2014 to perform a visual review of site conditions in preparation for the Phase 1 Environmental Site Assessment, Title 5 Environmental Hazards Review, and development of a Geologic Hazards Report.
- A letter has been sent to the County of Santa Barbara Planning and Development notifying them of the intent to purchase of the property to be used as a school site and requesting a review and comments.
- The estimated 12 month escrow period is scheduled to complete April 14, 2015.

5. District Wide and Support Services Center

District Wide Energy Upgrade – Johnson Controls Inc.

- Work continued this period included system testing, installation of electrical wiring to a well pump, and piping connections at RHS. Closeout document packages are also beginning development.
- The final construction completion estimate is June 2014.

District Wide Project Closeout – Support Services

- Review of project closeout issues continues. Projects under current review and their status are as follows:
 - PVHS (High School 3): The original project architect is pursuing approval of remaining deviations through DSA which are required to complete closeout and gain project certification needed for formal approval of PVHS PAC plans.
 - SMHS CHCCC: Collection of outstanding documents and original participant approvals continues in preparation for closeout submittal.
 - ERHS: Westberg + White Architects continues review of documentation to close four projects; Greenhouse and Road, Administration Building Renovation, Industrial Arts Modernization, and the Lincoln Street 6 Portables (SMHS).

SSC Wall Crack Assessment and Repair – Support Services

- Priorities, phasing, and availability of funding continue under review to determine total project scope.

SSC District Multiple Purpose Room – Westberg + White Architects

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- The plans have been approved by the City of Santa Maria. A proposal is under review for architectural services to bid and construct the new facility. Bidding and construction schedules are under development with a Notice Inviting bids expected to be issued in June or July. The bid will be issued under California Uniform Public Construction Cost Account Act (CUPCCAA) formal bid guidelines.
- Construction is estimated to begin in September 2014.

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

- The bid receipt date of May 22, 2014 was moved to May 27, 2014 to allow for response to last minute Requests for Information. Three bids were ultimately received with the results and lowest bidder to be presented to the Board for approval at the June 11, 2014 Board meeting.
- Construction will occur July 2 through July 30, 2014.

District Wide Portable Roof Retrofits and Repairs: SMHS 641-645 Retrofit, SMHS Repair 635-640, and RHS Repair 626 - Support Services

- Five SMHS portable roofs were identified for replacement and six for repair. One RHS portable will receive repairs. The bid opening occurred May 7, 2014. The Board approved the award of the bid to Channel Islands Roofing, Inc. in the amount of the \$78,553.00 at the May 15, 2014 Board Meeting.
- Construction is scheduled to occur June 13 through July 15, 2014.

6. Summer Activities

District Wide Summer Projects Planning

- Project development continues on 38 projects. Individual project titles and information will continue to be added to the Facilities Report list as final scope details are established.

Gary Wuitschick
Director – Support Services

Maintenance & Operations

SMHS

- Repaired broken underground water line at the old JC Building. **(Photo)**
- Repaired a power issue in Room 422
- Repaired HVAC in rooms 900 and 613.
- Installed a symbolic bell at Karl Bell Aquatic Center on the scoreboard support column. **(Photo)**
- Refinished the lectern for graduation.
- Setup several events: fifteen sporting events, College Acceptance Awards night, Cal Safe Graduation, Advanced Placement testing, Lincoln Prep awards night, District School Board meeting, Spring Fair, Migrant Statewide Speech & Debate Contest, USA wrestling tournament, US Forest service fitness training, SMBSD track meet, Allan Hancock classes, Sunday church services.
- Preventive work order hours – 70
- Routine work order hours – 192
- Total work orders completed – 136
- Event setup hours – 234

ERHS

- Installed a new 6-foot fence with privacy slats from the visitors' restroom to the greenhouse area. **(Photo)**
- Continued remodeling the press box. **(Photo)**
- Continued the program of exterior repainting throughout the campus.
- Repaired several plumbing issues: a leak in wall of the girls' gymnasium foyer, a sewer line clean-out, and blockages.
- Inspected stadium bleachers prior to graduation.
- Reset static IP addresses on network-ready thermostats in portable classrooms.
- Performed semi-annual fire suppression service in the cafeteria kitchen, annual water heater inspections, annual sump pump inspection, and HVAC quarterly inspection in the 300 building and Administration.
- Assembled the play structure for the Home Economics pre-school program. **(Photo)**
- Completed installation of a second split air conditioning unit for the computer server room.
- Repaired pool heating problems.
- Repaired the flood protection sump pumps in the gymnasium.
- Trimmed trees at the Larch Street entrance to the school.
- Setup several events: PIVOT training, AP testing, PTSA luncheon, CASHEE testing, FFA meetings, Club Day, Latinos Unidos, Jobs of the Future, volleyball, baseball, softball, tennis, and track & field.
- Delta High School - Replaced two irrigation valves, bringing total replaced to eight.
- Preventive work order hours – 43
- Routine work order hours – 114
- Total work orders completed – 159
- Event setup hours – 84

REGULAR MEETING

June 11, 2014

PVHS

- Installed wall mounted form racks in the business office.
- Replaced the hand wash sink in the cafeteria kitchen.
- Replaced T-12 fluorescent lights in the elevator cars with updated T-8 ballasts and light tubes.
- Replaced the circuit board in the irrigation controller for the athletic fields.
- Replaced a field relay in the irrigation well control system.
- Repaired an irrigation valve at the softball field and resolved flooding prior to a softball tournament.
- Installed a new gate at the east end of the modular classrooms.
- Researched an electrical power supply for the softball field to provide power for the booster club concession trailer.
- Installed partitions and mirrors in all four of the boys' restrooms.
- Serviced the ice machines in the cafeteria and training room: clean lines and filters.
- Repaired the wheelchair lift at the football stadium.
- Repaired a water leak in portable classroom 626.
- Cleaned the stairwell railings and walls in the two-story buildings.
- Relocated a Smart Board from room 321 to room 213.
- Installed a new convex mirror in the computer lab.
- Completed service of the emergency lighting system.
- Repaired the electrical service to the milling machine in the small gas engines shop.
- Repainted the parking lot light poles at the front of the school.
- Repaired the track. **(Photo)**
- Setup several events: AP testing, annual banquets for clubs and athletics, annual dinner theater, Ballet Folklorico and SMJUHS Special Olympics.
- Preventive work order hours – 19
- Routine work order hours – 142
- Total work orders completed – 61
- Event setup hours – 127

Graffiti & Vandalism

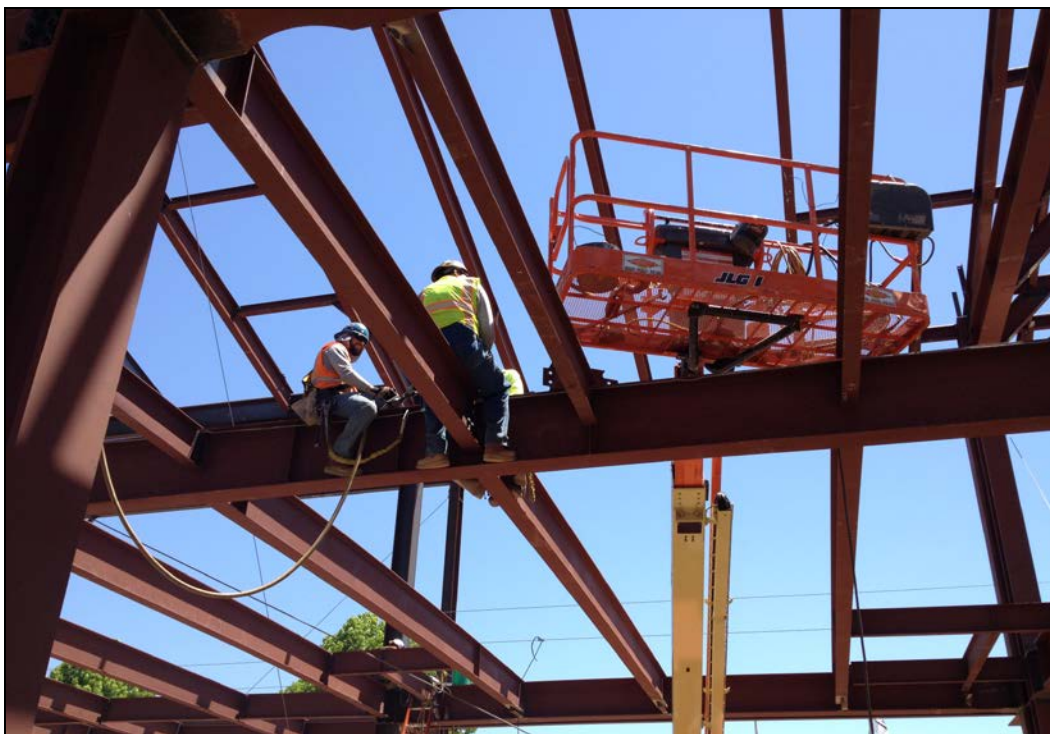
• ERHS	\$	0
• DHS	\$	20
• SMHS	\$	100
• PVHS	\$	0

Reese Thompson
Director – Facilities and Operations

Photo Gallery



SMHS - 14 Classroom Building Band Room Before it has a Floor



SMHS - 14-Classroom Building Second Floor View is Pretty Nice



SMHS – Glamorous Plumbing Repair at the Old JC Building



SMHS – The Karl Bell “Bell” at the Swimming Pool



ERHS – Juan Rodriguez Builds a New Fence Between the Stadium and the Greenhouse



ERHS – José Placencia Remodeling the Press Box



ERHS – Home Economics Pre-School Play Area Ready for Students



PVHS – Track Repair Underway

**Board Policies for Approval
June 11, 2014 Board Meeting**

APPENDIX C

POLICY No.	DESCRIPTION
BP/AR 5144 (revised)	<p>Discipline - Policy updated to reflect NEW FEDERAL GUIDANCE encouraging the use of disciplinary measures that provide appropriate interventions and supports rather than exclusionary discipline practices (e.g., suspension and expulsion). Policy also reflects NEW LAW (AB 97, 2013) which requires the district's LCAP to include goals for addressing student engagement and school climate and adds optional language related to the establishment of a discipline matrix listing consequences associated with various violations.</p> <p>Regulation updated to reflect NEW LAW (AB 97, 2013) which requires the development of LCAP goals and specific actions related to school climate. Regulation also contains optional language calling for an annual review of school discipline rules. Section on "Disciplinary Strategies" adds items #8-9 on social and emotional learning programs and "trauma-sensitive" programs.</p>
BP/AR 5144.1 (Revised)	<p>Suspension and Expulsion/Due Process - Mandated policy updated to reflect NEW LAW (AB 97, 2013) which requires development of LCAP goals and actions addressing school climate and NEW FEDERAL GUIDANCE encouraging appropriate interventions and supports rather than exclusionary discipline practices. Policy also adds optional language limiting the use of suspension for willful defiance or disruption of school activities, and deletes option which limited the board's authority to suspend enforcement of the expulsion order.</p> <p>Mandated regulation reorganized for clarity and updated to reflect NEW LAW (AB 256, 2013) which clarifies that a student may be disciplined for bullying by means of electronic act even when the act originated off campus. Regulation also includes a new optional section on "Stipulated Expulsion."</p>
<p align="center">The complete revised policies and regulations are posted on the district's website at www.smjuhsd.k12.ca.us</p>	

Discipline

BP 5144(a)

Students

Pursuant to Education Code 52060, as added by AB 97 (Ch. 47, Statutes of 2013), the Governing Board is required to adopt, for the district and each school under its jurisdiction, a local control and accountability plan (LCAP) that includes a description of the specific actions that the district intends to take in order to achieve its annual goals in specific priority areas, including student engagement and school climate. See BP/AR 0460 - Local Control and Accountability Plan. ***

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall design a complement of effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures as a means for correcting student misbehavior.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.5 - Student Success Teams)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

Discipline

BP 5144(b)

Students

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 35291.5, 32282)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Discipline

BP 5144(c)

Students

Legal Reference:

EDUCATION CODE

32280-32288 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

48980-48985 Notification of parent/guardian

49330-49335 Injurious objects

52060-52077 Local control and accountability plan

CIVIL CODE

1714.1 Parental liability for child's misconduct

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

STATE BOARD OF EDUCATION POLICIES

01-02 School Safety, Discipline, and Attendance, March 2001

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

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES:

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

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

Public Counsel: <http://www.fixschooldiscipline.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>
(3/11, 11/12) 4/14

Policy adopted:
June 11, 2014

Santa Maria Joint Union High School District
Santa Maria, CA

Discipline

AR 5144(a)

Students

Site-Level Rules

Site-level rules shall be consistent with district policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

(cf. 3515.3 - District Police/Security Department)

5. For junior high and high schools, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in district discipline policies or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when a student's presence causes a danger to himself/herself or others or he/she commits a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

Discipline

AR 5144(b)

Students

1. Discussion or conference between school staff and the student and his/her parents/guardians

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6164.2 - Guidance/Counseling Services)

3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians

(cf. 6164.5 - Student Success Teams)

4. When applicable, referral for a comprehensive psychosocial or psycho-educational assessment, including for purposes of creating an individualized education program or a Section 504 plan

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education under Section 504)

5. Enrollment in a program for teaching pro-social behavior or anger management

6. Participation in a restorative justice program

7. A positive behavior support approach with tiered interventions that occur during the school day on campus

8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

(cf. 5148.2 - Before/After School Programs)

Discipline

AR 5144(c)

Students

11. Recess restriction as provided in the section below entitled "Recess Restriction"
12. Detention after school hours as provided in the section below entitled "Detention after School"
13. Community service as provided in the section below entitled "Community Service"
14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

(cf. 6145 - Extracurricular/Co-curricular Activities)

15. Reassignment to an alternative educational environment

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

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

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

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

(cf. 5125 - Student Records)

Lunch Restriction

A student's lunch time can be restricted when the student's action has displayed inappropriate behavior as a means of correction. Lunch restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

Discipline

AR 5144(d)

Students

Detention after School

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day. (5 CCR 353)

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. (5 CCR 307, 353)

Students shall remain under the supervision of a certificated employee during the period of detention.

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

(3/11, 11/12) 4/14

Suspension and Expulsion/Due Process

BP 5144.1(a)

Students

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or other school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Appropriate Use of Suspension and Expulsion

Except when a student commits an act that violates Education Code 48900(a)-(e) or his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct.

Suspension and Expulsion/Due Process

BP 5144.1(b)

Students

Except when a student commits an act listed in Education Code 48915(c), the Superintendent or designee shall have the discretion to determine whether to recommend to the Board that the student be expelled.

(cf. 5131.7 - Weapons and Dangerous Instruments)

To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 - Discipline. (Education Code 48900.5, 48900.6)

(cf. 1020 - Youth Services)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

District staff shall not suspend any student for disruption or willful defiance unless the suspension is warranted by documented repetitive behavior of the student or the disruption or willful defiance occurred in conjunction with another violation for which the student may be suspended.

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to classroom or school removal.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

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

Suspension and Expulsion/Due Process

BP 5144.1(c)

Students

Supervised Suspension Classroom

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Decision Not to Enforce Expulsion Order

Upon voting to expel a student, the Board may suspend enforcement of the expulsion order pursuant to the requirements of law and administrative regulation. (Education Code 48917)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Suspension and Expulsion/Due Process

BP 5144.1(d)

Students

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

Students

261 Rape defined
266c Unlawful sexual intercourse
286 Sodomy defined
288 Lewd or lascivious acts with child under age 14
288a Oral copulation
289 Penetration of genital or anal openings
417.27 Laser pointers
422.55 Hate crime defined
422.6 Interference with exercise of civil rights
422.7 Aggravating factors for punishment
422.75 Enhanced penalties for hate crimes
626.2 Entry upon campus after written notice of suspension or dismissal without permission
626.9 Gun-Free School Zone Act of 1995
626.10 Dirks, daggers, knives, razors, or stun guns
868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7151 Gun-free schools

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

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

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

Suspension and Expulsion/Due Process

BP 5144.1(f)

Students

WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

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

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools:

<http://www.ed.gov/about/offices/list/osdfs>

(3/12 11/12) 4/14

Policy adopted:
June 11, 2014

Santa Maria Joint Union High School District
Santa Maria, CA

Suspension and Expulsion/Due Process

AR 5144.1(a)

Students

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.
2. Referral to a certificated employee designated by the principal to advise students.
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Suspension and Expulsion/Due Process

AR 5144.1(a)

Students

Grounds for Suspension and Expulsion

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))

Students

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))
cf. 5131.62 - Tobacco)
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)
12. Knowingly received stolen school property or private property (Education Code 48900(l))
13. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))
14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

Students

17. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.

18. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #21-23 below), that has any of the effects described above on a reasonable student.

Electronic act means the creation or transmission of a communication originated on or off school site, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

Students

19. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31. (Education Code 48900(t))
20. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

21. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

22. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

Suspension and Expulsion/Due Process

AR 5144.1(f)

Students

23. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Removal from Class by a Teacher and Parental Attendance

A teacher may remove a student from his/her class for the remainder of the day and the following day only for acts specified in Education Code 48900 and listed under "Grounds for Suspension and Expulsion" above. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible after the teacher decides to remove the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal, or Designee

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915(c))

Suspension and Expulsion/Due Process

AR 5144.1(g)

Students

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g)
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
5. Possessing an explosive as defined in 18 USC 921

In addition, the Superintendent, principal, or designee may impose a suspension upon a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, when a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912) (cf. 6184 - Continuation Education)

Suspension and Expulsion/Due Process

AR 5144.1(h)

Students

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

Students

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

Although the parent/guardian is required to respond without delay to a request for a conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911)

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

In addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

Suspension and Expulsion/Due Process

AR 5144.1(j)

Students

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed under "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Suspension and Expulsion/Due Process

AR 5144.1(k)

Students

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

For all other grounds listed above under "Grounds for Suspension and Expulsion," the Board shall order a student expelled, upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Superintendent, Principal, or Designee's Authority to Recommend Expulsion

Unless the Superintendent, principal, or designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g) or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

Suspension and Expulsion/Due Process

AR 5144.1(I)

Students

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Mandatory Recommendation and Mandatory Expulsion

The Superintendent, principal, or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence

However, possession of an imitation firearm, as defined in Education Code 48900(m), shall not be regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion.

2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed one of the acts listed above under "Grounds for Suspension and Expulsion." (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

Suspension and Expulsion/Due Process

AR 5144.1(m)

Students

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an offense listed above under "Grounds for Suspension and Expulsion" for which expulsion is permitted or mandatory, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

Suspension and Expulsion/Due Process

AR 5144.1(n)

Students

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Non-attorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

Students

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Additional Notice of Expulsion Hearing for Foster Youth

At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under Education Code 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the same notification. The notice shall be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

Students

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

Students

5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
 - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
 - g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:

Students

- (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

Suspension and Expulsion/Due Process

AR 5144.1(s)

Students

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Suspension and Expulsion/Due Process

AR 5144.1(t)

Students

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

Suspension and Expulsion/Due Process

AR 5144.1(u)

Students

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

Suspension and Expulsion/Due Process

AR 5144.1(v)

Students

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #21-23 under "Grounds for

Suspension and Expulsion" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Students

Readmission after Expulsion

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073- 49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying re-admittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Suspension and Expulsion/Due Process

AR 5144.1(x)

Students

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

(7/12 11/12) 4/14

Regulation approved:
June 11, 2014

Santa Maria Joint Union High School District
Santa Maria, CA

REGULAR MEETING
June 11, 2014

APPENDIX D
Santa Barbara County SELPA
Local Plan

**JOINT EXERCISE OF POWERS AGREEMENT
SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

The parties listed in Section 1 below mutually agree and promise as set forth in this Joint Exercise of Powers Agreement:

1. PARTIES

The Boards of Education of

Ballard School District
Blochman Union School District
Buellton Union School District
Carpinteria Unified School District
Cold Spring School District
College School District
Cuyama Joint Union School District
Family Partnership Charter School
Goleta Union School District
Guadalupe Union School District
Hope School District
Lompoc Unified School District
Los Olivos School District
Montecito Union School District
Orcutt Union School District
Santa Barbara Charter School
Santa Barbara Unified School District
Santa Maria Joint Union High School District
Santa Maria-Bonita School District
Santa Ynez Valley Union High School District
Solvang School District
Vista Del Mar Union School District and the
Santa Barbara County Education Office

JOINT EXERCISE OF POWERS AGREEMENT

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2. **PURPOSE**

The purpose of this agreement is to provide for the creation of the Santa Barbara County Special Education Local Plan Area (SBCSELPA), an agency which is separate from the parties to this Agreement. This agency shall designate an Administrative Unit to provide fiscal services for the SBCSELPA.

3. **AUTHORITY**

This agreement is entered into pursuant to Education Code Section 56195.1(c) and Government Code Section 6500 and following, relating to the joint exercise of powers between public educational agencies identified herein and also those that may hereafter be accepted for membership herein.

4. **ADMINISTRATION AND GOVERNANCE**

a. The parties hereto hereby create the Santa Barbara County Special Education Local Plan Area (hereinafter SBCSELPA), which will be a separate public agency responsible for administering this agreement and the Local Plan.

b. The SBCSELPA shall be governed by the SBCSELPA JPA Board, which shall be comprised of nine voting members. The Board shall be comprised of the County Superintendent of Schools and superintendents of districts in Santa Barbara County and selected as follows:

~~Four~~ ***Five*** members from non-direct service districts shall be selected by the consensus of the LEA Superintendents', with two members representing non-direct service districts in south Santa Barbara County; two members representing non-direct service districts in North Santa Barbara County; ***and one member representing non-direct service districts in the Santa Ynez Valley Special Education Consortium.***

~~Three~~ ***Two*** members from direct service districts shall be selected by the Superintendents' Council, with one member representing direct service districts in North Santa Barbara County ***and*** one member representing direct service districts in South Santa Barbara County, ~~and one member representing direct service districts in Central Santa Barbara County.~~

One member from 9-12th grade high school districts ***shall be selected by the Superintendents' Council.***

The County Superintendent of Schools shall continuously serve as a ninth member of the Board.

c. All district superintendent appointments to the Board shall be for two-year terms. Appointments to the Board shall expire on December 31.

d. Each voting member of the Board shall take and execute the oath of office prior to exercising any duties hereunder.

e. The Board shall annually elect a Chairperson, Vice-Chairperson and Clerk from its voting members. The SBCSELPA Director shall serve as Secretary to the Board. The Chairperson and Vice-Chairperson shall serve at the pleasure of the Board until a successor is elected.

f. The Board shall develop and adopt bylaws which may be amended from time to time.

g. Regular meetings shall be held as determined by the Board and set forth in its bylaws. Such meetings shall comply with all provisions of the Brown Act. (Government Code Sections 54950 and following) and provisions of the Education Code regarding school district governing board meetings (Education Code Sections 35140 and following). A majority of the voting membership of the Board shall constitute a quorum and a majority of the voting membership shall be necessary for action to be taken. Vacant positions shall be counted as part of the membership when determining whether a majority exists. If a member of the Board misses three consecutive board meetings, the District Superintendent's may opt to remove the Board member. When a member of the Board resigns, is removed, or otherwise vacates membership on the Board, a replacement member shall be appointed by consensus of the LEA Superintendents as prescribed in Section 4 of this agreement.

h. The fiscal year of the SBCSELPA shall run from July 1 through June 30.

5. AUDITING AND ACCOUNTING SERVICE

The Auditor/Controller of Santa Barbara County, the Santa Barbara County Superintendent of Schools and the Treasurer of Santa Barbara County shall perform the Auditor/Controller and Treasurer functions prescribed by Government Code Sections 6505 and 6505.5 in the same manner that they perform these functions for school districts. The approval of demands for which the County Superintendent of Schools shall draw warrants shall be performed in accordance with the policies and procedures adopted by the SBCSELPA JPA Board, subject to the review and approval of the County Superintendent of Schools, as required by Education Code Sections 42633 and following. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the SBCSELPA JPA Board.

6. POWERS OF THE SBCSELPA

The SBCSELPA powers shall include the following:

6.1 GENERAL

The SBCSELPA, through the SBCSELPA JPA Board, shall have the power and authority to exercise any power common to the public educational agencies which are parties to this agreement.

6.2 SPECIFIC

- a. To make and enter into contracts.
- b. To select, employ and dismiss agents or employees or to utilize the services of personnel of the parties when such services are offered by the parties.
- c. To acquire, construct, manage, maintain or operate any buildings, equipment or improvements.
- d. To acquire, hold or dispose of property, real and personal.
- e. To sue and be sued in its own name.
- f. To incur debts, liabilities or obligations.
- g. To apply for, accept, receive and disburse funds and grants from any agency of the United States of America, the State of California, or any other public agency.
- h. To invest any money in the Treasury pursuant to Government Code Section 6505.5 that is not required for the immediate activities of the SBCSELPA, as the SBCSELPA JPA Board determines is advisable, in the manner and on the same conditions as local agencies, pursuant to Government Code Section 53601.
- i. To adopt policies and bylaws governing the operations of the SBCSELPA as outlined in the Local Plan.
- j. To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provisions of law.
- k. To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, associations and any other governmental entity.
- l. To obtain insurance coverage.

The County Education Office or a designated district shall serve as the Administrative Unit, and the County Superintendent of Schools or the district board shall be the SBCSELPA's agent in the exercise of any or all of these powers when so authorized by the SBCSELPA Board.

The SBCSELPA shall employ a SBCSELPA Director who shall be the Secretary to the SBCSELPA JPA Board and shall act as the Executive to the Board for all administrative functions. The SBCSELPA Director and any other staff employed by the SBCSELPA shall be appointed by the SBCSELPA JPA Board. The SBCSELPA Director and any other employees shall be housed at the County Education Office or in

other office space pursuant to SELPA policy guidelines. The duties of the SBCSELPA Director and other individuals employed by the SBCSELPA shall be stated in position descriptions which shall be formally approved by the SBCSELPA JPA Board. The SBCSELPA JPA Board may modify such position descriptions in whole or in part and at any time during the term of this Agreement.

The powers listed above shall be exercised in the manner provided in the law and be subject only to the restrictions upon the manner of exercising such powers as are imposed upon school districts in the exercise of such powers.

7. POWERS OF LOCAL EDUCATION AGENCIES

The governance of Local Education Agency (LEA) special education programs shall be the responsibility of the LEA governing boards. LEA governing boards shall have and retain authority to receive and budget all special education income allocated by the SBCSELPA Board for programs and services provided by the LEAs, except state regionalized services allocations, and for monitoring the appropriate use of federal, state and local funds allocated for special education programs.

8. FUNCTIONS OF THE SBCSELPA

The SBCSELPA shall be responsible for the following:

- a. In conjunction with the LEAs who are parties to this Agreement, develop a Local Plan for the education of individuals with exceptional needs.
- b. Coordinate the special education local plan area and implementation of the local plan.
- c. Assure the provision of administrative support and regionalized services to each of the parties in the following areas at levels to be determined by the SBCSELPA, subject to annual budget plan allocations, and at an annual cost not to exceed the annual state appropriations for regionalized services and an amount approved by the SBCSELPA JPA Board and prorated to participating member local education agencies:
 - (1) Coordinated system of identification and assessment and development of uniform policies governing identification, referral and placement of individuals with exceptional needs.
 - (2) Coordinated system of procedural safeguards.

(3) Coordinated system of staff development and parent education including training members of the Community Advisory Committee.

(4) Coordinated system of curriculum development and alignment with the core curriculum.

(5) Coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism to include monitoring of performance goals and indicators.

(6) Coordinated system of data collection and management information systems as needed to meet SBCSELPA requirements.

(7) Coordination of interagency agreements and development of policies and procedures relating to the coordination with other local public agencies that serve the individuals with exceptional needs.

(8) Coordination of services to medical facilities.

(9) Coordination of services to individuals with exceptional needs placed in licensed children's institutions and foster family homes.

(10) Coordination of services to individuals with exceptional needs placed in Juvenile Court Schools or County Community Schools.

(11) Preparation and transmission of required special education local plan area reports.

(12) Fiscal and logistical support of the Community Advisory Committee.

(13) Coordination of transportation services for individuals with exceptional needs.

(14) Coordination of career and vocational education and transition services.

(15) Assurance of full educational opportunity.

(16) Fiscal administration allocation and monitoring of state and federal funds pursuant to Education Code Section 56836 and 56841.

(17) Allocation of program specialist funds for direct instructional program support that may be provided by program specialists in accordance with Education Code Section 56368.

(18) Search/Serve services.

(19) Special day classes, resource specialist programs, designated instruction and services, and other special education instructional programs as agreed upon by the SBCSELPA and the particular Local Education Agencies involved.

- (20) Services for infants and preschoolers.
 - (21) Provision of support for dispute resolution and due process, as requested.
 - (22) Coordination and oversight of non-public school placements and oversight of non-public agency services.
 - (23) Ensure equal access to all programs and services in the region.
 - (24) Ensure an equitable provision of services to individuals with exceptional needs between the ages of 0 and 22.
 - (25) Assist in the resolution of complaints and work cooperatively with districts/county office to correct identified problems.
 - (26) Such other areas as the SBCSELPA JPA Board directs.
- d. Monitor compliance with federal and state laws and regulations regarding special education.
 - e. Enter into agreements with individual school districts and/or the County Education Office for provision of special education services.
 - f. Receive, distribute and account for regionalized services and SBCSELPA support funds for Local Plan implementation.
 - g. Decide disputes within the scope of this Agreement among the parties. The decision of the SBCSELPA JPA Board shall be final in the settlement of disputes between parties.
 - h. Participate in any other functions necessary to conduct the business of the SBCSELPA.

9. ANNUAL BUDGET PLAN

In addition to the powers and responsibilities presented in Section 6 and 8 above, the SBCSELPA shall, in conjunction with the parties to this Agreement, develop an annual budget plan for Local Plan activities and conduct the required public hearing. The budget plan shall include provisions setting forth the manner and level to which the SBCSELPA shall be funded.

- a. The annual budget plan shall include the expenditure of all regionalized services and program specialists funds allocated by the state legislature. It shall also include the estimated SELPA support and administrative chargeback.
- b. The Santa Barbara County SELPA Director shall submit an annual budget plan to the Santa Barbara County SELPA JPA Board on the following calendar:
 - (1) Proposed Adopted Budget for review - May
 - (2) Proposed Adopted Budget approval - June

c. The Santa Barbara County SELPA JPA Board is the entity that must develop, revise and approve all allocations of funds received by the SELPA.

d. The SBCSELPA JPA Board shall review and approve or reject requests for an increase or decrease in regionalized services and regional program allocations, and allocate all other funds received by the SBCSELPA.

e. Allocation revisions approved by the SBCSELPA shall be sent to each party to this Agreement by the SBCSELPA Director within thirty (30) days after the revision has been approved by the Board.

f. Written notice of the rejection of a request shall be sent to the originator of the request by the SBCSELPA Director within thirty (30) days after receipt of the request.

g. No request for modification to the annual budget plan shall be approved by the SBCSELPA JPA Board which results in an increase to the annual budget plan which may exceed any funding limitations.

10. OBLIGATIONS OF THE SBCSELPA

The SBCSELPA shall be an independent public entity. The SBCSELPA shall be solely responsible for its duties, liabilities and obligations and the duties, liabilities and obligations of the Administrative Unit when it is acting on behalf of the SELPA. They shall not be the duties, liabilities or obligations of the parties hereto.

