A. OPEN SESSION/CALL TO ORDER/ANNOUNCEMENT OF CLOSED SESSION TOPICS – 5:30 p.m.

B. CLOSED SESSION – 5:30 p.m.
   1. Student expulsions in five cases (Education Code section 48918[f]).
   2. Collective bargaining matters – discussion with negotiator Jim Shoemake, Assistant Superintendent, Schools and Labor Relations, regarding CSEA Chapter 127 General/Operations support, Chauffeurs/Teamsters Local No. 150 Transportation, Supervisors, Teachers and Certificated Supervisory units; and regarding non-represented groups: management and confidential units (Government Code section 54957.6).

C. RECONVENE OPEN SESSION/PLEDGE OF ALLEGIANCE – 6:30 p.m.

D. APPROVAL OF THE MINUTES – May 14, 2019, regular meeting, pages 2160-2164.

E. ORGANIZATIONS/ANNOUNCEMENTS – 6:35 p.m.
   1. Recognitions (Messer)
      a. Academic Decathlon (Bella Vista High School)
      b. Science Olympiad (Mira Loma High School)
      c. National Science Bowl (Mira Loma High School)
   2. Board-appointed/District Committees
   3. Employee Organizations
   4. Other District Organizations
   5. Closed Session/Expulsion Actions (Government Code section 54957.1)

F. VISITOR COMMENTS – 6:45 p.m.
   Board Bylaw 9323 limits visitor comments to two (2) minutes per speaker, with no more than 30 minutes per single topic. Time will be extended for any speaker who uses an interpreter.

G. CONSENT CALENDAR – G-1/G-14 – 7:15 p.m.
   Action: The administration recommends that the consent calendar, G-1 through G-14 regarding regular business items, be approved. (Any item may be removed for further discussion and separate action following consideration of remaining agenda items.)
   4. Acceptance of the following gifts (# = donor’s est.):
      Arcade Fundamental Middle School: From Joe Green – for athletic equipment: $400.
      Camp Winthers: From Kiwanis Club of Carmichael Foundation – for scholarships: $3,750.
      Laurel Ruff Transition School: From Sacramento Lodge No. 2 Independent Order of Odd Fellows: $1,000.
**Nutrition Services:** From Juan Carlos Pedraza – for payment towards the negative meal balance at Del Paso Manor Elementary School: $67.30.

**Schweitzer Elementary School:** From Schweitzer Parent-Teacher Association – for storage shed: $1,971.

5. *Approval to dispose of surplus property pursuant to board policy 3270 and Education Code sections 17545 and 17546.

6. *Approval to certify that the enrollment for El Sereno Alternative Education School meets the Dashboard Alternative School Status (DASS) program criteria. (Discussed: 05/14/2019)

7. *Approval of the Air Monitoring Site Agreement (Contract No. E2019005) between the Sacramento Metropolitan Air Quality Management District and San Juan Unified School District (SJUSD), for the continued use of Del Paso Manor Elementary School as an air-quality monitoring station.

8. *Approval of the Head Start/Early Head Start grant resolution authorizing the execution of agreement 20C6651S0 between SJUSD and the Sacramento Employment and Training Agency (SETA).


10. *Adoption of Resolution No. 2949 and approval to implement the Impasse Procedures between the SJUSD Head Start/Early Head Start Policy Committee and the SJUSD Board of Education, as required under Title 45 Code of Federal Regulations Part 1304.

11. *Approval of the second amendment to the lease agreement between SJUSD and GTP Acquisition Partners II, LLC for the cell tower site located at 3738 Walnut Avenue, Carmichael, California 95608.

12. *Approval of the California Environmental Quality Act (CEQA) Notice of Exemption for the modernization project at California Montessori Project American River Campus (formerly Littlejohn Elementary School).

13. *Approval of the proposed updates to the SJUSD Use of Facilities Handbook.

14. *Approval of the amendments to the lease agreements for Aim Higher Inc. and United Cerebral Palsy of Sacramento and Northern California at 4640 Orange Grove Avenue, Sacramento, California 95841 effective July 1, 2019 to June 30, 2020.

   *Material provided.

H. CONSENT CALENDAR (continued, if necessary)
   Discussion and action on the items removed from the consent calendar.

I. BUSINESS ITEMS

1. 2018-2019 Standards Implementation Update – 7:20 p.m. (O’Neil)
   Material provided.

   Report: Regarding the progress of implementing California content standards.

2. Golden Valley River School Charter School Renewal Petition – 7:40 p.m. (Flagler)
   Material provided. (Public Hearing: 04/23/2019)


3. Sale of Real Property Located at 7137 Auburn Boulevard, Citrus Heights – 7:50 p.m. (Camarda)
   Material provided. (Discussed: 05/14/2019)

   Action: The superintendent is recommending that the board adopt Resolution No. 2946 and approve the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions Between the City of Citrus Heights and SJUSD for the property located at 7137 Auburn Boulevard, Citrus Heights, California 95610 (APN 211-0020-002).
4. Proposed Revisions to Board Policy 0410 Nondiscrimination In District Programs And Activities – 7:55 p.m. (Simlick)
   Material provided.
   Discussion: Regarding the proposed revisions to Board Policy 0410 Nondiscrimination In District Programs And Activities. Action anticipated: 06/11/2019.

5. Proposed Revisions to Board Policy 5145.3 Nondiscrimination/Harassment – 8:00 p.m. (Simlick)
   Material provided.
   Discussion: Regarding the proposed revisions to Board Policy 5145.3 Nondiscrimination/Harassment. Action anticipated: 06/11/2019.

6. Proposed Revisions to Board Policy 5145.7 Sexual Harassment – 8:05 p.m. (Simlick)
   Material provided.
   Discussion: Regarding the proposed revisions to Board Policy 5145.7 Sexual Harassment. Action anticipated: 06/11/2019.

7. New Board Policy 5145.9 Hate-Motivated Behavior – 8:10 p.m. (Simlick)
   Material provided.

8. New Board Policy 5145.13 Response to Immigration Enforcement – 8:15 p.m. (Simlick)
   Material provided.

9. Proposed Revisions to Board Policy 5146 Married/Pregnant/Parenting Students – 8:20 p.m. (Simlick)
   Material provided.
   Discussion: Regarding the proposed revisions to Board Policy 5146 Married/Pregnant/Parenting Students. Action anticipated: 06/11/2019.

10. District’s Proposal With San Juan Professional Educators Coalition for Successor Contract 2019-2020 – 8:25 p.m. (Shoemake)
    Material provided. (Discussed: 05/14/2019)
    Public Comment/Action: The superintendent is recommending that the board adopt, pursuant to Government Code section 3540 et seq. and district board policy 4243.1, the bargaining interests of the governing board for negotiations with the San Juan Professional Educators Coalition.

11. District’s Proposal With California School Employees Association for Successor Contract 2019-2020 – 8:30 p.m. (Shoemake)
    Material provided. (Discussed: 05/14/2019)
    Public Comment/Action: The superintendent is recommending that the board adopt, pursuant to Government Code section 3540 et seq. and district board policy 4243.1, the bargaining interests of the governing board for negotiations with the California School Employees Association Chapter 127, pursuant to Government Code section 3540 et seq. and district board policy 4243.1.

J. BOARD/STAFF REPORTS – 8:35 p.m.

K. FUTURE AGENDA – 8:45 p.m.
   The board may wish to identify items to be discussed at future meetings and the reason therefore.
L. VISITOR COMMENTS – 8:50 p.m.

B. CLOSED SESSION (continued, if necessary)
   Announcement of topics/announcement of actions.

M. ADJOURNMENT – 8:55 p.m.

The Board of Education welcomes and encourages the public’s participation at the board meetings and has devoted time throughout the meeting for that purpose. You may comment on items included on this agenda; however, we ask that you limit your comments to two (2) minutes so that as many people as possible may be heard (Education Code section 35145.5, Government Code section 54954.3). When an item indicates “material provided,” the additional information is available prior to the meeting in the Information and Communication Office, 3738 Walnut Avenue, Carmichael, (916) 979-8281, or on the district website at www.sanjuan.edu.

A person with a disability may contact the Board of Education office at (916) 971-7111 or e-mail stephanie.cunningham@sanjuan.edu at least 48 hours before the scheduled board meeting to request receipt of an agenda and other distributed writings in an appropriate alternative format or to request disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public board meeting.

NOTE: The times indicated are approximate.
San Juan Unified School District
Board of Education
3738 Walnut Avenue, Carmichael, California 95608

Board of Education Minutes
May 14, 2019

Regular Meeting
Board of Education
5:30 p.m.

Call to Order (A)
The May 14 regular meeting was called to order by the president, Pam Costa.

Roll Call
Present:
Pam Costa, president
Paula Villescaz, vice president
Michael McKibbin, Ed.D., clerk
Zima Creason, member
Saul Hernandez, member

Recess: Closed Session (B)
The meeting was immediately recessed, with the board convening in closed session to consider a student expulsion in one case (Education Code section 48918[f]); to conference with Real Property Negotiators (Government Code section 54956.75) — property: 7137 Auburn Boulevard, Citrus Heights, California 95610 (APN 211-0020-002); agency negotiator: Frank Camarda, assistant superintendent of Operations, Facilities and Transportation; negotiating parties: San Juan Unified School District (SJUSD) and City of Citrus Heights; under negotiation: price and terms of payment — and to discuss with negotiator Jim Shoemake, assistant superintendent, Schools and Labor Relations, regarding CSEA Chapter 127 General/Operations support, Chauffeurs/Teamsters Local No. 150 Transportation, Supervisors, Teachers and Certificated Supervisory units; and regarding non-represented groups: management and confidential units (Government Code section 54957.6).

Reconvene Open Session/Pledge of Allegiance (C)
At 6:30 p.m., four members of the Del Campo High School Air Force Jr. ROTC led the group in the Pledge of Allegiance.

Minutes Approved (D)
It was moved by Ms. Villescaz, seconded by Ms. Creason, that the minutes of the April 23 regular meeting be approved. MOTION CARRIED UNANIMOUSLY [Costa, Villescaz, McKibbin, Creason, Hernandez].

Recognition: Classified School Employee Week (E-1a)
It was moved by Dr. McKibbin, seconded by Ms. Villescaz, to adopt Resolution No. A-387 proclaiming May 19-25 as Classified School Employee Week. MOTION CARRIED UNANIMOUSLY [Costa, Villescaz, McKibbin, Creason, Hernandez].

High School Student Council Reports (E-2)
High School Student Council representatives Anna Burkhart and Makayla Stepp from Mesa Verde High School and Stella Chamness from Rio Americano High School updated the board on goals, activities and achievements at their respective schools.

Closed Session/Expulsion Actions (E-6)
Dr. McKibbin reported that the board voted unanimously to accept a hearing panel’s recommendation of one expulsion in case number M-24 [Costa, Villescaz, McKibbin, Creason, Hernandez].
Visitor Comments (F)
Rommy Aldelani spoke regarding the visual arts program at El Camino Fundamental High School.

Emily Aldelani expressed her support for photography and other visual arts classes at El Camino Fundamental High School.

Dusti Branechi shared her concerns regarding the reduction in the number of sections of visual arts classes at El Camino Fundamental High School for next school year.

Jillayne Antoon, Director of Growth and Community Engagement for Rocklin Academy Family of Schools, submitted a charter school petition application for American River Collegiate Academy.

Frances Kassouni spoke regarding the Armenian refugee crisis, stating she has an initiative to help aid refugee students.

Cindy Buckhammer expressed her thoughts regarding the need for higher wages for instructional assistants.

Lorreen Pryor requested clarification of district policies related to an incident at San Juan High School.

Consent Calendar Approved (G-1/G-10)
It was moved by Mr. Hernandez, seconded by Ms. Villescaz, that the consent calendar items G-1 through G-10 be approved. MOTION CARRIED UNANIMOUSLY [Costa, Villescaz, McKibbin, Creason, Hernandez].

Personnel (G-1)
Appointments, leaves of absence, separations and job description/salary range change — approved as submitted.

Purchasing Report (G-2)
Change orders, construction and public works bids, piggyback contracts and bids/RFPs — approved as submitted.

Business/Financial Report (G-3)
Notices of completion, quarterly investment report and warrants and payroll — approved as submitted.

Gifts (G-4)
Acceptance of gifts to Camp Winthers, Deterding Elementary School, Early Childhood Education, El Camino Fundamental High School, Lichen Elementary School and SJUSD.

Disposal of Surplus Property (G-5)
Approval to dispose of surplus property pursuant to board policy 3270 and Education Code sections 17545 and 17546.

New High School Courses for 2019-2020 (G-6)
Approval of the following new high school courses for 2019-2020: Advanced Floral Design (Career Technical Education [CTE]); Agribusiness Management and Marketing (CTE); American Sign Language 2; American Sign Language 3; American Sign Language 4; Advanced Placement (AP) Human Geography; BUILD Entrepreneurship (CTE); Business Economics/Entrepreneurship (CTE); Changing Hearts and Minds – English and Digital Media Arts; Depth of Field: Exploring Identity Through Literature and Video Production; Designing the American Dream – English 11 and Media Arts; Entrepreneurship (CTE); Exploring Computer Science (CTE); Get Reel: English Through Your Lens; International Baccalaureate (IB) Math: Analysis High Level (HL) (Year 1); Math Foundations Workshop; Transition to Quantitative Reasoning (TQR); World History by Design (CTE).

Renaming of UnSchool to Meraki High School (G-7)
Approval to rename the UnSchool to Meraki High School.

New Board Policy 3230 – Federal Grant Funds (G-8)
Adoption of new Board Policy 3230 – Federal Grant Funds.

Revisions to Board Policy 1312.3 – Uniform Complaint Procedures (G-9)
Approval of revisions to Board Policy 1312.3 – Uniform Complaint Procedures.

Career Technical Education 2019 Advisory Committee Membership Roster (G-10)
Approval of the Career Technical Education 2019 Advisory Committee Membership Roster.
Innovative Schools/Dyer-Kelly Elementary School Update (I-1)
Assistant Superintendent of Elementary Education Melissa Bassanelli, and members of the Dyer-Kelly staff provided an overview of the work to date on the innovative pilot project at Dyer-Kelly Elementary School, which focuses on academic language development for all students and includes the use of a co-teaching model within the English language art block, the implementation of newcomer classes and the implementation of teacher professional development and collaboration around co-teaching practices and English language development keystone pedagogical practices. The program is finishing the first year of a three-year pilot. Ms. Bassanelli presented the 2017-2018 school data. Principal Cassie Bennett Porter discussed the innovative co-teaching model, professional learning and the in-progress success indicators. Teacher Anisa Amani shared her experiences as a third-grade co-teacher. Teacher Sunny Carder provided details on the newcomer classes. San Juan Teachers Association (SJTA) Executive Director Shannan Brown spoke about the systems of support related to the site leadership team and sponsorship team. Teacher Heather LaRue shared stories of success related to the new model. Ms. Bassanelli concluded by explaining that the school is finishing its first year of the three-year pilot program and reviewed next steps.

Early Elementary Literacy Update (I-2)
Assistant Superintendent of Elementary Education Melissa Bassanelli, Director of Elementary Education Cris Petroni, Principal of Mariemont Elementary School Beth Wahl, and Principal of Starr King K-8 Greta Scholtes provided the board with an update on the transitional kindergarten (TK)-second-grade literacy initiative and a brief overview of the literacy work in process at the elementary and K-8 schools, which focuses on the guided-reading model and includes professional learning for both teachers and administrators and the purchase of leveled classroom libraries and school-site book rooms. Ms. Bassanelli reviewed the data. Ms. Petroni spoke regarding the partnership with Scholastic, including book rooms, classroom libraries and coaching. Ms. Wahl shared examples of guided reading at Mariemont Elementary School. Ms. Scholtes discussed data-driven small group and individual instruction at Starr King K-8. Ms. Bassanelli presented the 2018-2019 data, discussed the effects of summer learning loss and reviewed next steps.

Ms. Villescaz inquired if there could be a public awareness–type campaign regarding the summer learning loss so families are aware of available resources. Ms. Bassanelli confirmed that many schools have their own summer outreach challenge programs. Dr. McKibbin asked if the effect of the summer learning loss is tracked. Ms. Bassanelli explained there would be further collection and analysis of summer learning loss data. Ms. Creason suggested enlightening families about summer learning loss and asking students what motivates them to read. Ms. Costa suggested sharing the video The Statisticks Zip Code with school sites, and she expressed support for elementary summer learning opportunities but acknowledged they may not be possible for all families.

Instructional Materials Adoptions: AP Human Geography and Mathematics (I-3)
Ms. Schnepf presented the topic. There being no questions from the board, it was moved by Dr. McKibbin, seconded by Ms. Creason, to approve the Report IIs related to the new instructional materials adoptions for AP Human Geography and Mathematics. MOTION CARRIED UNANIMOUSLY [Costa, Villescaz, McKibbin, Creason, Hernandez].

El Sereno Alternative Education School Eligibility for Dashboard Alternative School Status (DASS) Program (I-4)
Assistant Superintendent of Secondary Education Rick Messer presented the topic for discussion and explained that by certifying that the enrollment for El Sereno Alternative Education School meets the DASS program criteria, it allows the use of modified methods of measurement for the indicators in the California School Dashboard to evaluate the success or progress of schools that serve high-risk students. Action was scheduled for May 28.

Sale of Real Property Located at 7137 Auburn Boulevard, Citrus Heights (I-5)
Assistant Superintendent of Operations, Facilities and Transportation Frank Camarda presented the topic for discussion. Mr. Camarda explained that over the past year the district has been in negotiations with the City of Citrus Heights regarding the sale of an 11.44-acre portion of the Sylvan Middle School property located at 7137 Auburn Boulevard, Citrus Heights,
CA, APN 211-0020-002. Mr. Camarda stated the sales price is $3.43 million and the proceeds will be earmarked for the building fund and will be useable for capital facilities improvement only. Mr. Camarda answered questions from the board.

Ms. Creason asked if the sales price was the same as the appraised value. Mr. Camarda stated yes. Ms. Villescaz inquired about necessary space to allow future growth of the school. Mr. Camarda explained that a portion of the original parcel is being retained in order to accommodate possible future projects at the school. Dr. McKibbin asked for clarification about the disposition of the proceeds. Mr. Camarda reaffirmed that there are limitations on how the proceeds can be spent and the funds will be deposited into the building fund for capital facilities improvements only. Mr. Hernandez asked if the athletic fields in the front corner would be impacted. Mr. Camarda explained there may be a small impact on the front fields, mainly from a parking perspective, but none of the fields in the back will be affected. Action was scheduled for May 28.

**Contract Award for LAN Switches to CDW-G (I-6)**

Assistant Superintendent of Operations, Facilities and Transportation Frank Camarda presented the topic. Mr. Camarda defined public contract code section 20118.2 and explained the justification in awarding the contract for LAN switches to CDW-G. Mr. Camarda answered questions from the board.

It was moved by Mr. Hernandez, seconded by Dr. McKibbin, to adopt Resolution No. 2947, supported by written findings, and award the contract for procurement of LAN switches to CDW-G. MOTION CARRIED UNANIMOUSLY [Costa, Villescaz, McKibbin, Creason, Hernandez].

**Presentation of the District’s Proposal With San Juan Professional Educators Coalition for Successor Contract 2019-2020 (I-7)**

Assistant Superintendent of Schools and Labor Relations Jim Shoemake presented the bargaining interests of the governing board for negotiations with the San Juan Professional Educators Coalition, pursuant to Government Code section 3540 et seq. and district board policy 4243.1. There being no questions from the board, action was scheduled for May 28.

**Presentation of the District’s Proposal With California School Employees Association for Successor Contract 2019-2020 (I-8)**

Assistant Superintendent of Schools and Labor Relations Jim Shoemake presented the bargaining interests of the governing board for negotiations with the California School Employees Association, Chapter 127, pursuant to Government Code section 3540 et seq. and district board policy 4243.1. There being no questions from the board, action was scheduled for May 28.

**Board/Staff Reports (J)**

Assistant Superintendent of Schools and Labor Relations Jim Shoemake shared track and field and wrestling data related to the increase in participation in the middle grades athletics programs, which is a goal in the Local Control and Accountability Plan. Mr. Shoemake also described how the work of the middle school athletic director and middle school athletic administrators has helped prepare eighth-grade students to become high school student-athletes and has also reaffirmed student connections to their school and a caring adult.

Dr. McKibbin reported that some of the events he recently attended included the middle grades track meet, where the stands were completely full; the presentation of the film Intelligent Lives, which was an amazing film about special education; and the public safety luncheon, which was an impressive event represented by our Safe Schools department.

Ms. Villescaz shared that she will be joining PRIDE PAK for the SacPride March on June 9 and invited others to attend.

Ms. Creason reported that she has been visiting as many schools sites as possible before summer break commences; that she attended the California State Seal of Biliteracy ceremony, which was hosted by SCOE and celebrated students who are literate in two or more languages; that she and other board members attended the AVID Senior Celebration; and that she met with high school librarians to hear about their work.

Mr. Hernandez stated the he and other board members attended the Crystal Apple Awards, where high school teachers were nominated by students, and he was also the keynote speaker.

Ms. Costa shared that she and Dr. McKibbin both attended Kids Art, where students and teachers celebrated their love of art, and the System of Professional Growth celebration, where powerful stories were shared by teachers who experienced the program and appreciated the recognition; and she also attended a recent meeting of the Carmichael Kiwanis Club, where a check for Camp Winthers scholarships was presented and teacher grants were awarded.
Future Agenda (K)
No items were added to the future agenda.

Adjournment (M)
At 8:38 p.m., there being no further announcements or business, the regular meeting was adjourned.

Pam Costa, President                             Kent Kern, Executive Secretary

Approved: _________
:sc
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: E-1(a)
MEETING DATE: 05/28/2019

SUBJECT: Sacramento County Academic Decathlon Recognition
Bella Vista High School

DEPARTMENT: Division of Teaching and Learning

CHECK ONE:
For Discussion: ☐
For Action: ☐
Report: ☐
Workshop: ☐
Recognition: ☒
Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending that the board recognize the Bella Vista High School Academic Decathlon team for taking top honors at the 39th annual Sacramento County competition. The team advanced to the state finals, which were held March 22-23 in Sacramento.

RATIONALE/BACKGROUND:
On February 2, 2019, hundreds of students, teachers and community volunteers gathered at Folsom High School for the 39th annual Sacramento County competition. Bella Vista’s team earned its 26th Sacramento County title this year and dominated the competition.

Hundreds of Sacramento County high school students—along with students from Placer County—competed in this year’s County Academic Decathlon. Twenty-nine teams participated, including three from Placer County and four from Butte County. The Placer and Butte counties teams competed amongst themselves and were scored separately.

Each Decathlon team is comprised of nine high school students—three with “A” grade averages, three with “B” averages, and three with “C” averages—who compete against those with the same grade point average. Coaches are local high school teachers. Decathletes not only improve their academic achievement but learn about teamwork, goal-setting, planning and leadership.

The team is coached by Geni Aymeric, a teacher at Bella Vista High School, and Jenny Cheng, a teacher at Thomas Edison Language Institute. The team members are Guy Scangarello, Clay Emory, Matt Landuyt, Jake Clausen, Zach Kerkhoff, Wyatt Johnsen and Will Gustafson; they were led by team leaders Evan Shen and Quinn Campbell.

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget: $ N/A
Additional Budget: $ N/A
Funding Source: N/A
Current Year Only ☒ On-going ☐

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A Strategic Plan: N/A

PREPARED BY: Rick Messer, Assistant Superintendent, Secondary Education

APPROVED BY: Kent Kern, Superintendent of Schools
ACTION REQUESTED:
The superintendent is recommending that the board recognize the Mira Loma High School Science Olympiad Team for the first-place finish in the 2019 Northern California Science Olympiad.

RATIONALE/BACKGROUND:
Mira Loma High School placed first in the Sacramento Regional Science Olympiad. For the Science Olympiad competition, schools form teams of 15 students that prepare, study and practice for 23 individual and team events that encourage learning in biology, earth science, chemistry, physics, problem solving and technology.

The NorCal State Science Olympiad was held April 6, 2019, at California State University, Stanislaus in Turlock. Mira Loma High School finished in first place in the Northern California finals of the Science Olympiad competition. This marks the sixth year in a row that Mira Loma has placed first in the competition. Mira Loma will move on to the national tournament that will be held June 1, 2019, at Cornell University in Ithaca, NY.

The Mira Loma team is coached by teachers Scott Martinez, Mark Porter and Rochelle Jacks.

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget: $N/A
Additional Budget: $N/A
Funding Source: N/A
Current Year Only ☒ On-going ☐

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Rick Messer, Assistant Superintendent, Secondary Education

APPROVED BY: Kent Kern, Superintendent of Schools
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: E-1(c)
MEETING DATE: 05/28/2019

SUBJECT: Mira Loma 2019 National Science Bowl Award

DEPARTMENT: Division of Teaching and Learning

CHECK ONE:
For Discussion: ☐
For Action: ☐
Report: ☐
Workshop: ☐
Recognition: ☒
Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending that the board recognize the Mira Loma Science Bowl team for taking high honors at 2019 Northern California Science Bowl.

RATIONALE/BACKGROUND:
In late February, Mira Loma High School’s Science Bowl team took top honors in the Sacramento Regional Science Bowl. The US Department of Energy’s National Science Bowl began in 1991. The purpose of the Science Bowl is to encourage students to excel in mathematics and science and to pursue careers in these fields.

Mira Loma High School placed first in the Sacramento regional competition and moved on to be one of the 61 teams competing in the National Science Bowl in Washington, DC. Mira Loma was one of 16 teams to move into the national finals and ended up placing 7th in the overall competition. The team earned $1,000 for the school’s science department. Mira Loma High School has previously won the National Science Bowl competition five times, which is more than any other school in the United States. In addition, Mira Loma has competed in the National competition 23 times in the history of Science Bowl, which is also more than any other school in the United States.

The National Science Bowl brings together thousands of middle and high school students from across the country to compete in a fast-paced question-and-answer format where they solve technical problems and answer questions on a range of science disciplines, including biology, chemistry, earth and space science, physics and math.

Mira Loma Science Bowl team is coached by teacher James Hill, who has taken 20 teams to the National Science Bowl, which is more than any other coach in the United States.

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:  
Current Budget: $ N/A
Additional Budget: $ N/A
Funding Source: N/A
Current Year Only ☒ On-going ☐

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A Strategic Plan: N/A

PREPARED BY: Rick Messer, Assistant Superintendent, Secondary Education

APPROVED BY: Kent Kern, Superintendent of Schools
**HUMAN RESOURCES**

The following reports are submitted for board approval

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<td><strong>Recommendation to Extend A District Intern Credential</strong></td>
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<td><strong>Credential Approval Recommendations</strong></td>
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<td><strong>Charter School Personnel Actions</strong></td>
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## APPOINTMENTS

### CERTIFICATED SUPERVISORY

<table>
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<tbody>
<tr>
<td>New Hire</td>
<td>Moran, Christine</td>
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<td>Director Multi-Tiered System of Supports</td>
<td>Student Support Services</td>
<td>07/01/19</td>
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<tr>
<td>Promotional</td>
<td>Knifton, Catherine</td>
<td>Prob</td>
<td>Vice Principal</td>
<td>Sylvan</td>
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### MANAGEMENT

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<tbody>
<tr>
<td>Promotional</td>
<td>Kenobbie, Laura</td>
<td>Prob</td>
<td>Coordinator, Business Systems Support</td>
<td>Technology Services</td>
<td>05/08/19</td>
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### CERTIFICATED

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<td>Girling, Shannon</td>
<td>Temp</td>
<td>Tch-Site Resource Elem I</td>
<td>Cameron Ranch</td>
<td>05/06/19 06/11/19</td>
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### CLASSIFIED

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<tbody>
<tr>
<td>New Hire</td>
<td>Baker, Kahla</td>
<td>Prob</td>
<td>Elementary School Secretary</td>
<td>Arlington Heights</td>
<td>05/13/19</td>
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<tr>
<td>New Hire</td>
<td>McGrath, Ruth</td>
<td>Prob</td>
<td>Clerk</td>
<td>Greer</td>
<td>05/09/19</td>
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<tr>
<td>New Hire</td>
<td>Ogi, Carolyn</td>
<td>Prob</td>
<td>Instructional Assistant III</td>
<td>Coyle Avenue</td>
<td>05/06/19</td>
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<tr>
<td>New Hire</td>
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<td>Prob</td>
<td>Instructional Assistant III</td>
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<td>05/15/19</td>
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<td>New Hire</td>
<td>Swinyer, Natasha</td>
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<td>Health Assistant</td>
<td>Early Childhood Education</td>
<td>05/13/19</td>
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<td>New Hire</td>
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<td>IA-Bilingual-Farsi</td>
<td>English Language Learning</td>
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<td>New Hire</td>
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<td>Encina</td>
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<td>New Hire</td>
<td>Wilsted, Bradley</td>
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## LEAVES OF ABSENCE

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<tr>
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<td>Babitz, Kelly</td>
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<td>Tch-Severely Hndcp</td>
<td>Ralph Richardson</td>
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<td>Lainez, Roxana</td>
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<td>Custodian</td>
<td>Marshall</td>
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<td>Unpaid</td>
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## SEPARATIONS

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<tr>
<td>Resignation</td>
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<td>Mental Health Therapist</td>
<td>White House Counseling</td>
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<td>Calvillo Jr., David</td>
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<td>05/03/19</td>
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<td>Campos Silvestre, Diana</td>
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<td>Sch/Comm Res Asst Spanish</td>
<td>Central Enroll/Family Svcs</td>
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<td>Resignation</td>
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<td>Carmichael</td>
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<td>Resignation</td>
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<td>Nutrition Services Cook</td>
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4. JOB DESCRIPTION /SALARY RANGE CHANGE

MANAGEMENT

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<thead>
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<th>Class Title</th>
<th>Unit</th>
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<th>Old Salary Range</th>
<th>New Salary Range</th>
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CLASSIFIED

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5. CREDENTIAL APPROVAL/RECOMMENDATION UPON COMPLETION OF DISTRICT INTERN PROGRAM

CLASSIFIED

<table>
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<th>Type</th>
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<th>Effective Date(s)</th>
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<td>Preliminary Education Specialist – Mild/Moderate Credential</td>
<td>Jackman, Sara</td>
<td>06/12/19</td>
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<tr>
<td>Preliminary Education Specialist – Mild/Moderate Credential</td>
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<td>06/12/19</td>
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</table>
POSITION TITLE: Manager, Payroll

DEFINITION: Under general supervision, manages, directs, supervises, coordinates, and performs complex technical and diversified tasks related to the preparation and processing of all certificated and classified payrolls; interprets contracts, policies, PERS and STRS regulations, California Education Code and labor laws; develops and maintains training and cross-training procedures; assists with union negotiations and/or preparation of information for bargaining as necessary; perform additional related duties as assigned.

DIRECTLY RESPONSIBLE TO: Director, Fiscal Services

SUPERVISION OVER: Classified employees as assigned

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities that may be found in positions within this classification.):

1. Manages the preparation, distribution, reporting and processing of all district payrolls in accordance with district and departmental policies and procedures. Manage, plan, supervise and direct payroll activities to ensure all payroll timelines are met, all employees are paid accurately, all contracts, laws, policies, and guidelines are abided by within the payroll department.

2. Reviews and approves all district and special payrolls in accordance with district and departmental policies and procedures and submits for processing.

3. Coordinates payroll production with county deadlines.

4. Reviews department policies and procedures and makes recommendations for implementing best practices regarding the district financial information system functionality. Review and modify all internal payroll procedures and processes, adjusting personnel assignments as necessary to identify workflow deficiencies and take corrective measures, ensuring fluent payroll operations are maintained.

5. Develops and maintains payroll procedure manuals, desktop references, and corresponding training materials. Develop, create and maintain internal training references and desktop procedures.

6. Supervises the district financial information system functions as assigned to provide data integrity and prepares a variety of reports. Supervise the preparation of a variety of reports, balance of contracts, or other complex calculations.

7. Serves as a liaison with the technology services department to coordinate payroll processing and resolve processing issues.

8. Maintains the county office, state and federal payroll tax records of the district.

9. Ensures all payroll related reporting and payments are accurate and submitted in a timely manner.

10. Manages and maintains annual direct fiscal year-end and calendar year-end updates. Annually maintain and direct fiscal year-end and calendar year-end updates.

11. Reviews, reconciles, interprets and applies policies, guidelines and regulations concerning salary computations and state and federal tax withholding procedures.

12. Annually supervise and perform maintenance and updates of all absence tracking processes, special compensation, and employee records.
13. Assist and respond to all external and internal auditor requests and correspondence.
14. Supervises, trains and evaluates the performance of assigned staff and assists with disciplinary actions and meetings as necessary.
15. Serves as a liaison between the district, applicable county, state, and federal agencies, and other external agencies.
16. Serves as a liaison for the district and attends a variety of meetings, conferences, trainings, etc. on payroll and best practices.
17. Performs related work as required.

QUALIFICATIONS:

Education and Experience:
Bachelor Degree in Business Management, Accounting, Finance or related field with a minimum of three years progressive experience in central payroll operations OR an Associates Degree in Business Management, Accounting, Finance, or a related field with a minimum of five years of progressive experience in central payroll operations. California Notary commission desired.

Any combination of education, experience, or training equivalent to four years of college in the fields of accounting, business administration, or finance and three years of progressively responsible experience in business operations including supporting financial systems, payroll processing or a related functions.

Licenses and Certificates:
- Valid Class C driver’s license issued by the California Department of Motor Vehicles within 30 days of hire or before driving any vehicle requiring this license

Knowledge, Skills, and Abilities:
- Knowledge of applicable federal, state, and local laws, rules, regulations, codes, and legislation
- Knowledge of general accounting and statistical principles, procedures and terminology
- Knowledge and skill in use of computers and assorted software programs
- Ability to develop and maintain complex spreadsheets
- Ability to understand and follow verbal and written instruction
- Ability to read, understand, and interpret applicable laws, regulations, codes, district policies and collective bargaining agreements
- Ability to communicate effectively both verbally and in writing, with all levels of district staff and the community
- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
- Ability to work effectively with all levels of district staff, the community, and governmental agencies
- Ability to demonstrate interpersonal skills including tact, patience, and courtesy
- Ability to establish priorities and meet deadlines
- Ability to establish and maintain records, and maintain a confidentiality of privileged information obtained in the course of work
- Ability to analyze situations and adopt an effective course of action
- Ability to motivate, manage and direct the work activities of employees, including establishing and maintaining deadlines
Manager, Payroll
Page 3 of 3

- Ability to analyze and resolve problems with tact and diplomacy
- Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:
- Indoor office environment
- Moderate noise
- Continuous contact with staff with frequent interruptions and significant distractions

Typical Physical Characteristics: (with or without use of aids; consideration will be given to reasonable accommodation).
- Recognize documents and people
- Sufficient vision to see small print
- Sufficient hearing to hear normal telephone conversations, sufficient dexterity to write, operate a telephone, computer and other business machines as necessary, requiring repetitive hand movement and fine coordination
- Communicate to exchange information both in person, in small groups, and/or on the telephone
- Inspect documents and other written materials with fine print
- Move about facilities to conduct work, including walking, sitting, or remaining in a stationary position for extended periods of time
- Operate office equipment requiring repetitive hand movement and fine coordination

Other Characteristics:
- Ability to work additional hours and weekends on occasion
- Ability to travel locally and attend conferences/seminars periodically

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: 9/25/2002
Revised: 1/28/2014
Revised: TBD
POSITION TITLE: Assistant Superintendent Senior Director, Elementary Education

DEFINITION: Under the direction of the Assistant Superintendent, Elementary Education will Deputy Superintendent Schools and Student Support, assume administrative responsibility for the operation of all elementary schools, middle schools, and K-8 schools and Early Childhood Education (ECE) programs.

DIRECTLY RESPONSIBLE TO: Associate Superintendent, Schools and Student Support Deputy Superintendent, Schools and Student Support

SUPERVISION OVER: Director K-8 Teaching and Learning Schools, Director Program Manager Early Childhood Education, Before and After School Programs, including directors and Principals as assigned, other certificated or classified employees as assigned.

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities that may be found in positions within this classification.):
1. Directs curriculum development and improvement in the elementary and K-8 schools of the district and the articulation of the curriculum with that of the secondary schools.
2. Coaches, leads and evaluates elementary and K-8 principals, and directors for schools and programs and program manager for Early Childhood Education
3. Builds and fosters collaborative partnerships with employee organizations, departments and stakeholders in support of continuous improvement within the elementary and K-8 division.
4. Identifies needs for the in-service training of elementary and K-8 teachers and administrators for the purposes of program implementation, evaluation and improvement.
5. Interprets district and state assessment test results to guide the elementary and K-8 school principals and co-administrators for the purpose of program implementation, evaluation and continuous improvement.
6. Monitors the process of selection of instructional materials and equipment for all elementary and K-8 programs.
7. Monitors legislation and communicates implications of that legislation to the Deputy Superintendent, Schools and Student Support and his/her staff.
8. Hear and adjudicate appeals Reviews of intra-district elementary and K-8 student transfer appeals requests, student retention recommendations, and other related appeals.
10. Serves as a member of Superintendent's Cabinet and attends all meetings of the Board of Education.
11. Serves as chairperson of elementary and K-8 division council and conducts regular meetings with assigned principals.
12. May serve as a staff liaison to board appointed committees.
13. Monitor Supports the process for K-8 textbook program including selection, adoption, ordering and distribution of all K-8 textbooks.
15. Performs related work as required.
QUALIFICATIONS:

Education and Experience:
Any combination equivalent to a Master’s degree and management experience with progressively increasing responsibility. At least three years successful experience as an elementary, middle, or K-8 school principal. Successful district office level administrative experience. Must possess a valid California administrative services credential and valid California teaching credential.

Licenses and Certificates:
• Valid Class C driver’s license issued by the California Department of Motor Vehicles within 30 days of hire or before driving any vehicle requiring this license

Knowledge, Skills, and Abilities:
• Knowledge of applicable education code, administrative and board policy, federal and state laws, codes, regulations and requirements pertaining to areas of assigned responsibility
• Knowledge of principles and practices of modern management including personnel administration, administrative planning, organizational development, budgeting, collective bargaining, purchasing and information processing
• Knowledge of funding sources for elementary, middle, and K-8 programs and the variety of related regulations, controls and reporting procedures
• Knowledge of interpersonal skills using tact, patience and courtesy
• **Knowledge of budget preparation and control**
• **Knowledge and skill in the use of computers and assorted software programs**
• Ability to direct curriculum development, improvement and articulation in the elementary, middle, and K-8 schools
• Ability to select, train, lead and evaluate staff relative to program objectives
• Ability to interpret district and state test assessment results
• Ability to ensure all programs and activities are operated within the limits and intent of the state and federal law
• Ability to work collaboratively cooperatively with leaders of other administrative programs and labor management groups
• Ability to prepare and submit reports and other documents
• Ability to monitor and interpret applicable legislation
• Ability to attend all regularly scheduled meetings of the Board of Education
• **Ability to serve as staff liaison to board appointed committees**
• Serve as a member of the Superintendent’s Cabinet
• Serve as chairperson of elementary, middle, and K-8 management council
• **Ability to understand and follow verbal and written instruction**
• Ability to work independently, with minimal direction, and make decisions within the framework of established guidelines
• Ability to communicate effectively both verbally and in writing with administrators, staff, and the community
• Ability to work effectively establish and maintain cooperative and professional working relationships with all levels of district staff, parents, labor leaders, and the community
• Ability to analyze data and situations, render judgment, make decisions and adopt an effective course of action solve problems efficiently and effectively
• **Ability to establish priorities and meet deadlines**
• Ability to maintain consistent, punctual and regular attendance

**WORKING CONDITIONS:**

**Work Environment:**
• Indoor office environment
• Moderate noise
• Continuous contact with staff and the public

**Typical Physical Characteristics:** (with or without use of aids; consideration will be given to reasonable accommodation).
• Sufficient vision to read volumes of printed material. *Inspect documents and other written materials with fine print*
• **Communicate to exchange information both in person, in small groups, and/or on the telephone** Sufficient hearing to conduct in person and telephone conversations
• **Move about facilities to conduct work, including walking,** sitting, standing or remaining **in a stationary position** for extended periods of time
• Sufficient physical mobility to move about the district in a personal vehicle
• Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone and in addressing groups
• Physical, mental and emotional stamina to endure long hours, under sometimes stressful conditions
• **Operate office equipment requiring repetitive hand movement and fine coordination**

**Other Characteristics:**
• **Ability to work additional hours and weekends on occasion**
• **Ability to travel locally to attend meetings and other events**

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.
Job Description

POSITION TITLE: Bus Attendant I

DEFINITION: Under general supervision, maintains order and attends to the needs and safety of students being transported to and from schools; performs related duties as required.

DIRECTLY RESPONSIBLE TO: Director, Transportation Operations or Designee

SUPERVISION OVER: N/A

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)
1. Assists in loading and unloading special education students.
2. Positions students in their seats, fastens harnesses, belts, restraints, seatbelts and other devices.
3. Checks and records attendance.
4. Maintains order by stopping fights, controlling excessive noise, and disruptive behavior.
5. Keeps students clean when accidents or illness occur.
6. Moves about the bus to attend to student needs and quiet disturbances.
7. Assists students who have seizures and responds to other emergencies.
8. Assists drivers in the loading and unloading of ambulatory and wheelchairs bound students.
9. Informs drivers and supervisors of abnormal behavior or illness.
10. May use basic signs to communicate with some students.
11. Positions in this class may also be assigned general maintenance and clean-up activities in the transportation department.
12. Performs related work as required.

QUALIFICATIONS:

Education and Experience:
Experience as a practical nurse, attendant in a nursery or resident school, or working with handicapped children in any capacity is desirable.

Licenses and Certifications:
- Valid California Class C driver’s license issued by the California Department of Motor Vehicles within 30 days of hire or before driving any vehicle requiring this license

Knowledge, Skills, and Abilities:
- Knowledge of behavior management techniques desirable
- Knowledge of proper lifting techniques in accordance with established guidelines
- Knowledge of interpersonal skills using tact, patience, and courtesy
- Ability to communicate effectively both verbally and in writing with administrators, staff, students, and parents; learn basic visual English
- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
• Ability to remain calm in stressful situations
• Ability to understand and follow oral verbal and written instructions with a minimum of direction;
• Ability to work effectively with all levels of district staff, establish and maintain effective relationships with parents, and students and staff;
• Ability to be reliably at work in order to effectively carry out the duties of the position
• Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:
• School bus environment
• Constant noise
• Continuous contact with students and staff with frequent interruptions and significant distractions
• Contact with dissatisfied and/or uncooperative individuals

Typical Physical Characteristics: (with or without use of aids; consideration will be given to reasonable accommodation).
• Inspect documents and other written sufficient vision to read printed materials with fine print
• Communicate to exchange in person, in small groups, and/or on the sufficient hearing to hear normal and telephone conversations;
• ability to speak in an understandable voice with sufficient volume to be heard in a normal conversation;
• Operate office equipment requiring repetitive hand movement and fine coordination manual dexterity to write, operate telephone and use sign language;
• Good physical condition as determined by pre and post-employment inquiries and health reports
• Move about school bus and facilities to conduct work including walking, sitting, stooping, kneeling, crouching, crawling, climbing, standing, reaching with arms and hands, or balancing for long periods of time
• While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel and reach with hands and arms. The employee frequently is required to walk, sit, stoop, kneel, crouch or crawl. The employee is occasionally required to stand, climb, balance, talk, hear, taste and smell.
• ability to maintain balance while standing when bus is in motion or starting and stopping; ability to stoop, bend, kneel and crawl.
• Lift and/or move up to 25 pounds frequently lift and or move up to 50 pounds and on occasion lift and/or move the combined weight of students and adaptive equipment
• Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception

Hazards:
• Exposure to gases, fumes, airborne particles, grease, and oil
• Exposure to and contact with blood or other bodily fluids.
Other Characteristics:

- Willing **Ability** to work a split-shift *as required* & be reliably at work in order to effectively carry out the duties of the position.

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: 9/23/80
Revised: TBD
POSITION TITLE: Bus Attendant II

DEFINITION: Under general supervision, maintains order and attends to the needs and safety of students being transported to and from schools; performs related duties as required.

DIRECTLY RESPONSIBLE TO: Director, Transportation Operations or Designee

SUPERVISION OVER: N/A

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)

1. Assists in loading and unloading special education students.
2. Positions students in their seats, fastens harnesses, belts, restraints, seatbelts and other devices.
3. Checks and records attendance.
4. Maintains order by stopping fights, controlling excessive noise, and disruptive behavior.
5. Keeps students clean when accidents or illness occur.
6. Moves about the bus to attend to student needs and quiet disturbances.
7. Assists students who have seizures and responds to other emergencies.
8. Assists drivers in the loading and unloading of ambulatory and wheelchairs bound students.
9. Informs drivers and supervisors of abnormal behavior or illness.
10. May use basic signs to communicate with some students.
11. Positions in this class may also be assigned general maintenance and clean-up activities in the transportation department.
12. Performs related work as required.

QUALIFICATIONS:

Education and Experience: Experience as a practical nurse, attendant in a nursery or resident school, or working with handicapped children in any capacity is desirable. Must have all of the above training and experience as well as being CPR and first aid certified and must maintain the certifications in an active status.

Licenses and Certificates:

- Valid California Class C driver's license issued by the California Department of Motor Vehicles within 30 days of hire or before driving any vehicle requiring this license
- **Valid standard First-Aid certification and Cardiopulmonary Resuscitation (CPR) certification** Must be certified in CPR and possess a First Aid Certificate issued by the American Red Cross or other District approved first aid course; must maintain the certifications in active status in order to maintain job title and salary placement.

Knowledge, Skills, and Abilities:

- Knowledge of CPR desirable
- Knowledge of behavior management techniques desirable
Knowledge of proper lifting techniques in accordance with established guidelines
Knowledge of interpersonal skills using tact, patience, and courtesy
Ability to communicate effectively both verbally and in writing with administrators, staff, students, and parents. Learn basic visual English;
Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
Ability to remain calm in stressful situations
Ability to understand and follow oral verbal and written instructions with a minimum of direction;
Ability to work effectively with all levels of district staff, establish and maintain effective relationships with parents, and students and staff;
Ability to be reliably at work in order to effectively carry out the duties of the position
Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:
- School bus environment
- Constant noise
- Continuous contact with students and staff with frequent interruptions and significant distractions
- Contact with dissatisfied and/or uncooperative individuals

Typical Physical Characteristics: (with or without use of aids; consideration will be given to reasonable accommodation).
- Inspect documents and other written sufficient vision to read printed materials with fine print
- Communicate to exchange information in person, in small groups, and/or on the sufficient hearing to hear normal and telephone conversations;
- ability to speak in an understandable voice with sufficient volume to be heard in a normal conversation;
- Operate office equipment requiring repetitive hand movement and fine coordination manual dexterity to write, operate telephone and use sign language;
- Good physical condition as determined by pre and post-employment inquiries and health reports
- Move about school bus and facilities to conduct work including walking, sitting, stooping, kneeling, crouching, crawling, climbing, standing, reaching with arms and hands, or balancing for long periods of time
  - While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel and reach with hands and arms. The employee frequently is required to walk, sit, stoop, kneel, crouch or crawl. The employee is occasionally required to stand, climb, balance, talk, hear, taste and smell.
  - ability to maintain balance while standing when bus is in motion or starting and stopping; ability to stoop, bend, kneel, and crawl.
- Lift and/or move up to 25 pounds frequently lift and or move up to 50 pounds and on occasion lift and/or move the combined weight of students and adaptive equipment up to 100 pounds with assistance
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception
Hazards:
- Exposure to gases, fumes, airborne particles, grease, and oil or other motor vehicle fluids
- Exposure to and contact with blood or other bodily fluids.

Other Characteristics:
- Willing Ability to work a split-shift & be reliably at work in order to effectively carry out the duties of the position.

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: 9/23/1980
Revised: TBD
POSITION TITLE: Bus Driver

DEFINITION: Under general supervision, safely drive a school bus or transportation vehicle on an assigned route in the transportation of regular and special needs students; to apply safe driving principles in vehicle operation, to maintain buses in a clean and safe condition, to perform minor bus maintenance, and to do other related duties as assigned including washing interior and exterior of buses.

DIRECTLY RESPONSIBLE TO: Director, Transportation Operations or Designee

SUPERVISION OVER: N/A

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)
1. Drive a school bus or transportation vehicle on an assigned route according to an established time schedule.
2. Boards and discharges student passengers.
3. Assists in loading and unloading students and equipment including but not limited to wheelchair, ambulatory, etc.
4. Transports students, staff, and chaperones on field trips.
5. Enforces district policies and procedures.
6. Maintains discipline on buses.
7. Prepares reports including but not limited to mileage, time, and student load counts.
8. Maintains bus cleanliness on a daily basis.
10. Checks and reports maintenance needs.
11. Fuels buses.
12. Renders first-aid or emergency assistance as needed.
13. May also be assigned general maintenance and clean-up activities in the transportation department.
14. Performs related work as required.

QUALIFICATIONS:

Education and Experience: Minimum of a high school diploma or GED is required; any combination equivalent to completion of the twelfth grade, experience in school bus driving under a wide variety of driving, weather and road conditions; a work history demonstrating dependability and reliability; good driving record; must be able to qualify for district insurance coverage.

Licenses and Certifications:
- Valid California Class B Commercial Driver’s License with Passenger and School Bus endorsements and air-brake certification
- Valid California School Bus Driver's Certificate
Bus Driver
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- Valid First-Aid Certificate issued by the American Red Cross, the California Highway Patrol or other District approved course
- Valid medical certificate approved by the California Department of Motor Vehicles
- Restrictions for Any or and all licenses/certifications may not include any restriction other than, ‘Automatic Transmission Only’.

Knowledge, Skills, and Abilities:

- Knowledge of safe driving principles and defensive driving practices
- Knowledge of first aid and applicable provisions of California Motor Vehicle Code, Education Code, and other statutes/regulations applicable to the operation of vehicles in transportation of school children students
- Knowledge of first-aid techniques and procedures
- Knowledge of proper lifting techniques in accordance with established guidelines
- Knowledge of interpersonal skills using tact, patience, and courtesy
- Ability to communicate effectively both verbally and in writing with administrators, staff, students, and parents
- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
- Ability to drive a school bus safely over a variety of normal and hazardous road conditions
- Ability to maintain order among students on a bus
- Ability to remain calm in stressful situations
- Ability to make simple reports
- Ability to understand and follow carry out oral verbal and written instructions
- Ability to work establish maintain effectively working relationships with all levels of district staff members, students, parents, public and the community
- Ability to be reliably at work in order to effectively carry out the duties of the position
- Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:
- School bus environment
- Constant noise
- Continuous contact with students and staff with frequent interruptions and significant distractions
- Contact with dissatisfied and/or uncooperative individuals
- Drive a vehicle to conduct work

Typical Physical Characteristics: (with or without use of aids; consideration will be given to reasonable accommodation).
- Sufficient vision to read printed Inspect documents and other written material with fine print
- Communicate to exchange information in person, in small groups, sufficient hearing to hear normal and/or on the telephone conversations; or 2-way radio
- Ability to speak in an understandable voice with sufficient volume to be heard in a normal conversation;
Operate office equipment requiring repetitive hand movement and fine coordination manual dexterity to write, operate telephone and use sign language;

Good physical condition as determined by pre- and post-employment inquiries and health reports

Move about school bus and facilities to conduct work including walking, sitting, stooping, kneeling, crouching, crawling, climbing, standing, reaching with arms and hands, or balancing for long periods of time While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel and reach with hands and arms. The employee frequently is required to walk, sit, stoop, kneel, crouch or crawl. The employee is occasionally required to stand, climb, balance, talk, hear, taste and smell.

ability to maintain balance while standing when bus is in motion or starting and stopping; ability to stoop, bend, kneel and crawl.

Lift and/or move up to 25 pounds frequently lift and or move up to 50 pounds and on occasion lift and/or move the combined weight of students and adaptive equipment up to 100 pounds with assistance

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception

Hazards:

Exposure to gases, fumes, airborne particles, grease, and oil or other motor vehicle fluids

Exposure to and contact with blood or other bodily fluids.

Other Characteristics:

Ability to work a split-shift as required

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.
 POSITION TITLE: Equipment Mechanic I (Transportation)

 DEFINITION: Under general supervision, performs skilled mechanical repair work on school buses, automotive, or other mechanical equipment; performs related work as required.

 DIRECTLY RESPONSIBLE TO: Supervisor, Vehicle Maintenance

 SUPERVISION OVER: N/A

 DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)

1. Inspects buses for conformance to California Highway Patrol standards.
2. Diagnoses mechanical problems and makes repairs of mechanical defects in buses, automobiles, trucks, mowers, and other mechanical equipment.
4. Performs major overhauling of vehicle systems (i.e., powertrain, etc.).
5. Diagnoses and repairs ignition and fuel systems.
6. Changes oil, lubricates and services equipment, and carries out a program of preventative maintenance.
7. Repairs/overhauls engines, transmissions, differentials, fuel pumps, fuel injection system parts, lights, starters, universal joints, and hydraulic systems.
8. Performs wheels alignments and changes tires.
9. Installs and adjusts brakes.
10. Installs tests batteries, brakes, tires and wiring electrical systems and repairs or replaces components as needed.
12. Repairs auxiliary equipment (i.e., wheelchair lifts, etc.).
13. Tests equipment after being repaired.
14. Maintains records of repairs made and time worked.
15. Requisitions needed parts and tools.
16. Supports the supervision of other employees assigned to shop operations.
17. Transports buses for drivers of administration to/from scenes of collisions, vehicle break downs and/or vendor facilities or other locations as determined by a supervisor.
18. Performs related work as required.

 QUALIFICATIONS:

 Education and Experience: Equivalent to the completion of the twelfth grade Minimum of a high school diploma or GED is required; and successful completion of a recognized program of apprenticeship in automotive or diesel mechanics; and minimum two years of experience as a mechanic working on buses and trucks; diesel experience highly desirable.
Licenses and Certifications:

- **Valid** Must be able to obtain & maintain a Fork Lift Operator Certification *in accordance with Cal-OSHA regulations*
- Possession of, or willingness and ability to obtain, and maintain a valid California Class B Commercial Driver’s License with Passenger endorsement and air-brake certification endorsement issued by the California Department of Motor Vehicles within 30 days of hire or before driving equipment/vehicle requiring this license
- Restrictions for Any or and all licenses/certifications may not include any restriction other than, ‘Automatic Transmission Only’

Knowledge, Skills, and Abilities:

- Emphasis placed on journey level knowledge required to diagnose and repair electronics and electrical components
- Knowledge of principles of internal combustion engines (gasoline and diesel)
- Knowledge of the tools, methods, materials and equipment used in the maintenance and repair of mechanical equipment
- Knowledge of the provisions of the California Motor Vehicle code applicable to the operation of vehicles in the transportation of students
- **Ability to communicate effectively both verbally and in writing with administrators, staff and the community**
- **Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines**
- **Ability to work effectively maintain cooperative working relationships with all levels of district staff and the community those contacted in the course of work;**
- Ability to perform heavy physical labor **lifting, transporting, and/or moving objects weighing up to 75 pounds and objects weighing up to 150 pounds with assistance**
- Ability to diagnose mechanical defects and make necessary repairs to mechanical equipment
- Ability to use standard shop tools and equipment safely and efficiently
- Ability maintain records and prepare reports
- Ability to understand and **follow carry out oral verbal** and written instructions
- Ability to perform a variety of welding jobs using oxy-acetylene, shielded metallic arc and metallic inert gas (MIG) equipment
- Ability to maintain consistent, punctual and regular attendance

**WORKING CONDITIONS:**

Work Environment:

- Indoor office and repair shop environment
- Outdoor weather conditions
- Wet or humid conditions
- Moderate noise

Typical Physical Characteristics: (with or without use of aids; consideration will be given to reasonable accommodation).

- **Inspect documents and other written sufficient vision to read printed materials with fine print**
- **Communicate to exchange information in person, in small groups, and/or on the sufficient hearing to hear normal and telephone conversations;**
Ability to speak in an understandable voice with sufficient volume to be heard in a normal conversation;

- Operates **office equipment and other tools requiring repetitive hand movement and fine coordination** manual dexterity to write, operate telephone and use sign language;

- Good physical condition as determined by pre and post-employment inquiries and health reports.

- Move about the **facilities to conduct work including** walking, sitting, stooping, kneeling, crouching, crawling, climbing, balancing, reaching with arms and hands, or standing for long periods of time. While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel and reach with hands and arms. The employee frequently is required to stand, climb, balance, talk, hear, taste and smell, climb and crawl. Employee must be able to maintain balance while standing when bus is in motion or starting and stopping; ability to stoop, bend, kneel and crawl. Employee must be able to reach high places using a ladder and or lift.

- Lift and/or move **objects weighing** up to 25 pounds, frequently lift and or move up to 75 pounds and on occasion lift and/or move with the assistance **objects weighing** up to 150 pounds with assistance.

- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception

**Hazards:**

- Work near moving mechanical parts
- Work in high, precarious places
- Exposure to fumes, airborne particles, oil, grease, other motor vehicle fluids, and toxic or caustic chemicals
- Risk of electric shock and vibration

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.
POSITION TITLE: Equipment Mechanic II (Transportation)

DEFINITION: Under general supervision, performs skilled mechanical repair work on school buses, automotive, or other mechanical equipment; performs related work as required.

DIRECTLY RESPONSIBLE TO: Director, Transportation Operations or Designee

SUPERVISION OVER: N/A

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)

1. Inspects buses for conformance to California Highway Patrol standards.
2. Diagnoses mechanical problems and makes repairs of mechanical defects in buses, automobiles, trucks, mowers, and other mechanical equipment.
4. Performs major overhauling of vehicle systems (i.e. powertrain, etc.).
5. Diagnoses and repairs ignition and fuel systems.
6. Changes oil, lubricates and services equipment, and carries out a program of preventative maintenance.
7. Repairs/overhauls engines, transmissions, differentials, fuel pumps, fuel injection system parts, lights, starters, universal joints, and hydraulic systems.
8. Performs wheels alignments and changes tires.
9. Installs and adjusts brakes.
10. Installs Tests batteries, brakes, tires and wiring electrical systems and repairs or replaces components as needed.
12. Repairs auxiliary equipment (i.e. wheelchair lifts, etc.).
13. Tests equipment after being repaired.
14. Maintains records of repairs made and time worked.
15. Requisitions needed parts and tools.
16. Supports the supervision of other employees assigned to shop operations.
17. Transports buses for drivers of administration to/from scenes of collisions, vehicle break downs and/or vendor facilities or other locations as determined by a supervisor.
18. Performs related work as required.

QUALIFICATIONS:

Education and Experience:
Equivalent to the completion of the twelfth grade Minimum of a high school diploma or GED is required; and successful completion of a recognized program of apprenticeship in automotive or diesel mechanics; and minimum two years of experience as a mechanic working on buses and trucks; diesel experience highly desirable.

Licenses and Certifications:
- Valid Automotive Service Excellence (ASE) Master School Bus Technician certification
Valid Must be able to obtain & maintain a Fork Lift Operator Certification in accordance with Cal-OSHA regulations

Possession of, or willingness and ability to obtain, and maintain a valid California Class B Commercial Driver’s License with Passenger endorsement and air-brake certification issued by the California Department of Motor Vehicles within 30 days of hire or before driving equipment/vehicle requiring this license

Restrictions for Any or and all licenses/certifications may not include any restriction other than, 'Automatic Transmission Only'

Knowledge, Skills, and Abilities:

- Emphasis placed on journey level knowledge required to diagnose and repair electronics and electrical components
- Knowledge of principles of internal combustion engines (gasoline and diesel)
- Knowledge of the tools, methods, materials and equipment used in the maintenance and repair of mechanical equipment
- Knowledge of the provisions of the California Motor Vehicle code applicable to the operation of vehicles in the transportation of students
- Ability to communicate effectively both verbally and in writing with administrators, staff and the community
- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
- Ability to work effectively maintain cooperative working relationships with all levels of district staff and the community those contacted in the course of work;
- Ability to perform heavy physical labor lifting, transporting, and/or moving objects weighing up to 75 pounds and objects weighing up to 150 pounds with assistance
- Ability to diagnose mechanical defects and make necessary repairs to mechanical equipment
- Ability to use standard shop tools and equipment safely and efficiently
- Ability maintain records and prepare reports
- Ability to understand and follow carry out oral and written instructions
- Ability to perform a variety of welding jobs using oxy-acetylene, shielded metallic arc and metallic inert gas (MIG) equipment
- Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:

- Indoor office and repair shop environment
- Outdoor weather conditions
- Wet or humid conditions
- Moderate noise

Typical Physical Characteristics: (with or without use of aids; consideration will be given to reasonable accommodation).

- Inspect documents and other written sufficient vision to read printed materials with fine print
- Communicate to exchange information in person, in small groups, and/or on the sufficient hearing to hear normal and telephone conversations;
Ability to speak in an understandable voice with sufficient volume to be heard in a normal conversation;

- **Operates office equipment and other tools requiring repetitive hand movement and fine coordination** manual dexterity to write, operate telephone and use sign language;
- Good physical condition as determined by pre and post-employment inquiries and health reports.

- **Move about the facilities to conduct work including** walking, sitting, stooping, kneeling, crouching, crawling, climbing, balancing, reaching with arms and hands, or standing for long periods of time. While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel and reach with hands and arms. The employee frequently is required to walk, sit, stoop, kneel, crouch or crawl. The employee is occasionally required to stand, climb, balance, talk, hear, taste and smell. Ability to maintain balance while standing when bus is in motion or starting and stopping; ability to stoop, bend, kneel and crawl. Employee must be able to reach high places using a ladder and or lift.

- The employee must regularly lift and/or move objects weighing up to 25 pounds, frequently lift and or move up to 75 pounds and on occasion lift and/or move with the assistance objects weighing up to 100 150 pounds with assistance.

- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception.

**Hazards:**

- Work near moving mechanical parts
- Work in high, precarious places
- Exposure to fumes, airborne particles, oil, grease, other motor vehicle fluids, and toxic or caustic chemicals
- Risk of electric shock and vibration

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: 6/1972
Revised: 10/1988
Revised: 1/27/1992 (Licenses & Certificates)
Revised: 3/24/1995 (License Only)
Revised: 4/25/2000 (Changed to “Class B” license)
Revised: TBD
POSITION TITLE: Junior Equipment Mechanic (Transportation)

DEFINITION: Under general supervision, service school district automotive equipment; assist skilled mechanics in the maintenance and repair of automotive equipment including troubleshooting and identification of mechanical difficulties; and to do related work as required.

DIRECTLY RESPONSIBLE TO: Director, Transportation Operations or Designee

SUPERVISION OVER: N/A

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)
1. Fills fuel tanks, does lubrication, oil changes, battery maintenance, tire changing, and other servicing of automotive vehicles and equipment.
2. Inspects vehicles, diagnoses, and reports mechanical defects.
3. Assists in the repair and overhaul of transmissions, differentials, and other major systems.
4. Performs engine tune-ups, brake adjustments, and electrical system repairs.
5. Performs preventative maintenance on compressors and similar auxiliary equipment.
6. Fabricates or reworks parts on lathe or other shop equipment as required, including welding.
7. Rebuilds and repairs small engines and power tools.
8. Conducts road tests of vehicles to detect operational malfunction and quality of repairs.
9. Makes service calls for emergency repairs.
10. May do body repair and painting.
11. Maintains records and submits reports as necessary.
12. Performs related work as required.

QUALIFICATIONS:

Education and Experience:
Any combination equivalent to the completion of the tenth (10th) grade and a minimum two years of experience as an auto service person; supplementary training as an auto repair person highly desirable.

Licenses and Certifications:
• Valid Must be able to obtain & maintain a Fork Lift Operator Certification in accordance with Cal-OSHA regulations
• Possession of, or willingness and ability to obtain, and maintain a valid California Class B Commercial Driver’s License with Passenger endorsement and air-brake certification endorsement as issued by the California Department of Motor Vehicles within 30 days of hire or before driving equipment/vehicle requiring this license
• Restrictions for Any or and all licenses/certifications may not include any restriction other than, ‘Automatic Transmission Only’

Knowledge, Skills, and Abilities:
• Knowledge of practices and principals of lubricating and servicing buses and autos
Knowledge of the principles of internal combustion engines
Knowledge of the tools and equipment used in automotive repair work
Ability to make mechanical repairs to buses and other equipment
Ability to use tools and equipment used in automotive repair work
Ability to use standard shop tools and equipment safely and efficiently
Ability to drive automobiles and buses
Ability to perform functional checks of automotive systems
**Ability to understand and follow** orally verbal and written instructions
Ability to make simple reports
**Ability to communicate effectively both verbally and in writing with administrators, staff and the community**
**Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines**
Ability to establish and maintain work effectively working relationships with all levels of district staff and the community
Ability to maintain consistent, punctual and regular attendance

**WORKING CONDITIONS:**

**Work Environment:**
- Indoor office and repair shop environment
- Outside weather conditions
- Wet or humid conditions
- Moderate noise

**Typical Physical Characteristics:** (with or without use of aids; consideration will be given to reasonable accommodation).
- **Inspect documents and other written** sufficient vision to read printed materials with fine print
- **Communicate to exchange information in person, in small groups, and/or on the** sufficient hearing to hear normal and telephone conversations;
- ability to speak in an understandable voice with sufficient volume to be heard in a normal conversation;
- **Operates office equipment and other tools requiring repetitive hand movement and fine coordination** manual dexterity to write, operate telephone and use sign language;
- Good physical condition as determined by pre and post-employment inquiries and health reports.
- **Move about the facilities to conduct work including** walking, sitting, stooping, kneeling, crouching, crawling, climbing, balancing, reaching with arms and hands, or standing **for long periods of time** While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel and reach with hands and arms. The employee frequently is required to walk, sit, stoop, kneel, crouch or crawl. The employee is occasionally required to stand, climb, balance, talk, hear, taste and smell. ability to maintain balance while standing when bus is in motion or starting and stopping; ability to stoop, bend, kneel and crawl. Employee must be able to reach high places using a ladder and or lift.
- Lift and/or move **objects weighing** up to 25 pounds, frequently lift and or move up to 75 pounds and on occasion lift and/or move with the assistance **objects weighing** up to 100 pounds with assistance.
Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception.

Hazards:
- Work near moving mechanical parts
- Work in high, precarious places
- Extreme hot and cold temperatures
- Exposure to fumes, airborne particles, oil, grease, other motor vehicle fluids, and toxic or caustic chemicals
- Risk of electrical shock and vibration

Other Characteristics:
- Ability to work nights and weekends as required

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: 5/9/1973
Revised: 1/27/1992 (Licenses and Certificates)
Revised: 3/24/1995 (License Only)
Revised: 4/17/1995 (Gender wording changed)
Revised: 4/25/2000 (Changed to “Class B” License)
Revised: TBD
Job Description

POSITION CODE: 811
Classified Group: Teamsters
Salary Range: 28
Work Days: 261

POSITION TITLE: Lead Transportation Operations Technician

DEFINITION: Under general supervision, perform as a dispatcher; answer phones and two-way radios, locate and provide direction to school bus drivers, related to routing issues; assists the Transportation Operations Supervisors with bus routing, and scheduling, and in with day-to-day operations of the Transportation Department; tracks and reports mileage, load counts, and other relevant information for any program or entity which can be invoiced for Transportation services; is the technician responsible to ensure that all routing is correct, completed on time, and is managed throughout the year; in addition to the duties described above, incumbent establishes priorities, provides training, and assigns, coordinates, and directs the work of subordinate employees; may be assigned to the duties of a bus attendant on an as needed basis, performs related duties as required.