11. AUTHORITY AND RESPONSIBILITIES OF THE PARTIES

Each LEA shall cooperate with the SBCSELPA and its JPA Board in their development of the Local Plan and in the JPA Board's review and approval of revisions to said Plan.

12. DUTIES OF THE SUPERINTENDENTS

The Superintendents of the LEAs named as parties to this Agreement shall serve as the LEA's representative to the Joint Powers Agency. The LEA Superintendents' shall select the members of the SBCSELPA JPA Board in accordance with Section 4 of this Agreement and shall serve as an advisory body to the SBCSELPA JPA Board.

13. SPECIAL EDUCATION ADMINISTRATORS

Each LEA operating special education programs shall designate a special education administrator from among its staff to act as the primary contact person for the district or county with the SBCSELPA.

14. RESPONSIBILITY FOR PROVISION OF SERVICES

Entities responsible for providing services and/or programs to individuals with exceptional needs are specified in the SELPA Policies and Procedures. At any time, recommendations for changes in the delivery system may be developed by SELPA Director and submitted to the JPA Board for approval.

15. COMMUNITY ADVISORY COMMITTEE

A Community Advisory Committee shall be established. The Community Advisory Committee shall advise the SBCSELPA Board in accordance with policies and procedures approved by the SBCSELPA Board.

16. BONDING PERSONS HAVING ACCESS TO PROPERTY

The public officers or persons who have charge of, handle, or have access to any property of the SBCSELPA shall be the SBCSELPA Director and any other officers or persons to be designated or empowered by the SBCSELPA JPA Board. Each such officer or person shall be required to file an official bond with the Administrative Unit in the amount of Fifty Thousand dollars (\$50,000) or in such other amount as may be established by the SBCSELPA JPA Board. Should the existing bond or bonds of any such officer or person be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bond or bonds attributable to the coverage required herein shall be appropriate expenses of the SBCSELPA.

17. DISTRIBUTION OF LIABILITY

The SBCSELPA is a joint powers agency and its members are jointly and severally liable, to the extent provided in Government Code Section 895.2, for the negligent or wrongful acts of the SBCSELPA and one another occurring in the performance of this Agreement. Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the SBCSELPA or its employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be determined by multiplying the judgment recovered or settlement paid by a percentage equal to the party's average daily attendance for the previous school year, using the figures for average daily attendance shown on the California Department

of Education Annual Report of Attendance Forms J-18/19. In the event of liability imposed upon any entity created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omission shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

18. INSURANCE

Each party shall obtain public liability, property damage and worker's compensation insurance sufficient so that it may meet its potential liabilities hereunder. The Administrative Unit shall insure itself. The SBCSELPA JPA Board shall obtain public liability, property damage and worker's compensation insurance sufficient to insure itself from loss, liability or claims arising out of or in any way connected with this Agreement.

19. LIMITATIONS

It is understood and agreed that the Local Plan hereunder shall not exceed any applicable enrollment and service limitations.

If any party to this Agreement exceeds the funding allocations specified in the annual budget plan approved by the SBCSELPA as specified in Section 9 above, the resultant costs of such excess shall be borne by the LEA that exceeded such allocation.

20. TERM

This Agreement becomes effective on the date of final approval of the SBCSELPA JPA Agreement, provided it has been approved by all parties choosing to participate, and it shall continue in effect until a majority of the participating parties have terminated membership in the manner provided by Section 21 of this Agreement.

21. TERMINATION OF MEMBERSHIP

A party may resign from membership in the SBCSELPA by notifying the SELPA JPA Board and the Superintendent of the County Schools Office in writing of its intention to do so at least one year prior to the proposed date of its resignation, as required by Education Code Section 56195.3 (b).

22. AMENDMENT

This Agreement may be amended, altered or supplemented at any time by a two-thirds vote of the participating district boards.

23. DISPOSITION OF PROPERTY AND FUNDS UPON TERMINATION

Upon termination, the property and funds of the SBCSELPA shall be distributed as follows:

a. All property and funds shall be transferred to the new agency operating system.

b. If no new agency exists, all property shall be distributed pursuant to an agreement reached by all parties to this Agreement at that time. If said parties cannot agree on distribution, said property shall, to the extent possible, be sold for cash, and said cash and the remaining unsaleable property shall be distributed to each of the parties in accordance with the respective contributions of each party to the cost of said property.

c. After payment of all costs, expenses and charges incurred under the agreement, any monies in the possession of the SBCSELPA shall be returned to the parties in proportion to contributions made.

24. PARTIAL INVALIDITY

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, promises, provisions, sections, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

25. ADOPTION AND EXECUTION

Each participating LEA shall become a party to this Agreement by virtue of its governing board's approval of the SBCSELPA JPA Agreement. Thereafter, this

agreement may be executed by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all parties. Each party shall promptly transmit an executed copy of this document to the Administrative Unit.

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 13TH day of MAY, 2014.

SANTA MARIA JANT WOOD HIGH SCHOOL DISTRICT

BY: [Signature]

MARK RICHARDSON

(Typed or Printed Name)

Title: SUPERINTENDENT

Date Approved by Board: _____

SANTA BARBARA COUNTY SELPA LOCAL PLAN

SECTION 2

GOVERNANCE

Joint Powers Agreement

Joint Powers Bylaws

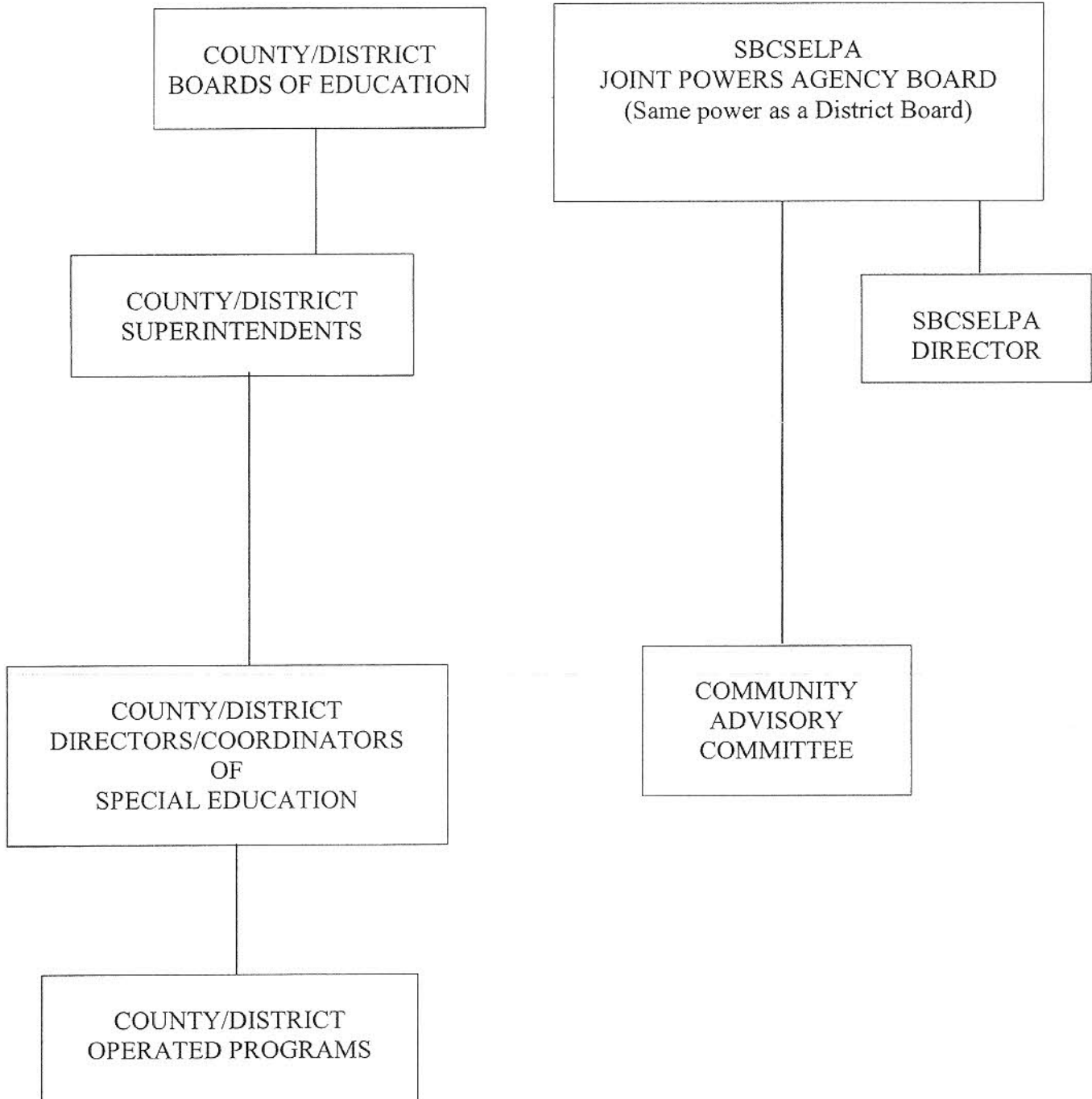
Joint Powers Agency Board Policies 8101 – 8301

Charter Schools Policies 8201 – 8202

Dispute Resolution Policy 8301

(Revised 5-6-13)

*SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
GOVERNANCE STRUCTURE*



**SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA
GOVERNANCE STRUCTURE**

WHAT IS A SELPA?

The Santa Barbara County Special Education Local Plan Area, SBCSELPA, is a group of 20 school districts, two charter schools that are their own LEA for the purposes of special education and the County Education Office that have joined together to provide Special Education programs and services.

The SBCSELPA is organized as a Joint Powers Agency which is technically an independent governmental agency. The governance of the JPA is described in detail in the Joint Powers Agreement (See the Table of Contents).

The SELPA office is located at the Goleta Union School District Administrative Center at 401 North Fairview Avenue in Goleta. The office is staffed by a Director, Coordinator, Autism-Behavior Specialist, Office Manager, Secretary, and a part-time accountant. The SELPA is the regional administrative office which ensures equal access to special education services to students with disabilities.

WHAT ARE THE RESPONSIBILITIES OF THE SELPA?

The responsibilities include planning for allocation of funds received by the SBCSELPA to provide staff for the special education programs and services operated by the participating districts and the County Education Office. Funds for staff development, low incidence services and equipment, and program specialists are allocated by the SELPA for services in the districts. Regionalized Services funds support the SBCSELPA office. The office reports data to the California Department of Education, such as the December Special Education Pupil Count and June Pupil Data Report. The SBCSELPA is responsible for policy development, nonpublic school placements of district students as appropriate, allocation and reimbursement of funding for dispute resolution/due process, governance of participating LEAs adherence to SBCSELPA policies and procedures and oversight of interagency agreements with agencies such as Tri-Counties Regional Center and California Children Services.

The SBCSELPA Director meets with a committee comprised of the special education administrators and business officials from districts in SBCSELPA on an as-needed basis. The meeting agendas focus on utilization of available resources, processes and procedures for identification and placement of children with disabilities, and cooperation to ensure that all children receive their appropriate and necessary services.

The SBCSELPA Director reports on a monthly basis during the school year to the JPA Board. The Joint Powers Agency Board is the decision-making body for the SELPA and derives its power from the statutes of the State of California and from a Joint Powers Agreement approved by all school districts in the county. It is the policy of the Board to encourage public participation in the board's activities in order to fully promote communication with interested persons and entities in the county.

All meetings of the board are public and accessible to the disabled. Deliberations of the board, except for those appropriate for closed sessions, shall be conducted openly and all actions taken in public session.

The following is a summary of the organizational structure of the JPA as defined the JPA Agreement:

Santa Barbara County SELPA Board

The Santa Barbara County SELPA JPA Board is the decision making body for the JPA.

- Membership - 9 Members (Superintendents)
 - 2 Nondirect Service Districts - North
 - 2 Nondirect Service Districts - South
 - ~~1 Direct Service District – Central (Santa Ynez Valley)~~
 - 1 Nondirect Service District Santa Ynez Valley Special Education Consortium**
 - 1 Direct Service District - North
 - 1 Direct Service District – South
 - 1 County Superintendent
 - 1 9-12th Grade High School District

- Meetings Monthly (unless agreed upon otherwise by the Board)
- Chairperson Elected by Board
- Secretary SELPA Director
- Quorum Majority of voting membership

The Superintendents from each of the districts in the county provides advice and direction to the Joint Powers Board.

Santa Maria Joint Union High School District Coaches' Handbook



Santa Maria Joint Union High School Coaches' Handbook

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PHILOSOPHY

The Athletic Department is an integral part of the total educational process of the Santa Maria Joint Union High School District. Being involved in athletics provides the student with opportunities to grow on many levels. Our student athletes will exhibit good sportsmanship, develop leadership skills, and learn the ideals of fair play and ethical behavior that are necessary for competition and cooperation in our society. Athletics provide our students with the unique opportunities for self-discipline, self-sacrifice, and loyalty to the community, the school, and the team. Santa Maria Joint Union High School District encourages all students to participate in athletics by offering a well-rounded program of interscholastic athletics for young men and women.

Expectations for All Coaches

There is an expectation that the same high standards of behavior and commitment found in an academic classroom shall be exhibited on the playing field. As a member of the Santa Maria Joint Union High School District, there is an expectation that coaches will approach their sport with a great degree of professionalism and do all they can to build their program.

Coaches shall be evaluated by the sites' Athletic Directors, Athletic Administrators and Principal on the following criteria:

- Sound coaching techniques, sport specific skill sets for the level competition and the selection of supporting coaches;
- Upholding policies and regulations of the SMUHSD and California Interscholastic Federation;
- Following the District and Site ASB procedures to maintain a positive financial posture;
- Safeguarding of uniforms and related program equipment;
- Establishing clear communication with student athletes and parents regarding coaching philosophy, team rules, conflict resolution, and general expectations, along with practice and game schedules;
- Establishing a reputation for consistency, fairness, and cultural competency;
- Seeking to promote a spirit of loyalty by developing the student athletes who populate our campus;

General Coaching Responsibilities

- Coaches shall be responsible for knowing and implementing all procedures and requirements contained in the Santa Maria Joint Union High School District Coaches' Handbook, the Santa Maria Joint Union High School District Athletic Code, ASB procedures, district policies, and the CIF Blue Book.
- Coaches shall work with school staff in regards to student academic and citizenship standards.
- Coaches shall seek to promote positive feeling in the community toward the program and athletics in general.
- Coaches shall seek to continually improve their coaching skills by attending clinics and workshops when appropriate.
- Coaches shall work with the Athletic Director and the custodial staff to see that facilities are ready for a contest/practice.
- Coaches shall maintain clear lines of communication with the Administration, Athletic Director, coaching staff, parents, and players involved in your program.
- Coaches should encourage all athletes to participate in multiple sports and avoid specialization.

Clearance for Coaching

All Coaches (paid) must have the following on file with the District Office prior to coaching:

1. Receipt of Fingerprint Clearance
2. Completion of CIF Fundamentals of Coaching Certification
3. Completion of Blood borne Pathogens Exposure Control Training
4. Completing of Physical Exam
5. Current TB skin test clearance

6. Current 1st Aid and CPR Certification
7. Concussion testing

All Coaches (volunteer) must have the following on file with the District Office prior to coaching:

1. Volunteer form
2. Copy of driver's license
3. Fingerprint clearance

Conduct

1. Coaches are reminded that as employees of the Santa Maria Joint Union High School District you are expected to conduct yourself in a responsible, professional manner at all times. Coaches must adhere to regulations of the

California Education Code and allow zero tolerance for any form of harassment and/or initiations within their respective programs.

2. Please discuss any situation that comes up with the Athletic Director/Administration to insure there are no disruptions to your season.