DIRECTLY RESPONSIBLE TO: Director, Transportation Operations or Designee

SUPERVISION OVER: N/A

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)
1. Assists in planning, preparing, and evaluating bus routes and stops.
2. Finds appropriate routes for therapies, workability students and special schedules.
3. Creates and maintains assignments for bus attendants.
4. Performs mileage checks.
5. Gathers data concerning routes.
6. Examines routes and recommends shortest, safest route and appropriate locations for pickups.
7. Provides daily assistance to drivers on matters relating to routes and route changes.
8. Modifies bus schedules as appropriate.
9. Assists in developing school beginning and ending bus schedules.
10. Performs work on the latest office machines including but not limited to: standard office software and Transportation specific software, computers, printers, scanners and related equipment.
11. Inputs data and utilizes computer systems for various tasks.
12. Provides information on routine procedural or directional questions and refers calls to proper supervisor.
13. Solves problems for drivers, attendants, parents, and others.
14. Assists supervisor in preparing, maintaining, and reviewing forms, records, and reports including (i.e. mileage, student counts, etc.).
15. Answers phones and performs all other duties related to radio dispatch including but, not limited to: (i.e. covering routes for absent drivers, documentation of all incidents and accidents, notifying the California Highway Patrol (CHP) of accidents, heavy phone calls from parents, drivers, teachers, staff, etc.).
16. Reassigns buses which are disabled or buses out of service for Preventative Maintenance Inspections (PMI’s) or other reasons.
17. Performs extensive GPS tracking including speed reports and zone managing.
18. Assigns field trips to appropriate drivers.
19. Maintains field trip seniority list.
20. Maintains driver’s hourly/daily assignment sheet.
21. Assists other office positions when busy and on related work as required.
22. Performs other duties associated with this position.

QUALIFICATIONS:

Education and Experience:
Minimum of a high school diploma or GED Any combination equivalent to completion of the twelfth grade; experience with bus routing/driving or other related transportation experience which demonstrates ability to perform the duties of the position.

Licenses and Certifications:
- Valid California Class C driver’s license issued by the California Department of Motor Vehicles within 30 days of hire or before driving any vehicle requiring this license
- Staff hired for this position who are in possession of the following licenses/certification must maintain these during employment with the district:
  - Valid California Class B Commercial Driver’s License with Passenger and School Bus endorsements and air-brake certification
  - Valid California School Bus Driver’s Certificate
  - Valid First-Aid Certificate issued by the American Red Cross, the California Highway Patrol or other District approved course;
  - Valid medical certificate approved by the California Department of Motor Vehicles
  - Restrictions for Any or and all licenses/certifications may not include any restriction other than, ‘Automatic Transmission Only’.

Knowledge, Skills, and Abilities:
- Knowledge of transportation scheduling, routing methods and techniques
- Knowledge of district safety practices and procedures
- Knowledge of interpersonal skills using tact, patience, and courtesy phone etiquette and problem solving skills & appropriate office environment conduct.
- Knowledge and skill in the use of computers and assorted software programs
- Ability to read, interpret, and implement district policy and California Highway Patrol regulations
- Ability to plan and coordinate multi-site activities
- Ability to understand and follow oral verbal and written instructions with a minimum of direction;
- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
- Ability to communicate effectively both verbally and in writing with all levels of district staff give directions and explain procedures clearly and accurately;
- Ability to analyze situations and suggest appropriate course of action
- Ability to work establish and maintain effectively working relationships with all levels of district staff others;
- Ability to learn and use new and existing automated office equipment
- Ability to plan and direct the work of other employees
- Ability to establish priorities, plan and schedule work, and coordinate work flow in peak times
• Ability to maintain consistent, punctual and regular attendance

**WORKING CONDITIONS:**

**Work Environment:**
- Indoor office and school bus environment
- Moderate noise
- Continuous contact with students, staff, parents with frequent interruptions and significant distractions
- Contact with dissatisfied and/or uncooperative individuals

**Typical Physical Characteristics:** (with or without use of aids; consideration will be given to reasonable accommodation).
- **Inspect documents and other written materials with fine print**
- **Communicate to exchange information** sufficient hearing to conduct in person, **in small groups**, and/or **on the telephone conversations**;
- **Operate office equipment requiring repetitive hand movement and fine coordination** sufficient dexterity to write, operate telephone, computer and other office business machines;
- Sufficient body movement and mobility to drive an automobile.
- Good physical condition as determined by pre and post-employment inquiries and health reports.
- **Move about school bus and facilities to conduct work including** walking, stooping, kneeling, crouching, crawling, climbing, standing, reaching with arms and hands, or balancing **for long periods of time** While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel and reach with hands and arms. The employee frequently is required to walk and stoop, kneel, crouch or crawl, listen and talk. The employee is occasionally required to stand, climb, balance, taste and smell.
- Lift and/or move, **objects weighing** up to 25 pounds, frequently lift and or move up to 50 pounds and on occasion lift and or move **objects weighing** up to 100 150 pounds with assistance.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception.

**Hazards:**
- Exposure to fumes, airborne particles, fuel, oil, grease, **other motor vehicle fluids**, and toxic or caustic chemicals
- Exposure to and contact with blood or other bodily fluids

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: 9/22/1987
Revised: 8/9/1988
Revised: 3/17/1995 (License Only)
Revised: TBD
Job Description

POSITION CODE: 828
Classified Group: Teamsters
Salary Range: 30
Work Days: 260
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POSITION TITLE: School Bus Driver Instructor

DEFINITION: Under general supervision, plans, coordinates, organizes, and provides classroom, behind-the-wheel, and continuing education instruction to district School Bus Drivers, other district staff, and individuals in the bus driver training program according to established state and federal statutes and regulations; regularly monitors driver performance; may participate in accident investigations involving district vehicles for the purpose of determining training needs; may be assigned to drive a school bus on designated routes and/or as a relief driver.

DIRECTLY RESPONSIBLE TO: Director, Transportation Operations or Designee

SUPERVISION OVER: N/A

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)

1. Provides effective and relevant instruction to district staff, as well as, to candidates for the district-sponsored bus driver training program explaining rules, laws, and regulations related to defensive driving, passenger loading/unloading, emergency and safety procedures, pupil/student behavior management, first-aid, field trips, vehicle components, positive public/community relations, and other related subjects.

2. Develops classroom training content, visual aids, demonstrations, handouts, and other teaching supports.

3. Provides behind-the-wheel instruction and may accompany School Bus Drivers and/or trainee candidates on California Highway Patrol road tests.

4. Provides additional training and instruction for out-of-district activity trips such as mountain or city driving, as well as, for adverse weather and road conditions.

5. Routinely observes driver performance, which may include riding with drivers.

6. Provides feedback on driver performance.

7. Advises drivers of observation results and suggests changes for improvement.

8. Gives input to management as consideration for School Bus Driver evaluations.

9. Maintains accurate and up-to-date driver records.

10. Documents training hours and observations.

11. Monitors and advises staff of state and federal training as well as medical documentation required for a California Commercial Driver License (Class A or B) or a California Special Driver Certificate renewal.

12. Informs drivers of new procedures, policies, or requirements through continuing education classes, written memorandums, or other forms of communication.

13. May dispatch substitute and relief drivers.

14. Responds to accidents by gathering information and taking pictures of the accident site.

15. Assists California Highway Patrol or district staff with safety inspections.

16. May drive a school bus and transport students to and from school, as well as, on field trips.

17. May pick up and drop off students at designated stops.

18. Modifies routes when students are added or dropped from route.

19. Maintains updated route documents and a variety of records.
20. Performs related work as required.

QUALIFICATIONS:

Education and Experience:
Minimum five years of experience driving a school bus and minimum five years of experience as a state certified School Bus Instructor.

Licenses and Certifications:
- Valid California Class A or Class B Commercial Driver’s License with Passenger and School Bus endorsement and air-brake certification issued by the California Department of Motor Vehicles within 30 days of hire or before driving equipment/vehicle requiring this license
- Current Valid California School Bus Driver Special Certificate
- Current Valid California School Bus Driver Instructor Certificate (may not have any restrictions except an “automatic only” restriction)
- Any and all licenses/certifications may not include any restriction other than, ‘Automatic Transmission Only’
- Current Valid medical certificate approved by the California Department of Motor Vehicles
- Valid First-Aid Certification as required by California Highway Patrol and California Department of Motor Vehicles
- Possession of, or willingness and ability to obtain, Red Cross First-Aid/Cardiopulmonary Resuscitation (CPR) Instruction Certification within 30 days of employment

Knowledge, Skills, and Abilities:
- Knowledge of current and relevant applicable provisions of California Motor Vehicle Code, Education Code, and other statutes/state and federal laws and regulations as well as the policies and procedures of the California Highway Patrol and the Department of Motor Vehicles applicable to the operation of vehicles in transportation of students
- Knowledge of safe driving principles and defensive driving practices
- Knowledge of proper lifting techniques in accordance with established guidelines
- Knowledge of state and local traffic laws and regulations
- Knowledge of the principles and techniques of conducting effective and appropriate classroom, behind-the-wheel, and continuing education training
- Knowledge and skill in use of computers and assorted software programs
- Knowledge of first-aid techniques and procedures
- Knowledge of interpersonal skills using tact, patience, and courtesy
- Ability to communicate effectively both verbally and in writing with administrators and staff provide instruction in an articulate and understandable manner in a classroom and school bus environment.
- Ability to communicate effectively with administrators, staff, students, parents, California Highway Patrol, other agencies, and the community.
- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
- Ability to read and interpret maps, statutes, regulations, employee contracts, district policies, and other appropriate documents
- Ability to perform basic mathematical computations
School Bus Driver Instructor
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- Ability to maintain accurate and timely records
- Ability to maintain order and discipline while transporting students
- **Ability to remain calm in stressful situations**
- Ability to understand and follow verbal and written instructions
- Ability to establish and maintain work effectively relationships with those contacted in the course of work all levels of district staff, students, parents, and the community
- Ability to maintain consistent, punctual and regular attendance

**WORKING CONDITIONS:**

**Work Environment:**
- School bus, indoor, and outdoor work environment
- Seasonal hot/cold weather
- Moderate to loud noise
- **Continuous contact with staff and students with** frequent interruptions and significant distractions
- Contact with dissatisfied and/or uncooperative individuals
- Drive a vehicle to conduct work

**Typical Physical Characteristics:** (with or without use of aids; consideration will be given to reasonable accommodation).
- Move about schools, facilities, and school bus to conduct work including **standing, balancing, bending, reaching with arms and hands**, stretching, and stooping, kneeling, crouching, operating school buses and remaining in a stationary position for long periods of time
- Communicate to exchange information in person, with **small** groups, and/or on the telephone or 2-way radio in an understandable voice with sufficient volume to be heard in a normal conversation
- Lift and/or move up to 25 pounds frequently lift and or move up to 50 pounds and on occasion lift and/or move the **combined weight of students and adaptive equipment** up to 100 pounds with assistance
- Ability to maintain balance while standing when bus is in motion or starting and stopping
- Operate equipment requiring repetitive hand movement and fine coordination
- Use hands to finger, handle or feel and reach with hands and arms
- Load, secure, and unload students with mobility limitations on/off the school bus, including students who use wheelchairs, and potentially during emergency situations
- Good physical condition as determined by pre- and post-employment inquiries and health reports
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception
- **Inspect documents and other written materials with fine print**

**Hazards:**
- Exposure to fumes, or airborne particles, **grease, oil or other motor vehicle fluids**
- Traffic hazards
- Work in high, precarious places
- **Exposure to and** contact with blood and other body fluids
School Bus Driver Instructor

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Other Characteristics:
- Willingness to participate in on-going in-service training required for providing instruction to School Bus Drivers, including Special Driver Certificate, School Bus Driver Instructor Certificate, and First Aid/CPR instructor certification
- Willingness Ability to work split-shift and/or flex schedules
- Willingness Ability to periodically work additional hours on occasion

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: 9/25/1983
Revised: 3/17/1995
Revised: 12/13/2016
Revised: TBD
Position Title: Transportation Operations Technician

Definition: Under general supervision, perform as a dispatcher answering phones and two-way radios to locate and provide direction to school bus drivers, related to routing issues; assists the Transportation Operations Supervisors with bus routing, and scheduling, and in the day-to-day operations of the Transportation Department; may be assigned to the duties of a bus attendant on an as needed basis, performs related duties as required.

Directly Responsible To: Director, Transportation Operations or Designee

Supervision Over: N/A

Duties and Responsibilities: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)

1. Assists in planning, preparing, and evaluating bus routes and stops.
2. Finds appropriate routes for therapies, workability students and special schedules.
3. Creates and maintains assignments for bus attendants.
4. Performs mileage checks.
5. Gathers data concerning routes.
6. Examines routes and recommends shortest, safest route and appropriate locations for pickups.
7. Provides daily assistance to drivers on matters relating to routes and route changes.
8. Modifies bus schedules as appropriate.
9. Assists in developing school beginning and ending bus schedules.
10. Performs work on the latest office machines including but not limited to: standard office software and Transportation specific software, computers, printers, scanners and related equipment.
11. Inputs data and utilizes computer systems for various tasks.
12. Provides information on routine procedural or directional questions and refers calls to proper supervisor.
13. Solves problems for drivers, attendants, parents, and others.
14. Assists supervisor in preparing, maintaining, and reviewing forms, records, and reports including (i.e. mileage, student counts, etc.).
15. Answers phones and performs all other duties related to radio dispatch including but not limited to: (i.e. covering routes for absent drivers, documentation of all incidents and accidents, notifying the California Highway Patrol (CHP) of accidents, heavy answering phone calls from parents, drivers, teachers, staff, etc.).
16. Reassigns buses which are disabled or buses out of service for Preventative Maintenance Inspections (PMI’s) or other reasons.
17. Performs extensive GPS tracking including speed reports and zone managing.
18. Assigns field trips to appropriate drivers.
19. Maintains field trip driver seniority list.
20. Maintains driver’s hourly/daily assignment sheet.
21. Assists other office positions when busy and on routine and special projects.
22. Performs other duties associated with the position.
23. Performs other duties associated with this position related work as required.

QUALIFICATIONS:

Education and Experience:
Minimum of a high school diploma or GED Any combination equivalent to completion of the
twelfth grade; experience with bus routing/driving or other related transportation experience
which demonstrates ability to perform the duties of the position.

Licenses and Certifications:
• Valid California Class C driver’s license issued by the California Department of Motor
Vehicles within 30 days of hire or before driving any vehicle requiring this license
• Staff hired for this position who are in possession of the following licenses/certification must
maintain these during employment with the district:
  o Valid California Class B Commercial Driver’s License with Passenger and School Bus
endorsements and air-brake certification
  o Valid California School Bus Driver’s Certificate
  o Valid First-Aid Certificate issued by the American Red Cross, the California Highway
Patrol or other District approved course;
  o Valid medical certificate approved by the California Department of Motor Vehicles
  o Restrictions for Any or and all licenses/certifications may not include any restriction
other than, ‘Automatic Transmission Only’.

Knowledge, Skills, and Abilities:
• Knowledge of transportation scheduling, routing methods and techniques
• Knowledge of district safety practices and procedures
• Knowledge of interpersonal skills using tact, patience, and courtesy phone etiquette
  and problem solving skills & appropriate office environment conduct.
• Knowledge and skill in use of computers and assorted software programs
• Ability to read, interpret, and implement district policy and California Highway Patrol
regulations
• Ability to plan and coordinate multi-site activities
• Ability to understand and follow oral verbal and written instructions with a minimum of
direction;
• Ability to work independently, with minimum direction, and make decisions within the
framework of established guidelines
• Ability to communicate effectively both verbally and in writing with all levels of
district staff give directions and explain procedures clearly and accurately;
• Ability to analyze situations and suggest appropriate action
• Ability to work effectively establish and maintain working relationships with all levels of
district staff others;
• Ability to learn and use new and existing automated office equipment
• Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:
• Indoor office and school bus environment
• Moderate noise
Continuous contact with students, staff, parents with frequent interruptions and significant distractions

Contact with dissatisfied and/or uncooperative individuals

**Typical Physical Characteristics:** (with or without use of aids; consideration will be given to reasonable accommodation).

- **Inspect documents and other written** sufficient vision to read printed materials with fine print
- **Communicate to exchange information** sufficient hearing to conduct in person, in small groups, and/or on the telephone conversations;
- **Operate office equipment requiring repetitive hand movement and fine coordination** sufficient dexterity to write, operate telephone, computer and other office business machines;
- Sufficient body movement and mobility to drive an automobile.
- Good physical condition as determined by pre and post-employment inquiries and health reports.
- **Move about school bus and facilities to conduct work including** walking, stooping, kneeling, crouching, crawling, climbing, standing, reaching with arms and hands, or balancing for long periods of time

While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel and reach with hands and arms. The employee frequently is required to walk and stoop, kneel, crouch or crawl, listen and talk. The employee is occasionally required to stand, climb, balance, taste and smell.

- Lift and/or move, objects weighing up to 25 pounds, frequently lift and or move up to 50 pounds and on occasion lift and/or move objects weighing up to **150 pounds** with assistance.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception.

**Hazards:**

- Exposure to fumes, airborne particles, fuel, oil, grease, other motor vehicle fluids and toxic or caustic chemicals
- Exposure to and contact with blood or other bodily fluids

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: 9/22/1987
Revised: 8/9/1988
Revised: 3/17/1995 (License Only)
Revised: TBD
POSITION TITLE: Transportation Parts Storekeeper

DEFINITION: Under general supervision, receives, stocks, issues and records trucks, bus and transportation automotive parts; locates, orders and picks up parts for vehicles; performs repairs to shop equipment and tools, performs inspections of work area to ensure compliance with all applicable laws, regulations and best practices, performs other duties as required.

DIRECTLY RESPONSIBLE TO: Director, Transportation Operations or Designee

SUPERVISION OVER: N/A

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)

1. Receives, stores inventories, issues, and maintains parts for the transportation department.
2. Locates, orders, and picks up parts for vehicles and equipment.
3. Receives and verifies items to ensure consistency with packing slip and original order and notes any discrepancies and informs supervisory staff.
4. Tracks parts and costs on departmentally approved software.
5. Reviews catalogs to recommend correct parts for repairs.
6. Provides customer service in person and on the telephone.
7. Responds to inquiries regarding storeroom procedures, materials in stock, and prices.
8. Obtains quotes from vendors, performs price comparisons to ensure fiscal responsibility, makes simple computations, and assists with inventory recordkeeping.
9. Periodically conducts a physical count of stock-on-hand and compares with inventory reports and informs supervisor of errors or discrepancies.
10. Monitors inventory to assure parts and materials do not become obsolete.
11. Provides input for stocking levels and recommends inventory adjustments to assure adequate stock levels.
12. May handle money from petty cash for some parts purchases.
13. Operates a computer and is proficient with standard MS Office programs and programs specific to vehicle repair/maintenance and parts inventory.
14. Operates a forklift.
15. Inspects, cleans, and maintains automotive parts catalogs and storeroom.
17. May shuttle buses to repair facilities or to locations of broken down buses.
18. Repairs and inspects shop equipment and tools to ensure safety and compliance with applicable laws and regulations.
19. Performs related work as required.

QUALIFICATIONS:

Education and Experience: Minimum of a high school diploma or GED equivalent to the completion of the twelfth grade; and previous experience in with storeroom or stock control procedures; experience in vehicle and
facility repair, maintenance, and upkeep; previous experience driving light vehicles used in delivery work.

Licenses and Certifications:
- Valid California Class C driver’s license issued by the California Department of Motor Vehicles within 30 days of hire or before driving any vehicle requiring this license
- Valid Fork Lift Operator Certification in accordance with Cal-OSHA regulations

Knowledge, Skills, and Abilities:
- Knowledge and skill in use of computers and assorted software programs
- Knowledge of storeroom and stock control methods and procedures
- Knowledge of general automotive **maintenance and mechanics**
- Knowledge of tools and building maintenance, defensive driving and motor vehicle safety, delivery work, equipment operation and industrial safety procedures
- Knowledge of basic mathematical skills to perform simple computations
- Ability to understand and carry out verbal instruction
- Ability to communicate effectively both verbally and in writing with administrators, staff, students, and the community
- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
- Ability to establish and maintain work effectively working relationships with employees of all levels of district staff and vendors
- Ability to establish and maintain accurate records
- **Ability to use standard shop tools and equipment safely and efficiently**
- Lift heavy parts and supplies (75 lbs.);
- Read road maps, labels and route schedules;
- Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:
- Indoor office or warehouse environment
- Moderate noise
- Drive a vehicle to conduct work

Typical Physical Characteristics: (with or without use of aids; consideration will be given to reasonable accommodation).
- **Inspect documents and other written materials with fine print** sufficient vision to read printed material
- **Communicate to exchange information in person, in small groups, and/or on the telephone** sufficient hearing to hear normal and telephone conversations; ability to speak in an understandable voice with sufficient volume to be heard in a normal conversation;
- **Operate office equipment requiring repetitive hand movement and fine coordination** manual dexterity to write, operate telephone and use sign language;
- Good physical condition as determined by pre and post-employment inquiries and health reports
- **Move about facilities to conduct work including** walking, stooping, kneeling, crouching, crawling, bending, reaching with arms and hands, climbing, balancing, or remaining in a
seated **position for long periods of time** While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel and reach with hands and arms. The employee frequently is required to walk, sit, stoop, kneel, crouch or crawl. The employee is occasionally required to stand, climb, balance, talk, hear, taste and smell. Ability to maintain balance while standing when bus is in motion or starting and stopping; ability to stoop, bend, kneel and crawl. Employee must be able to reach high places using a ladder and or lift.

- The employee must regularly **Lift and/or move objects weighing up to 25 pounds**, frequently lift and or move up to 75 pounds and on occasion lift and or move with the assistance **objects weighing up to 100 pounds** with assistance
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception;

**Hazards:**
- Wet or humid environment
- Work near moving mechanical parts
- Work in high, precarious places
- Exposure to fumes, airborne particles, oil, grease, and fuel or other motor vehicle fluids
- Outdoor weather conditions
- Risk of electric shock and vibration

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: 6/23/1987
Revised: 8/9/1988
Revised: 3/17/1995 (License Only)
Revised: TBD
Job Description

POSITION CODE: 833
Classified Group: Teamsters
Salary Range: 23
Work Days: 212/234

POSITION TITLE: Utility Bus Driver

DEFINITION: Under general supervision, assigned to cover for absent drivers on home-to-school routes, field trips, and other driving or non-driving assignments as approved by the Transportation Director to safely drive a school bus or transportation vehicle in the transportation of regular and special needs students; to apply safe driving principles in vehicle operation; to maintain buses in a clean and safe condition; to perform minor bus maintenance; and to do other related duties as assigned including washing interior and exterior of buses.

DIRECTLY RESPONSIBLE TO: Director, Transportation Operations or Designee

SUPERVISION OVER: N/A

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities which may be found in positions within this classification.)
1. Drive a school bus or transportation vehicle on an assigned route according to an established time schedule.
2. Boards and discharges student passengers.
3. Assists in loading and unloading students and equipment including but not limited to wheelchair, ambulatory, etc.
4. Transports students, staff, and chaperones on field trips.
5. Enforces district policies and procedures.
6. Maintains discipline on buses.
7. Prepares reports including but not limited to mileage, time, and student load counts.
8. Maintains bus cleanliness on a daily basis.
10. Checks and reports maintenance needs.
11. Fuels buses.
12. Renders first-aid or emergency assistance as needed.
13. May also be assigned general maintenance and clean-up activities in the transportation department.
14. Performs related work as required.

QUALIFICATIONS:

Education and Experience: Minimum of a high school diploma or GED is required; Any combination equivalent to completion of the twelfth grade, experience in school bus driving under a wide variety of driving, weather and road conditions; a work history demonstrating dependability and reliability; good driving record; must be able to qualify for district insurance coverage.

Licenses and Certifications:
- Valid California Class B Commercial Driver License with Passenger and School Bus endorsements and air-brake certification
- Valid California School Bus Driver’s Certificate
Valid First-Aid Certificate issued by the American Red Cross, the California Highway Patrol or other District approved course
Valid medical certificate approved by the California Department of Motor Vehicles
Restrictions for Any or and all licenses/certifications may not include any restriction other than, ‘Automatic Transmission Only’.

Knowledge, Skills, and Abilities:
- Knowledge of safe driving principles and practices
- Knowledge of first aid and applicable provisions of California Motor Vehicle Code, Education Code, and other statutes/regulations applicable to the operation of vehicles in transportation of school children (students)
- Knowledge of first-aid techniques and procedures
- Knowledge of proper lifting techniques in accordance with established guidelines
- Knowledge of interpersonal skills using tact, patience, and courtesy
- Ability to communicate effectively both verbally and in writing with administrators, staff, students, and parents
- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
- Ability to drive a school bus safely over a variety of normal and hazardous road conditions
- Ability to maintain order among students on a bus
- Ability to remain calm in stressful situations
- Ability to make simple reports
- Ability to understand and follow carry out oral and written instructions
- Establish, maintain effective working relationships with students, public and staff members
- Ability to work establish, maintain effectively working relationships with all levels of district staff members, students, parents, public and the community
- Ability to be reliably at work in order to effectively carry out the duties of the position
- Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:
- School bus environment
- Constant noise
- Continuous contact with students and staff with frequent interruptions and significant distractions
- Contact with dissatisfied and/or uncooperative individuals
- Drive a vehicle to conduct work

Typical Physical Characteristics: (with or without use of aids; consideration will be given to reasonable accommodation).
- Sufficient vision to read printed Inspect documents and other written material with fine print
- Communicate to exchange information in person, in small groups, sufficient hearing to hear normal and/or on the telephone conversations;
- Ability to speak in an understandable voice with sufficient volume to be heard in a normal conversation;
- **Operate office equipment requiring repetitive hand movement and fine coordination**
  - Good physical condition as determined by pre and post-employment inquiries and health reports

  **Move about school bus and facilities to conduct work including**
  - walking, sitting, stooping, kneeling, crouching, crawling, climbing, standing, reaching with arms and hands, or balancing **for long periods of time**
  - The employee is regularly required to use hands to finger, handle or feel and reach with hands and arms.
  - The employee frequently is required to walk, sit, stoop, kneel, crouch or crawl.
  - The employee is occasionally required to stand, climb, balance, talk, hear, taste and smell.
  - ability to maintain balance while standing when bus is in motion or starting and stopping;
  - ability to stoop, bend, kneel and crawl.
  - Lift and/or move up to 25 pounds frequently lift and or move up to 50 pounds and on occasion lift and/or move the combined weight of students and adaptive equipment up to 100 pounds with assistance
  - Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception

**Hazards:**
- Exposure to gases, fumes, airborne particles, grease, and oil or **other motor vehicle fluids**
- Exposure to **and contact with** blood or other bodily fluids.

**Other Characteristics:**
- Willingness and Ability to work a split-shift as required

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

**Board Approved:** 6/1972
**Board Approved Utility Driver:** 10/25/1988
**Revised:** 3/17/1995 (License Only)
**Revised:** TBD
Purchasing Contracts Report
The following reports are submitted for board approval/ratification:

<table>
<thead>
<tr>
<th>Item</th>
<th>Inc</th>
<th>Page #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Orders &amp; Service Agreements</td>
<td>✔️</td>
<td>1</td>
</tr>
<tr>
<td>Change Orders</td>
<td>✔️</td>
<td>2</td>
</tr>
<tr>
<td>Construction &amp; Public Works Bids</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Piggyback Contracts</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Zero Dollar Contract</td>
<td>✔️</td>
<td>3</td>
</tr>
<tr>
<td>Bids/RFPs</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>ERRATA</td>
<td>NA</td>
<td></td>
</tr>
</tbody>
</table>
## Purchasing Contracts Board Report
### Purchase Orders, Service Agreements, and Awards

May 1, 2019 - May 14, 2019

<table>
<thead>
<tr>
<th>PO#</th>
<th>Date</th>
<th>Vendor Name</th>
<th>Description</th>
<th>Amount ($)</th>
<th>Site/Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>907456</td>
<td>05/03/19</td>
<td>CHENG &amp; TSUI COMPANY INC.</td>
<td>Textbook Adoption - Chinese</td>
<td>$132,030.81</td>
<td>0404-TEACHING AND LEARNING</td>
</tr>
<tr>
<td>907454</td>
<td>05/03/19</td>
<td>MCGRAW-HILL EDUCATION INC.</td>
<td>Textbook Adoption - 10 &amp; 11 History</td>
<td>$1,024,552.20</td>
<td>0404-TEACHING AND LEARNING</td>
</tr>
<tr>
<td>907453</td>
<td>05/03/19</td>
<td>MCGRAW-HILL EDUCATION INC.</td>
<td>Textbook Adoption - 6-8 History-Social Science</td>
<td>$1,682,154.46</td>
<td>0404-TEACHING AND LEARNING</td>
</tr>
<tr>
<td>907455</td>
<td>05/03/19</td>
<td>STUDIES WEEKLY INC.</td>
<td>Textbook Adoption - History-Social Science / K-5</td>
<td>$1,031,147.24</td>
<td>0404-TEACHING AND LEARNING</td>
</tr>
</tbody>
</table>
### Change Orders

<table>
<thead>
<tr>
<th>PO#</th>
<th>Date</th>
<th>Vendor Name</th>
<th>Description</th>
<th>Original PO Amount</th>
<th>Previous Approved CID Totals</th>
<th>New Contract Amount</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>902277</td>
<td>05/10/19</td>
<td>Clark &amp; Sullivan</td>
<td>Amendment #1 facilities Lease final TBR for project</td>
<td>$1,650,000.00</td>
<td>$1,550,000.00</td>
<td>2,600,000.00</td>
<td>216 - Facilities</td>
</tr>
<tr>
<td>902278</td>
<td>05/10/19</td>
<td>Clark &amp; Sullivan</td>
<td>Amendment #1 facilities Lease final TBR for project</td>
<td>$1,360,000.00</td>
<td>$1,615,000.00</td>
<td>2,975,000.00</td>
<td>216 - Facilities</td>
</tr>
<tr>
<td>902284</td>
<td>05/10/19</td>
<td>Clark &amp; Sullivan</td>
<td>Amendment #1 facilities Lease final TBR for project</td>
<td>$1,393,000.00</td>
<td>$282,000.00</td>
<td>1,675,000.00</td>
<td>216 - Facilities</td>
</tr>
</tbody>
</table>

### Service Agreement Change Orders

<table>
<thead>
<tr>
<th>PO#</th>
<th>Date</th>
<th>Vendor Name</th>
<th>Description</th>
<th>Original PO Amount</th>
<th>Previous Approved CID Totals</th>
<th>New Contract Amount</th>
<th>Responsibility</th>
</tr>
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<tbody>
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</tbody>
</table>

### Contract Consultant Amendments/Change Orders

<table>
<thead>
<tr>
<th>PO#</th>
<th>Date</th>
<th>Vendor Name</th>
<th>Description</th>
<th>Original PO Amount</th>
<th>Previous Approved CID Totals</th>
<th>New Contract Amount</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

### Contract Amendments/Change Orders

<table>
<thead>
<tr>
<th>PO#</th>
<th>Date</th>
<th>Vendor Name</th>
<th>Description</th>
<th>Original PO Amount</th>
<th>Previous Approved CID Totals</th>
<th>New Contract Amount</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

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May 1, 2019 - May 14, 2019

Purchasing Contracts Board Report
Change Orders/Amendments for Items $92,600
<table>
<thead>
<tr>
<th>Fund</th>
<th>Date</th>
<th>Site/Department</th>
<th>Vendor Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>05/14/19</td>
<td>Business Support Services</td>
<td>GovDeals</td>
<td>Online auction for asset sales</td>
</tr>
<tr>
<td>01</td>
<td>05/14/19</td>
<td>Business Support Services</td>
<td>Schools Insurance Authority</td>
<td>Worker's Compensation Program</td>
</tr>
</tbody>
</table>
# Business and Financial Report

The following reports are submitted for board approval/ratification:

<table>
<thead>
<tr>
<th>Report</th>
<th>Inc</th>
<th>Page #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Easements/Leases</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notices of Completion</td>
<td>✔️</td>
<td>1</td>
</tr>
<tr>
<td>Quarterly Investment Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warrants &amp; Payroll</td>
<td>✔️</td>
<td>2</td>
</tr>
<tr>
<td>Budget Revisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-Rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERRATA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR</td>
<td>PROJECT</td>
<td>DATE OF ACCEPTANCE</td>
</tr>
<tr>
<td>----------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Vanden Bos Electric Inc.</td>
<td>PO#807981&lt;br&gt;Provide all labor, materials, equipment, tools, transportation and incidentals to provide District Wide Communication upgrades at: Cowan, Deterding, Mission, Arcade, Churchill, and Creekside. Located in the San Juan Unified School District. Vendor: Vanden Bos Electric</td>
<td>04/17/2019</td>
</tr>
<tr>
<td>Alessandro Electric, Inc.</td>
<td>PO#808632&lt;br&gt;Provide all labor, materials, equipment, tools, transportation and incidentals to provide District Wide Communication upgrades at: Del Dayo ES, El Camino HS, Mariemont ES, Sierra Oaks K-8, Starr King K-8, and Ralph Richardson Center located in the San Juan Unified School District. Vendor: Alessandro Electric, Inc.</td>
<td>04/17/2019</td>
</tr>
<tr>
<td>Alessandro Electric, Inc.</td>
<td>PO#808430&lt;br&gt;Provide all labor, materials, equipment, tools, transportation and incidentals to provide District Wide Communication upgrades at: Transportation, Garfield, Marvin Marshall, M&amp;O, Carmichael, Kenneth, Orange Grove, and Sunrise Tech located in San Juan Unified School District. Vendor: Alessandro Electric, Inc.</td>
<td>04/17/2019</td>
</tr>
</tbody>
</table>
### VENDOR AND CONTRACT WARRANTS

<table>
<thead>
<tr>
<th>Fund</th>
<th>April 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 General Fund</td>
<td>$5,501,036.43</td>
</tr>
<tr>
<td>09 Charter Schools</td>
<td>46,328.92</td>
</tr>
<tr>
<td>10 Special Ed Pass-Thru</td>
<td>344,502.59</td>
</tr>
<tr>
<td>11 Adult Education</td>
<td>6,853.62</td>
</tr>
<tr>
<td>12 Child Development</td>
<td>58,524.89</td>
</tr>
<tr>
<td>13 Food Service/Cafeteria</td>
<td>852,376.06</td>
</tr>
<tr>
<td>14 Deferred Maintenance</td>
<td>89,594.64</td>
</tr>
<tr>
<td>21 Building Fund</td>
<td>16,995.37</td>
</tr>
<tr>
<td>22 Measure S Building Fund</td>
<td>550.00</td>
</tr>
<tr>
<td>23 Measure J Building Fund</td>
<td>228,286.56</td>
</tr>
<tr>
<td>24 Measure N Building Fund</td>
<td>7,400,155.99</td>
</tr>
<tr>
<td>25 Capital Facilities</td>
<td>2,220.94</td>
</tr>
<tr>
<td>26 Measure P Building Fund</td>
<td>632,020.61</td>
</tr>
<tr>
<td>35 State Schools Facilities Fund</td>
<td>-</td>
</tr>
<tr>
<td>40 Sp Res FD -- Capital Outlay Proj</td>
<td>603.01</td>
</tr>
<tr>
<td>67 Self Insurance</td>
<td>890,311.46</td>
</tr>
<tr>
<td>95 Student Body Fund</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$16,070,361.09</strong></td>
</tr>
</tbody>
</table>

### PAYROLL AND BENEFITS

<table>
<thead>
<tr>
<th>All Funds</th>
<th>April 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Payroll</td>
<td>$19,544,883.85</td>
</tr>
<tr>
<td>Classified Payroll</td>
<td>7,079,114.25</td>
</tr>
<tr>
<td>Benefits</td>
<td>12,240,662.49</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$38,864,660.59</strong></td>
</tr>
</tbody>
</table>

**GRAND TOTAL** $54,935,021.68
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM:  G-5

MEETING DATE: 05/28/2019

SUBJECT: Surplus Property

DEPARTMENT: Business Support Services

CHECK ONE:
For Discussion: □
For Action: ✗
Report: □
Workshop: □
Recognition: □
Emergency Action: □

ACTION REQUESTED:
The superintendent is recommending that the board approve the disposal of surplus property pursuant to Board Policy 3270.

RATIONALE/BACKGROUND:
The Governing Board recognizes that the district may own personal property which is unusable, obsolete, or no longer needed by the district. The superintendent or designee shall arrange for the sale or disposal of district personal property in accordance with board policy and the requirements or state law.

The superintendent or designee shall identify to the board all items not needed by the district together with their estimated value and a recommended disposition.

ATTACHMENT(S):
A: List of Surplus Property

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget: $ N/A
Additional Budget: $ N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only □ On-going □

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY:  Dina Geiss, Director, Business Support Services
Kent Stephens, Deputy Superintendent

APPROVED BY:  Kent Kern, Superintendent of Schools
The following District property is unusable, obsolete, or no longer needed. The items are to be disposed of by sale, recycled, donated, or discarded as required by Board Policy 3270 Education Code 17545 and 17546.
The following District property is unusable, obsolete, or no longer needed. The items are to be disposed of by sale, recycled, donated, or discarded as required by Board Policy 3270 Education Code 17545 and 17546.

<table>
<thead>
<tr>
<th>Location/Site</th>
<th>Make</th>
<th>Model</th>
<th>Description</th>
<th>Serial #</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mira Loma</td>
<td>Jet</td>
<td>#HES-6108-2</td>
<td>Horizontal edge sander</td>
<td>7110102</td>
<td>Discarded</td>
</tr>
<tr>
<td>Mira Loma</td>
<td>Delta</td>
<td>438-02-314-2067</td>
<td>Radial Arm Saw</td>
<td>7PE5683409E-P</td>
<td>Discarded</td>
</tr>
<tr>
<td>Mira Loma</td>
<td>MAX</td>
<td></td>
<td>Osculating vertical spindle sander</td>
<td>002962</td>
<td>Discarded</td>
</tr>
<tr>
<td>Mira Loma</td>
<td>Grizzly</td>
<td>G1495</td>
<td>Heavy duty wood lathe</td>
<td>6721V-8</td>
<td>Discarded</td>
</tr>
<tr>
<td>Mira Loma</td>
<td>Howell</td>
<td>Type N</td>
<td>14” Disc Sander</td>
<td>6721V-8</td>
<td>Discarded</td>
</tr>
<tr>
<td>Mira Loma</td>
<td>Powermatic</td>
<td>1150</td>
<td>Drill Press</td>
<td>A7?1380</td>
<td>Discarded</td>
</tr>
<tr>
<td>Mira Loma</td>
<td>Powermatic</td>
<td>66</td>
<td>Table Saw</td>
<td>96663045</td>
<td>Discarded</td>
</tr>
</tbody>
</table>
AGENDA ITEM: G-6

BOARD OF EDUCATION

MEETING DATE: 05/28/2019

SUBJECT: El Sereno Eligibility for Dashboard Alternative School Status (DASS) Program

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:
The superintendent is recommending that the board approve certifying that the enrollment for El Sereno Alternative Education School meets the DASS program criteria.

RATIONALE/BACKGROUND:
In 2013, California’s accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). This new accountability system, the California School Dashboard (Dashboard), contains state indicators and standards to help identify a school’s strengths, weaknesses and areas in need of improvement. Because these state indicators and standards were developed for traditional (non-alternative) schools, the State Board of Education and stakeholders raised concerns that the state indicators and standards did not fairly evaluate the success or progress of alternative schools that serve high-risk students.

The DASS program replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable. To be eligible for DASS, alternative schools of choice must have an unduplicated count of at least 70 percent of the school’s total enrollment comprised of high-risk student groups. All schools voluntarily participating in DASS will be required to re-certify their high-risk student enrollments every three years.

Based on the 2018-2019 enrollment for El Sereno Alternative Education School, 73.9 percent of its students qualify as high-risk students.

ATTACHMENT(S):
A: What Is the DASS Program?
B: DASS Background Information
C: El Sereno DASS Application

PREVIOUS STAFF/BOARD ACTION:
Board of Education: 05/14/2019
Superintendent’s Cabinet: 05/06/2019

FISCAL IMPACT:
Current Budget: $ N/A
Additional Budget: $ N/A
Funding Source: N/A
Current Year Only ☐ On-going ☒

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Brett Wolfe, Director, CTE, K-12 Counseling & College/Career Readiness

APPROVED BY: Rick Messer, Assistant Superintendent, Secondary Education
Kent Kern, Superintendent of Schools
What is the Dashboard Alternative School Status Program?

The Dashboard Alternative School Status (DASS) is for schools that serve high-risk students. DASS Schools will receive a Dashboard for the first time in Fall 2018.

Same Dashboard and Indicators

Schools that participate in DASS will have their information displayed on the same Dashboard and be measured on the same set of indicators as non-alternative schools.

Six State Indicators

- Academic Indicator (English Language Arts and Mathematics)
- Chronic Absenteeism Indicator
- College/Career Indicator
- English Learner Progress Indicator (2018 Dashboard data are limited to assessment results)
- Graduation Rate Indicator
- Suspension Rate Indicator

DASS schools will receive one of five color-coded performance levels for each indicator, identical to those given to non-alternative schools. Performance levels range from lowest to highest performance and include red, orange, yellow, green, and blue.

Modified Measures

The state indicators and standards were developed for non-alternative schools. In order to fairly evaluate the success and progress of alternative schools that serve high-risk students, modified measures may be used for certain indicators. This means that these indicators may be calculated differently, or use different criteria, for DASS schools.

Non-Alternative Schools | Alternative Schools
---|---
Four-year graduation cohort | DASS grade 12 graduation rate

For a list of DASS schools, please visit the California Department of Education DASS Eligibility Criteria web page at [https://www.cde.ca.gov/ta/ac/eligibilitycriteria.asp](https://www.cde.ca.gov/ta/ac/eligibilitycriteria.asp).
DASS Background Information

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). This new accountability system, the California School Dashboard (Dashboard), contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. Because these state indicators and standards were developed for traditional (non-alternative) schools, the State Board of Education (SBE) and stakeholders raised concerns that the state indicators and standards did not fairly evaluate the success or progress of alternative schools that serve high-risk students.

The Dashboard Alternative School Status (DASS) program replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable for modified methods of measurement for accountability indicators, when appropriate.

DASS Schools - Defined Alternative Schools

The school has a school type identified in California Education Code (EC) Section 52052(d), which automatically qualifies them with an alternative status. These schools will be automatically placed into DASS. The school types identified in EC Section 52052(d) are:

- Continuation
- County or District Community Day
- Opportunity
- County Community
- Juvenile Court
- California Education Authority, Division of Juvenile Justice
- County-Run Special Education Schools

DASS Schools – Can Apply for Status

Other alternative schools are schools that serve high-risk students, but are not explicitly required to do so in the EC. These include: (1) alternative schools of choice and (2) charter schools that serve high-risk students. These schools must have an unduplicated count of at least 70 percent of the school's total enrollment comprised of high-risk student groups to be eligible for DASS. All schools voluntarily participating in DASS will be required to re-certify their high-risk student enrollments every three years.

Current District DASS Schools

All schools voluntarily participating in DASS will be required to re-certify their high-risk student enrollments every three years.

- Ralph Richardson Center
- La Entrada Continuation High
For the 2018-2019 school year, based on students enrolled as of March 29, 2019, the unduplicated enrolled count was the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Percent of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expelled (EC Section 48925(b)) including situations in which enforcement of the expulsion order was suspended (EC Section 48917)</td>
<td>0</td>
</tr>
<tr>
<td>Suspended (EC Section 48925(d)) more than 10 days in a school year</td>
<td>0</td>
</tr>
<tr>
<td>Wards of the Court (Welfare and Institution Code [WIC] Section 601 or 602) or dependents of the court (WIC Section 300 or 654)</td>
<td>0</td>
</tr>
<tr>
<td>Pregnant and/or Parenting</td>
<td>0</td>
</tr>
<tr>
<td>Recovered Dropouts – State Board of Education (SBE) defines recovered dropouts based on EC Section 52052.3(b) as students who: (1) are designated as dropouts pursuant to the exit and withdraw codes in the California Longitudinal Pupil Achievement Data System (CALPADS), or (2) left school and were not enrolled in a school for a period of 180 days</td>
<td>0</td>
</tr>
<tr>
<td>Habitually Truant (EC Section 48262) or Habitually Insubordinate and Disorderly whose attendance at the school is directed by a school attendance review board or probation officer (EC Section 48263)</td>
<td>5.6%</td>
</tr>
<tr>
<td>Retained more than once in kindergarten through grade eight</td>
<td>0</td>
</tr>
<tr>
<td>Students who are credit deficient (i.e., students who are one semester or more behind in the credits required to graduate on-time, per grade level, from the enrolling school’s credit requirements)</td>
<td>35.1%</td>
</tr>
<tr>
<td>Students with a gap in enrollment (i.e., students who have not been in any school during the 45 days prior to enrollment in the current school, where the 45 days does not include non-instructional days such as summer break, holiday break, off-track, and other days when a school is closed)</td>
<td>0.4%</td>
</tr>
<tr>
<td>Students with high level transiency (i.e., students who have been enrolled in more than two schools during the past academic year or have changed secondary schools more than two times since entering high school)</td>
<td>15.6%</td>
</tr>
<tr>
<td>Foster Youth (EC Section 42238.01[b])</td>
<td>6.8%</td>
</tr>
<tr>
<td>Homeless Youth</td>
<td>10.4%</td>
</tr>
<tr>
<td><strong>TOTAL Percentage of Students Meeting DASS Eligibility Criteria</strong></td>
<td><strong>74.0%</strong></td>
</tr>
</tbody>
</table>
The superintendent is recommending that the board approve the Air Monitoring Site Agreement between the Sacramento Metropolitan Air Quality Management District and San Juan Unified School District at Del Paso Manor Elementary School.

Rationale/Background:
Since December 1979, the Sacramento Metropolitan Air Quality Management District (“Licensee”) has operated an air-monitoring station at Del Paso Manor Elementary School; the location is further described in Exhibit A hereto (“Premises”). The Premises contain certain air-monitoring equipment that was installed and is maintained by Licensee. The parties have never had a formal written agreement for Licensee’s use of the site. The Licensee intends to update and replace its air-monitoring equipment located on the Premises, and the parties now desire to enter into this agreement permitting Licensee to update and replace air-monitoring equipment on the Premises and to continue using the site for air-quality management.

Attachment(s):
A: Air Monitoring Site Agreement
B: Exhibits A and B

Board Committee Action/Comment:
N/A

Previous Staff/Board Action:
Superintendent’s Cabinet: 05/20/2019

Fiscal Impact:
Current Budget: N/A
Additional Budget: N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☐ Ongoing: ☐

 LCAP/Strategic Plan:
Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

Prepared By: Frank Camarda, Assistant Superintendent of Operations, Facilities and Transportation

Approved By: Kent Kern, Superintendent of Schools
AIR MONITORING SITE AGREEMENT

This Site Use Agreement ("Agreement") is entered into on [Effective Date] ("Effective Date"), by and between the San Juan Unified School District, a California public school district, ("District") and Sacramento Metropolitan Air Quality Management District, a California local public agency, ("Licensee"). The District and Licensee are collectively referred to as the "Parties."

RECITALS

A. WHEREAS, District is the owner of certain real property located at 2700 Maryal Drive, Sacramento, California 95821 ("Property");

B. WHEREAS, Licensee has an obligation to establish and maintain air monitoring sites throughout the region for the purpose of monitoring air pollution;

C. WHEREAS, since December 1979, Licensee has operated an air monitoring station at a certain location on the Property, which is further described in Exhibit A hereto ("Premises");

D. WHEREAS, the Premises contain certain air monitoring equipment that was installed and is maintained by Licensee;

E. WHEREAS, the Parties have never had a formal written agreement for Licensee’s use of the Site;

F. WHEREAS, Licensee intends to update and replace its air monitoring equipment located on the Premises; and

G. WHEREAS, the Parties now desire to enter into this Agreement permitting Licensee to update and replace air monitoring equipment on the Premises and to continue using the Site for air quality management.

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, including the recitals hereof, which are incorporated herein by this reference, the Parties agree as follows:

AGREEMENT

1. Grant of License. District hereby grants use to Licensee, and Licensee hereby accepts from Licensor, a revocable non-exclusive license ("License") to use the Property under the terms and conditions of this Agreement.

2. Permitted Uses of Premises. Licensee may use the Premises, subject to the terms and conditions of this Agreement, for purposes consistent with air quality management. Licensee shall be responsible for use and development of the Property for the intended purposes.
District permits use of all air monitoring equipment installed and maintained by Licensee, including compressed gas cylinders. Licensee agrees to handle and maintain all compressed gas cylinders in compliance with all applicable federal, state, or local laws and regulations.

3. **Ongoing Access to Premises.** Licensee, Licensee’s employees, and agents, shall have access to the Premises for air monitoring purposes and for replacement of air monitoring equipment. District reserves the right to refuse Licensee access to the Premises at particular times and particular dates, when such access will interfere with the District’s use of the Property. District grants to Licensee and Licensee’s employees and agents, a non-exclusive right of access for pedestrian and vehicular ingress and egress across the Premises, which is shown in [Exhibit B](#) attached hereto.

Licensee shall install any warning signs on or about the Premises required by federal, state or local law.

In exercising its right of access to the Premises herein, Licensee agrees to cooperate with any reasonable security procedures utilized by District on the Premises and further agrees not to unduly disturb or interfere with the business or other activities of District or other occupants of the Property.

District shall maintain all existing access to roadways or driveways extending from the nearest public roadway to the Premises in a manner sufficient to allow for Licensee’s access to the Premises. District shall be responsible for maintaining and repairing such roadways and driveways at District’s sole expense, except for any damage caused by Licensee’s use of such roadways or driveways. If Licensee causes any such damage, Licensee shall promptly repair the same at its sole expense.

4. **Term.** The term of this Agreement shall commence on [insert date], 2019 (“Effective Date”) and shall be for five (5) years (“Term”) and will automatically renew for two additional five (5) year terms (each one a “Renewal Term”) upon expiration of the initial term or then current term.

5. **License Fee.** Licensee may use the Premises at no charge, but in consideration of the obligation set forth in this Agreement. District reserves the right, after the Term, to impose fees for use of the Premises by Licensee, in accordance with applicable law.

6. **Taxes, Assessments and Other Charges.** Although this Agreement creates no interest in the Property, Licensee acknowledges that, pursuant to California Revenue and Taxation Code section 107.6, under some circumstances, Licensee’s use of the Property may be subject to property taxation. District makes no representation as to whether or not taxes are due. Licensee shall be solely responsible for any property taxes arising out of Licensee’s use of the Property, including delinquent taxes. If District receives a notice of property tax liability arising out of Licensee’s use of the Property, District shall immediately send the notice to Licensee, pursuant to Section 26 of this Agreement, so Licensee may timely address the notice and pay any associated property tax liability.
7. **Non-Exclusive Use of Property.** District retains for the Term of this Agreement, the non-exclusive right to use of the Premises. District’s right to use the Premises pursuant to this Agreement is non-exclusive, and shall in no way unreasonably interfere with Licensee’s rights under this Agreement.

8. **Assignment.** Unless expressly stated herein, neither party may assign, delegate, sublicense, or otherwise transfer their rights and obligations under this Agreement, in whole or in part, without the prior written consent of the other party. Any transfer, assignment, delegation or sublicense by a party without such prior written consent is invalid.

9. **Prohibited Use.** Licensee shall not place upon the Premises any hazardous materials and shall properly dispose of all wastes in a legal manner and in appropriate receptacles. Licensee shall not create a nuisance or perform any other act or thing which interferes with the quiet enjoyment of the surrounding property by District or any sublicensee. For purposes of this Agreement, hazardous materials means any materials or substances defined as hazardous materials, substances or waste, or toxic materials, substances or hazardous waste as those terms or similar terms are defined by any other federal, state or local law, rule, regulation, ordinance or order.

10. **Condition of Property.** Licensee accepts use of the Premises in its existing “AS IS” condition on the Effective Date, without any representations or warranties of any kind express or implied, with respect thereto. Licensee also assumes the risk of any damage to property or injury to persons which may be caused by Licensee’s use of the Premises. Except as expressly permitted by this Agreement and any Exhibits attached hereto, Licensee shall not make any alterations, renovations or improvements (“Improvements”) to the Property without the prior written consent of District. If District authorizes any Improvements, Licensee shall pay for all such Improvements, and shall indemnify, defend and hold District harmless with respect to any claim for mechanics’ or materialmen’s liens for work performed, services rendered and materials provided or delivered to or for Licensee for such purpose.

11. **Maintenance.** Licensee, at its sole cost and expense, shall at all times during the Term of this Agreement, keep and maintain the Premises in good order and condition, and free from rubbish, debris and brush.

12. **Utilities.** Licensee will pay all utilities necessary to operate and maintain the Premises including, without limitation, water, gas, and electricity. Licensee shall ensure that any required meters for measuring utility use are installed on the Premises.

13. **Improvements.** With the prior written approval of District, Licensee may, at its sole cost and expense, construct or cause to be constructed on the Premises those alterations, additions, and improvements (“Improvements”) which Licensee deems necessary to its permitted uses of the Premises, subject to local site, zoning, and design review and other required approvals. Upon Licensee’s request for the District’s written approval, Licensee shall provide District all drawings from any schematic design phase of
a proposed Improvement to District for review and approval. District may require additional information and drawing prior to providing its approval.

Licensee shall be solely responsible, at its own cost and expense, for securing and maintaining all applicable local, State and governmental permits and approvals necessary for the completion of any Improvements undertaken by Licensee on the Premises. All Improvements constructed on the Premises by Licensee shall remain the sole property of Licensee during the Term of this Agreement and upon expiration of the Agreement or earlier termination as herein provided.

14. **Title to Property.** Licensee acknowledges the legal title of District to the Property and agrees never to deny such title or to claim title in Licensee’s name. Licensee shall exercise the privilege granted in this Agreement at Licensee’s own risk, and hereby waives any and all claims for damages against District for any injuries or damages suffered because of the exercise of such privilege.

15. **Liens and Claims.** Licensee shall not suffer or permit to be enforced against District’s title to the Property any lien, claim or demand arising from any construction activities conducted under the terms of this Agreement. Licensee shall pay all such liens, claims or demands before any action is brought to enforce any such lien, claim or demand against the Property together with all costs and expenses in connection therewith.

16. **License Subject to Existing Rights of Others.** This License is subject to all existing easements, servitudes, licenses, rights of ways for canals, ditches, levees, roads, highways, and telegraph, telephone, electric power lines, pipelines, and other appurtenances, whether recorded or not.

17. **Termination.** Either party may terminate the License and this Agreement at any time by providing thirty (30) days’ written notice to the other party. Upon termination of the Agreement, Licensee shall return the Premises to its original condition, normal wear and tear excepted. All authorized Improvements to the Premises shall remain the sole property of the District.

18. **Indemnification.** District shall indemnify, defend, and hold harmless Licensee and its governing body and each member thereof, officers, employees and agents, from every expense, cost, loss, claim, demand, suit, action, judgment, liability, or payment, including but not limited to attorneys’ fees, arising from or relating to Licensor’s operation, use or occupancy of the Premises, or otherwise arising from this Agreement and the subject matter thereof, except to the extent that said expense, cost, loss, claim, demand, suit, action, judgment, liability, or payment was caused by Licensee’s wrongful or negligent act or omission. Licensee shall indemnify, defend, and hold harmless District from every expense, cost, loss, claim, demand, suit, action, judgment, liability, or payment, including but not limited to attorney’s fees, arising from or relating to Licensee’s use, occupancy, or possession of the Premises, or otherwise arising from this Agreement and the subject matter thereof, except to the extent that said expense, cost, loss, claim, demand, suit, action, judgment, liability, or payment was caused by District’s wrongful or negligent act
or omission. This Section shall survive termination, cancellation, or expiration of this Agreement.

19. **Insurance.** Licensee shall, at all times during the term of this Agreement, and at its own cost and expense, procure and continue in force the following insurance coverage: Bodily Injury and Property Damage Liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million Dollars ($2,000,000) per occurrence and not less than Four Million Dollars ($4,000,000) for property damage, and shall be maintained on an occurrence basis. Such minimum limits of policies shall in no event limit the liability of Licensee hereunder. Such insurance shall name the District as an additional insured. Insurance, shall be with companies having a rating of not less than A- in “Best’s Insurance Guide”. Licensee shall furnish from the insurer or cause the insurer to furnish certificates of coverage to the District. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) days prior written notice to the District by the insurer and with the consent of the District thereto.

In the event of property damage or personal injury caused by Licensee, its officers, employees or agents, all such policies shall be considered primary policies not contributing with and not in excess of the coverage that the District must carry. In the event property damage or personal injury is caused by the District, its officers, employees or agents, or any unaffiliated third party, Licensee policies shall be secondary and in excess of the coverage that the District may carry. Licensee shall, at least twenty (20) days prior to the expiration of such policies, furnish the District with renewals or binders. Licensee agrees that if Licensee does not take out and maintain such insurance, then the District may (but shall not be required to) procure said insurance on Licensee’s behalf and charge Licensee the premiums together with a 15% handling charge, payable upon demand.

Licensee shall have the right to provide such insurance coverage pursuant to blanket policies obtained by Licensee provided such blanket policies expressly afford coverage to the Premises and to Licensee as required by this Agreement.

During the term of this Agreement, the District shall continue to maintain insurance against claims for injuries to persons or damages to property (real and personal, including any personal property of the District in amounts equal to that maintained by the District prior to Licensee’s occupancy.

20. **Severability.** If any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect. This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the parties who jointly prepared this Agreement.

21. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject
matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Sacramento County, subject to any motion for transfer of venue.

22. **No Partnership/Joint Venture.** This Agreement does not and shall not evidence a partnership or joint venture between the District and Licensee.

23. **Third Party Beneficiaries.** Unless specifically set forth herein, nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

24. **Voluntary Agreement.** Licensee and District each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The Parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement.

25. **Entire Agreement; Amendment.** This Agreement, along with any Exhibits referenced herein and attached hereto, constitutes the entire agreement and understanding between the parties regarding the subject matter hereof and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any modifications or amendments to this Agreement shall not be effective unless in writing and executed by authorized representatives of both parties.

26. **Notice.** Whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing, addressed as follows, and deemed given upon the earlier of delivery or five (5) calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid to the individual at the address identified with the signatures below. A party may change its address for notices by providing notice to the other parties as provided below.

**To the Licensor:**

San Juan Unified School District  
Attn: Frank Camarda  
Assistant Superintendent  
Operations, Facilities & Transportation  
6135 Sutter Avenue  
Carmichael, CA 95608

**To the Licensee:**

Sacramento Metropolitan Air Quality District  
Attn: Levi Ford  
Program Supervisor  
777 12th Street, 3rd Floor  
Sacramento, CA 95814
27. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude District from any or further exercise of any right or remedy.

28. **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

29. **Amendment.** No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.

30. **Construction.** Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

31. **Prevailing Authority.** In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified.

32. **Subject to Approval by Governing Board.** This Agreement shall become effective upon ratification by the District’s Governing Board.

33. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format (“pdf”) to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

34. **Warranty of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.
Licensee

By: ______________________________
   Alberto Ayala, Ph.D., M.S.E.
   Executive Director/APCO

Date: ____________

Reviewed by:

________________________
   Kathrine Pittard
   District Counsel

San Juan Unified School District

By: __________________________
   Frank Camarda
   Assistant Superintendent Operations,
   Facilities & Transportation

Date: ________________

Approved and ratified this _____ day of ________________, 2019, by the Board of Trustees of the San Juan Unified School District by the following vote:

AYES: ______

NOES: ______

Abstentions: ______

________________________
   Secretary to the Board of Trustees
Exhibit A – Description of Premises

LEGAL DESCRIPTION

AIR DISTRICT LICENSED AREA AT DEL PASO MANOR ELEMENTARY SCHOOL

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND OWNED BY SAN JUAN UNIFIED SCHOOL DISTRICT LOCATED AT 2700 MARYAL DRIVE SACRAMENTO CALIFORNIA IN A.P.N.:269-0181-001 AND BEING A PORTION OF SECTION 41 AS SAID SECTION IS SHOWN AND DESIGNATED ON THE MAP OF SURVEY AND SUBDIVISION OF RANCHO DEL PASO FILED ON MARCH 4, 1911, IN BOOK A OF SURVEYS MAP NUMBER 94, COUNTY SACRAMENTO, STATE OF CALIFORNIA.

BEGINNING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND OWNED BY DEL PASO MANOR COUNTY WATER DISTRICT A.P.N.: 269-0181-002, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID LINE BEING COMMON TO THE EASTERLY LINE OF AFORESAID PARCEL OF LAND A.P.N.: 269-0181-001 SAID POINT OF BEGINNING BEARS THE FOLLOWING FOUR (4) COURSES FROM THE CENTERLINE INTERSECTION OF ANNETTE STREET AND AVALON DRIVE;

1. ALONG THE CENTERLINE OF AVALON DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 725.00 FEET HAVING A CENTRAL ANGLE OF 08°10’29” WITH AN ARC LENGTH OF 103.44 FEET SUBTENDED BY A CHORD OF SOUTH 08°57’43” EAST 103.35 FEET;

2. LEAVING SAID CENTERLINE WEST 25.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AVALON DRIVE SAID POINT BEING THE NORTHEAST CORNER OF AFORESAID A.P.N.: 269-0181-002;
3. ALONG THE NORTHERN LINE OF SAID A.P.N.: 269-0181-002 WEST 152.27 FEET;
4. ALONG THE WESTERLY LINE OF SAID A.P.N.: 269-0181-002 SOUTH 15.00 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING SIX (6) COURSES:

1. ALONG AFORESAID COMMON PROPERTY LINE SOUTH 31.46 FEET;
2. LEAVING SAID COMMON LINE WEST 10.00 FEET;
3. SOUTH 33.54 FEET;
4. WEST 40.00 FEET;
5. NORTH 65.00 FEET;
6. EAST 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2915 SQUARE FEET

END OF DESCRIPTION

BASIS OF BEARING FOR THIS DESCRIPTION IS IDENTICAL TO THAT CERTAIN MAP OF DEL PASO MANOR UNIT NUMBER 2 ON FILE IN THE OFFICE OF THE RECORDER IN BOOK 28 OF MAPS AT PAGE 4, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.

1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762
Exhibit B – Map of Right of Access
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: G-8
MEETING DATE: 05/28/2019

SUBJECT: Head Start and Early Head Start
Grant Resolution for Fiscal Year 2019-2020

DEPARTMENT: Early Childhood Education

CHECK ONE:
For Discussion: ☐
For Action: ☒
Report: ☐
Workshop: ☐
Recognition: ☐
Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending that the board approve the Head Start and Early Head Start grant resolution with the Sacramento Employment and Training Agency (SETA).

RATIONALE/BACKGROUND:
The annual Head Start and Early Head Start grant resolution is an agreement to implement the Head Start and Early Head Start funding for fiscal year 2019-2020. Head Start and Early Head Start are comprehensive programs designed to meet the needs of pregnant women and children from infancy through 5 years of age, including infant, toddler and preschool programs.

ATTACHMENT(S):
A: Resolution Authorizing Execution of Delegate Agency Agreement

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget – Head Start: $8,497,966
Current Budget – Early Head Start: $1,867,948
Total Current Budget: $10,365,914
Funding Source: Federal – Health & Human Services
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☒ On-going ☐

LCAP/STRATEGIC PLAN:
Goal: 1, 2 Focus: N/A
Action: N/A
Strategic Plan: 1, 2

PREPARED BY: Jim Walters, Program Manager, Early Childhood Education

APPROVED BY: Melissa Bassanelli, Assistant Superintendent, Elementary Education
Kent Kern, Superintendent of Schools
RESOLUTION AUTHORIZING EXECUTION OF DELEGATE AGENCY AGREEMENT
FROM THE SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
(GOVERNMENTAL ENTITY)

WHEREAS, San Juan Unified School District
(Name of Entity)
a California local governmental entity (hereinafter referred to as "DELEGATE"), desires to enter into
an AGREEMENT with the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, a Joint
Powers Agency and Head Start Grantee (hereinafter referred to as "SETA"), for the operation of
a Head Start Program under the Head Start Act, 42 U.S.C. Section 9801, et seq., as amended;

THEREFORE, BE IT RESOLVED THAT the Governing Body of DELEGATE hereby
authorizes the execution of AGREEMENT # 20C6651S0 by and between DELEGATE
and SETA; and

BE IT FURTHER RESOLVED THAT any individual employed by DELEGATE in the
position(s) of:

Title
1. Melissa Bassanelli, Assistant Superintendent, Elementary Education
2. Jim Walters, Program Manager, Early Childhood Education
3. ____________________________
is/are hereby authorized on behalf of and in the name of DELEGATE and as its official act and deed
to sign and otherwise enter into AGREEMENT # 20C6651S0 with SETA; and

BE IT FURTHER RESOLVED THAT any individual employed by DELEGATE in the
position(s) of:

Title
1. Debra Brown, Administrator, Early Childhood Education
2. Juliann Wolney, Administrator, Early Childhood Education
3. Norma Hammer-Agor, Administrator, Early Childhood Education

shall be authorized to act on behalf of DELEGATE with respect to this AGREEMENT # 20C6651S0
by and between DELEGATE and SETA and that SETA may rely upon any
communication or act, including telephone communication, made by the individuals authorized to
act on behalf of DELEGATE pursuant to this resolution; and

BE IT FURTHER RESOLVED THAT the following individuals comprise the entire Governing Body of DELEGATE:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City, Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pam Costa, President</td>
<td>3738 Walnut Avenue</td>
<td>Carmichael 95608</td>
</tr>
<tr>
<td>Paula Villescaz, Vice President</td>
<td>3738 Walnut Avenue</td>
<td>Carmichael 95608</td>
</tr>
<tr>
<td>Michael McKibbin, Ed.D., Clerk</td>
<td>3738 Walnut Avenue</td>
<td>Carmichael 95608</td>
</tr>
<tr>
<td>Zima Creason, Member</td>
<td>3738 Walnut Avenue</td>
<td>Carmichael 95608</td>
</tr>
<tr>
<td>Saul Hernandez, Member</td>
<td>3738 Walnut Avenue</td>
<td>Carmichael 95608</td>
</tr>
</tbody>
</table>

AND BE IT FURTHER RESOLVED THAT the authority conferred pursuant to this resolution and the representations contained herein shall remain in full force and effect until written notice of the revocation thereof shall have been received by SETA.

I, Michael McKibbin, Ed.D. (Name) Clerk, Board of Education (Title) of San Juan Unified School District (Name of Entity), a California local governmental entity, do hereby certify and declare that the foregoing is a full, true and complete copy of a resolution duly passed and adopted by the Governing Body of San Juan Unified School District (Name of Entity) at a meeting of said Body duly and regularly called, noticed and held, at 3738 Walnut Avenue, Carmichael, California 95608, on the 28th day of May, 2019, at which meeting a quorum of the Governing Body was present and a majority of which quorum voted in favor of said resolution, and that said resolution is now in full force and effect.
IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th day of May, 2019.

San Juan Unified School District
(Name of Entity)

BY: ________________________________
(Signature)

Michael McKibbin, Ed.D.
(Typed Name)
Clerk, Board of Education
(Title)
SUBJECT: Reallocation of Head Start Slots

DEPARTMENT: Early Childhood Education

ACTION REQUESTED:
The superintendent is recommending that the board approve the implementation of reallocated Head Start slots to the San Juan Unified School District beginning in fiscal year 2019-2020.

RATIONALE/BACKGROUND:
The Sacramento Employment and Training Agency (SETA) has reviewed and approved the Early Childhood Education Department’s refunding application for 2019-2020. This funding will allow 384 students to move from a half-day to a full-day program model and receive comprehensive services including, but not limited to, health screening, mental health services, school community workers and bilingual assistance. In addition, this funding will lower the amount of contacts that each teacher has and allow for more attention to each student.

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget: $6,178,822
Reallocated Slots: $2,319,144
Current Budget – Early Head Start: $1,867,948
Total Current Budget: $10,365,914
Funding Source: Federal – Health & Human Services
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☐ On-going ☑

LCAP/STRATEGIC PLAN:
Goal: 1, 2 Focus: N/A
Action: N/A
Strategic Plan: 1, 2

PREPARED BY: Jim Walters, Program Manager, Early Childhood Education

APPROVED BY: Melissa Bassanelli, Assistant Superintendent, Elementary Education
Kent Kern, Superintendent of Schools
AGENDA ITEM: G-10

SUBJECT: Impasse Procedures Between San Juan Unified School District Head Start/Early Head Start Policy Committee and San Juan Unified School District Board of Education

DEPARTMENT: Early Childhood Education

CHECK ONE:
- For Discussion: [ ]
- For Action: [x]
- Report: [ ]
- Workshop: [ ]
- Recognition: [ ]
- Emergency Action: [ ]

ACTION REQUESTED:
The superintendent is recommending that the board adopt Resolution No. 2949 and approve implementation of the impasse procedures required under federal regulations (45 C.F.R. Part 1304).

RATIONALE/BACKGROUND:
The purpose of impasse procedures for the Head Start/Early Head Start Policy Committee is to ensure that there is a policy in place for when the policy committee and the school board have a disagreement. An example of this would be if the policy committee approved new funding, changes to the program approach or new hires, but the school board did not approve and vice versa.