CIF/ League Rules and Policies

1. C.I.F. (California Interscholastic Federation) governs all Santa Maria Joint Union High School District interscholastic sports. All coaches should be aware and adhere to all C.I.F. policies. The C.I.F. Blue Book is the main source containing policy information. A copy of the Blue Book is available through the Athletic Director or online at <http://www.cifss.org/>
2. The Santa Maria Joint Union High School District High Schools participate in the Los Padres Athletic League and the PAC-8 athletic leagues. The league constitution contains information regarding the all-league selection process, tie breaking procedures, etc.
3. Pre-season coaches meetings are held prior to each season. The Athletic Director will notify head coaches of the date and time of the meeting. It is mandatory for the head coach to attend.
4. All-league selections meetings are held near the end of each season. The Athletic Director will notify head coaches of the date and time of the meeting. It is mandatory for the head coach to attend.

Coaching Responsibilities and Information

1. Pre-Season Parent/Player Meeting

Before the start of each season, there shall be a general Pre-Season Meeting for all parents in which general information pertaining to all sports shall be disseminated by the coach.

2. Team Rules

The head coach should develop a set of team rules that are discussed and copies given to athletes and their parents at the beginning of the season (Parent/player meeting). These rules need to be consistently adhered to. A copy of your programs team rules should be given to the Athletic Director.

3. Medical Information

- a. All students must have a current medical clearance (physical form) in order to practice or play in a game.
- b. Each coach must carry a copy of each player's physical form with them at all times in case of injury or emergency.
- c. Each coach is responsible for obtaining medical clearance for an injured player from the proper medical authority before that player returns to practice or plays in a game. Submit the copy of the medical clearance to the Athletic Director.

4. Athletic Clearance Procedures

Athletes may not participate in any physical activity until full Athletic Clearance is obtained. Athletes must obtain medical clearance to begin practice. Athletes who are academically ineligible may practice with a team, but cannot participate in any contests. Athletes must turn in the following to the Athletic Director to become cleared to participate in a sport:

Medical Clearance/ Physicals

As a condition of CIF membership, all athletes are required to receive an annual physical examination conducted by a medical practitioner certifying that the student is physically fit to participate in athletics. A physical examination must be completed before a student may try out, practice or participate in interscholastic athletic competition. The Athletic Department schedules a physical night in late May or early June of each year. Once the physical night is held at SMHS, the previous year's physical for a student become void.

Insurance

California law (Education Code Section 32220-24) states that every high school athlete, while participating in

athletics, must be covered by a medical insurance. All athletes shall be provided the opportunity to purchase school insurance (tackle football insurance for football), but shall not be denied the opportunity to participate if they cannot afford to purchase an insurance plan. It is the parent's responsibility to know the benefits, limits, and liabilities of their coverage. Proof of football insurance and the district's insurance waiver must be provided before a student can participate in any football activity.

Academic Eligibility

Athletes must be currently enrolled in at least 20 semester units. In addition, student athletes must have passed at least 20 semester units at the completion of the last regular grading period, and have at least a 2.0 GPA for all enrolled courses on a scale of 4.0. Athletes must also maintain minimum progress toward meeting the high school graduation requirements as prescribed by the governing board. Maintaining minimum progress toward graduation is defined by earning 50 credits by the start of the sophomore year, 110 credits by the start of the junior year and 170 credits by the start of senior year, or has a graduation plan with their counselor.

No student whose nineteenth birthday is attained prior to June 1st shall participate or practice on any team in the following school year.

A varsity student-athlete may apply for a waiver one time in his/her high school career. This waiver must be approved by a parent/parents, the head coach, and the Athletic Director. The waiver is only good for one grading period and each student-athlete on a waiver must turn-in a weekly progress report to the Athletic Director to remain eligible on the waiver.

*Please see the appendix for the waiver form

5. Creating a Roster

Once the season begins head coaches will turn in to the Athletic Director a roster for all levels of their sport. The Athletic Director will provide the template to be used. It is highly recommended that coaches distribute team rosters to teachers and staff encouraging staff to contact the coach if the athlete is struggling academically or behaviorally. **If an athlete drops from the team for whatever reason, it is the head coach's responsibility to inform the Athletic Director immediately.**

6. Creating a Schedule

The Athletic Director will schedule all games, matches, and meets with input from the head coaches. Coaches should work with the Athletic Director in preparing a schedule of preseason games your team will play. Coaches should consider the cost of transportation when scheduling an away contest. All programs will be responsible for travel costs to tournaments and may depending on the budget be responsible for weekend travel and non-league contests. Sports with a small number of participants will be encouraged to utilize vans. The Athletic Director will complete contracts between schools for contests. Any changes to the schedule must be made through the Athletic Director and not just between coaches. Changes should only be made as a last resort.

7. Contests

Coaches should develop a game day check list to insure that they are prepared for a contest. The Athletic Director shall work with each coach to develop a sport specific checklist so that each coach and/or team is prepared for their particular contest.

8. Rainy Day Schedules

Games during inclement weather are usually determined playable in the morning of game day. Coaches should check with the Athletic Director by mid-morning on the status of the decision.

9. Contest Cancellations

If there is a contest cancellation due to inclement weather or other circumstances, it is important to take quick action. Call the Athletic Director so that all necessary parties are informed of the situation.

10. Keys

Coaches will be issued keys for their sport. The Athletic Director will work with the Plant Manager to insure that all necessary keys needed by each coach are issued, monitored, and collected at the end of each season. Keys must be turned in at the end of the season. **Never allow students to use your keys.**

11. Use and Security of Facilities

Football Stadium—

1. Lock and secure all gates after using the stadium.
2. Check and lock restrooms if used during practice.
3. All spectators and non-team members should remain in the bleachers during practice or competitions.
4. No Food or Drinks (other than water) allowed on the track or playing surface.
5. Please pick up trash, tape, water bottles and cups after use.

Gymnasium-

1. Coaches are responsible to monitor all music played in the gymnasium sound system during practice or pre-game warm-ups to insure it is appropriate for school events (no inappropriate language, sexual or drug references). Students should not be allowed to operate the sound system without supervision.
2. Lock and secure all doors and turn off lights.
3. No Food or Drinks (other than water and Gatorade) allowed in the gym
4. Please pick up trash, tape, water bottles and cups after use.

Weight Room-

1. Lock and secure all gates and doors and turn off lights.
2. No Food or Drinks (other than water and Gatorade) allowed in the weight room.
3. All weights and bars must be returned to their racks after use.
4. Please pick up trash after use.

***Athletes are not allowed to use the weight room unless a coach is present—safety must be stressed at all times.**

Baseball/Softball Fields

1. Lock and secure all gates after using fields.
2. Check and lock restrooms if used during practice.
3. All spectators- non team members should remain in the bleachers during practice or competitions.
4. Please pick up trash, tape, water bottles and cups after use.

City/Hancock Facilities or Fields

1. Lock and secure all gate and doors.
2. Please make sure that all spectators and participants have left the facility before leaving.
3. Please pick up trash, tape, water bottles and cups after use.

****Report any facilities damages or problems to the Athletic Director immediately.**

12. Equipment Inventory

1. Head coaches must provide a detailed inventory of all equipment and uniforms to the Athletic Director at the beginning and end of each season.
2. Head coaches are responsible for issuing uniforms/equipment to their athletes, and they are required to keep an equipment checkout log which indicates the equipment checked out to each athlete. The equipment checkout form should include a line for the student athlete to sign verifying they have received the items listed.
3. Collection of clean uniforms and equipment should commence immediately after the conclusion of each sport. Coaches should inspect all equipment's condition to insure that it is clean, safe and in good condition. Delinquent lists should be turned in to the Athletic Director after every effort has been made by the head coach to collect the items from the athlete. A list of lost/damaged equipment with the associated replacement cost should be submitted to the Athletic Director to insure that the charge is placed on the student's account.
4. The administrator in charge of athletics must approve all uniform orders, **prior** to placing the order.

13. Transportation

1. All team members are expected to ride with the team to and from contests. Only school employees with (proper paperwork filed) may drive vehicles. **UNDER NO CIRCUMSTANCES** can students drive their own cars.
2. Fully-cleared coaches are to ride the bus to and from EVERY contest with the student-athletes.

3. Athletes will be allowed to travel home from a contest with their parents. Parents simply need to inform coaches their athlete is going with them.
4. All coaches and parent volunteers must be cleared by the District before they can transport students to an athletic contest. All authorized drivers must be over 21 years of age and must file the following with the District Office:
 - a. Authorization to Volunteer;
 - b. Proof of Insurance;
 - c. DMV print-out dated within two months of the Authorization to Volunteer
5. Transportation-
 - a. The Athletic Director schedules all transportation and will list departure times on your schedule. Please discuss departure times prior to the start of the season.
 - b. A fully-cleared coach must ride the bus and is in charge of athletes to and from all events. The coach is responsible to see that students act in a proper manner befitting school policy on all trips. Have athletes cooperate fully with the drivers as to their rules and regulations.
 - c. After arriving home, the coach should check the entire bus for trash and forgotten items.
 - d. Coaches must have a Travel Release Form for all students who are not returning to campus on a bus.
6. Van Use
 - a. Vans may only be operated by District-approved drivers;
 - b. Plan ahead for the season and discuss your needs with the Athletic Director. Do not assume the van will be available.
 - c. Keys for the van are to be picked up and returned to the Athletic Director unless an alternative arrangement has been made.
 - d. Report any problems with the van to the Athletic Director.

14. Overnight Trips

INTERSCHOLASTIC ATHLETIC FIELD TRIPS

- 1) Definition
 - a) A trip to a school or another sports venue to practice or compete is an athletic contest.
 - b) An interscholastic field trip may be considered "authorized" or "unauthorized."
- 2) Types of Authorized Interscholastic Field Trips
 - a) A trip that is made for the purpose of utilizing an off-campus facility for athletic practice;
 - b) A trip that is made for the purpose of participating in an athletic contest scheduled through the SMHS Athletics Office;
 - c) A trip that is made for the purpose of participating in a tournament sanctioned by the SMHS Athletics Office. The following may be considered sanctioned tournaments:
 1. Local (leaves and returns within the same day)
 2. Non-local with overnight stay
 - d) Out-of-country
 - e) Out-of-state
- 3) Types of Unauthorized Interscholastic Field Trips Include but are not limited to the following Out-of-Season Activities:
 - a) All-Star Contests
 - b) Football Passing Leagues
 - c) Winter Baseball Leagues
 - d) Spring or Fall Basketball Leagues
 - e) Any other contest or league played outside of the CIF season of sport
- 4) Approval
 - a) Approval of School Principal Only
 1. A trip for athletic practice
 2. A local trip to an interscholastic contest scheduled through the Athletics Office
 3. A trip to a local tournament
 - b) Approval of School Principal, Local District Superintendent, and Governing Board

1. A trip to an interscholastic contest with overnight stay
 2. A trip to a tournament with overnight stay
 - c) Approval of School Principal, Local District Superintendent and Board of Education
 1. A trip to an interscholastic contest held out of the country
 2. A trip to a tournament held out of the country
 - d) Approval Process
 1. Principal's signature needed on applicable forms (Tournament Field Trip Approval Form) and/or Athletics Office paperwork
 2. Form is submitted to Athletics Office for signature
 3. For overnight stay, forms submitted to Local District
 4. For out-of-country trips, forms submitted to Board of Education
 5. Submit approvals, sign-offs, supporting documentation
- 5) Paperwork Submission Time Lines
- a) Paperwork for scheduling of practice games and league contests are due on dates determined by the Athletics Office through the scheduling process.
 - b) Paperwork for a requested practice bus (as per SMUHSD Transportation Department guidelines) is due no later than 10 school days prior to the first date requested.
 - c) Paperwork for an out-of-state tournament or those that require an overnight stay must be submitted to the Principal and Superintendent at least 20 school days in advance of the tournament start date, and must include approval form from the Athletics Office.
 - d) Paperwork for which Board of Education approval is required must be submitted to the Principal and Superintendent at least 30 school days in advance of the tournament start date, and must include approval form from the Athletics Office.

Reference: California Education Code 35330

15. Reporting Scores

- a. It is the responsibility of each varsity coach to report scores to the local media. Regardless of the outcome of the contest, the scores should be reported immediately after the completion of the scheduled event. Coaches - need to call every result into the Santa Maria Times 739-2235.
- b. It is also the responsibility of each lower division coach to report their scores to the Athletic Director no later than the morning after each contest. It can be phoned in or e-mailed, but must be done without interruption.

16. Practices

Keep practices reasonable in length and frequency. Remember that facilities must often be shared, so be sure to work with other coaches who need the same field or gym.

A standard practice may include the following:

1. Warm up/ Stretching
2. Individual and/or small group instruction
3. Whole team instruction
4. Game situations
5. Conditioning

It is critical that water breaks are available throughout practice especially in hot weather.

17. Accidents and Injuries – Accident Reports

It is the coach's responsibility to report to the Athletic Trainer any injury requiring first aid or medical care. Coaches must submit an accident report to the trainer within 24 hours of the injury. Forms are available from the Athletic Director. See appendix for copy of form. If the injury is serious the coach should call 911 and the parent. The school's office should also be contacted, so that assistance may be provided by the administration or the school nurse. The coach must stay with the student until help is secured.

Coaches must carry medical forms for all players at all practices and contests. Coaches should treat any acknowledged condition in the confidential manner with which the information is related by the parent or guardian. If an athlete misses practice on the request of a physician, the athlete must have a note of clearance before returning to practice.

18. Incident Reports

It is the responsibility of the coach to inform the Athletic Director of any incident involving spectators, officials, coaches, players, parents or other persons within 24 hours of the incident.

19. Supervision

1. Coaches are responsible for the conduct of their teams at all times. This includes locker room supervision, travel time, practices, games, team meals, at opposing schools, etc. Assistant coaches should be used to help monitor the conduct of teams waiting to play their game. Coaches are to exhibit appropriate behavior in accordance with the philosophy of Santa Maria High School.
2. Coaches are responsible to remain with athletes after practices/games until all student athletes have left the school site. This is particularly important when coming home late from evening contests.
3. **Hazing**--Do not allow hazing of athletes. If an athlete(s) commits hazing to another athlete, regardless of the circumstances, report the incident immediately to the Athletic Director.

20. Discipline of Players

The primary responsibility for all team and individual discipline rests with the head coach and his/her assistants that are employees of the Santa Maria Joint Union High School District. Player discipline should not be delegated to other team members or individuals not employed by Santa Maria Unified High School District. **The administration may also impose discipline if a situation warrants such action pursuant to the Santa Maria High School Handbook, Athletic Code, and/or CIF Blue Book. It is important that Parents be apprised of any disciplinary action that involves removal or suspension from the team.**

21. School Attendance

An athlete should have excellent school attendance. **Any student who cuts a class or classes will be ineligible to participate in the next athletic contest/event.** Student-Athletes should not allow absences to jeopardize their education, their eligibility, or their position on the team. Student-Athletes must attend a full day of school in order to be eligible to participate on the day of a contest. In the case of a family funeral please verify your eligibility with the attendance office and Athletic Director. Any student-athlete that attends less than a full day must obtain approval from the Athletic Director or Athletic Administrator in order to be able to play.

Suspension from school will result in the student-athlete being ineligible for participation in athletics for the time of suspension. This student-athlete will not be permitted to participate in practices or games during the period of the suspension. If during the time of suspension, a student-athlete does not miss a game, he or she will be ineligible for the next game and/or event during that season.

22. Team Pictures

Head coaches will determine the date and time of team pictures for all levels of their sport. Appointments will be scheduled through the Athletic Director. Coaches are responsible for passing out the picture information and informing the student-athletes a reasonable amount of time before the photo session takes place.

23. Fundraising

All fundraising must be approved by the school's Associated Student Body. Contact the Athletic Director, ASB advisor and/or the ASB Clerk for information, guidelines, policies, etc. before any fundraising is started. Raffles or other "chance" fundraisers are prohibited under State law; these must be conducted by booster clubs. Fireworks booths are only to be conducted by approved booster clubs. Players should only be asked to engage in fundraising activities after they have been selected to a team. Additionally, parent permission is required for a student to participate in a fundraising activity.