ATTACHMENT(S):
A: Resolution No. 2949 and Impasse Procedures

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
- Current Budget: $ N/A
- Additional Budget: $ N/A
- Funding Source: N/A
  (Unrestricted Base, Supplemental, other restricted, etc.)
  Current Year Only [ ] On-going [ ]

LCAP/STRATEGIC PLAN:
- Goal: 1, 2 Focus: N/A
- Action: N/A
- Strategic Plan: 1, 2

PREPARED BY: Jim Walters, Program Manager, Early Childhood Education

APPROVED BY: Melissa Bassanelli, Assistant Superintendent, Elementary Education
Kent Kern, Superintendent of Schools
SHARED DECISION-MAKING, INTERNAL DISPUTE RESOLUTION AND IMPASSE PROCEDURES BETWEEN THE SAN JUAN UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION AND THE SAN JUAN UNIFIED SCHOOL DISTRICT HEAD START/EARLY HEAD START POLICY COMMITTEE

THIS AGREEMENT, dated for convenience May 28, 2019, is made and entered into by and between the San Juan Unified School District Board of Education and the San Juan Unified School District Head Start/Early Head Start Policy Committee.

WHEREAS, the Federal Head Start Act (42 U.S.C. §9801, et seq.) authorizes a local public or non-profit agency to be designated as a Head Start Agency and to serve as a Head Start Delegate Agency to provide services to Head Start eligible children and families in a designated community; and,

WHEREAS, San Juan Unified School District Board of Education is the Delegate Board for San Juan Unified School District Head Start; and,

WHEREAS, the Head Start Act implementing regulation (45 C.F.R. Part 1304) requires that each Delegate establish a policy committee comprised of at least 51% parents of children currently enrolled in the program who have been elected by the parents of children currently enrolled in the program, plus representatives of the community; and,

WHEREAS, the Head Start/Early Head Start Policy Committee has been established as the Policy Committee for San Juan Unified School District Head Start; and,

WHEREAS, the Head Start regulations further require that the Board of Education and Policy Committee establish written procedures describing how the Board of Education and the Policy Committee will implement shared decision-making and how they will resolve internal disputes, including impasse procedures; and,

WHEREAS, the Policy Committee has approved this Agreement and authorized its Chairperson to execute it at a meeting duly noticed and held on March 21, 2019; and,

WHEREAS, the Board of Education has approved this Agreement and authorized its Chairperson to execute it at a meeting duly noticed and held on May 28, 2019.
NOW, THEREFORE, the parties agree as follows:

1. Action of the Board of Education and the Policy Committee with respect to all shared decision matters shall be implemented as follows:

   A. The Policy Committee shall make initial decisions with respect to all shared decision matters and shall refer those decisions to the Board of Education for concurrence.

   B. The Board of Education then considers the decision reached by the Policy Committee and either concurs with, modifies or rejects the Policy Committee’s decision. If the Board of Education concurs, the joint decision shall become the decision of San Juan Unified School District Head Start. If the Board of Education modifies or rejects the decision of the Policy Committee, the matter shall be referred back to the Policy Committee, in writing within two weeks, for concurrence. If the Policy Committee concurs, the joint decision shall become the decision of San Juan Unified School District Head Start. If, for any reason, the Board of Education and the Policy Committee are unable to reach concurrence with respect to a shared decision matter, the matter shall proceed to the Impasse Committee as outlined in Section 2, below.

2. When the Policy Committee and the Board of Education fail to concur with respect to any shared decision matter, the following impasse procedures shall be utilized to resolve the matter.

   A. The Program Manager shall arrange within 30 days of impasse an Impasse Committee to address the matter. All meetings of the Impasse Committee shall be held consistent with the Ralph M. Brown Act.

   B. The Board of Education and the Policy Committee shall appoint two (2) members to serve on the Impasse Committee, which shall meet and discuss the matter to reach resolution. Once the Impasse Committee has reached agreement on a recommended course of action, the recommendation shall be submitted to the Policy Committee and then to the Board of Education for acceptance and concurrence. If either the Policy Committee or the Board of Education rejects the Impasse Committee recommendation, the matter shall be referred back to the Impasse Committee for further decision and recommendations. This process shall be continued until the Policy Committee and the Board of Education mutually agree on an acceptable resolution of the matter. Such mutual agreement shall constitute the final action of San Juan Unified School District Head Start regarding the matter.
C. In the unlikely event that these impasse procedures fail to result in an agreement, the parties shall resolve the matter as provided in the Head Start Program Performance Standard §1301.6.

3. No final decision resulting from this process shall be implemented in any manner that is arbitrary, capricious or illegal.

Executed in Sacramento, California on the dates appearing below.

Dated: ________________________

SJUSD HEAD START POLICY COMMITTEE

________________________________
Chairperson

Dated: ________________________

SJUSD Board of Education

________________________________
President
SAN JUAN UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

AGENDA ITEM: G-11
MEETING DATE: 05/28/2019

SUBJECT: Cell Tower Lease Amendment

DEPARTMENT: Facilities

CHECK ONE:
For Discussion: ☐
For Action: ☒
Report: ☐
Workshop: ☐
Recognition: ☐
Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending that the board approve the second amendment to the lease agreement between San Juan Unified School District (SJUSD) and GTP Acquisition Partners II, LLC for the cell tower site located at the district office, 3738 Walnut Avenue, Carmichael, California 95608.

RATIONALE/BACKGROUND:
The lease agreement between SJUSD and GTP Acquisition Partners II, LLC was originally entered into on September 7, 2000, between SJUSD and the original lessee, West Coast PCS, LLC. GTP Acquisition Partners II, LLC is the current successor under the lease for the cell tower site located at the district office.

A prior version of this amendment was approved by the district board on June 12, 2018. The current amendment, attached hereto as Exhibit A, verifies the space leased by SJUSD and the access easement to the cell tower site granted by SJUSD, and increases current rent at this site from $2,730.37 to $2,899.03 per month.

ATTACHMENT(S):
1) Exhibit A – Lease Amendment

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Board of Education: 06/12/2018
Superintendent’s Cabinet: 06/04/2018; 05/20/2019

FISCAL IMPACT:
Current Budget: $ N/A
Additional Budget: $ N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☐ On-going ☐

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation

APPROVED BY: Kent Kern, Superintendent of Schools
THE SECOND AMENDMENT TO SITE LEASE AGREEMENT

This Second Amendment to Site Lease Agreement (this “Amendment”) is made effective as of the latter signature date hereof (the “Effective Date”) by and between San Juan Unified School District (“District”) and GTP Acquisition Partners II, LLC, a Delaware limited liability company (“Lessee”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, District owns the real property located at 3738 Walnut Avenue, Carmichael, California 95608 (“District Office”), described in Exhibit A attached hereto and by this reference made a part hereof (the “Property”); and

WHEREAS, District and Lessee (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated September 7, 2000 (as the same may have been amended from time to time, collectively, the “Lease”), pursuant to which the Lessee leases a portion of the Property and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Property so leased along with such portion of the Property so affected, collectively, the “Site”), which Site are also described on Exhibit A; and

WHEREAS, District and Lessee desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Lessee shall pay to District a one-time payment in the amount of Twenty Five Thousand and No/100 Dollars ($25,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Lessee’s receipt of this Amendment executed by District, on or before May 1, 2019; (b) Lessee’s confirmation that District’s statements as further set forth in this Amendment are true, accurate, and complete, including verification of District’s ownership; (c) Lessee’s receipt of any documents and other items reasonably requested by Lessee in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Lessee of an original Memorandum (as defined herein) executed by District.

2. **Lease Term Extended.** The Parties agree hereby that Paragraph E of the Lease shall be deleted in its entirety and is of no further force or effect.

Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on March 12, 2001 and, without giving effect to the terms of this Amendment but assuming the exercise by Lessee of all remaining renewal options contained in the Lease (each an “Existing Renewal Term” and, collectively, the “Existing Renewal Terms”), the Lease is otherwise scheduled to expire on March 11, 2026. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Lessee with the option to extend the Lease for each of five (5) additional five (5) year renewal terms (each a “New Renewal Term” and, collectively, the “New Renewal Terms”). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Lessee notifies District that Lessee elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) District shall be able to terminate this Lease only in the event of a material default by Lessee, which default is not cured within sixty (60) days of Lessee’s receipt of written notice thereof, provided, however, in the event that Lessee has diligently commenced to cure a material default within
sixty (60) days of Lessee’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Lessee shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to “Renewal Term” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The District hereby agrees to execute and return to Lessee an original Memorandum of Lease in the form and of the substance attached hereto as Exhibit B and by this reference made a part hereof (the “Memorandum”) executed by District, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Lessee to District.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Lessee to District under the Lease currently is and shall remain **Two Thousand Eight Hundred Ninety-Nine and 03/100 Dollars ($2,899.03)** per month (the “Rent”). Commencing on March 12, 2020 on each successive annual anniversary thereof (the “Increase Date”), Rent due under the Lease will be increased by the percent increase in the Consumer Price Index for all Urban Consumers, U.S. City Average, as published by the United States Department of Labor Statistics (1982-1984 = 100) (the “Index”) for the immediately preceding year, provided that the increase shall **not be less than three percent (3%) and not greater than five percent (5%) annually.** As used herein, “preceding year” means the 12-month period ending as of the last day of the full month that is three (3) months prior to the Increase Date. For example, if the rent increase is being determined in connection with an Increase Date of October 1st, then the ‘preceding year’ would be the 12-month period ending as of July 31st. If the Index is no longer published, then a comparable index, which measures inflationary factors, and the corresponding decrease in the purchasing power of U. S. Dollar, shall be selected by Lessee and the Index adjustment shall be based upon such index. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Lessee to District under the Lease and this Amendment shall be paid to San Juan Unified School District. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and of no further force and effect.

4. **Revenue Share.** The Parties hereby agree that Paragraph H(3) of the Lease shall be deleted its entirety and replaced with the following:

   a. Subject to the other applicable terms, provisions, and conditions of this Section, Lessee shall pay District an amount equal to **Two Hundred Fifty and 00/100 Dollars ($250.00)** per month for each sublease, license or other collocation agreement for the use of any portion of the Site entered into by and between Lessee and a third party (any such party, the “Sublessee”) subsequent to the Effective Date (such amount, the “Sublease Fee”). Commencing on the first anniversary of the initial payment of any Sublease Fee, and on each successive annual anniversary thereof, such Sublease Fee shall increase by an amount equal to **three percent (3%)** of the then current Sublease Fee. The Sublease Fee for each Sublessee shall start at the dollar amount specified above and increase as described herein.

   b. The initial payment of the Sublease Fee shall be due within thirty (30) days of actual receipt by Lessee of the first sublease payment paid by the Sublessee. In the event a sublease or license with a Sublessee expires or terminates, Lessee’s obligation to pay the Sublease Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Lessee shall have no obligation to pay to District and District hereby agrees not to demand or request that Lessee pay to District any Sublease Fee in connection with the sublease to or transfer of Lessee’s obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate.
of Lessee, unless a Sublease Fee was already being paid to the District prior to the transfer, in which case the transferee shall be obligated to continue to pay the Sublease Fee to the District.

c. District hereby acknowledges and agrees that Lessee has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses, or collocation agreements for occupancy on Lessee’s communications tower, all on such terms as Lessee deems advisable, in Lessee’s sole and absolute discretion. However, Lessee’s rights hereunder, do not affect the amounts payable to the District pursuant to this Section 4, unless Lessee has provided written notice that a sublease or license has expired or terminated or the gross amount received by Lessee is less than the amount payable to the District.

d. Notwithstanding anything to the contrary contained herein, District hereby acknowledges and agrees that Lessee shall have no obligation to pay and shall not pay to District any Sublease Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Lessee, or Lessee’s predecessors-in-interest, as applicable, and any third parties, or such third parties’ predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the “Existing Agreements”); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Lessee and any Sublessees for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Site; or (iv) any subleases, licenses or other co-location agreements entered into by and between Lessee and any Sublessees if the District has entered into any agreements with such Sublessees to accommodate such Sublessees’ facilities outside of the Site and such Sublessees pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to District for such use.

5. **District and Lessee Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Lessee needed consent and/or approval from District for any of Lessee’s activities at and uses of the site prior to the Effective Date, District’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. District hereby acknowledges and agrees that Lessee shall not need consent or approval from, or to provide notice to, District for any future activities at or uses of the Site, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Site, and/or assigning all or any portion of Lessee’s interest in this Lease, as modified by this Amendment. Lessee shall provide District with written notice to District within thirty (30) days of entering into any sublease or license. Lessee and Sublessees shall have vehicular (specifically including truck) and pedestrian access to the Site from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Site from a public right of way. Upon request by Lessee and at Lessee’s sole cost and expense but without additional consideration owed to District, District will reasonably cooperate with Lessee in obtaining, executing, and promptly returning to Lessee, a Memorandum of Lease as required under this Amendment, and any building permits, zoning applications, and related land use documents as required for the use of the Site by Lessee and/or Lessee’s customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Property from District to any prospective purchaser that is not a Third Party Competitor (as herein defined). If, during the Term of the Lease, District receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Site is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a **“Third Party Competitor”**) or (ii) assign all or any portion of District’s interest in the Lease to a Third Party Competitor (any such offer, the **“Offer”**), Lessee shall have the right of first refusal to purchase the real property or have conveyed to it the interest being offered by District in connection with the Offer on the same terms and conditions. If Lessee elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Lessee must provide District with notice of its election not later than forty-five (45) days after Lessee receives written notice from District of the Offer. If Lessee elects not to exercise Lessee’s right of first refusal with respect to an Offer as provided herein, District may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. District hereby acknowledges and agrees that any sale or conveyance by District in violation of this Section is and shall be deemed to be null and void and of no force and effect.

7. **Insurance.** The Parties hereby agree that Paragraph J of the Lease shall be deleted in its entirety and is of no further force and effect.

Lessee shall at all times during the term(s) hereof and at Lessee’s sole cost and expense maintain in effect Worker’s Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect District against liability for bodily injury or death of any person in connection with the use, operation and condition of the Site, in an amount not less than Two Million and 00/100 Dollars ($2,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Four Million and 00/100 Dollars ($4,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Such policy shall cover the Site and include District as an additional insured.

8. **District Statements.** District hereby represents and warrants to Lessee that: (i) to the extent applicable, District is duly organized, validly existing, and in good standing in the jurisdiction in which District was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) District has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of District, have the authority to enter into and deliver this Amendment on behalf of District, except that, however, this Amendment shall not be effective until ratified or approved by District’s governing board; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by District of this Amendment; (iv) District is the sole owner of the Site and all other portions of the Property; (v) to the best of District’s knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Site or any other portion of the Property which do or could (now or any time in the future) adversely impact, limit, and/or impair Lessee’s rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Site is the greater of Lessee’s existing improvements on the Property or the land area conveyed to Lessee under the Lease. The representations and warranties of District made in this Section shall survive the execution and
delivery of this Amendment.

9. Notices. The Parties hereby agree that Paragraph L of the Lease shall be deleted in its entirety and replaced with the following:

“All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to District at: c/o Senior Director of Facilities, San Juan Unified School District, 6135 Sutter Avenue, Carmichael, CA 95608; notice of ingress to: c/o Senior Director of Facilities, San Juan Unified School District, 6135 Sutter Avenue, Carmichael, CA 95608; to Lessee at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.”

10. Counterparts. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

11. Severability; Governing Law. If any provision of the Lease or Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Lease and Amendment shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to the Lease or this Amendment shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to a motion for transfer of venue.

12. Waiver. Notwithstanding anything to the contrary contained herein, in no event shall District or Lessee be liable to the other for, and District and Lessee hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

13. Lessee’s Securitization Rights; Estoppel. District hereby consents to the granting by Lessee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a “Security Interest”) in Lessee’s interest in this Lease, as amended, and all of Lessee’s property and fixtures attached to and lying within the Site and further consents to the exercise by Lessee’s Mortgagor (“Lessee’s Mortgagor”) of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. District shall recognize the holder of any such Security Interest of which District is given prior written notice (any such holder, a “Holder”) as “Lessee” hereunder in the event a Holder succeeds to the interest of Lessee hereunder by the exercise of such remedies. District further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Lessee or Holder.
14. **Taxes.** The Parties hereby agree that Paragraph F of the Lease shall remain in full force and effect.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]
DISTRICT:

San Juan Unified School District

Signature: ___________________________
Print Name: _________________________
Title: ______________________________
Date: ______________________________

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
LESSEE:

GTP Acquisition Partners II, LLC  
a Delaware limited liability company

Signature: ____________________________
Print Name: __________________________
Title: ________________________________
Date: ________________________________
EXHIBIT A

This Exhibit A may be replaced at Lessee’s option, as approved by District, as described below.

PROPERTY

Lessee shall have the right to replace this description with a description obtained from District’s deed (or deeds) that include the land area encompassed by the Lease and Lessee’s improvements thereon.

The Property consists of the entire legal taxable lot owned by District as described in a deed (or deeds) to District of which the Site is a part thereof with such Property being described below.

Tract One:

Real property situated in the County of Sacramento, State of California, being more particularly described as follows:

The East 330 feet of Lot 30 as shown on the official plat of "Oakvale", filed in the office of the County Recorder of Sacramento County on May 18, 1926, in Book 19 of Maps, Map No. 46

Less and except the following tract of land:

The South 91 feet (measured from the centerline of a road 60 feet in width) of the East 25 feet of Lot 30, as said lot and road are shown and so designated on the official plat of "Oakvale", filed for record in the office of the Recorder of Sacramento County, California, on May 18, 1928, in Book 19 of Maps, Map No. 46.

Being Sacramento County, California APN 258-0040-022-0000.

Tract Two:

Real property situated in the County of Sacramento, State of California, being known as Sacramento County, California APN 258-0040-018-0000.
Exhibit A (Continued)

SITE

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee, as approved by District.

The Site consists of that portion of the Property as defined in the Lease which shall include access and utilities easements. The square footage of the Site shall be the greater of: (i) the land area conveyed to Lessee in the Lease; (ii) Lessee’s (and Lessee’s customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any).

The tower center is located at Latitude 38 degrees 38’ 00.25”N, Longitude 121 degrees 20’ 38.35”W and the Site comprises 187 square feet.

ACCESS AND UTILITIES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee, as approved by District.

The access and utility easements include all easements of record as well as that portion of the Property currently utilized by Lessee (and Lessee’s customers) for ingress, egress and utility purposes from the Site to and from a public right of way including but not limited to:

ACCESS EASEMENT:


COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 330 FEET; THENCE N 00°19’13” W, ON AND ALONG THE WEST LINE OF SAID EAST 330 FEET, A DISTANCE OF 563.02 FEET; THENCE LEAVING SAID WEST LINE, N 89°40'49” E, A DISTANCE OF 222.79 FEET; THENCE N 00°26'29” E, A DISTANCE OF 18.72 FEET; THENCE N 89°55’17” E, A DISTANCE OF 15.01 FEET; THENCE S 85°25'28” E, A DISTANCE OF 9.88 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE N 00°00'00” W, A DISTANCE OF 15.28 FEET; THENCE N 88°24'57” W, A DISTANCE OF 98.73 FEET; THENCE S 00°23'45” W, A DISTANCE OF 164.42 FEET; THENCE N 89°43'02” W, A DISTANCE OF 447.27 FEET TO THE POINT OF TERMINATION. CONTAINING 10,886 SQ.FT. OR 0.033 ACRES OF LAND MORE OR LESS.
Exhibit A (Continued)

ACCESS AND UTILITIES (Continued)

5' UTILITY EASEMENT:

A 5' UTILITY EASEMENT OUT OF THE EAST 330 FEET OF LOT 30 AND THE NORTH 264 FEET OUT OF THE WEST 330 FEET OF LOT 30, AS SAID LOT IS SHOWN ON THE MAP OF OAKVALE RECORDED IN BOOK 19 OF MAPS, MAP NUMBER 46, IN THE OFFICE OF THE RECORDER FOR THE COUNTY OF SACRAMENTO (BEING TAX PARCEL NOs. 258-0040-018-0000 AND 258-0040-022-0000), THE CENTERLINE OF SAID UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 330 FEET; THENCE N 00°19'13" W, ON AND ALONG THE WEST LINE OF SAID EAST 330 FEET, A DISTANCE OF 563.02 FEET; THENCE LEAVING SAID WEST LINE, N 89°40'49" E, A DISTANCE OF 222.79 FEET; THENCE N 00°26'29" E, A DISTANCE OF 18.72 FEET; THENCE N 89°55'17" E, A DISTANCE OF 9.90 FEET TO THE POINT OF BEGINNING; THENCE N 60°48'42" W, A DISTANCE OF 120.31 FEET; THENCE N 89°49'03' W, A DISTANCE OF 134.39 FEET; THENCE N 61°35'38" W, A DISTANCE OF 31.60 FEET TO THE POINT OF TERMINATION. CONTAINING 1,432 SQ.FT. OR 0.033 ACRES OF LAND MORE OR LESS.
EXHIBIT B

FORM OF MEMORANDUM OF LEASE
This Memorandum of Lease (the “Memorandum”) is entered into on the __________ day of ________________, 201___ by and between San Juan Unified School District ("District") and GTP Acquisition Partners II, LLC, a Delaware limited liability company ("Lessee").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Property and Lease.** District is the owner of certain real property located at 3738 Walnut Avenue, Carmichael, California 95608 ("District Office"), being described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"). District and Lessee (or its predecessor in interest) entered into that certain Site Lease Agreement dated September 7, 2000 (as the same may have been amended from time to time, collectively, the "Lease"), pursuant to which the Lessee leases a portion of the Property and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Property so leased along with such portion of the Property so affected, collectively, the "Site"), which Site is also described in Exhibit A.

2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be March 11, 2051. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.

3. **Site Description.** Lessee shall have the right, exercisable by Lessee at any time during the original or renewal terms of the Lease, and with approval of District, to cause an as-built survey of the Site to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Site set forth in Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Lessee’s request, District shall reasonably cooperate with Lessee in the execution and delivery of any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Sean Chen, Esq.  Prior Recorded Lease Reference:
ATC Site No: 370493  Book 20020201, Page 412
ATC Site Name: La Sierra CA  State of California
Assessor’s Parcel No(s): 258-0040-022-0000  County of Sacramento

MEMORANDUM OF LEASE

This Memorandum of Lease (the “Memorandum”) is entered into on the __________ day of ________________, 201___ by and between San Juan Unified School District ("District") and GTP Acquisition Partners II, LLC, a Delaware limited liability company ("Lessee").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Property and Lease.** District is the owner of certain real property located at 3738 Walnut Avenue, Carmichael, California 95608 ("District Office"), being described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"). District and Lessee (or its predecessor in interest) entered into that certain Site Lease Agreement dated September 7, 2000 (as the same may have been amended from time to time, collectively, the "Lease"), pursuant to which the Lessee leases a portion of the Property and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Property so leased along with such portion of the Property so affected, collectively, the "Site"), which Site is also described in Exhibit A.

2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be March 11, 2051. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.

3. **Site Description.** Lessee shall have the right, exercisable by Lessee at any time during the original or renewal terms of the Lease, and with approval of District, to cause an as-built survey of the Site to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Site set forth in Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Lessee’s request, District shall reasonably cooperate with Lessee in the execution and delivery of any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Sean Chen, Esq.  Prior Recorded Lease Reference:
ATC Site No: 370493  Book 20020201, Page 412
ATC Site Name: La Sierra CA  State of California
Assessor’s Parcel No(s): 258-0040-022-0000  County of Sacramento
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. District hereby grants the right to Lessee to complete and execute on behalf of District any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to District at: c/o Senior Director of Facilities, San Juan Unified School District, 6135 Sutter Avenue, Carmichael, CA 95608; notice of ingress to: c/o Senior Director of Facilities, San Juan Unified School District, 6135 Sutter Avenue, Carmichael, CA 95608; to Lessee at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8. **Governing Law.** This Memorandum shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Memorandum shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to a motion for transfer of venue.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]
IN WITNESS WHEREOF, District and Lessee have each executed this Memorandum as of the day and year set forth below.

DISTRICT

San Juan Unified School District

Signature: ___________________________  Signature: ___________________________
Print Name: ___________________________  Print Name: ___________________________
Title: ___________________________  Title: ___________________________
Date: ___________________________  Date: ___________________________

2 WITNESSES

Signature: ___________________________  Signature: ___________________________
Print Name: ___________________________  Print Name: ___________________________

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ___________________________

On ___________________________, before me, ___________________________, personally (print name of notary) appeared ___________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_________________________________  [SEAL]
Signature of officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
LESSEE

GTP Acquisition Partners II, LLC
a Delaware limited liability company

Signature: __________________________
Print Name: _________________________
Title: ______________________________
Date: ______________________________

WITNESS

Signature: __________________________
Print Name: _________________________
Signature: __________________________
Print Name: _________________________

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of ______________________, 201___, before me, ____________________________ the undersigned Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

___________________________________
Notary Public
Print Name: _________________________
My commission expires: ________________ [SEAL]
EXHIBIT A

This Exhibit A may be replaced at Lessee’s option, as approved by District, as described below.

PROPERTY

Lessee shall have the right to replace this description with a description obtained from District’s deed (or deeds) that include the land area encompassed by the Lease and Lessee’s improvements thereon.

The Property consists of the entire legal taxable lot owned by District as described in a deed (or deeds) to District of which the Site is a part thereof with such Property being described below.

Tract One:

Real property situated in the County of Sacramento, State of California, being more particularly described as follows:

The East 330 feet of Lot 30 as shown on the official plat of “Oakvale”, filed in the office of the County Recorder of Sacramento County on May 18, 1926, in Book 19 of Maps, Map No. 46

Less and except the following tract of land:

The South 91 feet (measured from the centerline of a road 60 feet in width) of the East 25 feet of Lot 30, as said lot and road are shown and so designated on the official plat of “Oakvale”, filed for record in the office of the Recorder of Sacramento County, California, on May 18, 1928, in Book 19 of Maps, Map No. 46.

Being Sacramento County, California APN 258-0040-022-0000.

Tract Two:

Real property situated in the County of Sacramento, State of California, being known as Sacramento County, California APN 258-0040-018-0000.
Exhibit A (Continued)

SITE

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee, as approved by District.

The Site consists of that portion of the Property as defined in the Lease which shall include access and utilities easements. The square footage of the Site shall be the greater of: (i) the land area conveyed to Lessee in the Lease; (ii) Lessee’s (and Lessee’s customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any).

The tower center is located at Latitude 38 degrees 38’ 00.25”N, Longitude 121 degrees 20’ 38.35”W and the Site comprises 187 square feet.

ACCESS AND UTILITIES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee, as approved by District.

The access and utility easements include all easements of record as well as that portion of the Property currently utilized by Lessee (and Lessee’s customers) for ingress, egress and utility purposes from the Site to and from a public right of way including but not limited to:

ACCESS EASEMENT:


COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 330 FEET; THENCE N 00°19’13" W, ON AND ALONG THE WEST LINE OF SAID EAST 330 FEET, A DISTANCE OF 563.02 FEET; THENCE LEAVING SAID WEST LINE, N 89°40'49" E, A DISTANCE OF 222.79 FEET; THENCE N 00°26’29” E, A DISTANCE OF 18.72 FEET; THENCE N 89°55’17” E, A DISTANCE OF 15.01 FEET; THENCE S 85°25’28” E, A DISTANCE OF 9.88 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE N 00°00'00” W, A DISTANCE OF 15.28 FEET; THENCE N 88°24’57” W, A DISTANCE OF 98.73 FEET; THENCE S 00°23’45” W, A DISTANCE OF 164.42 FEET; THENCE N 89°43’02” W, A DISTANCE OF 447.27 FEET TO THE POINT OF TERMINATION. CONTAINING 10,886 SQ.FT. OR 0.033 ACRES OF LAND MORE OR LESS.
Exhibit A (Continued)

ACCESS AND UTILITIES (Continued)

5' UTILITY EASEMENT:


COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 330 FEET; THENCE N 00°19'13" W, ON AND ALONG THE WEST LINE OF SAID EAST 330 FEET, A DISTANCE OF 563.02 FEET; THENCE LEAVING SAID WEST LINE, N 89°40'49" E, A DISTANCE OF 222.79 FEET; THENCE N 00°26'29" E, A DISTANCE OF 18.72 FEET; THENCE N 89°55'17" E, A DISTANCE OF 9.90 FEET TO THE POINT OF BEGINNING; THENCE N 60°48'42" W, A DISTANCE OF 120.31 FEET; THENCE N 89°49'03" W, A DISTANCE OF 134.39 FEET; THENCE N 61°35'38" W, A DISTANCE OF 31.60 FEET TO THE POINT OF TERMINATION. CONTAINING 1,432 SQ.FT. OR 0.033 ACRES OF LAND MORE OR LESS.
AGENDA ITEM: G-12
MEETING DATE: 05/28/2019

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

SUBJECT: California Environmental Quality Act (CEQA) Notice of Exemption for California Montessori Project American River Campus Modernization (Formerly Littlejohn Elementary School)

CHECK ONE:
- For Discussion: [ ]
- For Action: [X]
- Report: [ ]
- Workshop: [ ]
- Recognition: [ ]
- Emergency Action: [ ]

DEPARTMENT: Facilities

ACTION REQUESTED:
The superintendent is recommending that the board approve CEQA Notice of Exemption for the modernization of California Montessori Project American River Campus (formerly Littlejohn Elementary School).

RATIONALE/BACKGROUND:
The project includes extending the existing parking area, remodeling the existing administration building and the existing kitchen, installing two portable classrooms and modernizing all campus bathrooms. The project is exempt from CEQA under State CEQA Guidelines Section 15301 (Class 1, Existing Facilities), Section 15302 (Class 2, Replacement or Reconstruction), and Section 15314 (Class 14, Minor Additions to Schools). The Class 1 exemption applies to projects involving the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Class 2 exemption applies to replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure it replaced and will have substantially the same purpose and capacity as the structure replaced. Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25 percent or 10 classrooms, whichever is less.

ATTACHMENT(S):
A: CEQA Notice of Exemption Form

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
- Current Budget: $ N/A
- Additional Budget: $ N/A
- Funding Source: N/A
- (Unrestricted Base, Supplemental, other restricted, etc.)
- Current Year Only [ ]
- On-going [ ]

LCAP/STRATEGIC PLAN:
- Goal: N/A
- Focus: N/A
- Action: N/A
- Strategic Plan: N/A

PREPARED BY: Nicholas Arps, Director, Facilities Construction & Modernization

APPROVED BY: Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation
Kent Kern, Superintendent of Schools
SAN JUAN UNIFIED SCHOOL DISTRICT
NOTICE OF EXEMPTION
CALIFORNIA ENVIRONMENTAL QUALITY ACT

To: Office of Planning and Research
    1400 Tenth Street, Room 100
    Sacramento, CA 95814

Sacramento County Clerk/Recorder
720 8th Street
Sacramento, CA 95814

Project Title: California Montessori Project American River Campus Modernization (formerly Littlejohn Elementary School)

Project Address: 6838 Kermit Lane

Project Location: Fair Oaks, CA

County of: Sacramento

Project Description: The project site consists of The California Montessori Project’s American River Campus, a privately operated charter school. The school campus and its facilities are owned by the San Juan Unified School District, which formerly operated the site as the Littlejohn Elementary School (a public school). Littlejohn Elementary School was closed in 2004, and The California Montessori Project now leases the school campus from the San Juan Unified School District.

The project site is approximately 12 acres in total land area. The California Montessori Project’s American River Campus serves students in Kindergarten through 8th grade, and has a current enrollment of 415. The existing school campus has a multi-purpose building/kitchen, an administration/office building, three kindergarten classroom buildings, 17 1st–8th grade classroom buildings, one portable classroom, and a library. The school campus has 30,496 square feet of existing building space.

The project includes the upgrades and additions listed below.

Site Work
- Add additional parking by extending the existing parking area into the adjacent paved hardcourt playfield
- Add new fire access
- Remove existing flatwork and asphalt concrete paving between classroom building and replace with new flatwork, decomposed granite paving, and lawn area
- Tie all downspouts to storm drain
- Replace the existing sewer line
- Install chain link fencing around the site perimeter and ornamental fencing in various locations

Administration Building
- Remodel the existing Administration Building and construct a small, 87-square-foot addition, including earthwork, framing, roofing, extension of utilities, and interior finish work

1 San Juan Unified School District 2019.
NOTICE OF EXEMPTION, CALIFORNIA ENVIRONMENTAL QUALITY ACT
California Montessori Project American River Campus Modernization

Multi-Purpose Building
- Remove and replace the existing wood paneling with laminate panels and gypsum board
- Overlay the existing flooring with new vinyl tiles
- Install new lighting
- Install a new Heating, Ventilation, and Air Conditioning (HVAC) system on the roof
- Install new underground and under-slab utilities for the kitchen
- Remove and replace the existing tables and seating
- Replace the existing doors and hardware with new Americans with Disabilities Act (ADA)-compliant fixtures

Kitchen
- Remodel the existing kitchen space
- Install new kitchen equipment
- Install new kitchen plumbing and HVAC system

Building Exteriors
- Repaint all existing buildings
- Install new energy-efficient windows in all buildings

Existing Classrooms
- Casework replacement including sinks, fixtures, and countertops
- Remove and replace existing sliding tack boards with new larger panels
- Install new window coverings
- Repaint all classrooms (if budget allows)
- Replace existing flooring as required (if budget allows)

New Classrooms
- Install two portable classrooms

New Administration Space
- Repurpose approximately 268 square feet of space from existing Kindergarten classrooms to create two new offices and a restroom

Bathrooms
- Modernize all campus bathrooms (includes new tiling, appliances, and fixtures) and incorporate requirements for ADA compliance

Name of Person or Agency Carrying Out Project: San Juan Unified School District

Name of Public Agency Approving Project: San Juan Unified School District

Exempt Status: (check one)

_____ Ministerial Project (Section 21080[b][1]; 15268)
_ X _ Categorically Exempt (Section 15314)
_____ Declared Emergency (Section 21080[b][3]; 15269[a])
_____ Emergency Project (Section 21080[b][4]; 15269[b][c])
_____ Statutory Exemption (Public Resources Code Section 21080.35)
_____ The project clearly will not have a significant effect on the environment (15061[b][3])
Reasons why project is exempt: CEQA Guidelines Sections 15300–15332 include a list of classes of projects that have been determined not to have a significant effect on the environment and that are categorically exempt from the provisions of CEQA.