All monies collected during a fundraiser should be deposited with the ASB Clerk by the athletes. Coaches should refrain from accepting money from their athletes. The ASB Clerk should be apprised of all aspects of the fundraiser so he/she will be able to monitor deposits and sales.

24. Purchases and Requisitions

Under no circumstances should a coach purchase anything with Club Funds and/or Student Monies without getting formal approval from the members of the particular Athletic Club before the purchase is made. All purchases must have prior authorization in the form of Club Minutes and a Purchase Order. This is a legal requirement and cannot be disregarded. Purchase Orders must be secured from the Business Office **prior** to ordering any merchandise or the coach who made the order will be personally responsible for the cost of the items purchased.

25. Recruiting

Recruiting is not allowed at a public school. Coaches may have contact with students at the middle school level at youth camps and in club sports and in the community, but cannot engage in activities that can be construed as "Undue Influence". Please check with the Athletic Director regarding any questions you may have in regards to this matter.

26. Coaches / All-League Meetings

Head coaches are required to attend the all-league meetings held at the beginning and end of the season. The end of season meeting is for the purpose of nominating all-league teams. If you do not attend, then your students will not be represented on the all-league team.

27. End of the Season Awards/Banquet

1. As the end of the season approaches, the coaches shall determine who is eligible for an award from their respective teams.
2. Each head coach shall establish the criteria for earning a Varsity Letter in their given sport. The criteria shall be given to the Athletic Director as soon as possible.

28. Summer Contests, Leagues, and Camps

Coaches who plan to have their teams participate during the summer months need to be fully aware of CIF policies regarding such participation. All activities need to be cleared through the Athletic Director by presenting a calendar of activities showing date, day, time, location, and level of participation. Athletes must have a medical and insurance clearance to participate in the offseason just as they are during the regular season.

29. Multi-Sport Athletes

It is expected that each member of this coaching staff will support the entire athletic program and support athletes who must complete the prior season before starting the next season. No out-of-season coach will schedule a meeting, workout, etc. that conflicts with an in-season sport. **Encouraging athletes to participate in one's sport should be done in a positive manner, and no coach should discourage a student-athlete from participating on another sports team.**

30. Conflict Resolution

1. First step: Student Athlete contacts coach – The student athlete should present the conflict/issue to the coach as soon as possible at an appropriate time. It is expected that the majority of concerns will be resolved at this first meeting.
2. Second Step: Parent contacts coach – The parent/s and student should both be present at this meeting.
3. Third Step: Contacting the Athletic Director -- If a satisfactory solution is not reached through direct contact with the coach, the student, and parent/s should contact the Athletic Director. The coach should be informed that this contact is going to be made. If needed, a meeting may be scheduled involving all concerned parties in an attempt to reach a satisfactory resolution. The Athletic Director will respond to student athletes and parents in a timely manner as to the disposition of their concerns.
4. Fourth Step: Contacting the Athletic Administrator -- If there is still not a satisfactory resolution, the student or parent may contact the high school Athletic Administrator. The Athletic Director and the coach should be informed that this contact is going to be made.

31. Amateur Standing

A student is governed by the CIF Amateur Rule when the student participates in CIF competition. A student who violates the CIF Amateur or Award Rule shall be barred from CIF competition in that sport until appeal and reinstatement as an amateur by the CIF Federated Council. A student may apply to the CIF Federated Council for reinstatement when the student can again qualify as an amateur in that sport.

32. Contact Information

Santa Maria High School Contact Information

Name	Position	Contact Number
Joe Graack	Athletic Director	Cell - 805-863-8148
Ken Groppetti	Plant Manager	Cell – 805-878-8165
Pete Flores	Assistant Principal	805-925-2567, Ext: 3703
SMHS Custodian	Custodian	Cell – 805-878-8164
General Information	SMHS Main Office	805-925-2567

Pioneer Valley High School Contact Information

Name	Position	Contact Number
Greg Lanthier	Athletic Director	Cell - 805-714-1556
Matt Dickey	Plant Manager	Cell – 805-878-8160
Greg Dickinson	Assistant Principal	Cell- 805-714-4476
PVHS Custodian	Custodian	Cell – 805-878-8155
General Information	PVHS Main Office	805-922-1305

Righetti High School Contact Information

Name	Position	Contact Number
Eric Albright	Athletic Director	Cell - 805-878-2888
	Plant Manager	Cell –
	Assistant Principal	Cell-
	Custodian	Cell –
General Information	RHS Main Office	805-937-2051

Santa Maria Joint Union High School District

Request for Athletic/Co-Curricular Waiver 2.0 GPA

I _____ am requesting an athletic/co-curricular

(Student Name)

waiver to allow me to compete for the 1st 2nd 3rd 4th quarter, of year _____.

The report card period below a 2.0 GPA is the 1st 2nd 3rd 4th quarter, year _____.

I understand that I'm eligible for 1 (one) waiver throughout my high school career and am choosing to take it for the grading period listed.

Grade: _____

Sport: _____

Interventions for academic improvement to be utilized:

Department Tutoring _____

Tutoring Before/After School _____

Student Study Teams _____

Weekend/Saturday Classes _____

*** I understand that I must turn in a weekly progress report for all classes I am enrolled in to the Athletic Director every Friday by 2:45 PM to continue on this waiver.**

(Print Student Name)

(Student Signature)

(Date)

(Print Parent Name)

(Parent Signature)

(Date)

(Coach Signature)

(Date)

(Athletic Director Signature)

(Date)

Santa Maria High Joint Union High School District

TOURNAMENT FIELD TRIP APPROVAL FORM

SCHOOL _____ DATE _____

Name of Tournament _____ Sport _____

Location _____ City/State _____

Number of Students _____ Number of Staff _____

Tournament Dates: Beginning Date _____ Ending Date _____

Start Time _____ Ending Time _____

Date and Time Leaving School: _____

Date and Time Returning to School: _____

Rationale for Participation/Staying Overnight: (attach additional pages if necessary)

Coach Requesting Approval: _____
Name Signature

Enter a date in the appropriate spaces below to indicate secured approval (if applicable).

____ Approved by Athletic Director

Signature: _____

____ Approved by Principal (Submit 15 school days in advance.)

Signature: _____

____ Approved by Superintendent, if applicable (Submit 20 school days in advance.)

Signature: _____

____ Approved by Board of Education, if applicable (Submit 30 school days in advance.)

Signature: _____

Accompanying Documents:

- Itinerary
- Meal Plans, Projected Expenses and Funding Source
- Contact Numbers of all Coaches and Supervising Adults

Santa Maria High Joint Union High School District

COACHES – ACCEPTANCE SIGN-OFF FORM

Name: _____

Position: _____

Date: _____

Expectations for All Coaches

There is an expectation that the same high standards of behavior and commitment found in an academic classroom shall be exhibited on the playing field. As a member of the Santa Maria Athletic Program, there is an expectation that coaches will approach their sport with a great degree of professionalism and do all they can to build their program.

Coaches shall be evaluated by the Athletic Director, Athletic Administrator and Principal on the following criteria:

- Sound coaching techniques, sport specific skill sets for the level competition and the selection of supporting coaches;
- Upholding policies and regulations of the SMUHSD and California Interscholastic Federation;
- Following the District and Site ASB procedures to maintain a positive financial posture;
- Safeguarding of uniforms and related program equipment;
- Establishing clear communication with student athletes and parents regarding coaching philosophy, team rules, conflict resolution, and general expectations, along with practice and game schedules;
- Establishing a reputation for consistency, fairness, and cultural competency;
- Seeking to promote a spirit of loyalty by developing the student athletes who populate our campus;

General Coaching Responsibilities

- Coaches shall be responsible for knowing and implementing all procedures and requirements contained in the Santa Maria Joint Union High School District Coaches' Handbook, the Santa Maria Joint Union High School District Athletic Code, ASB procedures, district policies, and the CIF Blue Book.
- Coaches shall work with school staff in regards to student academic and citizenship standards.
- Coaches shall seek to promote positive feeling in the community toward the program and athletics in general.
- Coaches shall seek to continually improve their coaching skills by attending clinics and workshops when appropriate.
- Coaches shall work with the Athletic Director and the custodial staff to see that facilities are ready for a contest/practice.
- Coaches shall maintain clear lines of communication with the Administration, Athletic Director, coaching staff, parents, and players involved in your program.
- Coaches should encourage all athletes to participate in multiple sports and avoid specialization.

I have reviewed the responsibilities and expectations contained within this handbook for my coaching position in the Santa Maria Joint Union High School District and agree that they are appropriate to my position and I understand that these minimum standards of performance shall be maintained at all times:

Signature: _____

**REGULAR MEETING
JUNE 11, 2014**

APPENDIX F

2013/2014

Five Year Plan Deferred Maintenance Program

GENERAL INFORMATION

This Form is a summary of proposed deferred maintenance projects the applicant district plans on completing annually over the next five fiscal years using the Basic Grant, pursuant to Education Code Section 17591. The fiscal year the plan commences is determined by the fiscal year in which it was filed. New and revised plans are accepted on a continuous basis for the current fiscal year up to the last working day in June. Revisions are not accepted for prior fiscal years.

SPECIFIC INSTRUCTIONS

Part I - Authorized District Representative

Complete to designate or change the authorized district representative. Enter the name of the district employee that can act on behalf of the District. A consultant who is on contract with the district to communicate with the OPSC on behalf of the district's board may be listed.

Part II - Estimated Fiscal Year Data

ITEM	DESCRIPTION	INSTRUCTIONS
1	Number of Projects	List the number of eligible projects in each of the project categories shown (refer to Regulation Section 1866.4.1).
2-6	Current and subsequent fiscal years	Enter the total estimated costs in each project category for each fiscal year identified for the projects reported in column 1.
7	Total Estimated Cost	For each project category enter the totals of columns 2-6.
8	Grand Total	Total all columns.
9	Remarks	Include any additional information for each category. If the district is applying for extreme hardship grants for any of the projects listed on the plan, identify those projects in this space. If additional space is needed, you may attach a separate sheet with your remarks to this form.
10	School Information	List the facilities where deferred maintenance projects are planned as reported in column 1 on this Five Year Plan (refer to Regulation Section 1866.4.1). If additional space is needed, you may attach a separate sheet.
11	Certification	Review and complete (refer to Regulation Section 1866.4 and EC Section 17584.1).

When completed mail this form to:

Office of Public School Construction
 Attn: Deferred Maintenance Program
 1130 K Street, Suite 400
 Sacramento, CA 95814

NOTE: Any Five Year Plan, SAB 40-20, not conforming to State Allocation Board (SAB) guidelines will be returned to the district. If you need assistance in completing this form, please contact the Office of Public School Construction, at 916.445.3160.

SCHOOL DISTRICT	Santa Maria Joint Union HSD	FIVE DIGIT DISTRICT CODE NUMBER	40/ 69310
COUNTY	Santa Barbara	CURRENT FISCAL YEAR	2013 / 2014

The district:

- has not previously submitted a Five Year Plan.
 is submitting this updated/ revised Five Year Plan which supersedes the plan currently on file with SAB.

Part I - Authorized District Representative

The following individual has been designated as a district representative by the school board minutes:

DISTRICT REPRESENTATIVE	Reese Thompson	TITLE	Director - Facilities & Oper.
BUSINESS ADDRESS	2560 Skyway Drive, Santa Maria, CA 93455	TELEPHONE NUMBER	805-922-4573
E-MAIL ADDRESS	rthompson@smjuhsd.org	FAX NUMBER	805-348-9601

Part II - Estimated Fiscal Year Data

PROJECT CATEGORY	1. NUMBER OF PROJECTS	2. CURRENT FISCAL YEAR	3. SECOND FISCAL YEAR	4. THIRD FISCAL YEAR	5. FOURTH FISCAL YEAR	6. FIFTH FISCAL YEAR	7. TOTAL ESTIMATE COST
Asbestos	10	76,000	166,000	166,000	166,000	116,000	690,000
Classroom Lighting	5		1,000	141,000	331,500	330,500	804,000
Electrical	11	106,000	203,000	213,000	163,000	65,000	750,000
Floors	15	83,000	101,000	109,000	95,000	135,000	523,000
HVAC	12	88,000	152,500	142,500	45,500	14,500	443,000
Painting	12	80,000	96,000	104,000	99,000	28,000	407,000
Paving	17	165,000	278,500	342,000	282,500	139,500	1,207,500
Plumbing	8	10,000	40,000	62,000	62,000	37,000	211,000
Roofing	16	187,000	413,000	495,000	540,000	294,000	1,929,000
Wall Systems	20	96,000	295,000	255,000	255,000	98,000	999,000
8. Grand Total	126	891,000	1,746,000	2,029,500	2,039,500	1,257,500	7,963,500

9. Remarks

10. List the school names where deferred maintenance projects are planned in this Five Year Plan:

- Delta High
- Ernest Righetti High
- Learning Center
- Pioneer Valley High
- Santa Maria High

11. Certifications:

I certify as District Representative that:

- * this work does not include ineligible items and that all work will be completed in accordance with program requirements, applicable laws and regulations. The district shall maintain proper documentation in the event of an audit; and,
- * the district understands that should an audit reveal that these funds were expended for other than eligible deferred maintenance costs, the SAB will require the district to return all inappropriately expended funds; and,
- * the plans and proposals for expenditures of funds as outlined in this report were discussed in a public hearing at a regularly scheduled school board meeting on June 11, 2014 and the district has complied with all the other requirements of Education Code Section 17584.1; and,
- * Beginning with the 2005/2006 fiscal year, the district has complied with Education Code Section 17070.75 (e) by establishing a facilities inspection system to ensure that each of its schools is maintained in good repair; and,
- * This Form is an exact duplicate (verbatim) of the form provided by the OPSC. In the event a conflict should exist, then the language in the OPSC form will prevail.
- * I certify under penalty of perjury under the laws of the State of California that the statements in this application and supporting documents are true and correct.

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

REGULAR MEETING
June 11, 2014

APPENDIX G

**Public Disclosure of Collective Bargaining
Agreement with
Santa Maria Joint Union High School District
Faculty Association**

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

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/1991), GC 3540.2(a), GC 3547.5, and CCR, Title V, Section 15449**

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

The proposed agreement covers the period beginning: July 1, 2013 and ending: June 30, 2015
(date) (date)

The Governing Board will act upon this agreement on: June 11, 2014
(date)

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Current Budget (Prior to Proposed Agreement)	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 2013-14	FY 2014-15	FY 2015-16
1. Salary Schedule Including Step and Column	\$ 25,009,057	\$ 1,210,640	\$ 2,069,319	\$ 457,306
		4.84%	7.89%	1.62%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 802,042	\$ 38,154	\$ 41,264	\$ -
		4.76%	4.91%	0.00%
Description of Other Compensation		Adjunct duty extra pay, coaches		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,183,578	\$ 151,855	\$ 269,574	\$ 57,890
		4.770%	8.08%	1.61%
4. Health/Welfare Plans	\$ 4,011,626	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 33,006,303	\$ 1,400,649	\$ 2,380,157	\$ 515,196
		4.244%	6.92%	1.40%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	344.86			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 95,709	\$ 4,062	\$ 6,902	\$ 1,494
		4.244%	6.92%	1.40%

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

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

For the 2013-14 year, the salary schedule is increased by by 4% effective and retroactive to July 1, and an additional 1.5% effective and retroactive to January 1. For the 2014-15 year, the salary schedule is increased by 5% effective July 1, and by 1% effective January 1. For 2013-14, the necessary salary schedule adjustments and retroactive pay are scheduled for the District's June 2014 payroll.

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

No.

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

The Governing Board ratified contract language at its May 14 meeting, with the understanding that the fiscal impact would be disclosed and acted upon at its June 11 meeting. The fiscal impact of the proposed agreement has been included in the District's proposed Adopted Budget reporting forms, in the 2013-14 Estimated Actuals or 2014-15 Budget, as appropriate.