The project is exempt under the following section of the CEQA Guidelines: 15301 (Class 1–Existing Facilities); 15302 (Class 2–Replacement or Reconstruction); and 15314 (Class 14–Minor Additions to Schools). The project meets the conditions for a categorical exemption described in this section of the CEQA Guidelines, as explained below.

1. **The project will not increase student capacity by more than 25% or 10 classrooms.**

The existing student capacity at The California Montessori Project American River Campus is 465. The project would increase the capacity by 50, or approximately 11 percent, which is less than the 25 percent limit identified in the categorical exemption. The project would add two portable classrooms to a campus that has 20 existing classrooms. This is below the limit of 10 classrooms included in the Class 14 exemption.

2. **The remodeled structures will be a similar size and will serve the same purpose.**

The project would remodel the existing on-site school buildings to modernize and improve the school’s appearance, enhance the learning environment, improve energy efficiency, and provide ADA-compliant facilities. The remodeled buildings will be located on the same site and in the same locations as the current buildings and will have the same purpose (education). Utilities to serve the remodeled buildings will be tied from existing utility connections and will be served by the same utility providers; minor upgrades will be performed as necessary. The minor, 87-square-foot addition to the existing Administration Building will not exceed 50 percent of the floor area of the structure before the addition, or 2,500 square feet (whichever is less).

3. **The project is consistent with applicable general plan designation, applicable policies, and applicable zoning designation and regulations.**

The California Montessori Project American River Campus is zoned “RD-5 Residential” and the land use designation is “Low Density Residential” under the Sacramento County General Plan. Schools are allowable uses in this zoning district and this land use designation.

4. **The project site has no value as habitat for endangered, rare, or threatened species.**

The project site is fully developed as a school campus with associated urban landscaping. The project is confined to the existing American River Montessori school campus (formerly Littlejohn Elementary School), which is surrounded by existing urban residential development to the north, east, and south. Pioneer Park, which consists of open grass play fields and a few mature urban street trees, is immediately adjacent to the school campus to the west.

The project includes the addition of two portable classrooms in a location that currently consists of existing pavement in the southeast corner of the existing school campus. Modifications and upgrades to the existing buildings would occur in the existing paved and developed area of the school campus. The project would not affect any habitat that has value for endangered, rare, or threatened species.
(5) The project does not involve the use of substantial amounts of hazardous substances.

Project-related activities would involve the use and temporary storage of small amounts of hazardous substances necessary for the operation of construction equipment, such as fuels, lubricants, and oils, as well as small amounts of substances used to construct the school building, such as paint and solvents. Asphalt pavement sealant and paint for asphalt striping would also be used. All materials are required to be used and stored in compliance with local, State, and federal ordinances, laws, regulations and policies related to hazardous materials. None of the substances would be acutely hazardous.

Exceptions to the Exemptions

Certain exceptions to the use of a categorical exemption are found in Section 15300.2 of the CEQA Guidelines. The project is not subject to any of these exceptions for the reasons discussed below.

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The project does not qualify under Categorical Exemption classes 3, 4, 5, 6, or 11. Therefore, the exception related to the project location stipulated in this exception does not apply to the project.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time, is significant.

Improvements at The California Montessori Project’s American River Campus are focused on improvements to the existing condition of facilities, and repurposing and modernizing classrooms and other facilities. The project would not contribute to any cumulative environmental impacts due to the small size of the project and the lack of significant environmental impacts.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

There are no unusual circumstances at the project site or part of project operations that would result in significant effects on the environment. The project site is currently developed with school facilities and the proposed small addition to the Administration Building and the two additional portable classrooms would be used for educational purposes. It is not unusual for school districts to add classrooms to existing school properties to provide for additional capacity, and to upgrade and modernize older facilities to improve the learning environment, provide increased energy efficiency, and ensure that learning facilities are ADA compliant.

The project would be constructed within the existing school campus. There are no sensitive natural resources, hazardous materials sites, areas of severe geologic constraints, cultural or tribal resources, agriculture or forestry resources, or designated scenic or recreational resources that would be adversely affected by the project. The existing school facilities are
already served by existing water, sewer, and electrical utilities; minor upgrades would be performed, as needed. The existing on-site storm drain system would continue to be used.

The existing school campus is served by the Sacramento Metropolitan Fire District and the Sacramento County Sherriff’s Department, from local fire and police stations. These stations would continue to serve the project site, and the additional 50 students at The California Montessori Project’s American River Campus would not increase emergency response times or result in the need for additional fire or police personnel or equipment.

The proposed project is not large enough to result in significant short-term construction or long-term operational air quality, greenhouse gas, or traffic impacts. The project would implement Sacramento Metropolitan Air Quality Management District Basic Construction Emission Control Practices during construction, which include watering of exposed surfaces for dust control, minimizing idling time to 5 minutes, and covering all exposed surfaces.

Project-related construction activities would comply with the Sacramento County Noise Ordinance (Sacramento County Code Chapter 6.68), which limits construction-generated noise to the daytime hours. No additional outdoor sports playfields are proposed, and the addition of 52 students would not substantially increase the existing operational noise levels.

In summary, for this small project, there are no unusual circumstances that suggest there would be any substantial adverse physical effect on the environment during construction or operation.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

The project site is not visible from any State- or locally-designated scenic highway. The closest State-designated scenic highway to the school site is a segment of State Route 160 that is approximately 35 miles southwest of the campus (near Freeport).

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

There are no open, active cases of hazardous materials contamination within the site, adjacent to the site, or in the vicinity of the project site. There is a permitted underground storage tank approximately 0.3 mile southwest of the site at the Mercy San Juan Surgery Center.² The project site is not affected by hazardous waste.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The scope of work includes outdoor site work to improve parking, playfield areas, fire access, drainage, and other improvements that do not relate to the architectural character of the property. It also includes remodeling the administration building and multi-purpose building, as well as the kitchen space, and exterior paint. Two new portable classrooms will be installed.

Exceptions to Categorical Exemptions include projects that may cause a substantial adverse change to an historical resource. The school was constructed in 1957 and is over 45 years old, thus it meets the age threshold for CEQA to study as a potential historical resource. However, the school’s character was changed in 1997 with a modernization project. After review of the proposed project elements, the project would not result in the demolition, deconstruction, relocation, or alteration of an historical resource, if any such should exist on the campus, that would alter the physical characteristics of an historical resource to such an extent that it would materially impair the resource’s ability to convey its potential historic significance. Therefore, this exception to the Categorical Exemptions is not applicable and the project meets the criteria for Categorical Exemption.

Lead Agency: San Juan Unified School District

Contact Person: Nicholas Arps

Telephone: (916) 971-5780

Address: 5320 Hemlock Street, Sacramento CA 95841

Signature: 

Date: 5/8/19

Title: Director of Facilities, Construction & Modernization
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

MEETING DATE: 05/28/2019

AGENDA ITEM: G-13

SUBJECT: Proposed Updates to the Use of Facilities Handbook

DEPARTMENT: Facilities

CHECK ONE:
For Discussion: [ ]
For Action: [X]
Report: [ ]
Workshop: [ ]
Recognition: [ ]
Emergency Action: [ ]

ACTION REQUESTED:
The superintendent is recommending that the board approve the proposed updates to the Use of Facilities Handbook.

RATIONALE/BACKGROUND:
The Board of Education recognizes that San Juan United School District (SJUSD) facilities and grounds are a community resource to be used primarily for school programs and activities. The board authorizes the use of school facilities and grounds by community groups for purposes provided for in the Civic Center Act (Ed. Code, §38130 et seq.) when such use does not interfere with school activities.

The board authorizes the use of district facilities or grounds for events on Monday through Friday (excluding holidays) without charge to school- or district-related organizations, associations, clubs or other groups whose activities are directly related to, or for the benefit of, district schools or students, and to certain other groups as described in board policy 3513. Other organizations or groups requesting the use of school facilities under the Civic Center Act or district-related groups seeking use of facilities or grounds on Saturday, Sunday or holidays shall be charged at least direct costs.

Portions of the Use of Facilities Handbook were last updated in January of 2019.

ATTACHMENT(S):
A: Proposed Revisions to Use of School Facilities and Grounds Handbook

BOARD COMMITTEE ACTION/COMMENT:
Facilities committee: 11/06/2018; 12/04/2018

PREVIOUS STAFF/BAD BOARD ACTION:
Board of Education: 01/08/2019
Superintendent’s Cabinet: 12/17/2018; 05/20/2019

FISCAL IMPACT:
Current Budget: N/A
Additional Budget: N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only [X] Ongoing: [ ]

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Frank Camarda, Assistant Superintendent Operations, Facilities and Transportation

APPROVED BY: Kent Kern, Superintendent of Schools
Use of School Facilities and Grounds Handbook

916-971-5790 | CivicPermits@sanjuan.edu

San Juan Unified School District

Updated January, 2019
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Use of School Facilities and Grounds

Thank you for your interest in using San Juan Unified School District (“SJUSD”) facilities and grounds. SJUSD works with hundreds of community organizations to make available school buildings/grounds for public, literary, scientific, recreational, or educational meetings, or for the discussion of matters of general or public interest.

The handbook is designed to help users of SJUSD facilities and grounds to determine if their event/program qualifies to use school facilities or grounds, how to submit a Facilities or Grounds Use application, an overview of the fee structure, review of the insurance requirements and other important information. We encourage you to read the entire handbook before submitting your application.

We hope you find this information helpful in processing your application request. If you have any suggestions for improvement, please email us at CivicPermits@sanjuan.edu.

This facilities and grounds handbook follows the applicable law as defined in the California Education Code sections 10900 through 10914.5 and sections 38130 through 38138, referred to as the “Civic Center Act”.

Types of Facility and Grounds Use

School facilities and grounds, subject to SJUSD policies and regulations, may be made available to citizens and community groups as a civic center for the following purposes (Education Code § 38131.):

1. Public, literary, scientific, recreational, educational or public agency meetings.
2. The discussion of matters of general or public interest.
3. The conduct of religious services for temporary periods, on a one-time basis or renewal basis, by any church or religious organization.
4. Child care programs to provide supervision and activities for children of preschool and elementary school age.
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
7. A community youth center.
8. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans’ organization.
9. Other purposes deemed appropriate by the governing board.
10. State laws prohibit the use of school facilities and grounds for subversive, immoral, offensive, or harmful purposes. State laws also limit the use of the school facilities and grounds for denominational or sectarian activities. The use of the school facilities and grounds shall not be granted to persons, forums, corporations, groups, clubs, or associations which:
   (a) May, by use, be reasonably expected to expose the property of SJUSD to damage through riot, mob action, or violence of any kind.
   (b) Use the property in a manner which will be adverse to the best interest of SJUSD.
   (c) Use of facilities and grounds for a purpose not consistent with the Civic Center Act and/or adopted Board Policies.
11. Groups or persons using school facilities and grounds under the provisions of this policy shall be liable for any property damages caused by the activity. The Board shall charge the amount necessary to repair the damages and may deny the group further use of the school facilities and grounds (Education Code § 38134).

User Group Classification

The priorities for renting facilities and grounds will be determined by SJUSD for any Facilities or Grounds Use requests other than SJUSD instructional and related activities based on the following classifications. Additional fees beyond rental fees may be required for all users. (See “Schedule of Fees,” p. 7.)

Category 1: Civic and Program Partner Events

Events that are Monday through Friday (excluding holidays, for weekend and holiday use see category 2) will generally have no charge. These events support a direct relationship to SJUSD programs for youth, and have no gate fee, event admission, or fundraising component. Category 1 includes:

- Activities and programs of SJUSD directly related to SJUSD’s instructional and educational program
- Activities or events designed to serve the youth and citizens of SJUSD, which are planned and directed by school-related programs, including parent clubs
- Events that do not require payment of membership fees, event fees, or gate fees
- Public meetings/hearings or elections
- Student based charitable fund-raising events (funds must be run through student body)
- Community advisory councils
- Events by Boy Scouts, Girl Scouts, or community colleges and their related organizations
- Supervised recreational activities including, but not limited to, local youth sports known as recreational, supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination (such as little league, softball league, football league, and other league sports)
- Events by service organizations park district with joint use agreements

SJUSD FEES:
Application fee
Nutrition Service fee (if applicable)
**Category 2: Community Event**

Activities under this category will be charged a fee based on the direct cost to SJUSD. Please note, Category 1 events that are held on Saturday, Sunday or holidays will be charged a direct cost fee. Category 2 includes:

- Charitable fund-raising activities run through the Associated Student Body ("ASB"), which are beneficial to SJUSD programs and require net receipts of admission fees or gate fees to be expended for the welfare of SJUSD students only *

- Events run by organizations, agencies, associations, clubs, or groups that use school facilities or grounds and whose primary purpose is to provide programs and/or services without serving as a funding source for the organization, agency, association, club, or group

- Events with no direct ties to SJUSD programs

- Local recreational youth programs on Saturday or Sunday

- Athletic events, competitions, or performances for youth (not known as recreational-type programs)

- Community events, events by service organizations park district's with MOU's, church events, theater/music /dance practices and programs

- Events by service organizations park districts with joint use agreements **

- PTA, boosters and other affiliation group events on Saturday, Sunday, or holidays *

**SJUSD FEES:**

- Application fee
- HVAC fee
- Nutrition Service fee
- Custodial fee
- Stadium: lighting, sound system, scoreboards
- Performing Arts Center: sound system, lighting
- Scoreboards
- Direct use fee

* No direct use fee

** No direct use fee except pools, performing arts centers, stadiums, and turf fields/tracks.
Category 3: Fair Market Event
Organizations, agencies, associations, clubs, persons, or groups that use SJUSD facilities or grounds for business purposes or revenue generation. These events are not necessarily youth focused and provide no direct support to SJUSD programs.

- Events requiring payment of membership fees, event participation fees, or gate fees
- Fundraising events where the funding is not run through the ASB
- 3rd party athletic events, competitions, performances, and tournaments not run through the ASB, elementary school parent teacher organizations, or any organization with direct ties to SJUSD where all funds benefit SJUSD only
- Adult-focused programs
- For profit events or personal finance-generating events
- Activities by organizations, agencies, associations, clubs, persons, or groups selling any product or service, or conducting any other type of commercial business or function
- Events by organizations, agencies, associations, clubs, persons, or groups where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of SJUSD students or for charitable purposes

SJUSD FEES:
- Application fee
- HVAC fee
- Nutrition Service fee
- Custodial fee
- Stadium: lighting, sound system, scoreboards
- Performance Art Center: sound system, lighting
- Scoreboards
- Fair Market fee
## Schedule of Fees

An annual **non-refundable** application fee of $20.00, per applicant and per school, is required. Certain rental fees do not apply to Category 1 events.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Category 2 Direct Cost per hour</th>
<th>Category 3 Fair Market Cost per hour</th>
<th>Utility Lights/HVAC Cost per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aquatic Center (March-October)</td>
<td>$55.00</td>
<td>$120.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Aquatic Center (November-February)</td>
<td>$80.00</td>
<td>$160.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Athletic Field – Recreational Only</td>
<td>$6.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic Field (Elementary or Middle School)</td>
<td>$12.00</td>
<td>$24.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Athletic Field (Jr. Varsity High School)</td>
<td>$17.00</td>
<td>$33.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Athletic Field (Varsity High School)</td>
<td>$22.00</td>
<td>$44.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Cafeteria (High School)</td>
<td>$29.00</td>
<td>$60.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>Classrooms</td>
<td>$13.00</td>
<td>$31.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Concession Stands</td>
<td>$15.00</td>
<td>$30.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Flex Room (Small)</td>
<td>$20.00</td>
<td>$40.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>Flex Room (Large)</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Gym (Small)</td>
<td>$33.00</td>
<td>$66.00</td>
<td>$20.00</td>
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<tr>
<td>Gym (Large)</td>
<td>$55.00</td>
<td>$110.00</td>
<td>$25.00</td>
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<tr>
<td>Hardcourt</td>
<td>$4.00</td>
<td>$8.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Kitchens</td>
<td>$15.00</td>
<td>$30.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Library/Music Room/Dance Room</td>
<td>$17.00</td>
<td>$39.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Locker Rooms</td>
<td>$15.00</td>
<td>$30.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Multipurpose Room (Elementary School)</td>
<td>$29.00</td>
<td>$58.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>Multipurpose Room (Middle School)</td>
<td>$33.00</td>
<td>$66.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>Parking Lot</td>
<td>$17.00</td>
<td>$33.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Restrooms</td>
<td>$10.00</td>
<td>$20.00</td>
<td>n/a</td>
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<tr>
<td>Stadiums</td>
<td>$80.00</td>
<td>$150.00</td>
<td>$25.00</td>
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<tr>
<td>Tennis Court Complex</td>
<td>$17.00</td>
<td>$33.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Turf Fields/Track</td>
<td>$50.00</td>
<td>$100.00</td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Additional Fees (three-hour minimum):**
- Custodian: $41.50 per hour
- Nutrition Services: $32.50 per hour
- Audio Visual Technician: $50.00 per hour
- Contracted Audio Visual Technician: $120.00 per hour
- Utility cost, if applicable

**Accepted Payment Types:**
- Cash is only accepted for the application fee, all other payments must be made in Check form to San Juan Unified School District
Insurance Requirements

SJUSD requires a certificate of insurance showing the policy is written on a per occurrence basis without aggregate limits. San Juan Unified School District must be listed as the certificate holder and as the additional insured with a copy of the endorsement attached. A copy of the certificate and endorsement must be uploaded into Civic Permits before a permit is approved.

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage to Rented Premises/Fire Damage</td>
<td>minimum $100,000</td>
</tr>
<tr>
<td>Medical Expenses</td>
<td>Any coverage</td>
</tr>
<tr>
<td>Personal &amp; Adv. Injury</td>
<td>Any coverage</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products Comp/Op Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Food Handling Requirements

All Snack bar use will require a Manager Certification and each person working in the snack bar will need a food handling certificate to be uploaded into the Civic Permit system prior to use. Each person working in the snack bar will be required to have their food handling certificate on them. Any violations and/or fines assessed to the school district will be charged to the user group, and may affect future use of the facilities.

Pursuant to SB 602 enacted into law in 2010 and SB 303 in 2011, Health and Safety Code 113790 et seq., (“California Food Handler Card Law”), food handlers, as defined, will be required to obtain a food handler card after taking a food safety training course and passing an assessment. This document was compiled by a stakeholder working group comprised of members of the California Retail Food Safety Coalition (CRFSC), the California Conference of Directors of Environmental Health (CCDEH), the California Restaurant Association (CRA) and the American National Standards Institute (ANSI).

To view the Food Handler Card Law, visit: Senate Bill 303 or go to http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_0301-0350/sb_303_bill_20110906_chaptered.

If you are looking to take the Manager Certification and Food Handling Certificate below is a link.

https://www.servsafe.com/ServSafe-Food-Handler

Use of Facilities Permit Request Application Process

To request the use of a SJUSD facility or grounds, an authorized representative of the requesting organization, agency, association, club, or group must create an account in Civic Permits. Civic Permits is an online system that SJUSD partners with to facilitate the permitting process for SJUSD (https://www.sanjuan.edu/civicpermits). Once an account is created, an authorized representative must submit all dates, times and locations of use requested and upload the required insurance documents, written authorization from group (if applicable), statement indicating that the group will uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts, and life guard certificate(s) (if renting a pool). If applicable, all fees must be paid BEFORE the permit will be approved and usage of our facilities is permitted. An APPROVED use permit must be present at all times during the event.

The Facilities Business Department is responsible for processing the permits, scheduling custodial and nutrition service workers, calculating fees, and creating an invoice in Civic Permits.
When fees have been paid and the proper required documentation is received, the Facilities Business Department will approve the permit in Civic Permits. The user must print out its permit and have the permit on-hand during the event. A potential user must submit its permit request through Civic Permits at least fourteen (14) working days prior to event. If requests are turned in less than 14 working days prior, there is no guarantee rental will be approved. Permit requests can only be made 6 months in advance.

**Approval or Denial of a Use of Facilities Permit**

**Approval of Permit**

Once a permit request is submitted, it is sent to the site Use of Facilities administrator for review.
- If Custodial is needed, the permit request is passed on to Custodial at the site for approval.
- If Nutrition services are needed, the permit request is passed on to Nutrition service worker at the site for approval.
- If athletic space is needed, the permit request is passed on to the site’s Athletic director for space availability.

Once all site staff have reviewed the permit request, it is processed through the Facilities Business Department for final approval.
- Insurance is checked
- Event eligibility is determined
- Invoice is created
- Approval is granted

**Denial of Permit**

The Facilities Business Department cannot approve any requests if:
- the request is incomplete or has not met the conditions outlined in "User Groups Use of Facilities and Grounds Application Procedures" section of the manual;
- the request to reserve space contains a material misrepresentation or materially false statement;
- the request is not received sufficiently in advance of the proposed event or activity to permit necessary evaluation and to determine the appropriate location. In general, if the request is received at least fourteen (14) business days prior to the proposed event, timing should not be a factor;
- the use or activity intended by the request is prohibited by law or proposes behaviors or conduct proscribed as prohibited in this policy;
- the applicant has previously damaged facilities or grounds and has not paid for repairs;
- the applicant has a previously committed significant or repeated violation of these policies;
- the use or activity would present an unreasonable health or safety danger; or
- the request to use facilities or grounds conflicts with a preexisting reservation and no reasonable alternative time or place is available.

If the request is to hold birthdays, weddings, or funerals.

**Permit Must Be On-Hand During Event**

If approved, the user must print out its permit in Civic Permits and have the permit on-hand during the event.

**Important Facility and Grounds Use Information**

**Access**

Entry for the rental group on the day and time of scheduled use requires the presence of the user group or a designated and approved representative.
• A representative of the user group, approved by both the user group and the Facilities Business Department, must be present throughout the user group’s entire use of the facility or grounds.

• The user group may not enter the facility or grounds before the rental is scheduled to begin. This includes, but is not limited to the following purposes: catering, set-up, loading equipment or scenery, dressing room and restroom use.

• If the user group must have equipment delivered or picked-up at times other than their scheduled use, arrangements must be made in advance with the Facilities Business Department. The user group will be billed for the time involved in the delivery/pick-up. Delivery vehicles should make deliveries to the loading dock area.

Advertising (non-school affiliated organizations)
No signage, posters, flyers or advertisements for any event may be posted in or on the facilities or grounds without the prior approval of the Facilities Business Department. If permission is granted, the user group is responsible for installing and removing the promotional materials.

Animals
Animals of all types and kinds are prohibited on all District facilities and grounds except as provided below:

• Service animals accompanying a disabled person (or service animals in training) are uniformly and automatically exempted from this policy in accordance with the Americans with Disabilities Act, 28 CFR Part 35 et seq., and applicable state law.

• It is the express intention of SJUSD that this policy meets requirements of the California Vehicle Code § 21113.

Appeals Process
This process will allow the user to request a change in event category. An appeal may be submitted to the Facilities Business Department for review. The request must be in writing and state why you feel your category should be changed. You will be notified within ten (10) business days of SJUSD’s decision.

Availability
Facilities not available for public use or rental use include computer labs and weight rooms. SJUSD does not rent facilities or grounds on weekends before and during school holidays.

Cafeteria Use
Use of school kitchens may be granted to eligible groups when such use will not interfere with the regular school nutrition services program. When the kitchen area is used, a nutrition services employee must be assigned to ensure sanitation, safety, and proper operation of equipment. This employee will act in a supervisory capacity only. The user group is responsible for preparation and cleanup. (See “Schedule of Fees,” p. 7.)

Cancellations
Please notify the Facilities Business Department of an event cancelation one week prior to the event. Failure to notify may result in forfeit of fees associated with the event/use.

Complaints
Any complaints regarding a permitted user’s event that are directly in violation of any of the articles of the Use of School Facilities and Grounds Handbook, Board Policy 1330, or Administrative Regulation 1330, may result in suspension or revocation of use permits.

Compliments/Comments
Any compliments, comments, or concerns regarding your event may be submitted via email or telephonically to our Facilities Business Department.

Custodial
See “Schedule of Fees,” p. 7.
Damages
Applicant will be financially liable for any damage or loss of equipment during facilities or grounds usage. All labor needed to fix or reverse damage will be charged to the user group at cost plus 15%.

Decorations
Any decorating, covering up, or changes to the facility or grounds shall be approved prior to the event. Installation and removal of decorations shall be the sole responsibility of the user.

- All decorations must be flameproof or fire retardant and may not be hung from light fixtures, ceilings, heat detectors, emergency lights, exit signs, acoustical ceiling tiles or applied to the floor.
- The use of cellophane, all tapes, nails, staples, screws, and similar materials is not allowed on walls, ceilings, theater seats, furniture, or floors. Insufficient removal of any items will result in additional cleaning charges.
- All plants, trees, and shrubs must be in waterproof containers and must be carefully placed so as not to damage floors, tables, or block fire exits.
- Rice, birdseed, confetti, hay bales, and similar items are not permitted on any SJUSD facilities or grounds, or surrounding sidewalks and parking lots.

SJUSD Representative
SJUSD personnel shall be assigned to a user group commensurate with the type of permit category, hours of operation and use of District facilities and grounds.

Employees
Individuals not working in their capacity as a SJUSD employee who wish to rent SJUSD facilities must go through the normal use permit process. The schedule of fees is applicable to the potential user requesting the facility.

Equipment
No structures may be erected (including tents) or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon.

Field Use
User groups who use outside facilities or grounds shall have the option of using SJUSD restroom facilities or renting Porta-Potties.

- If rental is for a period in excess of four hours, the user group will be required to pay for the use of restroom facilities or Porta-Potties.
- If choosing to use SJUSD restroom facilities, a SJUSD representative must be present during the entire event and the appropriate fees for this service must be paid prior to the event.
- If the user group chooses to rent Porta-Potties, the user group assumes full responsibility for them.
- The user group must show proof of Porta-Potties rental to the site administrator at least one working day prior to the event.
- The user group must also inform custodial of the delivery and removal dates for the Porta-Potties. The user group must secure the Porta-Potties to the greatest extent possible. This includes adding a padlock and chaining to the fence to avoid tipping.

Use of SJUSD Operated Stadiums
All stadium events are subject to the SJUSD's Stadium Governing Committee's approval. Potential user groups may use the track when such use does not impair the condition for student use, does not conflict with use by schools of the SJUSD and is consistent with the SJUSD's stadium guidelines outlined in Administrative Regulation 3513. The stadium governing committee shall be the determining body regarding the use of the track and stadium stands by potential user groups. Vehicles of all types, except authorized vehicles, are prohibited from using the track at any time.

Fireworks
Fireworks sales, displays or use are strictly prohibited on school grounds.

Fire Safety
At no time may the maximum occupancy be exceeded. The use of smoke machines, fog, haze, etc. is not allowed on any facility since the use of such items interferes with the building’s fire detection system. All scenery, props and draperies must be flame-proofed before installation. The use of any pyrotechnics or open flame at any time is strictly prohibited on SJUSD properties. All grills or similar items must be at least 20 feet away from any structure.

Gambling
Gambling on the premises is prohibited. Gambling shall be defined as any game of skill, chance or raffle, played with cards or any other device for money or any other representative item of value.

Key Control
Key control is mandatory. Under no circumstances is a non-SJUSD individual or a student authorized to be in possession of keys to SJUSD facilities or grounds unless authorized. Control of keys shall remain in sole care, custody and control of approved individuals. Grand master keys must be secured to the greatest extent possible and never loaned to students or non-SJUSD individuals. If keys on loan are lost, it is the user group’s responsibility to pay to re-key the entire facility.

Pool Use:
Lifeguard certificate is required and must be added to civic center permits prior to usage.

Priority
SJUSD reserves the right to change requested dates/times at any time when that use will interfere with regular school programs/activities.

Revocation of Permit
Any violations of law, SJUSD policy and/or procedure will result in the immediate revocation of the use permit and removal of the user group from SJUSD property.

- Applications will also be denied if past history of use by an organization has resulted in:
  - Violation of Board Policy
  - Inconvenience for school use
  - Damages to property
  - Consistent lack of supervision
  - Adverse behavior
  - Non-payment of fees

- The user group shall be responsible for the orderly conduct of all persons using the facility or grounds during the event. SJUSD reserves the right to remove, or have removed, any person behaving in an unlawful, disrespectful, or objectionable manner. Fights, vandalism, or destructive behavior on the part of any member of a user group or its audience will be grounds for immediate cancelation of the event and all future events by the user group. In this case, all fees will be forfeited.

- Smoking/tobacco products, consumption of alcoholic beverages and use of weapons, including knives, firearms, or explosives are not permitted on District property.

School Equipment
A use permit does not authorize the use of certain SJUSD, or student body equipment. Arrangements for supervision and operation of any equipment shall be made by the applicant with the school administrator. SJUSD recommends “checking in and out” equipment with the site representative to ensure equipment is in working order before and after the event.

Summer Use
Requests for summer use of facilities and grounds must be submitted to the site administrator beginning May 15th and before the end of the school year.

Yearly Renewal
Applications are valid for a period of one year, ending on the last day of the SJUSD’s fiscal period, June 30th. USE PERMITS MUST BE RENEWED EACH YEAR.

Waiver of Rental Fees
Rental Fees can only be waived by the Facilities Business Department. Custodial and utilities fees still apply.
The Performing Arts Rental Policies and Procedures

Theater Rental Rates:

<table>
<thead>
<tr>
<th></th>
<th>Category 2 Direct Cost per hour</th>
<th>Category 3 Fair Market Cost per hour</th>
<th>Utility/Lights Cost per hour</th>
<th>HVAC Cost per hour</th>
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</thead>
<tbody>
<tr>
<td>Facility Rental Fee</td>
<td>$125.00</td>
<td>$250.00</td>
<td>$25.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Black Box Theatre</td>
<td>$29.00</td>
<td>$60.00</td>
<td>$10.00</td>
<td>$10.00</td>
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<tr>
<td>Audio Visual Technician*</td>
<td>$120.00</td>
<td>$120.00</td>
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<td>n/a</td>
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<tr>
<td>Custodial/Supplies*</td>
<td>$41.50</td>
<td>$41.50</td>
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<td>n/a</td>
</tr>
<tr>
<td>Nutrition Services*</td>
<td>32.50</td>
<td>32.50</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

* 3-Hour Minimum Required, Per Day
Contracted Audio Visual Technician: $120.00 per hour

Equipment Rental:

<table>
<thead>
<tr>
<th></th>
<th>Category 2 Direct Cost</th>
<th>Category 3 Fair Market Cost</th>
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</thead>
<tbody>
<tr>
<td>Grand Piano – Per Day</td>
<td>$200.00</td>
<td>$200.00</td>
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<tr>
<td>Chairs – Per Item, Per Day</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Music Stands – Per Item, Per Day</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

Theater Rules

Important Information

It is the responsibility of the user to ensure a safe environment by following and enforcing SJUSD theater rules.

General Safety

- No running is permitted in the theater or the theater lobby.
- No feet are permitted on the theater chairs.
- No sitting on tables or counters.
- No leaning against or standing on handrails.
Fire Safety

- At no time may the maximum seating occupancy in the theater auditorium be exceeded. Seating occupancy is as follows:
  - Mesa Verde High School– 665
  - Rio Americano High School– 356
  - San Juan High School – 759
  - El Camino Fundamental High School– 605
- The user group will not obstruct or restrict the use of any doors, exits, hallways or aisles in the facility.

Facility Use

- Food and beverages are permitted in the lobby and the green room only. No food or beverage is permitted in the audience seating area or on the stage. Bottled water is the only exception to this rule.
- Receptions involving the serving of food and drink prior to or following events require approval from the Facilities Business Department and must be arranged in advance. Additional charges will apply if additional cleaning is required.
- The SJUSD retains the right to all concessions within its facilities and grounds. If a user group is granted permission to sell concessions or merchandise the following rules and restrictions will apply:
  - Advance notice of intent to sell concessions must be given to the Facilities Business Department no less than fourteen (14) days prior to the event.
  - All items for sale must be approved by the Facilities Business Department in advance.
  - All items for sale must be related to the event. No merchandising or retail sales of items unrelated to an event or performance is allowed.
  - The SJUSD reserves the right to restrict or not permit the sale of any items at the sole discretion of the Facilities Business Department.

Coordination

- The user group or its designated representative must coordinate the needs of all aspects of the user group’s event with the Facilities Business Department.
- To ensure protection of all in-house equipment and the professional presentation of events, all user groups are required to utilize the theater technical staff for their events, at the rates outlined in the Theater Rental Rates.
- No changes or modifications to the fixed equipment or facilities may be made, nor may any equipment be removed from the theater or altered. Any structural or electrical changes may be made only by theater staff with the Facilities Business Department’s approval and only by qualified staff or licensed contractors. All labor needed to make such changes and reverse them will be charged to the user group at the technical staff rate or, in the case of an outside contractor, cost plus 15%.
- All scenic units, props, and electrical equipment, etc. provided by the user group are subject to a safety inspection by the Facilities Business Department or its designated representative. The SJUSD reserves the right to prohibit the use of any scenery, property, or equipment that is deemed to be unsafe. Equipment judged to be unsafe must be brought up to minimum standards or be removed from the premises.
- Specialized needs for lights or sound must be arranged at least two weeks in advance with the Facilities Business Department. A three-hour daily minimum is required for use of technician.
- No tripods, cable, or equipment of any kind will be allowed in the audience seating area without the prior approval of the Facilities Business Department. Under no circumstances shall the view of the audience be obstructed.
- The theater facility will not be used for long-term storage of sets, props or costumes. Run-of-event storage will be provided as available and by prior arrangement with the Facilities Business Department.
Department. Items left in the facility after the rental becomes the property of the SJUSD unless previous arrangements have been made with the Facilities Business Department. The SJUSD assumes no responsibility for stored or abandoned property or materials at any time. The user group will be responsible for any costs associated with the removal and/or disposal of abandoned property or materials.

- All sound checks on performance days must be conducted at least sixty (60) minutes before the show. No exceptions to this rule will be permitted.
- No user group or member is permitted in the theater control booth without the permission of theater staff.
- For reasons of safety, no one with the user group under the age of 18 years may be onstage without adult supervision. User groups with large numbers of children must maintain a minimum ratio of one adult for every ten children on the stage. If a minor's presence is not immediately required on the stage for rehearsal or performance they should be waiting in the green room or dressing rooms and not on the stage.