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

If yes, please describe the cap amount.

Current annual caps are \$6173 for single, \$12,797 for two-party, and \$18,280 for family; these figures include vision and dental coverage.

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

Hiring ratio remains unchanged, however District can now offer extra pay to current teachers, for teaching an extra period beyond their contractual obligation of 5 periods per day for a full 1.0 fte.

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 (i.e., counselors, librarians, custodial staff, etc.)

Elimination of block schedule and transition to traditional period schedule at two of the District's comprehensive high school sites.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

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.

Changes in the makeup of Shared Decision Making committees, revision to the manner in which Faculty Management Council will operate.

F. Source of Funding for Proposed Agreement:

1. Current Year

Existing unallocated unappropriated reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Projected funding increases under Local Control Funding Formula (LCFF)

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.)

Projected funding increases under Local Control Funding Formula (LCFF)

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY
ASSOCIATION

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/12/2014)	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)
REVENUES				
Revenue Limit Sources 8010-8099	\$ 51,490,558		\$ -	\$ 51,490,558
Federal Revenue 8100-8299	\$ 33,660		\$ -	\$ 33,660
Other State Revenue 8300-8599	\$ 1,408,646		\$ -	\$ 1,408,646
Other Local Revenue 8600-8799	\$ 324,434		\$ -	\$ 324,434
TOTAL REVENUES	\$ 53,257,298		\$ -	\$ 53,257,298
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 25,089,687	\$ (275,014)	\$ 43,702	\$ 24,858,375
Classified Salaries 2000-2999	\$ 8,295,302		\$ 158,092	\$ 8,453,394
Employee Benefits 3000-3999	\$ 9,006,839	\$ (31,865)	\$ 38,566	\$ 9,013,540
Books and Supplies 4000-4999	\$ 2,999,723		\$ -	\$ 2,999,723
Services, Other Operating Expenses 5000-5999	\$ 3,414,861		\$ -	\$ 3,414,861
Capital Outlay 6000-6999	\$ 1,155,729		\$ -	\$ 1,155,729
Other Outgo 7100-7299 7400-7499	\$ 664,725		\$ -	\$ 664,725
Indirect/Direct Support Costs 7300-7399	\$ (910,901)		\$ -	\$ (910,901)
TOTAL EXPENDITURES	\$ 49,715,965	\$ (306,879)	\$ 240,360	\$ 49,649,446
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 942,019	\$ -	\$ -	\$ 942,019
Transfers Out and Other Uses 7600-7699	\$ 357,878	\$ -	\$ -	\$ 357,878
Contributions 8980-8999	\$ (5,518,414)	\$ (178,179)	\$ (76,421)	\$ (5,773,014)
OPERATING SURPLUS (DEFICIT)*	\$ (1,392,940)	\$ 128,700	\$ (316,781)	\$ (1,581,021)
BEGINNING FUND BALANCE				
9791	\$ 6,371,726			\$ 6,371,726
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 4,978,786	\$ 128,700	\$ (316,781)	\$ 4,790,705
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 159,089	\$ -	\$ -	\$ 159,089
Restricted Amounts 9740				
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 4,499,160	\$ -	\$ -	\$ 4,499,160
Unassigned/Unappropriated Amount 9790	\$ 320,537	\$ 128,700	\$ (316,781)	\$ 132,456

*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**Restricted General Fund**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY
ASSOCIATION

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/12/2014)	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)
REVENUES					
Revenue Limit Sources	8010-8099	\$ 3,062,813		\$ -	\$ 3,062,813
Federal Revenue	8100-8299	\$ 4,492,652		\$ -	\$ 4,492,652
Other State Revenue	8300-8599	\$ 6,470,456		\$ -	\$ 6,470,456
Other Local Revenue	8600-8799	\$ 779,350		\$ -	\$ 779,350
TOTAL REVENUES		\$ 14,805,271		\$ -	\$ 14,805,271
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 5,574,217	\$ 166,836	\$ 2,865	\$ 5,743,918
Classified Salaries	2000-2999	\$ 3,802,526	\$ -	\$ 69,231	\$ 3,871,757
Employee Benefits	3000-3999	\$ 2,823,222	\$ 31,833	\$ 14,862	\$ 2,869,917
Books and Supplies	4000-4999	\$ 2,917,660		\$ -	\$ 2,917,660
Services, Other Operating Expenses	5000-5999	\$ 4,114,950		\$ -	\$ 4,114,950
Capital Outlay	6000-6999	\$ 1,045,736		\$ -	\$ 1,045,736
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 763,475		\$ -	\$ 763,475
TOTAL EXPENDITURES		\$ 21,041,786	\$ 198,669	\$ 86,958	\$ 21,327,413
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 5,518,414	\$ 178,179	\$ 76,421	\$ 5,773,014
OPERATING SURPLUS (DEFICIT)*		\$ (718,101)	\$ (20,490)	\$ (10,537)	\$ (749,128)
BEGINNING FUND BALANCE					
	9791	\$ 3,415,605			\$ 3,415,605
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 2,697,504	\$ (20,490)	\$ (10,537)	\$ 2,666,477
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 2,697,504	\$ (20,490)	\$ (10,537)	\$ 2,666,477
Committed Amounts	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Public Disclosure of Proposed Collective Bargaining Agreement
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY
 ASSOCIATION

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/12/2014)	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)
REVENUES					
Revenue Limit Sources	8010-8099	\$ 54,553,371		\$ -	\$ 54,553,371
Federal Revenue	8100-8299	\$ 4,526,312		\$ -	\$ 4,526,312
Other State Revenue	8300-8599	\$ 7,879,102		\$ -	\$ 7,879,102
Other Local Revenue	8600-8799	\$ 1,103,784		\$ -	\$ 1,103,784
TOTAL REVENUES		\$ 68,062,569		\$ -	\$ 68,062,569
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 30,663,904	\$ (108,178)	\$ 46,567	\$ 30,602,293
Classified Salaries	2000-2999	\$ 12,097,828	\$ -	\$ 227,323	\$ 12,325,151
Employee Benefits	3000-3999	\$ 11,830,061	\$ (32)	\$ 53,428	\$ 11,883,457
Books and Supplies	4000-4999	\$ 5,917,383		\$ -	\$ 5,917,383
Services, Other Operating Expenses	5000-5999	\$ 7,529,811		\$ -	\$ 7,529,811
Capital Outlay	6000-6999	\$ 2,201,465		\$ -	\$ 2,201,465
Other Outgo	7100-7299 7400-7499	\$ 664,725		\$ -	\$ 664,725
Indirect/Direct Support Costs	7300-7399	\$ (147,426)		\$ -	\$ (147,426)
TOTAL EXPENDITURES		\$ 70,757,751	\$ (108,210)	\$ 327,318	\$ 70,976,859
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 942,019	\$ -	\$ -	\$ 942,019
Transfers Out and Other Uses	7600-7699	\$ 357,878	\$ -	\$ -	\$ 357,878
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (2,111,041)	\$ 108,210	\$ (327,318)	\$ (2,330,149)
BEGINNING FUND BALANCE					
	9791	\$ 9,787,331			\$ 9,787,331
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 7,676,290	\$ 108,210	\$ (327,318)	\$ 7,457,182
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ 159,089	\$ -	\$ -	\$ 159,089
Restricted Amounts	9740	\$ 2,697,504	\$ (20,490)	\$ (10,537)	\$ 2,666,477
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 4,499,160	\$ -	\$ -	\$ 4,499,160
Unassigned/Unappropriated Amount	9790	\$ 320,537	\$ 128,700	\$ (316,781)	\$ 132,456

*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

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY
ASSOCIATION

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/12/2014)	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)
REVENUES				
Revenue Limit Sources 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 1,851,483		\$ -	\$ 1,851,483
Other State Revenue 8300-8599	\$ 164,209		\$ -	\$ 164,209
Other Local Revenue 8600-8799	\$ 893,120		\$ -	\$ 893,120
TOTAL REVENUES	\$ 2,908,812		\$ -	\$ 2,908,812
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 931,915		\$ 14,239	\$ 946,154
Employee Benefits 3000-3999	\$ 231,186		\$ 2,815	\$ 234,001
Books and Supplies 4000-4999	\$ 1,825,500		\$ -	\$ 1,825,500
Services, Other Operating Expenses 5000-5999	\$ 51,100		\$ -	\$ 51,100
Capital Outlay 6000-6999	\$ 10,000		\$ -	\$ 10,000
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 147,426		\$ -	\$ 147,426
TOTAL EXPENDITURES	\$ 3,197,127	\$ -	\$ 17,054	\$ 3,214,181
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (288,315)	\$ -	\$ (17,054)	\$ (305,369)
BEGINNING FUND BALANCE				
9791	\$ 1,290,165			\$ 1,290,165
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 1,001,850	\$ -	\$ (17,054)	\$ 984,796
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719		\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 1,001,850	\$ -	\$ (17,054)	\$ 984,796

*Net Increase (Decrease) in Fund Balance

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

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 240,360	Proposed settlement with management/confidential & classified
Other Financing Sources/Uses	\$ (76,421)	Necessary contribution to support spec ed, MOT

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 86,958	Proposed settlement with management/confidential & classified
Other Financing Sources/Uses	\$ 76,421	Necessary contribution to support spec ed, MOT

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 17,054	Proposed settlement with management/confidential & classified
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

For the General Fund, unrestricted, Column 2 amounts are negative because a provision for a potential settlement already existed in the District's budget. The actual settlement was (a) less than the potential that the District had budgeted, and (b) is reflected in these disclosure documents in amounts appropriately divided between unrestricted and restricted sources; the budget had all of the potential settlement in unrestricted resources. Note that there is no impact to the cafeteria fund due to the Certificated settlement; amounts in column 3 of the Cafeteria Fund schedule reflect amounts previously disclosed for settlements with Classified and Management/Confidential Groups.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY
ASSOCIATION

Bargaining Unit:

Object Code	2013-14	2014-15	2015-16
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources 8010-8099	\$ 51,490,558	\$ 59,298,613	\$ 66,514,240
Federal Revenue 8100-8299	\$ 33,660	\$ -	\$ -
Other State Revenue 8300-8599	\$ 1,408,646	\$ 1,408,646	\$ 1,408,646
Other Local Revenue 8600-8799	\$ 324,434	\$ 110,877	\$ 110,877
TOTAL REVENUES	\$ 53,257,298	\$ 60,818,136	\$ 68,033,763
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 24,858,375	\$ 29,609,521	\$ 28,494,098
Classified Salaries 2000-2999	\$ 8,453,394	\$ 9,137,250	\$ 9,187,990
Employee Benefits 3000-3999	\$ 9,013,540	\$ 10,664,477	\$ 10,580,569
Books and Supplies 4000-4999	\$ 2,999,723	\$ 2,653,390	\$ 2,253,810
Services, Other Operating Expenses 5000-5999	\$ 3,414,861	\$ 3,442,561	\$ 3,397,561
Capital Outlay 6000-6999	\$ 1,155,729	\$ 207,117	\$ 207,117
Other Outgo 7100-7299 7400-7499	\$ 664,725	\$ 401,267	\$ 421,836
Indirect/Direct Support Costs 7300-7399	\$ (910,901)	\$ (910,901)	\$ (910,901)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 49,649,446	\$ 55,204,682	\$ 53,632,080
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 942,019	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 357,878	\$ 375,000	\$ 375,000
Contributions 8980-8999	\$ (5,773,014)	\$ (6,284,176)	\$ (6,183,370)
OPERATING SURPLUS (DEFICIT)*	\$ (1,581,021)	\$ (1,045,722)	\$ 7,843,313
BEGINNING FUND BALANCE			
9791	\$ 6,371,726	\$ 4,790,705	\$ 3,744,983
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 4,790,705	\$ 3,744,983	\$ 11,588,296
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 159,089	\$ 159,089	\$ 159,089
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 4,499,160	\$ 4,499,160	\$ 4,499,160
Unassigned/Unappropriated Amount 9790	\$ 132,456	\$ (913,266)	\$ 6,930,047

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY
ASSOCIATION

Bargaining Unit:

Object Code	2013-14	2014-15	2015-16
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources 8010-8099	\$ 3,062,813	\$ 3,062,813	\$ 3,062,813
Federal Revenue 8100-8299	\$ 4,492,652	\$ 3,836,872	\$ 3,836,872
Other State Revenue 8300-8599	\$ 6,470,456	\$ 5,030,793	\$ 2,506,005
Other Local Revenue 8600-8799	\$ 779,350	\$ 459,790	\$ 459,790
TOTAL REVENUES	\$ 14,805,271	\$ 12,390,268	\$ 9,865,480
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 5,743,918	\$ 6,407,553	\$ 6,198,300
Classified Salaries 2000-2999	\$ 3,871,757	\$ 3,913,089	\$ 3,951,228
Employee Benefits 3000-3999	\$ 2,869,917	\$ 2,957,668	\$ 2,938,317
Books and Supplies 4000-4999	\$ 2,917,660	\$ 670,095	\$ 670,095
Services, Other Operating Expenses 5000-5999	\$ 4,114,950	\$ 4,183,851	\$ 3,958,963
Capital Outlay 6000-6999	\$ 1,045,736	\$ 142,500	\$ 142,500
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Dirrect Support Costs 7300-7399	\$ 763,475	\$ 763,475	\$ 763,475
Other Adjustments		\$ -	\$ (91,016)
TOTAL EXPENDITURES	\$ 21,327,413	\$ 19,038,231	\$ 18,531,862
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 5,773,014	\$ 6,284,176	\$ 6,183,370
OPERATING SURPLUS (DEFICIT)*	\$ (749,128)	\$ (363,787)	\$ (2,483,012)
BEGINNING FUND BALANCE 9791	\$ 3,415,605	\$ 2,666,477	\$ 2,302,690
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 2,666,477	\$ 2,302,690	\$ (180,322)
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	
Restricted Amounts 9740	\$ 2,666,477	\$ 2,500,089	\$ 17,077
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (197,399)	\$ (197,399)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY
ASSOCIATION

Bargaining Unit:

Object Code	2013-14	2014-15	2015-16
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources 8010-8099	\$ 54,553,371	\$ 62,361,426	\$ 69,577,053
Federal Revenue 8100-8299	\$ 4,526,312	\$ 3,836,872	\$ 3,836,872
Other State Revenue 8300-8599	\$ 7,879,102	\$ 6,439,439	\$ 3,914,651
Other Local Revenue 8600-8799	\$ 1,103,784	\$ 570,667	\$ 570,667
TOTAL REVENUES	\$ 68,062,569	\$ 73,208,404	\$ 77,899,243
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 30,602,293	\$ 36,017,074	\$ 34,692,398
Classified Salaries 2000-2999	\$ 12,325,151	\$ 13,050,339	\$ 13,139,218
Employee Benefits 3000-3999	\$ 11,883,457	\$ 13,622,145	\$ 13,518,886
Books and Supplies 4000-4999	\$ 5,917,383	\$ 3,323,485	\$ 2,923,905
Services, Other Operating Expenses 5000-5999	\$ 7,529,811	\$ 7,626,412	\$ 7,356,524
Capital Outlay 6000-6999	\$ 2,201,465	\$ 349,617	\$ 349,617
Other Outgo 7100-7299 7400-7499	\$ 664,725	\$ 401,267	\$ 421,836
Indirect/Direct Support Costs 7300-7399	\$ (147,426)	\$ (147,426)	\$ (147,426)
Other Adjustments		\$ -	\$ (91,016)
TOTAL EXPENDITURES	\$ 70,976,859	\$ 74,242,913	\$ 72,163,942
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 942,019	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 357,878	\$ 375,000	\$ 375,000
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (2,330,149)	\$ (1,409,509)	\$ 5,360,301
BEGINNING FUND BALANCE			
9791	\$ 9,787,331	\$ 7,457,182	\$ 6,047,673
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 7,457,182	\$ 6,047,673	\$ 11,407,974
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 159,089	\$ 159,089	\$ 159,089
Restricted Amounts 9740	\$ 2,666,477	\$ 2,500,089	\$ 17,077
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 4,499,160	\$ 4,499,160	\$ 4,499,160
Unassigned/Unappropriated Amount 9790	\$ 132,456	\$ (1,110,665)	\$ 6,732,648

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
 SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 71,334,737	\$ 74,617,913	\$ 72,538,942
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 71,334,737	\$ 74,617,913	\$ 72,538,942
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$50,000)	\$ 2,140,042	\$ 2,238,537	\$ 2,176,168

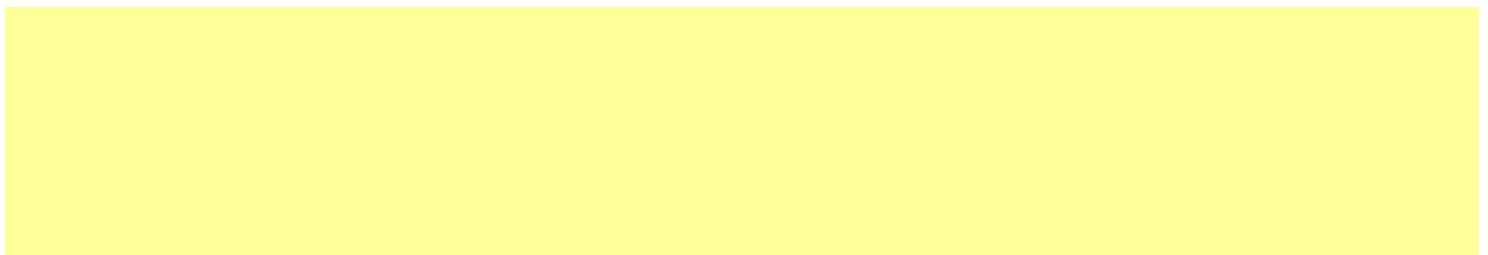
2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 4,499,160	\$ 4,499,160	\$ 4,499,160
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 132,456	\$ (913,266)	\$ 6,930,047
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ 1,186,954	\$ 1,186,954 #	\$ 1,186,954 #
e.	Total Available Reserves	\$ 5,818,570	\$ 5,959,802	\$ 13,803,115
f.	Reserve for Economic Uncertainties Percentage	8.16%	7.99%	19.03%

3. Do unrestricted reserves meet the state minimum reserve amount?

2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?



SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
 SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$	1,400,649
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$	108,210
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$	-
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$	-
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$	108,210
Variance		\$ 1,508,859

Variance Explanation:

Provision had already been made in the District's budget for a potential settlement with the Faculty Association. The estimated cost of the actual settlement is reflected on Page 1. The NET effect of reversing the budget for potential settlement and recognizing the estimated cost of the actual settlement, is what is reflected on page 4. The total amount of the potential settlement that had been included in the District's unrestricted general fund was \$1,426,859.

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

General Fund Combined	Surplus/(Deficit)	(Deficit) %	Deficit primarily due to:
2013-14 Surplus/(Deficit) before settlement(s)?	\$ (2,111,041)	(2.97%)	Projected settlement with teachers
2013-14 Surplus/(Deficit) after settlement(s)?	\$ (2,330,149)	(3.27%)	Additional settlements as noted here
2014-15 Surplus/(Deficit) after settlement(s)?	\$ (1,409,509)	(1.89%)	
2015-16 Surplus/(Deficit) after settlement(s)?	\$ 5,360,301	7.39%	

Deficit Reduction Plan (as necessary):

The district has sufficient undesignated unappropriated reserves to negotiate for increases for its employees in the 2013-14 year. As noted above, based on projected LCFE funding, these deficits are mitigated in the future years.

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 2014-15 and/or 2015-16?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet or use Page 9a.

MYP	Amount	"Other Adjustments" Explanation
2014-15 Unrestricted, Page 5a	\$ -	
2014-15 Restricted, Page 5b	\$ -	
2015-16 Unrestricted, Page 5a	\$ -	
2015-16 Restricted, Page 5b	\$ (91,016)	Sunset of QEIA program, redn in exps, as noted in District's 2nd interim rpt

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2(a) and 3547.5, the Superintendent and Chief Business Official of the Santa Maria Jt Union HS District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2013 to June 30, 2015.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	236,162
\$	(236,162)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	-

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify

**District Superintendent
 (Signature)**

Date

I hereby certify I am unable to certify

**Chief Business Official
 (Signature)**

Date

Special Note: The Santa Barbara County Education Office may request additional information, as necessary, to review the district's compliance with requirements.

Public Disclosure of Proposed Collective Bargaining Agreement

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Other than incorporating the cost of this agreement, the MYP presented in this document is the same as that used for previous disclosure (April 2014) of agreements with Classified and Management/Confidential groups.

The budget revisions necessary to reflect the cost of this agreement, as well as the agreements with Classified and Management/Confidential groups, are reflected in the 2013-14 Estimated Actuals and the 2014-15 Budget columns, as appropriate, in the District's Adopted Budget that is scheduled for public hearing at the June 11 board meeting.

Concerns regarding affordability of agreement in subsequent years (if any):

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

SANTA MARIA JOINT UNION HIGH SCHOOL

District Name

**District Superintendent
(Signature)**

Date

BRENDA HOFF, FISCAL SERVICES DIRECTOR

Contact Person

(805) 922-4573 X4403

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 11, 2014 took action to approve the proposed agreement with the Santa Maria Joint Union High School District Faculty Association.

**President (or Clerk), Governing Board
(Signature)**

Date

Special Note: The Santa Barbara County Education Office may request additional information, as necessary, to review the district's compliance with requirements.

REGULAR MEETING
June 11, 2014

APPENDIX H
2014/15 ADOPTED BUDGET

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT 2014-15 ADOPTED BUDGET

Education Code Section 42127 requires that on or before July 1 of each year the Governing Board of a school district shall hold a public hearing on the budget to be adopted for the subsequent year. Pursuant to Education Code Section 33127, this Adopted Budget complies with the criteria and standards as established by the State Board of Education.

Assembly Bill 97 as signed by the Governor on July 1, 2013, created the Local Control Funding Formula ("LCFF") and made numerous revisions and additions to California's Education Code. Education Code Section 52062, as added by AB97, requires that the Governing Board of a school district conduct a public hearing to review its Local Control and Accountability Plan ("LCAP") at the same meeting as the hearing for the District's budget. The District's LCAP plan contains many goals and initiatives to provide increased services to its target population of low income and English learners; these are reflected in the budget being proposed for adoption for the 2014-15 year.

The Governor's May Budget - the "May Revise" - was not much different from the January proposal. Themes which continue from the Governor's January proposal include his priority to fully eliminate apportionment deferrals, establishment of a rainy day fund, and continued implementation of the LCFF with no changes in funding. The Governor made a few changes to his January proposal for a continuous appropriation for LCFF funding, but so far that has not been well met by the legislature and the Legislative Analyst's Office has recommended that it be rejected. With state revenues projected to be \$2.5 billion greater now, than what was projected in January, the Governor is proposing to use those additional revenues to create and fund his proposal for a rainy day fund, as well as funding Medi-Cal costs that have increased due to enrollments from the Affordable Care Act.

There was, however, one significant new item and that is the Governor's proposal to increase employee, district, and state contributions to the State Teachers' Retirement System, which is estimated to be underfunded by some \$80 billion. Unlike the Public Employees' Retirement System ("PERS"), the STRS contribution rates are set by statute, and will require legislative action in order to be changed. Already as of this writing, there are competing proposals which have been announced.

Based on guidance from the Santa Barbara County Education Office, which has oversight authority for approval of the District's Adopted Budget, this budget for the District utilizes the LCFF simulator tool as provided by the Fiscal Crisis and Management Assistance Team ("FCMAT") to compute the District's expected revenue from LCFF sources.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
2014-15 ADOPTED BUDGET ASSUMPTIONS**

Ending Fund Balance Reconciliation

As a District adopts its budget for any given year, it must also report the estimated actuals for the prior year. These estimated actuals are based on the District's most current working budget, and they typically are not the same as the budget presented on the 2nd Interim Revised Budget. Adjustments and revisions to the District's working budget are made when new facts or events occur. The following table summarizes the major changes the District has made to its working budget since the 2nd Interim Revised Budget. These changes are included in the "2013-14 Estimated Actuals" columns in the District's 2014-15 Adopted Budget.

ENDING FUND BALANCE	Unrestricted	Restricted	Total
A) As of 2013-14 2nd Interim Revision ("Projected Year Totals")	4,978,787	2,697,503	7,676,290
CHANGES IN REVENUES: (none)			
Contribution changes due to settlements with bargaining units as noted below	(252,688)	252,688	-
B) Total Increases (Decreases) in Revenues	(252,688)	252,688	-
CHANGES IN EXPENDITURES:			
Cost of settlements with bargaining units	(73,764)	334,895	261,131
Increase textbook expenditures (move from 14-15 to 13-14)	490,000		490,000
Reduce CCSS planned expenditures for 13-14; move to 14-15		(613,634)	(613,634)
Adjustments to indirect costs	39,467	(39,467)	-
All other	1,200		1,200
C) Total Increases (Decreases) in Expenditures	456,903	(318,206)	138,697
As of 2014-15 Budget Adoption ("2013-14 Estimated Actuals")	4,269,196	3,268,397	7,537,593
(A+B-C)			

The District's 2014-15 Adopted Budget

LCFF Sources

For the 2014-15 Adopted Budget, revenue from LCFF sources increases by \$7,913,111 as follows:

Increase in LCFF state aid as projected in the FCMAT LCFF simulator, with a COLA adjustment of 0.85%, gap funding of 28.06%, ADA of 7266	\$7,652,666
Increase in property tax allocation from Special Education Local Plan Area (SELPA)	<u>263,121</u>
Total Revenue Limit Sources	<u>\$ 7,915,787</u>

Included in revenues from LCFF sources is the allocation to the Educational Protection Act Fund ("EPA") in the amount of \$8.3 million. This is a component of existing funding and is accounted for in a separate, but unrestricted resource code. In addition, The LCAP legislation and regulations require districts to compute that portion of their LCFF funding that is due to the concentration and supplemental grant portion of the LCFF law. These components are derived from the District's percentage of low income and English learner students. This calculation is referred to as the "proportionality" measure and for 2014-15, the amount is estimated to be \$5.3 million.

Federal Revenues

Year to year changes in Federal revenues are summarized in the table below:

First prior year 2013-14	\$ 4,526,311
Budget year 2014-15	
Remove deferred income carryovers	<655,779>
Adjust estimated award amounts, Migrant program	<160,742>
Remove AP test fees, these will be re-budgeted in 14-15 when actually received	<u><33,660></u>
Total Federal Revenues, budget year 2014-15	\$ <u>3,676,130</u>

State Revenues

Year to year changes in State revenues are summarized below:

First prior year 2013-14	\$ 7,879,102
Budget year 2014-15	
Adjust estimated award amounts	
Special Ed	429,713
Special Ed Mental Health funding	436,547
QEIA (funding is based on enrollment at SMHS)	42,100
Mandate Block Grant (based on ADA)	3,012
Common Core State Standards (CCSS), funding was one-time in 2013-14	<1,534,551>
Agricultural Incentive Grant, funding eliminated and rolled into LCFF	<73,232>
Lottery	<70,131>
Miscellaneous other	<u><102></u>
Total State Revenues, budget year 2014-15	\$ <u>7,112,458</u>

Other Local Revenues

Year to year changes in Other Local Revenues are summarized in the table below:

First prior year 2013-14	\$1,103,784
Budget year 2014-15	
Eliminate revenue from insurance reimbursement, bus accident	<195,024>
Special Ed LCI funding eliminated	<121,322>
PG&E rebate income eliminated	<114,662>
Special Ed Program Specialist funding eliminated	<56,284>
Miscellaneous other	<u>1,056</u>
Total Local Revenues, budget year 2014-15	\$ <u>617,548</u>

Salaries, Wages, & Benefits

For the Budget year, expenses for Salaries, Wages, and Benefits, as compared to the 2013-14 Estimated Actuals, **increase by \$6,920,789**, and include the following:

- Step and column costs for all employees amount to an increase of \$670,563 (Certificated \$508,219; Classified \$119,164; Management and Confidential \$43,180).
- Salary schedule and benefit adjustments for all employees in compliance with contractual provisions, totaling \$2,691,135, as follows:
 - Certificated, 5% effective July 1, 2014 plus 1% effective January 1, 2015, \$1,844,378
 - Classified, 3% effective July 1, 2014, increase in longevity pay, increased District contribution to health plan, total value 4.93%, \$638,816
 - Management and confidential, 3% effective July 1, 2014, increased contribution to health plan, total value 4.93%, \$207,941
- Certificated staffing increases by a total of 35.2 FTE's amounting to \$3,153,731 as follows:
 - Support for bell schedule change and maintaining compliance with class size requirements in the QEIA program and SMHS, 12.0 FTE's, \$1,115,428
 - Additional teachers for increased services to the District's English learners, as noted in the LCAP, 9.4 FTE's, \$867,815
 - Additional counselors to support student learning, as noted in the LCAP, 8.0 FTE's, \$743,619
 - Other staffing additions for enrollment and increased student needs, 5.8 FTE's, \$609,390
 - Increased substitute teacher costs due to increase in FTE's, \$15,302
 - Savings from retirees being replaced by new teachers with lower placement on the salary schedule, <\$197,823>. These savings are based on the assumptions that retirees will continue their same health plan coverage from when they were active employees, and that all replacement employees will enroll in two-party health coverage. This figure will be adjusted when the District next revises its budget in the fall.
- Classified staffing decreases by 0.92 FTE's, totaling \$151,943 as follows:
 - Reduce guidance technicians, 7.0 FTE's, <\$344,212>
 - Increase special education instructional aides, 2.7 FTE's, \$86,230
 - Increase bilingual instructional aides to support increased services for the District's English learners, as noted in the LCAP, 3 positions, 2.25 FTE's, \$67,122
 - New position of Facilities Maintenance Technician, 1.0 FTE, \$63,890
 - Adjustments for bus driver routes, increase of 0.13 FTE, \$26,395
 - Savings from positions contained in prior year, not budgeted in current year <\$51,368>
- Management and confidential staffing increases by 1 FTE, or \$104,922, for a new position, Assistant Director of Human Resources.
- The District offered an early retirement incentive in the 2013-14 year. The first installment payment due to the eligible retirees accounts for an increase of \$405,833.
- The District budgets for post-retiree health benefits on a pay as you go basis. Based upon the number of retirees who are currently eligible for benefits, the provision for retiree health benefits increases by \$206,670.
- All other changes not detailed above net to a decrease of <\$160,122>. These are expenses for summer school and other extra hour assignments which will be budgeted when known and approved, and are usually offset against a site or departmental allocation.
- Statutory benefit rates where known have been adjusted in the budget year:
 - Unemployment Insurance, unchanged at 0.5%
 - Workers' Comp, increases from 1.713% to 2.459%

- PERS increases from 11.442% to 11.771%
- STRS remains unchanged at 8.25%. Note, however, that the May Revised Budget proposed increases for employers, employees, and the State. Nearly before the ink was dry on that proposal, legislative committees put forth their own alternative proposal. Unlike the PERS rate which is set by the PERS board, changing the STRS rate will require legislative action.