**Important Reminders**

It is the responsibility of the facility or grounds user to be familiar with board policy and administrative regulation for facility use and the articles of this handbook.

SJUSD sites **may not** allow use of their facilities or grounds without an APPROVED permit.

User groups are not authorized to use the facilities or grounds without an APPROVED permit.

All use requests must be processed through Civic Permits on the San Juan Unified School District Website. Facilities cannot be reserved at school site.

If you have any questions or need clarification please contact the Facilities Business Department at 916-971-5790 or email @CivicPermits@sanjuan.edu

**Annual Review of the Use of Facilities Policy**

The Use of School Facilities and Grounds handbook is reviewed annually by SJUSD staff and the SJUSD’s Facilities Committee.
AGENDA ITEM: G-14
MEETING DATE: 05/28/2019

SUBJECT: 2019-2020 Lease Amendments for Aim Higher & United Cerebral Palsy at Orange Grove Site

DEPARTMENT: Facilities

ACTION REQUESTED:
The superintendent is recommending that the board approve the 2019-2020 lease amendments for the Aim Higher Program and the United Cerebral Palsy Association of Greater Sacramento (“UCP”) Program at the Orange Grove campus.

RATIONALE/BACKGROUND:
The lease for Aim Higher Inc., a California non-profit adult day program, for the exclusive use of rooms D-1 through D-4 was approved on or about July 1, 2014.

The Second Amendment, attached hereto as Attachment A, revises the original agreement by the term and the rent provisions under the lease.

The lease for UCP, a California non-profit adult day program, for the exclusive use of rooms A-5, F-4, K-1 and K-2 was approved on or about July 1, 2015.

The First Amendment, attached hereto as Attachment B, revises the original agreement by the term and the rent provisions under the lease.

ATTACHMENT(S):
A: Aim Higher Lease Amendment
B: UCP Lease Amendment

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Board of Education: 04/28/2019
Superintendent’s Cabinet: 04/16/2018; 05/20/2019

FISCAL IMPACT: LCAP/STRATEGIC PLAN:
Current Budget: N/A
Additional Budget: N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☒ Ongoing: ☐

Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation
APPROVED BY: Kent Kern, Superintendent of Schools
SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT
AND
AIM HIGHER, INC.

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT ("Second Amendment") is made and entered into this ___ day of __________, 2019 ("Effective Date"), by and between the San Juan Unified School District, a California public school district, ("District"); and Aim Higher, Inc., a California nonprofit corporation ("Tenant") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, District is the owner of real property generally known as the Orange Grove School site, located at 4640 Orange Grove, Sacramento, California 95841 (the "School Site");

WHEREAS, on July 1, 2014, District and Tenant entered into a Lease Agreement ("Lease"), attached hereto as Exhibit A, under which the District agreed to lease D-1, D-2, D-3, and D-4 ("Premises") of the School Site, in exchange for payment of annual base rent in the amount of $54,840.00;

WHEREAS, on or about April 24, 2018, the Parties entered into the First Amendment to the Lease ("First Amendment"), attached hereto as Exhibit B, under which the District agreed to add Rooms E-1 and E-2 to the leased Premises of the School Site in exchange for payment of annual rent in the amount of $75,934.82;

WHEREAS, as of the Effective Date, District agrees to extend the Term of the Lease and increase annual rent to the amount of $82,444.80;

WHEREAS, as of the Effective Date, this Second Amendment modifies and amends the Lease and First Amendment and supersedes any inconsistent provisions of the Lease and First Amendment with respect to matters covered by this Second Amendment.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and incorporated herein to this Second Amendment.

2. Term. Section 2.1 of the Lease, "Initial Term", shall be deleted and replaced in its entirety with the following: "The Term of the Lease shall commence on July 1, 2019 and shall be for one year, with an option to renew as provided for in Section 2.2 ("Renewal Term")."

Section 2.2 of the Lease, "Renewal Terms", shall be amended to state: "At District’s absolute and sole discretion, the Initial Term of this Lease may be extended on mutually agreed upon terms and conditions beyond the term described in section 2.1 for four (4)
additional one (1) year terms ("Renewal Terms," together with the Initial Term, the "Term"). Tenant shall give the District at least ninety (90) days’ advance written notice of its intent to renew.”

Section 2.3 of the Lease, “Termination for District Use”, shall be amended to state that District shall give the Tenant at least ninety (90) days’ advance written notice of termination.

3. **Use of School Site.** Section 3.2 of the Lease, “Compliance with the Law”, shall be amended to replace the term “Charter School” with “Adult Day Program.”

4. **Rent.** Section 4.1, “Rent”, shall be amended to state that Tenant shall pay total base rent in the amount of $82,444.80 annually, which shall be payable in twelve (12) equal monthly installments of $6,870.40 per month.

   Section 4.4, “Rent Adjustment to Market Rate”, shall be deleted in its entirety.

5. **Ratification.** District and Tenant hereby agree that, except as modified in this Second Amendment, the First Amendment, the Lease and all exhibits thereto are ratified, affirmed and remain in full force and effect and are incorporated herein by this reference. In the event of any conflict between the terms of this Second Amendment and the terms of the First Amendment, the Lease and the exhibits thereto, the terms of this Second Amendment shall control.

6. **Counterparts.** This Second Amendment may be executed in multiple counterparts and by facsimile, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

7. **Warranty of Authority.** By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Second Amendment on behalf of the party on whose behalf he or she is signing.
IN WITNESS WHEREOF, this Second Amendment to Lease Agreement has been duly executed by the above-named parties on the day and year first above-written.

LESSOR: San Juan Unified School District

By: _______________________________  By:_________________________________
Frank Camarda     Max Woodford
Title: Assistant Superintendent Operations, Facilities, and Transportation  
Title: Executive Director

Date: _____________________________  Date: _______________________________
FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT
AND
AIM HIGHER, INC.

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT ("First Amendment") is
made and entered into this 24th day of April, 2018 ("Effective Date"), by and between the San
Juan Unified School District, a California public school district, ("District"); and Aim Higher,
Inc., a California nonprofit corporation ("Lessee") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, District is the owner of the property generally known as Orange Grove
School, located at 4640 Orange Grove, Sacramento, California 95841 (the "School Site") which
is further described on Exhibit "A" attached hereto;

WHEREAS, on July 1, 2014, District and Lessee entered into a Lease Agreement
("Lease"), attached hereto as Exhibit C, under which the District agreed to lease D-1, D-2, D-3,
and D-4 ("Premises") of the School Site, detailed in Exhibit B attached hereto, in exchange for
payment of annual base rent in the amount of $54,840.00;

WHEREAS, on or about December 7, 2017, Lessee notified District of its current use of
Room E-1 and its desire to lease Room E-2;

WHEREAS, as of the Effective Date, District agrees to add Rooms E-1 and E-2 to the
leased Premises of the School Site in exchange for payment of annual rent in the amount of
$75,934.82;

WHEREAS, the Parties agree that Exhibit A ("School Site") and Exhibit B ("Premises"),
attached hereto, shall replace Exhibits A & B of the Lease and depict the School Site and revised
Premises, respectively, as those terms are identified and defined in the Lease and in this First
Amendment; and

WHEREAS, as of the Effective Date, this First Amendment modifies and amends the
Lease and supersedes any inconsistent provisions of the Lease with respect to matters covered by
this First Amendment.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and incorporated herein to this
First Amendment.

2. Revisions to Exhibits A and B. The Parties agree that the description of the School Site,
detailed in Exhibit A to the Lease, and the description of the Premises leased, detailed in
Exhibit B to the Lease, shall be replaced by the new School Site description, attached
hereto as Exhibit A and the new description of the Premises, attached hereto as Exhibit B.

3. **Premises.** The Parties agree to add Rooms E-1 and E-2 to the Premises, as described in Exhibit B attached hereto.

4. **Rent.** The District shall lease the Premises to Lessee in exchange for payment of total rent in the amount of $75,934.82 annually, which shall be payable in twelve (12) equal monthly installments of $6,329.90 per month. Upon execution of this Amendment, Lessee shall pay District prorated Rent for the first month, based upon a thirty (30) day month. Thereafter, Rent shall be due on the first day of each month pursuant to Section 4.2 of the Lease.

5. **Ratification.** District and Lessee hereby agree that, except as modified in this First Amendment, the Lease and all exhibits thereto are ratified, affirmed and remain in full force and effect and are incorporated herein by this reference. In the event of any conflict between the terms of this First Amendment and the terms of the Lease and the exhibits thereto, the terms of this First Amendment shall control.

6. **Counterparts.** This First Amendment may be executed in multiple counterparts and by facsimile, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

7. **Warranty of Authority.** By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this First Amendment on behalf of the party on whose behalf he or she is signing.
IN WITNESS WHEREOF, this First Amendment to Lease Agreement has been duly executed by the above-named parties on the day and year first above-written.

LESSOR:
San Juan Unified School District

By: [Signature]
Frank Camarda
Title: Senior Director of Facilities, Maintenance, and Transportation

Date: 5/3/18

LESSEE:
Aim Higher, Inc.

By: [Signature]
Max Woodford
Title: Executive Director

Date: 5/3/18

APPROVED AS TO FORM

[Signature]
Linda C.T. Simlick
General Counsel, SJUSD

Date: 4/3/18
LEASE AGREEMENT

Between

SAN JUAN UNIFIED SCHOOL DISTRICT

And

AIM HIGHER, INC.

Dated

July 1, 2014
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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and effective July 1, 2014, by and between the San Juan Unified School District, a California public school district, ("District"); and Aim Higher, Inc., a California nonprofit corporation ("Tenant," and collectively with District the "Parties).

RECITALS:

WHEREAS, District owns that real property constituting the Orange Grove School site, located at 4640 Orange Grove, Sacramento, California 95841, which is further described on Exhibit "A" attached hereto ("School Site");

WHEREAS, District has determined that the School Site is surplus to the District's educational needs pursuant to the California Education Code section 17385 et seq;

WHEREAS, District has complied with the requirements for leasing real property as set forth in the Education Code, including but not limited to Education Code section 17455 et seq.;

WHEREAS, District desires to execute this long-term Lease to clarify the rights and responsibilities of the Parties;

WHEREAS, Tenant provides an Adult Day Program and desires to lease the School Site from District;

WHEREAS, District intends to continue to permit the use of the fields on the School Site by members of the community and by organizations on a facility use permit basis; and

WHEREAS, District desires to lease the School buildings on the School Site to the Tenant upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Tenant agree as follows:

1. LEASE OF SCHOOL SITE.

District leases to Tenant and Tenant leases from District and Tenant is hereby granted exclusive use of that portion of the School Site consisting of the buildings, all improvements located thereon, and the immediately contiguous common areas ("Premises"), and non-exclusive use of the remainder of the School Site, consisting of the multi-purpose room and kitchen, students and staff bathrooms, the office area and staff room, the parking lots, playground and playing fields thereon, all as shown in on Exhibit "B" attached hereto .

2. TERM.

2.1 Initial Term. The term of this Lease shall be for five (5) years. The commencement date shall be July 1, 2014 ("Commencement Date"), and unless sooner
terminated under any provision hereof, this Lease shall end on June 30, 2019 ("Initial Term").

2.2 Renewal Terms. At District's absolute and sole discretion, the Initial Term of this Lease may be extended on mutually agreed upon terms and conditions beyond the term described in section 2.1 for two (2) additional five (5) year terms ("Renewal Terms," together with the Initial Term, the "Term").

2.3 Termination for District Use. Notwithstanding anything to the contrary in this Lease, District shall have the right to terminate the Lease at any time if the School Site is needed by the District for public school purposes, and the District shall give the Tenant at least twelve (12) months advance notice of such termination.

3. USE OF SCHOOL SITE.

3.1 Program. Tenant shall use the Premises solely for the purpose of providing adults with special needs a day program that supports their need to develop independent living skills and vocational skills ("Program").

3.2 Compliance with Law. Tenant shall not use, or permit the Premises or any portion of the School Site to be used, in whole or in part during the Term of this Lease for any purpose or use that is in violation of any laws or ordinances applicable thereto. Tenant agrees to maintain the Premises and to conduct the Program in a manner that meets all federal, state and local regulations relating to the School Site, the Premises, and to the operation of the Program, and to comply with all federal, state and local laws, regulations, ordinances, and zoning and use restrictions now or hereafter enacted concerning the School Site, the use of the Premises, and/or the operation of the Program, and to maintain, upgrade and/or perform any and all necessary construction and improvements required by any changes in any applicable federal, state and local laws and regulations relating to the Premises, the School Site, and Tenant’s use thereof during the Term of the Lease. If any code upgrades, construction and/or improvements are required in order to comply with any federal, state and local laws, regulations and ordinances, zoning and use restrictions, foreseen or unforeseen, ordinary as well as extraordinary, now or hereafter enacted concerning the Tenant’s use of the School Site, the Tenant’s use of the Premises, and/or the Tenant’s operation of the Charter School, and if the useful life of those improvements substantially exceeds the Term of this Lease (i.e., by more than 6 mos.) then, within ten (10) business days after the giving of written notice by either party to the other, District and Tenant shall reach agreement concerning the sharing of the cost of the same. If such agreement cannot be reached, then either party shall have the right, upon thirty (30) days’ notice to the other in writing, to terminate this Lease, and upon such notice by either party, this Lease shall be considered immediately terminated, and null and void for all purposes. Tenant shall indemnify, defend, and hold District harmless from and against any and all loss, expense, damages, attorneys’ fees and/or liabilities arising out and/or related in any way to the failure of Tenant to comply with this provision of the Lease. Tenant and District have expressly discussed the fact that the Premises and School Site have not been inspected by a certified CASp inspector and that there is no report available from District concerning the compliance of the Premises and/or School Site with the Americans with Disabilities Act and/or any related California State or local laws, rules, regulations or ordinances (collectively “ADA”). As is set forth in Section 6.2, herein, Tenant takes the
Premises and the School Site in its “AS-IS” condition, the District having made no representations or warranties with respect to the compliance with the same with the ADA. Tenant shall indemnify, defend, and hold District harmless from and against any and all loss, expense, damages, attorneys' fees and/or liabilities arising out and/or related in any way to the failure of Tenant to comply with the provisions of this Lease.

3.3 Permits and Approvals. The effectiveness of this Lease shall be subject to the Tenant obtaining and maintaining during the Term of the Lease any and all zoning, use permits or approvals which may be required in order for the Tenant to operate the Program on the School Site. If required, Tenant and all subtenants, if any are allowed by District, shall obtain any and all necessary use permits from the City and/or County of Sacramento for Tenant's use throughout the Term of this Lease.

3.4 Limitations on Use. Tenant shall not commit or suffer to be committed, any waste upon the School Site, or allow any sale by auction upon the School Site, or allow the School Site to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling within the Premises which, in the opinion of District, threaten the physical integrity of the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the School Site. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the School Site except in trash containers designated for that purpose. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are absolutely prohibited on the School Site. Tenant shall comply with the District-wide policy prohibiting the use of tobacco products on the School Site at all times, as well as any and all other District-wide use policies enacted subsequent to the effective date of this Lease restricting certain types of activities deemed unhealthy or unsafe for other school sites. Tenant shall not use, or permit the use of, the School Site for any purpose other than that specified in this section without the prior written consent of the District nor bring or keep anything therein that will in any way increase the existing rate of or affect any fire or other insurance upon the School site or its contents, or cause cancellation of any insurance policy covering the facilities on the Premises or any part thereof or any of its contents. Tenant shall not use or permit the use of the School Site or any part thereof for any purpose which is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility. During the Term of this Lease Tenant shall not use any portion of the School Site, including the Premises, for any type of activity whatsoever, that the District deems, and thereafter notifies Tenant in writing, presents an unreasonable risk of harm to the District’s students, personnel, the Tenant’s students, teachers, third party invitees or licensees, and/or members of the general public or to the buildings, improvements and/or other structures which Tenant is granted use of during the Term of this Lease.

3.5 Cooperation with Neighbors and Other Uses of the School Site. Tenant agrees to immediately respond to concerns expressed by neighbors or District relating to the use of the Premises and/or operation of the Program. Tenant shall not permit anything to be done in or about the School Site that will in any way obstruct or interfere with the other permitted users of the School Site, if any, or injure or annoy them. Tenant shall not have any right to sublet or authorize any third party use of the Premises. Any outside group wishing to use the Premises or any facilities thereon must go through the District’s use of facilities application process. In the event Tenant desires to use any of the shared
space [if any] and including those common areas of the School Site with respect to which Tenant is granted non-exclusive use, Tenant shall work with other permitted users of the School Site to make such arrangements. There shall be no cost to the District involved in Tenant's use of shared space. Tenant agrees to make a good faith effort to achieve a mutually agreeable and compatible policy concerning use of the shared space, including without limitation, bathroom facilities, with other users of the School Site.

3.6 Oversight of Subtenants, Licensees and Invitees. Tenant shall require all subtenants (if District consents to any sublease), licensees, and invitees to use the Premises and School Site only in conformance with the permitted uses under this Lease and with all applicable governmental laws, regulations, rules and ordinances.

3.7 Tenant Administration of the Program. Tenant represents that it is qualified to administer and operate the Program. Tenant shall be solely responsible for the administration and operation of the Program, including the hiring of all employees. Tenant shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontracts who may provide services in conjunction with Tenant's activities on the School Site.

3.8 Fingerprinting by Tenant. If applicable, Tenant shall be responsible for ensuring compliance by its agents, employees, subtenants, volunteers, licensees and invitees with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. Verification of compliance with the applicable fingerprinting requirements shall be provided in writing to District prior to each individual's commencement of employment or participation in any activity of Tenant on the School Site and prior to permitting contact with pupils participating in any activity of Tenant.

3.9 Early Occupancy. Once Tenant has demonstrated its compliance with Section 9 (Insurance) of this Lease, Tenant shall be granted access to the School Site two and a half weeks prior to the Commencement Date of the Lease, Monday through Friday, and during normal working hours from 7:30AM to 4:00PM. Tenant shall be allowed to perform certain move in related activities such as: furniture installation and arrangement, placement of supplies and equipment in anticipation of commencing its operations on the Commencement Date. Tenant shall not otherwise commence any operations related to its Program prior to the Commencement Date. Tenant shall notify and coordinate its early occupancy activities with the District's Director of Planning.

4. RENT.

4.1 Rent. For and in consideration of the use of the Premises, Tenant agrees to pay the District the sum of fifty-four thousand eight hundred forty and 00/100 dollars ($54,840.00) annual rent in regular monthly installments of four thousand five hundred seventy and 00/100 dollars ($4,570.00), which includes the cost of utilities, including, but not limited to, water, sewerage fees, storm water, gas, light, heat, trash and garbage collection and recycling. Telephone, data and cable access are not included. Tenant may, at its option and subject to approval from the District, obtain its own internet service provider and telephone service. Tenant shall also pay for all other services supplied to or consumed on the Premises, including, but not limited to, janitorial and custodial services, and shall pay all taxes and surcharges on all utilities and services. Notwithstanding the
foregoing, the District will provide Tenant with a pro rata share of one part-time equivalent custodian Monday through Friday from 11:00 a.m. to 4:00 p.m., excluding District holidays. The District will provide additional custodial services to Tenant at the District’s then current rate and Tenant is responsible to pay one hundred percent (100%) of the charges. In the event Tenant’s access to the District’s technology infrastructure causes the District to incur additional costs or charges, such additional costs or charges shall be billed to Tenant. Such access shall not include access to District’s technology programs, networks or servers. Tenant shall pay District all amounts due within thirty (30) days of receiving an invoice and/or billings from the District. All of the foregoing payable by Tenant shall constitute the “Rent.”

4.2 Timing of Payment. Upon its execution of this Lease Tenant shall pay District prorated Rent for the first month, based upon a thirty (30) day month. Thereafter, Tenant shall pay Rent to the District in advance and Rent shall be due on the first day of each month during the Term of this Lease and until its expiration or termination without deduction, setoff, prior notice or demand. If the District provides Tenant any utilities or services, Tenant shall pay the cost of those utilities and services within fifteen (15) days of the end of each month.

4.3 Rent Adjustment. The monthly installment of Rent will be adjusted annually, effective on July 1st of each year, for each succeeding year after the initial year. For lease year two (2) and each year through the expiration or termination of the term of the Lease, the annual base Rent shall escalate by a sum of three percent (3% Subsequent yearly adjustments shall be effective on each successive anniversary of the commencement date for each succeeding year of the Lease until the expiration of the Lease Term except as follows.

4.4 Rent Adjustment to Market Rate. In the event Tenant chooses to continue its occupancy during a five (5) year Term under the Lease, within one hundred and twenty (120) days prior to the termination of the final year of Tenant’s first five (5) year Term Tenant shall provide District with written notice of such intention to continue its occupancy during a Renewal Term under Section 2.2 of this Lease, and stating the amount that Tenant proposes to pay as market rent for the School Site (including the Premises). District shall have fifteen (15) days to respond to Tenant’s notice and accept the market rent offered by Tenant or to propose a different market rent. Tenant shall have an additional ten (10) days thereafter to accept District’s market rent. If Tenant does not choose to accept District’s market rent, Tenant may either withdraw its offer to continue under the Lease for a Renewal Term and the Lease shall expire at the conclusion of the first Term, or, in the alternative, the Tenant shall notify the District that the market rent to be paid Tenant shall be determined by a panel of three (3) qualified appraisers, one chosen by the Tenant, one chosen by the District, and the third chosen by agreement of the Parties or appointed by a judge of the Superior Court of Sacramento County, and who shall render their opinions concerning the market rent to be paid for the School Site (including the Premises) within not less than sixty (60) of their appointment. The Parties shall each pay for their own appraiser and split the costs of the third appraiser. The market rent to be paid by Tenant during the initial year of the Renewal Term shall be the average of the two closest market rent figures proposed by the panel of appraisers. Rent after the first year of
the Renewal Term shall be increased by three percent (3%) per year, and in the manner similar to that during the Initial Term and first Renewal Term.

Second Renewal Term. In the event Tenant chooses to continue its occupancy during a second five (5) year Renewal Term, Rent hereunder shall be determined by the procedures set forth in the provisions of Section 4.4 hereof.

4.5 Late Charges. Tenant acknowledges that late payment by Tenant to District of the Rent and other sums due hereunder will cause District to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative costs, overhead, processing and accounting charges. Accordingly, if District does not receive any installment of Rent or any other sums due as Rent from Tenant by 4:00 p.m. within ten (10) days after that amount is due as provided in Section 4.2 of this Lease, Tenant shall pay to District, as additional rent, a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Tenant. Acceptance of such late charge by District shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent District from exercising any of its other rights and remedies granted hereunder.

4.6 Additional Rent. Any real property taxes, use taxes, late charges, costs and/or other expenses which accrue during the term of this Lease in connection with the Premises and School Site (to the extent of Tenant's proportional share of use of the same), together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease, shall be paid by the Tenant in the form of additional rent ("Additional Rent") under this Lease and, in the event of nonpayment by Tenant, District shall have all of the rights and remedies with respect thereto as District has for the nonpayment of the Rent.

5. SECURITY DEPOSIT.

5.1 Amount of Security Deposit. Upon execution of this Lease, Tenant shall deposit with District five thousand four hundred and 00/100 Dollars ($5,400.00) hereafter referred to as “Security Deposit.”

5.2 Uses of Security Deposit. The Security Deposit shall secure the timely, full and faithful performance by Tenant of each term, covenant and condition of this Lease. If at any time Tenant shall fail to make any payment or fail to keep or perform any term, covenant or condition on its part to be made or performed or kept under this Lease, without waiving or releasing Tenant from any obligation under this Lease, District may, but shall not be obligated to use, apply or retain the whole or any part of the Security Deposit: (a) to the extent of any sum due to District; (b) to make any required payment on Tenant's behalf; and/or (c) to compensate District for any loss, damage, attorneys' fees or expense sustained by District due to Tenant's default, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of District's damages in case of default by Tenant. In such event, Tenant shall, within five (5) days of written demand by District, remit to District sufficient funds to restore the
Security Deposit to its original sum. No interest shall accrue on the Security Deposit. District shall not be deemed a trustee of the Security Deposit, and may commingle the Security Deposit with its other funds. Should Tenant comply with all the terms, covenants, and conditions of this Lease and at the end of the term of this Lease leave the School Site in the condition required by this Lease, then the Security Deposit, less any sums owing to District, shall be returned to Tenant within thirty (30) days after the expiration or earlier termination of this Lease and vacancy of the School Site by Tenant.

5.3 Impermisssible Use of Security Deposit. Tenant may not apply the Security Deposit as an offset to or a credit against any Rent, Additional Rent and/or other amounts due under this Lease. If District sells or assigns the Lease or the leased Premises, District shall have the right to transfer the Security Deposit to the new owner or assignee of this Lease, and upon so doing District shall be released from all liability to Tenant for return of the Security Deposit.

6. DELIVERY AND CONDITION OF SCHOOL SITE.

6.1 Delivery. District shall deliver to Tenant on the Commencement Date actual and exclusive possession of the Premises, free and clear of all tenancies and occupancies. If for any reason District cannot deliver possession of the Premises to Tenant on the Commencement Date, District shall not be subject to any liability therefore except as described in this section, nor shall District's failure to deliver the Premises affect the validity of this Lease or the obligations of Tenant hereunder or extend the term hereof, but in such case, Tenant shall not be obligated to pay any Rent hereunder until possession of the Premises is tendered to Tenant. If for any reason District is unable to deliver possession of the Premises within four (4) months after the Commencement Date then this Lease shall terminate, and all obligations hereunder shall become null & void.

6.2 Condition of Premises. The Premises is leased to Tenant on an “AS IS” basis. District shall not be required to make or construct any alterations including structural changes, code upgrades, additions or improvements to the Premises. By its entry upon and taking possession of the Premises pursuant to this Lease, Tenant accepts the Premises in “AS IS” condition and waives any and all claims against the District stemming from or related in any way to the condition of the Premises. Tenant acknowledges that, except as set forth herein, neither the District nor District's agents have made any representation or warranty as to the suitability of the Premises to the conduct of Tenant's business or Program. Concerning ADA improvements (including, but not limited to, signage, access, path of travel improvements, etc.) District and Tenant have specifically discussed the importance of Tenant’s accepting the Premises and School Site (to the extent of Tenant’s proportionate use of the same) in its “AS-IS” condition and Tenant’s accepting financial responsibility for making any repairs, necessary improvements, code upgrades and/or performing any construction necessary to comply with ADA. Any agreements, warranties or representations not expressly contained in this Lease are of no force and effect, and shall in no way bind either District or Tenant, and Tenant expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.

6.3 District Furnishings and Equipment. The Premises and any furnishings and equipment provided to Tenant by District shall remain the property of the District. At the
time Tenant takes possession of the Premises, the District shall have conducted an inventory of its furnishings and equipment and any other District property on the Premises and District shall provide Tenant with a copy of said inventory prior to Tenant’s occupancy of the Premises. If any furnishings and/or equipment is provided to the Tenant by the District during the term of this Agreement, said additional furnishings and equipment shall be added to the District’s inventory and shall remain the property of the District.

7. **TAXES AND ASSESSMENTS.**

Tenant shall pay before delinquency any and all taxes, assessments, levies, possessory interest taxes, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, including, but not limited to assessments for public improvements or benefits, which during the Term of this Lease are assessed, levied, or imposed upon or become due and payable and a lien upon or represent an escape assessment from (i) the Premises and/or any improvements situated thereon or any part thereof or any personal property, equipment or other facility used in the operation thereof; or (ii) the rent or income received from subtenants or licensees; or (iii) any use or occupancy of the Premises and/or any rights, obligations, easements and franchises as may now or hereafter be appurtenant to the use thereof; or any interest and/or right of use Tenant has under the Lease (collectively “Taxes and Assessments”). Notwithstanding the foregoing, in the case of any special assessment levied upon the School Site, or any part thereof, during the Term of this Lease, Tenant shall be obligated to pay in full at the inception (or provide District sufficient funds which, together with the accrual of investment yield thereon, shall be sufficient to pay to maturity all installments) the amount of any such special assessment. Nothing in this Section shall limit District’s right to recover, as Additional Rent, Taxes and Assessments payable after termination of this Lease for any amounts due and payable by Tenant during the Term of this Lease. The provisions of this Section shall survive the expiration or earlier termination of this Lease; provided, however, that nothing herein shall obligate Tenant to pay Taxes and Assessments which are both (i) imposed upon the Premises subsequent to the termination of this Lease and (ii) applicable to a period or periods subsequent to the termination of this Lease.

8. **INDEMNIFICATION.**

8.1 Tenant Indemnification. Tenant agrees to indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees and agents from and against any and all claims, causes of action, demands, suits, damages, losses, judgments, obligations, costs, and/or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees and costs), on account of, or arising out of, any injury to or death of any person, and/or any damage to or destruction of any property occurring in, on or about the School Site (including the Premises) arising out of 1) Tenant’s use or occupancy of the School Site (including the Premises), any Program activities, and/or from any activity, work or other acts performed and/or permitted by Tenant in or about the Premises, the School Site, and all areas appurtenant thereto after District delivers possession (including any early possession allowed under Section 3.9 of this Lease) of the Premises to Tenant, 2) the operation, condition, use or occupancy of the Premises and all areas appurtenant thereto, 3) any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease, and/or 4) from the conduct of Tenant’s operations of the its Program activities, or from any activity,
work, or other things done, permitted or suffered by Tenant in relation thereto in or about the School Site (including the Premises). This Lease is made on the express condition that District shall not be liable for, or suffer loss by reason of, injury to or death of any person or any damage or destruction of property, from whatever cause in any way connected with Tenant’s operation, condition, use or occupancy of the School Site specifically including, without limitation, any liability for injury, death or damage to the person or property of the Tenant, its agents, officers, employees, licensees and invitees. Tenant’s duty to hold harmless, indemnify and defend District under this Lease shall also extend to any claims (regardless of whether or not suit has been filed) against District for ADA violations arising during the term of Tenant’s Lease and/or connected in any way with Tenant’s use, operations and/or the condition of the Premises and School Site during the term of this Lease.

8.2 Tenant’s Duties in the Event of Suit. If any action or proceeding is brought against District by reason of any claim for which Tenant has a duty to indemnify the District under this Lease, generally, and/or Section 8.1, specifically, (and regardless of whether a claim is filed as a civil suit in a court of law), Tenant, upon receipt of notice from District, shall defend the District at Tenant’s expense. Tenant shall give prompt written notice to District’s Risk Manager in case of casualty or accidents in or on the Premises, and any claims with respect to which Tenant has a duty to indemnify District.

8.3 District Indemnification. District shall hold harmless, defend and indemnify Tenant from any claims, damages or expenses, including reasonable attorneys’ fees, arising out of or relating to or in any way connected to District's active negligence or willful misconduct in connection with the performance of any of its duties under this Lease. This indemnification shall not apply in those instances where Tenant had actual knowledge and failed to inform District of a potential or actual hazardous condition of the Premises.

8.4 Costs to Enforce Indemnification. In connection with any disputes concerning enforcement of the rights of indemnification provided for herein, the prevailing party in any legal action to enforce such rights shall be entitled to its, his or her attorneys’ fees and costs.

9. INSURANCE.

9.1. Tenant agrees to carry the following insurance coverages and types:

9.1.1 Workers' Compensation Insurance in statutory amounts;

9.1.2 Employer’s Liability Insurance in the amount of $1,000,000.00 per person for each accident, or disease;

9.1.3 Commercial General Liability Insurance of not less than $1,000,000.00 per occurrence, with a $2,000,000.00 aggregate limit, together with a Commercial Umbrella or Excess Liability providing coverage in excess of the Commercial General Liability Insurance for limits of not less than $4,000,000.00 per occurrence/aggregate. The fire legal liability limit shall be not less than $1,000,000.00. This policy shall contain a Contractual Liability Endorsement. This policy shall also
include an Additional Insured Endorsement naming the District as an Additional Insured. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds, including the District, and Tenant expressly agrees to waive any such rights of subrogation under the terms of this Lease. Any deductible/self-insured retention in excess of $5,000.00 per occurrence requires District's written consent.

9.1.4 Commercial Property Insurance including special form perils endorsement insuring the Premises, including plate glass, in the full replacement value, without deduction for depreciation. This policy shall have an Agreed Value Endorsement. This insurance must include all improvements and betterments, and all signs, goods, fixtures, furnishings, equipment, furniture, wall coverings, floor coverings, and other personal property. Tenant shall insure for water damage from all causes and including, but not limited to, sprinkler damage, sewer discharge or backup, water line breakage, and overflow. District shall be named as a loss payee with respect to the coverage for Tenant's improvements. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds, including the District, and Tenant expressly agrees to waive any such rights of subrogation under the terms of this Lease. The deductible/self-insured retention shall not exceed $5,000.00 per occurrence without District's written consent.

9.1.5 Loss of Business Income Insurance, including Extra Expense and Contingent Business income coverage. The insurance limits for this insurance shall be based upon a minimum of twelve (12) months business income with a 60-day extended period of indemnity endorsement.

9.1.6 Boiler and Machinery insurance, including theft and mechanical breakdown, covering rooftop HVAC units and any separate heating units or boilers which serve only the Premises. Such coverage shall be for the full replacement value of the units without deduction for depreciation.

9.1.7 Automobile liability coverage, including owned, non-owned and hired automobiles, with limits of not less than $1,000,000.00 combined single limit for bodily injury and property damage.

9.2. All policies of insurance (including policies of Tenant's contractors and subcontractors) shall contain a Waiver of Subrogation Endorsement in favor of all Additional Insureds, including the District, and Tenant expressly agrees to waive any such rights of subrogation under the terms of this Lease. If Tenant is permitted to self-insure for any of the insurance coverages required to be provided, Tenant hereby waives against District, its employees and agents, and against the Additional Insureds if not included above, all claims, including any and all rights of subrogation which may exist, for all losses and damages no matter how caused, which were or could have been insured for under any policy of insurance required to be obtained by Tenant. This waiver of liability and waiver of subrogation expressly includes any cause of loss due to the sole or concurrent negligence of the District and any Additional Insured. If Tenant shall, for any reason, fail to obtain from its insurance carrier(s) the required Waiver of Subrogation Endorsement, Tenant shall fully and completely indemnify, defend, protect and hold
harmless District and all Additional Insureds from any claims, demands, liabilities, costs (including reasonable attorneys' fees), and expenses, including lawsuits, incurred by or brought against District and/or the Additional Insureds by any insurance company which insured Tenant for a paid loss and which seeks to recover amounts paid under Tenant's policy.