Books and Supplies, Services, Capital Outlay

For the Budget year, Books and Supplies, Services, and Capital Outlay, as compared to the 2013-14 Estimated Actuals, **decrease by <\$1,093,309>**, as follows:

- Amounts which are one time in nature are eliminated in the budget year. These total \$4,493,399 and are as follows:
 - Site, department, MAA and Tier III carryovers \$ 436,456
 - Staff computer replacement 50,000
 - Unused prior yr (2012-13) grant award carryovers 676,259
 - Prior yr ending balance carryovers 648,970
 - Capital & facility improvement projects (JCI Energy improvement, Dell network servers, security cameras, CCSS wireless access work, two buses, various paving items) 2,192,570
 - Other non-recurring items (DHS 1:1 device pilot project, textbooks) 489,144
- After accounting for projected salary, wage, and benefit expenditures in restricted categorical programs, amounts available for supplies and services **decrease** by \$104,811 in order to budget total expenditures equal to total resources available. Any 2013-14 award amounts remaining unspent, or any ending balances that result when the District closes its books on the 2013-14 school year, will then be added back to the budget for the District's 2014-15 1st Interim Budget Revision in December.
- Expenses for site budgets increase by \$50,812 which includes a \$5 increase in the per-pupil amount, and an augmentation of an additional \$10,000 to each comprehensive high school site for ASB support.
- An analysis of expenses and projected increases in utility rates account for an increase of \$120,352 in the budget year.
- Expenses for district support services increase by \$139,694 in the budget year. Major components of this increase are:
 - Information technology, for increased costs associated with software licenses and hardware maintenance contracts 102,495
 - License cost for County Financial System replacement 69,330
 - Eliminate cost for contracted negotiation services <31,500>
 - All other items <631>
- Expenses for special education increase by \$1,050,131 in accordance with allocations contained in the SELPA funding model. This is due to an additional 20% for regional program costs as the SELPA completes the phase-in of 100% pay as you go charges for regional programs. Also included in this amount is an increase in Mental Health funding and associated expense.

- Expenses associated with the District's LCAP plan amount to an increase of \$2,143,913 and include the following:
 - Provide resources to improve staff development (Goal 1) 85,000
 - Cultural proficiency training (Goal 2) 100,000
 - Expand implementation of one-to-one devices (Goal 5) 1,514,620
 - Increase safety resource officer coverage and security equipment (Goal 6) 119,293
 - Increase services to English learners by expanded Read180 program (Goal 7) 300,000
 - Increase services to foster youth (Goal 8) 25,000

Other Outgo

- All Other Outgo **decreases by <\$280,496>** of which \$9,677 is attributable to revised indirect costs and \$270,819 is attributable to required debt service payments.

Note regarding QEIA

Except for salaries, wages, and benefits, and adjustments to indirect costs based on the District's approved rate for 2014-15, no changes have been made in the QEIA budget since the District's 2013-14 2nd Interim Revised Budget. The final funding year for QEIA is 2014-15 and there is projected to be sufficient carryover funds to operate the program, at reduced levels, in subsequent years. These are noted in the District's narrative for the Multi-Year Projection, which follows.

Santa Maria Joint Union High School District			
2014/15 ADOPTED BUDGET- MULTI YEAR PROJECTION - GENERAL FUND			
	2014/15	2015/16	2016/17
	Total	Total	Total
Current year enrollment	7,727	7,781	7,776
Projected Actual ADA	7266	7316	7312
Projected Funded ADA (greater of curr or prior yr)	7266	7316	7316
Beginning Balance	7,537,595	4,599,456	9,143,685
Revenues			
LCFF Sources	62,469,158	69,291,407	72,509,448
Federal Revenues	3,676,130	3,676,130	3,676,130
State Revenues	7,112,458	4,865,346	4,640,458
Local Revenues	622,548	511,276	511,276
Total Revenues	73,880,293	78,344,159	81,337,312
Expenditures			
1000 Certificated Salaries	34,953,444	33,655,296	33,311,676
2000 Classified Salaries	12,386,503	12,475,407	12,528,332
3000 Employee Benefits	14,454,082	14,121,336	13,825,261
4000 Books & Supplies	5,340,633	4,271,356	3,861,056
5000 Services and Other Operating	8,866,572	8,438,767	8,213,879
6000 Capital Outlay	205,395	205,395	205,395
Other Outgo, debt service, State Sp. School	393,906	414,476	433,421
Direct Support/Indirect Cost	(157,102)	(157,102)	(157,102)
Total Expenditures	76,443,433	73,424,930	72,221,918
Operating Surplus/(Deficit)	(2,563,139)	4,919,229	9,115,394
Transfers In	-	-	-
Transfers Out	(375,000)	(375,000)	(375,000)
Other Financing Sources/(USES)	-	-	-
Encroachment contributions	-	-	-
Increase (Decrease) in Fund Balance	(2,938,139)	4,544,229	8,740,394
Ending Fund Balance	4,599,456	9,143,685	17,884,079
Components of Ending Fund Balance			
Nonspendable (revolving cash, stores, prepaid exp, CSEA Health Ben	123,694	123,694	123,694
Reserved for economic uncertainties	2,304,553	2,213,998	2,177,908
Restricted programs ending balances	1,212,071	627,954	626,403
Unappropriated amount, General Fund 01	959,138	6,178,039	14,956,074

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All on-going sources of Revenues and Expenditures from the 2014/15 Adopted Budget are assumed to continue at the same level for the next two years with the following adjustments:

REVENUES

LCFF Revenue Sources

- In accordance with the Governor's May Revise Proposal, using the FCMAT LCFF simulator tool and revised factors for COLA and gap funding, the 2015/16 year estimated LCFF entitlement per ADA is \$9,293, resulting from projected funded ADA of 7316, COLA for the base grant of 2.19%, and gap funding of 30.39%. This results in an **increase** from 2014/15 of \$6,822,249 in LCFF Revenue Sources.
- For 2016/17, the estimated LCFF entitlement per ADA is \$9,733, resulting from projected funded ADA of 7316, COLA for the base grant of 2.14%, and gap funding of 19.50%. This results in an **increase** from 2015/16 of \$3,218,041 in LCFF Revenue Sources.

Federal Revenues are projected to remain unchanged in the subsequent years.

State Revenues

- For 2015/16, State Revenues **decrease** by \$2,247,112. There is a \$94,888 increase for Prop 39, California Clean Energy. The final year of funding for the QEIA program is the budget year of 2014/15, so \$2,342,000 is eliminated.
- For 2016/17, the funding for Prop 39, California Clean Energy, in the amount of \$224,888, is eliminated.

Local Revenues include interest earnings, facility use fees, and a variety of reimbursements and fee-for-service programs. Beginning in 2015/16, Local revenues decrease by \$111,272 due to the phase out of payments through SELPA LCI payments (\$31,272), and elimination of the CAPP Grant program (\$80,000).

EXPENDITURES

Salaries, wages and benefits:

- Step and Longevity increases for all employees of \$637,430 for 2015/16 and \$519,759 for 2016/17.
- An increase of approximately 2.0 FTE's, accounting for \$148,822 in 2015/16 resulting from an increase in enrollment of 54 students. There is no provision in 2016/17 for changes in FTE since the projected change in enrollment is only 5 students.
- In accordance with the District's LCAP plan, in 2015/16 there is an increase of 5 FTE's; four (4) counselors and one (1) AVID teacher; at a total cost of \$480,000. In 2016/17 another 1 FTE for an additional AVID teacher is added at a cost of \$80,000.
- The District annually projects attrition of 5.0 Certificated FTE's from retirements. The salary and benefit savings from these retirements, offset by salary and benefit costs for replacement employees, and continuing health benefits for the retirees, results in a net decrease of \$99,050 in 2015/16 and again in 2016/17.
- Based on an actuarial study of the District's OPEB liability, the provision for the retiree health benefits decreases by \$17,364 in 2015/16, then increases by \$51,621 in 2016/17. Audit and financial reporting guidelines require updating the actuarial study bi-annually; the next update will be on census data as of July 1, 2014 at which time it is anticipated that there will be significant increases in the District's OPEB liability due to the large number of retirees from the 2013/14 year.
- In 2013/14 the District offered an early retirement incentive program, and eligible participants could choose to take the payout of \$50,000 in installments varying from two to five years. The first installment due, in the amount of \$405,833, has been included in the budget year. The second installment due in 2015/16 is for the same amount. In 2016/17 it decreases by \$300,000.

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- The final year of funding for the QEIA program is 2014/15. Thereafter, reductions are needed to the extent of projected carryover funds available. These amount to \$2,691,828 in 2015/16, and \$839,098 in 2016/17.
- In total, costs for salaries, wages, and benefits **decrease** from 2014/15 to 2015/16 by \$1,541,990 and **decrease** from 2015/16 to 2016/17 by \$586,769.
- PLEASE NOTE: There are no COLA increases for salaries and benefits included in 2015/16 or 2016/17 as these are subject to negotiations.

Supplies, Services, and Capital Outlay

- The provision for allocations to school sites from the general fund, which is based on estimated ADA, increases by \$3,750 in 2015/16 and decrease by \$300 in 2016/17.
- There are several items of expense associated with the District's LCAP plan that occur in the budget year, but are not the same in the subsequent years. These include:
 - Purchase of one-to-one devices, decrease by \$1,400,000 in 2015/16 (to \$700,000) and remain the same thereafter.
 - Equipment and computers for a staff development center, decrease by \$30,000 (to \$10,000) in 2015/16, and then eliminated (additional decrease of \$10,000) in 2016/17.
 - Contract with School Innovation to provide training resources for the district continues unchanged from the budget year to 2015/16, but is eliminated (a decrease of \$45,000) in 2016/17.
 - Expansion of the Read 180 curriculum for the District's English learners, in the amount of \$300,000 is a one-time expense in the budget year.
- Amounts in the budget year for Common Core State Standards professional development are eliminated in subsequent years, a decrease of \$35,000.
- Amounts totaling \$170,095 for books, supplies, and services in the budget year for the QEIA program are eliminated in the subsequent years as this program is no longer funded.
- Expenses for Prop 39 Clean Energy program increase in accordance with projected funding, by \$94,888 (for a total of \$224,888) in 2015/16, and then are eliminated in 2016/17 (a decrease of \$224,888).
- The District budgets for election expenses every other year, coinciding with the November General Elections in even-numbered years. For the budget year, there is a provision of \$45,000, none in 2015/16, and \$45,000 in 2016/17.
- In connection with implementation of a new financial system at the County Education Office, it is necessary to upgrade business staff computers. In the budget year, this is a one-time expense of \$9,100 that is eliminated in subsequent years.
- The District has been budgeting for student football helmet refurbishment for many years. Helmets deemed unsafe to refurbish are replaced. However there is a 10 year age limit for such helmets and it is estimated that it will cost \$400,000 to replace all student athlete football helmets in 2015/16. This is an increase of \$393,475 over amounts in the budget year. This planned expense is one-time in nature for the 2015/16 year, and is eliminated in 2016/17 (a decrease of \$400,000).
- Capital Outlay expenses in the budget year represent amounts for necessary facilities improvement or deferred maintenance projects and technological replacements. Expenses for capital outlay remain unchanged in the subsequent years, and are subject to revision should the need arise.
- In total, expenditures for supplies, services, and capital outlay decrease by \$1,497,082 in 2015/16 and decrease by \$635,188 in 2016/17.

Other Outgo reflects the District's required principal and interest payments for debt service. This amount increases by \$20,570 in 2015/16 and increases by \$18,945 in 2016/17.

Other Financing Uses represent monies transferred to the District's Deferred Maintenance fund. State funding for Deferred Maintenance has been "rolled" into the LCFF and there is no longer a separate apportionment to districts for Deferred Maintenance. However, maintaining facilities in good repair is one

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requirement of the LCAP plan. This transfer out remains unchanged from the budget year, to the subsequent years, at \$375,000 per year.

PLEASE NOTE: This projection is based on assumptions and factors from existing current law, as well as proposals contained in the Governor's May Revise Budget. The Legislature has yet to take action on the Governor's proposal, so some or all of the factors and assumptions used may change when the state budget is officially adopted into law. If any of the factors or assumptions used are significantly different when the state budget is officially adopted into law, the District will have a 45-day period to adjust its budget accordingly. Otherwise, the next budget revision for the District will be the "First Interim Revised Budget" based on actual results through October 31, and required to be presented to the Board on or before December 15.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
AGREEMENT for SERVICES of
ASSISTANT SUPERINTENDENT of BUSINESS SERVICES

This Agreement for Services as Assistant Superintendent of Business Services, for the Santa Maria Joint Union High School District (hereinafter referred to as "District") is made and entered into on **June 11, 2014**, by and between the Board of Education of the Santa Maria Joint Union High School District (hereinafter referred to as the "Board"), and Yolanda Ortiz, (hereinafter referred to as the "Assistant Superintendent"). The term "Agreement" refers to this Agreement. The Board and the Assistant Superintendent, for consideration herein specified, agree as follows:

I. TERM OF AGREEMENT

The Board, in consideration of the promises herein contained, hereby offers, and the Assistant Superintendent hereby accepts, employment as Assistant Superintendent for a term commencing **July 1, 2014** and ending June 30, 2018, subject to the terms and conditions hereinafter set forth. The Assistant Superintendent shall also have employment status as a permanent, classified, administrative employee of the District.

II. DUTIES AND RESPONSIBILITIES OF ASSISTANT SUPERINTENDENT

The Assistant Superintendent shall have charge of the administration of the Business Services of the District as listed in the job description, under the direction of the Superintendent.

III. COMPENSATION

A. SALARY

The annual base salary of the Assistant Superintendent shall be one hundred fifty thousand, three hundred thirty five dollars and forty-two cents (\$150,335.42) effective July 1, 2014, payable in twelve (12) equal monthly installments. The Assistant Superintendent shall receive the same cost of living increase granted to other classified management during the term of this Agreement.

B. BENEFITS

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

2. The District shall pay the Assistant Superintendent's membership fees of approximately one thousand five hundred dollars (\$1,500) to appropriate state, national, or local organizations at the Superintendent's discretion.
3. The Assistant Superintendent shall render twelve (12) months of full and regular service during each year of the term of this Agreement. She shall receive all the paid holidays that classified twelve (12) month management employees receive. In addition, the Assistant Superintendent shall be entitled to twenty-four (24) working days vacation per year with full pay during the term of this Agreement or any extensions thereof. Vacation must be taken in the year it is provided, except that paid vacation days may be accrued; however, the total number of accrued vacation days may not exceed thirty-six (36) days during the term of this Agreement or extensions/renewals thereof. Any vacation days in excess of thirty-six (36) as of May 31st of each year shall be paid on or before the end of that fiscal year. If this Agreement is terminated or expires before the earned vacation has been taken, the Assistant Superintendent shall be entitled to receive compensation, at the rate when the vacation was earned, for all accumulated and current vacation that has not been used.
4. Automobile allowances. The District shall provide the Assistant Superintendent an automobile allowance of one hundred and twenty-five dollars (\$125) each month which may be adjusted annually at the option of the Board.
5. The District shall pay the Assistant Superintendent all actual and reasonable expenses incurred in the performance of her duties.

IV. CHANGES IN AGREEMENT

- A. This Agreement may be changed or terminated by the mutual consent of the parties hereto in the manner provided for in Education Code Section 35031.
- B. This Agreement may be amended by Addendum in writing by mutual consent of the Assistant Superintendent and the Board at any time during the period of this Agreement. Each party shall give the other party sixty (60) days notice of any proposed amendment.
- C. Should the Assistant Superintendent become a candidate for employment elsewhere during the term of this Agreement, she shall indicate to the

Board her intention to do so before she formally interviews, and the reasons for taking such action.

- D. The failure of the Assistant Superintendent to follow the procedure set forth in (C) above, relative to employment elsewhere, shall be deemed to be a material breach of this Agreement, and the Board may then terminate this Agreement with the Assistant Superintendent upon at least ninety (90) days written notice.

V. TERMINATION OF AGREEMENT

This employment Agreement may be terminated by:

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

VI. TERMINATION NOT FOR CAUSE

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

VII. GENERAL PROVISIONS

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

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

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

IN WITNESS HEREOF, we affix our signatures to this Agreement this 11th day of June 2014, in Santa Maria, California

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

By: _____
Assistant Superintendent

By: _____
Board President