9.3. Upon execution of this Lease by the Parties, Tenant shall provide a Certificate (or Certificates) of Insurance to District evidencing all of the required coverages and Endorsements prior to taking possession (including any early possession) of the Premises and School Site. The Certificate(s) of Insurance must remain current (or be replaced with a current Certificate) at all times during the period of Tenant's tenancy. All policies of insurance must be written by insurance carriers licensed to do business in the State of California and have an A.M. Best's rating of not less than A:X. All Tenant's liability policies shall be endorsed to be primary and non-contributory to policies of the District and the Additional Insureds, and shall contain either a cross-liability endorsement or separation of insureds provision which permits the limits of liability under Tenant's policies to apply separately to each Additional Insured. Each policy shall contain a provision that the insurance company shall give all Additional Insureds 60 days' written notice in advance of any cancellation, modification, lapse, reduction in amount of coverage or any other adverse change to the policy or insurer.

9.4. The Additional Insureds who shall be named on Tenant's policies shall include the District, and any mortgagee or beneficiary of any part of the School Site and their respective agents, officers and employees.

9.5. If in District's reasonable judgment there is a need for additional or different types of insurance, Tenant shall obtain such insurance coverage upon District's request and at Tenant's sole expense. District shall have the right, at its option, to maintain all or some of the insurance required to be maintained by Tenant on the Premises and School Site. In such case Tenant shall pay to District, as Additional Rent and within five (5) days after receipt of a statement therefor, that portion of the premiums of such insurance allocable to Tenant as reasonably determined by District.

9.6. District shall evaluate and review the types of coverage, the coverages and amounts of the insurance required pursuant to this Section 9 on a periodic basis, and shall take into account all relevant factors, including, without limitation, the then prevailing practices among school districts, as well as trends in the risk management, current insurance industry and tort litigation and law, inflation, etc. The coverages and amounts of such insurance shall then be adjusted in accordance with such review and evaluation (but in no event shall such coverages or amounts be adjusted downward).

10. MAINTENANCE AND REPAIRS.

10.1 Tenant Duty to Maintain. Tenant, at its sole cost, shall repair and maintain the Premises and all improvements thereto in good condition consistent with the condition of the Premises existing at the time of delivery possession under this Lease as of the Commencement Date, in accordance with applicable provisions of the Education Code,
the implementing regulations and the District’s policies and/or practices.

10.2 District Maintenance of Structure. District makes no representations or warranties regarding any of the structures and/or buildings as they exist, but subject to the provisions of Section 6.2, District agrees that if the structural elements of any of the buildings are substantially damaged or destroyed, and if such structural damage or destruction is through no fault or negligence of Tenant, then District may, at its election, repair the damage in such a manner so as to return the structure or buildings back to a condition similar to that which exists at the time Tenant takes possession of the Premises, as determined by the District in its sole discretion, or, in the alternative, District may terminate this Lease. If District elects not to perform a Material Repair (consisting of repair work estimated to cost the District more than twenty five percent (25%) of the fair market value of the Premises), then Tenant may elect to remain in possession of the Premises and shall continue to pay the stipulated Rent unless changed by mutual agreement of the Parties, or Tenant may elect to terminate this Lease. Except as set forth herein, District shall be responsible for payment of any maintenance and repair costs associated with the structural elements of the building.

10.3 Tenant Interior Maintenance. During the Term of this Lease District shall not be required to maintain, repair or replace any of the interior spaces, or improvements within the Premises, including the interior surfaces of the exterior walls. If District performs maintenance or repair work that is not District's obligation to perform under the Lease, Tenant shall reimburse District, as Additional Rent, within fifteen (15) days after receipt of copies of the applicable invoices or documentation supporting the work, for the cost of such maintenance and repairs which are the obligation of Tenant hereunder; and Tenant shall immediately reimburse District for the cost of said repairs. If repair of the structural elements of the building or buildings on the Premises are required because of the negligence or willful misconduct of Tenant or its Program attendees, employees, agents, or invitees, in such event the cost of any and all necessary repairs or replacements shall be charged to Tenant as Additional Rent.

10.4 Definition of Structural Elements. As used in this Lease, the term “structural elements of the building” are defined as and shall be limited to the foundation, footings, floor slab but not floor covering, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered “structural elements of the building” excluding, however, those repairs and maintenance items which can be completed without wall or floor removal in which case these repairs shall be the responsibility of the Tenant.

10.5 Scope of Interior Maintenance. Except as expressly provided above, Tenant shall, at its sole cost and expense, maintain and repair the Premises including the windows, skylights, doors and all door hardware, the walls and partitions, ceilings and all other surfaces visible to public or Tenant and the electrical, plumbing, lighting, heating, ventilating and air conditioning systems in a condition similar to that which exists at the time Tenant takes possession of the in accordance with applicable provisions of the Education Code, the implementing regulations and the District’s policies and/or practices. The term “maintain and repair” shall include routine, regular or necessary maintenance. If
plumbing, heating, ventilating and electrical systems can be accessed without the removal of walls or floors, repairs and maintenance shall be the Tenant's responsibility. For example, Tenant will be responsible for toilet replacements and clogged toilets, while the District will be responsible for maintenance and repair of the main sewer lines that serve the Premises which become clogged, damaged or broken through no fault of Tenant. Tenant shall have sole and complete responsibility for the cost of maintenance, repair and replacement of the heating, ventilation and air conditioning (HVAC) systems during the Term of this Lease.

10.6 Waiver of Statutes. Except as set forth herein, District shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this Section. Tenant hereby expressly waives the provisions of Subsection 1 of Section 1932 and Sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in Section 1942 of said Civil Code.

11. ALTERATIONS AND IMPROVEMENTS.

11.1 Tenant Alterations. With prior written approval of the District, Tenant may, at its sole cost and expense, construct or cause to be constructed on the Premises those improvements which Tenant deems necessary to the operation of its Program provided such improvements are subject to local site, zoning, and design review and any and all other required approvals and provided District has approved all such construction of improvements.

11.2 Requirements. All alterations, additions, and/or improvements to the facility must be made in compliance with applicable provisions of the Education Code, the applicable regulations, the ADA, the Fair Employment and Housing Act ("FEHA"), applicable building code standards, other applicable state and federal statutes, local ordinances, and the District's policies, practices, standards and procedures. In regards to any improvements constructed on the Premises consistent with the provisions of this Lease, Tenant shall, prior to construction, repair, renovation or demolition of any improvements on the Premises School Site, obtain the prior written consent of District thereto and to the final plans, specifications, and schedule for completion thereof. Tenant shall also, prior to construction of any improvements, obtain written approval from District and the Division of the State Architect ("DSA") for the improvements and their related costs. Said approval or disapproval must be expressly made by District in writing. Tenant agrees to deliver DSA's written approval to District within 10 days after Tenant's receipt. Tenant agrees not to proceed with any construction of improvements until Tenant has obtained District's and DSA's written approvals. District and Tenant recognize that such approvals may be completed in phases, such that Tenant initially requests conceptual approval and, if approved by District, then proceeds to draw the plans and specifications. District shall respond to Tenant with said approval or disapproval within forty-five (45) days after District receives a written request with architectural plans and drawings from Tenant. District's approval shall be at District's sole and absolute discretion, and District may withhold or disapprove of such improvements without reason. As a condition of its approval, District may require that Tenant agree to remove certain improvements and restore the Premises to its original condition upon expiration or earlier termination of this Lease, and/or provide District with adequate security for such removal. All work done
shall comply with prevailing wage rates and other conditions established by the California Department of Industrial Relations.

11.3 Tenant Assurances. Not less than fifteen (15) days prior to the construction, repair, renovation or demolition of any improvements on the Premises, Tenant shall provide District with information regarding the contractor's financial condition and evidence to District's satisfaction that adequate funds to complete the improvements are committed and available or that completion has been otherwise adequately assured. Such assurances may include, in District's discretion, a bond or completion guarantee. No construction shall commence until District has given Tenant written acceptance of such assurances.

11.4 Notice of Non-Responsibility. Tenant shall give District fifteen (15) days prior written notice before commencing any work on the Premises so that District may post such notices of non-responsibility with respect thereto as District may deem appropriate.

11.5 Permits and Insurance. Not less than fifteen (15) days prior to the construction, major repair, renovation or demolition of any improvements on the School Site, Tenant shall provide District with sufficient evidence that it has obtained all required approvals and permits for the work and that Tenant or Tenant's contractor(s) has in effect, with premiums paid, adequate casualty and liability insurance (including builder's risk) coverage and workers compensation that is satisfactory to District in its sole discretion.

11.6 Performance of Alterations. Upon commencement of construction of any improvements, Tenant shall cause the work to be diligently pursued to completion in accordance with the schedule for completion approved by District, subject to unavoidable delays caused by weather, supply shortages, strikes or acts of God. All work on improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws and building codes, in conformance with the plans and specifications approved by District and DSA, if applicable, or any modifications thereto which have been approved in writing by District. If an improvement project requires the use of DSA-approved Inspector services, Tenant shall reimburse District for the costs related to said services.

11.7 Inspection of Work. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed on the Premises to enter the Premises and to inspect the work provided that such entries and inspections do not unreasonably interfere with the progress of the construction. Tenant shall require its contractors who construct improvements on the Premises to reasonably cooperate with District and/or its employees and/or agent in such inspections.

11.8 As Built Plans. Within ninety (90) days after completion of construction of any work of improvement on the Premises, Tenant shall deliver to District two (2) full and complete sets of as-built plans for the work so completed.

11.9 Removal of Alterations. Upon the expiration or sooner termination of the Agreement, Tenant shall, upon written demand by District, at Tenant’s sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by District to be removed, and Tenant shall,
forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

11.10 District Changes and Repairs to Premises. Subject to the conditions listed below, District reserves the right from time to time:

11.10.1 To install, maintain, repair, and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the School Site above the ceiling surfaces, below the floor surfaces, within the walls and central core areas, and to relocate any pipes, ducts, conduits, wires, and appurtenant meters and equipment included in the Premises;

11.10.2 To use the common areas while engaged in making additional improvements, repairs or alterations to the School Site, or any portion thereof;

11.10.3 To erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, providing that the entrance to the Premises shall not be blocked thereby; and

11.10.4 To enter any part of the Premises to conduct maintenance and operations as outlined in this section.

Except in cases of emergency, the District’s rights identified in this Subsection must occur at a time previously and mutually agreed upon by the Parties so as to limit unnecessary interruptions to Tenant’s Program.

12. CASUALTY DAMAGE.

12.1 Uninsured Peril. In the event that any portion of the Premises is substantially destroyed or damaged by an uninsured peril, District or Tenant may, upon written notice to the other, given within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease; provided, however, that either party may, within thirty (30) days after receipt of notice, elect to make the required repairs and/or restoration at that party’s sole cost and expense, in which event this Lease shall remain in full force and effect, and the party having made the election to restore or repair shall thereafter diligently proceed with the repairs and/or restoration.

12.2 Insured Perils. In the event the Premises is damaged or destroyed from any insured peril, District or Tenant may, upon written notice, given to the other within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease. If neither party gives notice in writing within this period, the Parties shall be deemed to have elected to rebuild or restore the Premises, in which event the responsible party shall, at its expense, promptly rebuild or restore the Premises to its condition prior to the damage or destruction.

12.3 District Restoration. In the event that, pursuant to the foregoing provisions, District determines that it shall rebuild or restore the School Site, District shall, within thirty (30) days after the occurrence of such damage or destruction, provide Tenant with written notice of the time required for such repair or restoration. If this period is longer than one hundred twenty (120) days from the issuance of a building permit, Tenant may, within thirty (30) days of receipt of District’s notice, elect to terminate the Lease by giving written notice to District of this election, whereupon the Lease shall immediately
terminate. The period of time for District to complete the repair or restoration shall be extended for delays caused by the fault or neglect of Tenant or because of acts of God, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuel, acts of contractors or subcontractors, or delays of contractors or subcontractors due to such causes or other contingencies beyond the control of District. District's obligation to repair or restore the Premises, if any, shall not include restoration of Tenant's trade fixtures, equipment, supplies, merchandise, or any improvements, alterations, or additions made by Tenant to the Premises.

13. DEFAULT.

13.1 Events of Default. A breach of this Lease shall exist if any of the following events (hereinafter referred to as "Event of Default") shall occur:

13.1.1 Default in the payment when due of any installment of Rent, Additional Rent or other payment required to be made by Tenant hereunder, and the default shall not have been cured within ten (10) days after written notice from District;

13.1.2 Tenant's failure to perform any other term, covenant or condition contained in this Lease and the failure shall have continued for thirty (30) days after District gives written notice of such failure to Tenant; however, should Tenant’s default involve a serious risk to the safety of the students or an illegal use of the premises, such cure must occur immediately. In the event the District has notified Tenant of default on the same basis on two prior occasions, the period to cure shall be reduced to five (5) business days. On the fourth occasion of default, the District may dispense with a cure period and determine that Tenant is in material default and commence termination of this Agreement pursuant to Section 13.2.

13.1.3 The vacating or abandonment of the Premises by Tenant before the expiration of the Lease Term.

13.1.4 The failure by Tenant to utilize the premises for the sole purpose of operating the Program as authorized by this Lease and the terms and conditions set forth herein.

13.1.5 Revocation or non-renewal of Tenant’s licensing and/or operational credentials and/or permits.

13.1.6 Failure to keep in effect insurance as required herein.

13.1.7 The sequestration of, attachment of, or execution on, any substantial part of the property of Tenant or on any property essential to the conduct of Tenant's business, shall have occurred and Tenant shall have failed to obtain a return or release of the property within thirty (30) days thereafter, or prior to sale pursuant to such sequestration, attachment or levy, whichever is earlier;

13.1.8 The Tenant or any guarantor of Tenant's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts;

13.1.9 Any case, proceeding or other action against the Tenant or any guarantor of the Tenant's obligations hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment,
liquidation, dissolution or composition of it or its debts under any law relating to
bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a
receiver, trustee, custodian or other similar official for it or for all or any substantial part
of its property, and the case, proceeding or other action (i) results in the entry of an order
for relief against it which is not fully stayed within seven (7) business days after the entry
thereof or (ii) remains undismissed for a period of forty-five calendar (45) days;

13.1.10 The Tenant or any guarantor shall take any corporate action to authorize
any of the actions set forth in subsections 13.1.8 or 13.1.9 above;

13.2 Remedies. Upon any Event of Default, District shall have the following
remedies, in addition to all other rights and remedies provided by law, to which District
may resort cumulatively, or in the alternative:

13.2.1 Recovery of Rent. District shall be entitled to keep this Lease in
full force and effect (whether or not Tenant shall have abandoned the Premises) and to
enforce all of its rights and remedies under this Lease, including the right to recover Rent
and other sums as they become due, plus interest at the rate of Bank of America's or its
successor's reference rate plus three percent (3%) per annum from the due date of each
installment of Rent or other sum until paid.

13.2.2 Termination. District may terminate this Lease by giving Tenant
written notice of termination. On the giving of the notice all of Tenant's rights in the
Premises shall terminate. Upon the giving of the notice of termination, Tenant shall
surrender and vacate the Premises in the condition required under this Lease, and District
may re-enter and take possession of the Premises and all the remaining improvements or
property and eject Tenant or any of Tenant's subtenants, assignees or other person or
persons claiming any right under or through Tenant or eject some and not others or eject
none. This Lease may also be terminated by a judgment specifically providing for
termination. Any termination under this section shall not release Tenant from the
payment of any sum then due District or from any claim for damages or rent previously
accrued or then accruing against Tenant. In no event shall any one or more of the
following actions by District constitute a termination of this Lease:

13.2.2.1 maintenance and preservation of the Premises;
13.2.2.2 efforts to relet the Premises;
13.2.2.3 appointment of a receiver in order to protect District's interest
hereunder;
13.2.2.4 consent to any subletting of the Premises or assignment of this
Lease by Tenant, whether pursuant to provisions hereof
concerning subletting and assignment or otherwise; or,
13.2.2.5 any other action by District or District's agents intended to
mitigate the adverse effects from any breach of this Lease by
Tenant.

13.2.3 Damages. In the event this Lease is terminated, District shall be entitled
to damages in the following sums:
13.2.3.1 the worth at the time of award of the unpaid Rent which has been earned at the time of termination; plus,

13.2.3.2 the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus,

13.2.3.3 the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and,

13.2.3.4 any other amount necessary to compensate District for all detriment proximately caused by Tenant's failure to perform Tenant's obligation under this Lease, or which in the ordinary course of business would be likely to result therefrom including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Premises; (ii) real estate broker's fees, reasonable advertising costs and other expenses of reletting the Premises; (iii) costs of carrying the Premises and insurance premiums thereon, utilities and security precautions; (iv) expenses in retaking possession of the Premises; (v) reasonable attorneys' fees and court costs; and, (vi) any unamortized real estate brokerage commission paid in connection with this Lease;

13.2.3.5 the "worth at the time of award" of the amounts referred to in Subsections (a) and (b) of this section, is computed by allowing interest at the rate of Bank of America's or its successor reference rate plus three percent (3%) per annum. The "worth at the time of award" of the amounts referred to in Subsection (c) of this section is computed by discounting such amount at the discount rate of the Federal Reserve Board of San Francisco at the time of award plus one percent (1%). The term "Rent" as used in this section shall include Additional Rent and all other sums required to be paid by Tenant to District pursuant to the terms of this Lease.

14. TENANT'S RESPONSIBILITY FOR PAYMENT OF CONSTRUCTION COSTS/MECHANICS LIEN.

Tenant shall: (i) pay for all labor and services performed for, materials used by or furnished to Tenant or any contractor employed by Tenant with respect to the School Site; and, (ii) indemnify, defend and hold District and the School Site harmless and free from the perfection of any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, or materials used by or furnished to, Tenant or any contractor employed by Tenant with respect to the Premises; and, (iii) give notice to District in writing fifteen (15) days prior to employing any laborer or contractor to perform services related to, or receiving materials for use upon, the Premises; and, (iv) permit District to post a notice of
nonresponsibility in accordance with the statutory requirements of California Civil Code Section 8444 or any amendment thereof. In the event Tenant is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include District as an additional obligee.

15. INSPECTION OF SCHOOL SITE.

15.1 Tenant shall exercise reasonable care in maintaining the security of keys to the facilities. All keys shall remain the property of the District, and shall be returned to the District at the end of the school year or as required by the Site Administrator. In the event additional keys need to be provided to Tenant, or the facility needs to be re-keyed or locks replaced or repaired because of some act of the Tenant and/or its personnel, including, but not limited to, theft or loss of any Facility key, Tenant shall be responsible for the cost of such repair or replacement. Tenant may not re-key the Premises, and shall notify District of any breach of security that may necessitate a re-keying. Pursuant to District policy and before issuing keys for the premise, Tenant will comply with the District’s key control policy, including, but not limited to, submitting a written request for issuance of Facility keys to the Site Administrator and acknowledgment of receipt of such keys by annually completing and signing a form provided by the District which includes, among other things, the number of keys received, the key number, the building and room identification and the name(s) of the person or persons retaining physical custody of said Facility keys.

15.2 Tenant shall permit District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing District's maintenance and repair responsibilities, or posting a notice of nonresponsibility for alterations, additions, or repairs. In addition to the rights granted to District under Section 11 to inspect improvements under construction on the Premises, District and its authorized agents and representatives shall have the right throughout the Term of this Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises or exhibiting them to prospective lessees, occupants, purchasers or mortgagees. At any time within eighteen (18) months prior to the expiration of the Term of this Lease, District, for the purpose of showing the School Site to prospective tenants / bidders may place upon the School Site “For Lease” or “For Sale” signs, provided said signs shall not suggest that Tenant's business is for sale.

16. HOLDING OVER.

Should Tenant hold over in possession after the expiration of the Initial Term or any Renewal Term or the earlier termination of this Lease, the holding over shall not be deemed to extend the Term or renew the Lease, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth at 150% (one hundred fifty percent) of the monthly rental (Holding Over Rent) of the last expiring Term unless Tenant and District mutually agree to a different rental amount.

17. NOTICES.

Any notices which either of the Parties hereto is required or may desire to send or deliver to the other party, shall be written and either mailed, certified mail, return receipt requested,
postage prepaid, deposited with an overnight delivery service, prepaid with proof of delivery, or personally delivered, with all charges prepaid, to such other party at the address listed below, or to such address as either party may designate to the other from time to time in writing.

**District:**
Cynthia Jensen, Director of Planning  
San Juan Unified School District  
10700 Fair Oaks Boulevard, Room 9  
Fair Oaks, CA 95628  
Tel: (916) 971-5721  
cynthia.jensen@sanjuan.edu

**Tenant:**
Eric Steward  
Aim Higher, Inc.  
P. O. Box 122  
Roseville, CA 95661  
Tel: (916) 730-7812  
esteward@aimhigherinc.com

The date of service of any notice mailed as aforesaid, shall be deemed to be five (5) days after the date of such mailing; the date of service of any notice deposited with an overnight delivery service shall be the next business day; and the date of service of any notice hand delivered, as aforesaid, shall be deemed to be one (1) day after delivery thereof to the delivery service office.

18. **ATTORNEYS’ FEES.**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Lease, to recover rent or possession of the Premises, to terminate this Lease, or to enforce, protect or establish any term or covenant of this Lease or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys’ fees and court costs, including attorneys’ fees and costs for appeal, as may be fixed by the court or jury. The term “prevailing party” shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

19. **SUBLEASE OR ASSIGNMENT.**

The Tenant shall not sublease, assign, transfer, mortgage, pledge, hypothecate or encumber, voluntarily or involuntarily, in whole or in part, this Lease or any interest herein, without District’s express consent and written approval, which District may grant or withhold in its sole and absolute discretion. The parties hereto acknowledge that the District’s decision to enter into this Lease is based upon the experience and special qualifications of Tenant to operate a State Developmental Center and that, in the view of District, other parties will not necessarily have similar experience or qualifications. Any sublease or assignment of this Lease must be in writing and signed and approved in advance by District, Tenant and sublessee/assignee. This Lease cannot be assigned during the first five years of the Lease Term. No sublease, assignment or transfer shall be effective until there shall have been delivered to District an agreement, executed by the District, Tenant/assignor/sublessor and the proposed assignee/sublessee, whereby the assignee/sublessee agrees, among other things, to assume, keep and perform, and be bound by each and all of the covenants, conditions, restrictions and provisions of this Lease on the part of Tenant, including payment or all Rent due, and that Tenant/assignor/sublessor shall remain responsible for the performance of any of the obligations of assignee/sublessee pursuant to the covenants, conditions, restrictions and provisions of this Lease. Any sublease or assignment in violation of this Section shall be void and of no effect. Tenant agrees that the
District may assign any interest in this Lease, as required or desired at any time, provided that the assignment will not disturb the Tenant's possession and quiet enjoyment of the Premises.

20. **SUCCESSORS.**

This Lease contains all of the covenants, agreements, representations and provisions thereof and shall inure to the benefit of and be binding upon the respective heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto, except as provided in the preceding Section.

21. **SURRENDER OF LEASE NOT MERGER.**

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of District, terminate all or any existing subleases or subtenancies, or operate as an assignment to District of any or all subleases or subtenancies.

22. **WAIVER.**

The waiver by District or Tenant of any term, covenant or condition or any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of the term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by District or payment of Rent by Tenant shall not be deemed to be a waiver of any preceding default by Tenant or of any term, covenant or condition of this Agreement, other than the failure of the Tenant to pay the particular Rent so accepted, regardless of District's knowledge of such preceding default at the time of its acceptance of the Rent.

23. **GENERAL.**

23.1 **Captions.** The captions and section headings used in this Lease are for the purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Lease.

23.2 **Time of the Essence.** Time is of the essence for the performance of each term, covenant and condition of this Lease.

23.3 **Severability.** In case any one or more of the provisions contained herein, except for the payment of Rent, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and the remaining provisions shall not be affected thereby and shall be fully enforceable, unless such enforcement would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Lease.

23.4 **Joint and Several Liability.** If Tenant is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of Tenant hereunder.
24. **SIGNS.**

Tenant may at Tenant's cost place Tenant's signs on the School Site, provided Tenant obtains the approval and consent of District. Any signs shall be at Tenant's cost and in compliance with the local ordinances pertaining thereto. Throughout the Term of this Lease Tenant shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Lease, Tenant shall remove any signs which it has placed on the School Site in which the Premises is located, and shall repair any damage caused by the installation or removal of those signs.

25. **INTEREST ON PAST DUE OBLIGATIONS.**

Any amount due to District not paid when due shall bear interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum commencing thirty (30) days after the due date, but not to exceed the maximum rate permitted by law. Payment of interest shall be in addition to any late charges owing pursuant to this Lease and shall not excuse or cure any default by Tenant under this Lease.

26. **SURRENDER OF THE SCHOOL SITE.**

On the last day of the Term hereof, or on sooner termination of this Lease, Tenant shall surrender to District the Premises and any then existing improvements in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. This condition shall be similar to that existing as of the Commencement Date of this Lease excepting normal ordinary wear and tear and any structural improvements made by District subsequent to the Commencement Date. This Lease shall operate as a conveyance and assignment to the District of any improvements identified by the District to remain on the Premises. Tenant shall remove from the Premises all of Tenant's personal property, trade fixtures, and any improvements made by Tenant which District determines shall be removed by Tenant. All property not so removed shall be deemed abandoned by Tenant. If the Premises is not so surrendered at the expiration or earlier termination of this Lease, Tenant shall indemnify District against loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claims made by any succeeding Tenant or losses to District due to lost opportunities to Lease to succeeding tenants.

27. **DISTRICT'S COVENANTS.**

The District covenants, warrants and represents that it has full right and power to execute and perform this Lease, and to grant the estate demised herein, and covenants that Tenant on paying Rent as herein provided and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the demised Premises and all rights, appurtenances and privileges belonging or in any way appertaining thereto, during the Term of this Lease and any extension or renewal thereof.

28. **BROKERAGE.**

District and Tenant agree that no broker was involved either in any of the negotiations which preceded this Lease or in the procuring of same. District and Tenant agree that if any claim be made for brokerage fees by, through or on account of any acts of District or Tenant or
their respective representatives, the party upon whose acts such claim is made will hold the other harmless from any and all liabilities and expenses in connection therewith.

29. **HAZARDOUS MATERIALS.**

29.1 Hazardous Materials on Premises. District and Tenant agree as follows with respect to the existence or use of Hazardous Materials on the Premises including any improvements made by Tenant.

29.2 Definition. As used herein, the term “Hazardous Materials” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term “Hazardous Materials” includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, Section 66261.30 et seq. (ii) defined as a “hazardous waste” pursuant to Section 30021 of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a “hazardous substance” pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term “Hazardous Materials Law” shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, the California Department of Toxic Substances Control, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

29.3 Hazardous Materials. Tenant shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the School Site and any improvements by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies which shall be used and stored in strict compliance with Environmental Laws. Tenant shall comply with all Environmental Laws.

29.4 Responsibility of Tenant. From and after the Commencement Date, Tenant shall be solely responsible for all environmental matters affecting the Premises and any improvements thereon. Without limiting the preceding sentence:

29.4.1 Any handling, transportation, storage, treatment, disposal or use of Hazardous Materials in or about the Premises and any improvements by any person or entity shall be the responsibility of Tenant and shall strictly comply with all applicable Hazardous Materials Laws and the provisions of this Lease.

29.4.2 It shall be the duty of Tenant to insure that the Premises and any improvements are at all times in strict compliance with all Hazardous Materials Laws and that all activities conducted in or about the Premises and improvements comply in every respect with all applicable Hazardous Materials Laws including, but not limited to, all notification, record keeping, and maintenance requirements of such Laws.
29.4.3 Tenant shall have and discharge all of the duties and obligations of the owner of the Premises and improvements thereon under applicable Hazardous Materials Laws, including, but not limited to, response and remediation; and

29.4.4 Tenant shall be responsible for all liability to third parties who may be harmed or claim harm resulting from an environmental condition on or about the Premises and any improvements.

29.5 Indemnification. Tenant shall indemnify, defend upon demand with counsel reasonably acceptable to District, and hold harmless District and its trustees, agents and employees from and against any liabilities, losses, claims, damages, lost profits, consequential damages, interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, and other expenses which result from or arise in any manner whatsoever out of the use, storage, treatment, transportation, release, disposal, or presence from any cause or source whatsoever of Hazardous Materials on or about the Premises and any improvements.

29.6 Tenant Action. If the presence of Hazardous Materials on the Premises and any improvements from any source whatsoever results in contamination or deterioration of water or soil resulting in a level of contamination greater than the levels established as acceptable by any governmental agency having jurisdiction over such contamination, and if the Tenant is responsible therefore under applicable law, then Tenant shall, at its sole cost and expense, promptly take any and all action necessary to investigate and remediate such contamination if required by law or as a condition to the issuance or continuing effectiveness of any governmental approval which relates to the use of the Premises and any improvements or any part thereof. Tenant shall further be solely responsible for, and shall defend, indemnify and hold District and its agents harmless from and against, all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with any investigation and remediation required hereunder to return the Premises and any improvements to full compliance with all Hazardous Materials Laws.

29.7 Notice. District and Tenant shall each give written notice to the other as soon as reasonably practicable of (i) any communication received from any governmental authority concerning Hazardous Materials which relates to the School Site and any improvements, and (ii) any contamination of the School Site and any improvements by Hazardous Materials which constitutes a violation of any Hazardous Materials Law. Tenant and any subtenants may use small quantities of household chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct their business on the Premises and such other Hazardous Materials as are necessary for the operation of their respective businesses of which District receives notice prior to such Hazardous Materials being brought onto the Premises and to which District consents in writing. As a condition to its consent, District may require from Tenant or any subtenant additional security and/or indemnification against potential claims or losses resulting from the presence or use of such Hazardous Materials at or on the Premises. At any time during the Term, Tenant shall, within thirty (30) days after written request therefore received from District, disclose in writing all Hazardous Materials that are being used by Tenant or subtenants on the Premises, the nature of the use, and the manner of storage and disposal.
29.8 Monitoring Wells. In the event that District has reason to believe that Hazardous Materials may be present on the School Site, District may require that testing wells be installed on the School Site, at locations determined by District, and may cause the ground water to be tested to detect the presence of Hazardous Materials by the use of such tests as are then customarily used for such purposes. Tenant shall comply promptly with any such request.

29.9 Survival. The obligations of Tenant under this Section shall survive the expiration or earlier termination of this Lease. The rights and obligations of District and Tenant with respect to issues relating to Hazardous Materials are exclusively established by this Section. In the event of any inconsistency between any part of this Lease and this Section, the terms of this Section shall control.

29.10 Release or Spill Caused by Tenant. In the event that Tenant causes any Hazardous Materials to be released, spilled or otherwise exposed through its use and occupancy of the Premises, such as but not limited to remodeling or other construction, Tenant shall be solely responsible for all costs associated with the proper handling, testing, mitigation, remediation and disposal of the Hazardous Materials and all related cleanup.

30. ASBESTOS.

District represents that the Premises complies with State of California requirements regarding asbestos mitigation, and the District agrees to be responsible for future mitigation, if any, as required by the State of California regarding requirements relating to asbestos in the buildings except in the event Tenant causes a release of asbestos in which Case the cost of mitigation shall be covered by Tenant.

31. CODE COMPLIANCE.

During the Term of this Lease, Tenant, at its sole cost and expense, shall promptly comply with all requirements of all federal, state and municipal governments, agencies, courts, commissions, boards, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the School Site. Notwithstanding any provisions to the contrary contained in this Lease, in the event the City of Sacramento or Sacramento County or any agency or department of either requires that the buildings on the School Site be brought up to building code, regulation or other standard, the parties shall negotiate with each other as to who shall pay for the cost of such work and other related issues. If the Parties are unable to reach agreement, either party may terminate this Lease on sixty (60) days notice. In the event the City of Sacramento, or Sacramento County, or any other public agency with jurisdiction over the health and safety of the School Site, requires testing of the Premises, the Tenant shall cooperate with the District to permit such testing to take place.

32. PARKING.

Tenant shall have non-exclusive use of any parking lot located on the School Site. Tenant shall not abandon any inoperative vehicles or equipment or allow any unauthorized overnight parking on any portion of the School Site. Tenant agrees to keep the parking area in good order.
33. ENTIRE AGREEMENT.

This Lease constitutes the entire understanding between the Parties hereto and no addition to or modification of, any term or provision of this Lease shall be effective until set forth in writing signed by both District and Tenant. No prior agreements or understanding pertaining to this Lease shall be effective for any purpose.

34. COOPERATION WITH OTHER OCCUPANTS OF THE PROPERTY.

It is understood and recognized by Tenant that the School Site may be used by other parties, including District, and Tenant shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security measures.

35. JURISDICTION AND VENUE.

This Lease has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease shall be determined and governed by the laws of the State of California. To the fullest extent permitted by California law, the county in which the School Site is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Lease.

IN WITNESS WHEREOF, District and Tenant have executed this Lease, through their respective officers or representatives, duly authorized, as of the day and year shown below.

District:
San Juan Unified School District, a California public school district

By: Kent Kern
Name: Kent Kern
Title: Assistant Superintendent
Date: 11/20/2013

Tenant:
AIM HIGHER INC.

By: [Signature]
Name: Allan Ojego
Title: Dir. of Operations
Date: 11/20/13

Attachments:
Exhibit “A” School Site
Exhibit “B” Premises

Approved as to Form:

Linda Simlick, General Counsel
San Juan Unified School District

SEE ATTACHED COUNTERPART(S)
Approved and ratified this 25th day of March, 2014 by the Board of Education of the San Juan Unified School District by the following vote:

AYES: Luftgen, Costa, Hernandez, Paulo, Masuoka

NOES: 0

Abstentions: 0

By: Lucinda Luftgen
President, Lucinda Luftgen

ATTEST:

Kent Ken
Superintendent,
Orange Grove

Address: 4640 Orange Grove
Sacramento, CA 95841

School Number: 138

Initial Construction Completion Date: 1956
Total Sq. Ft. of Floor Space: 24,397
Acres: 11.23

EXHIBIT A - SCHOOL SITE

Drawing Updated: 09/05/13
Date Printed: 09/05/13
Drawn By: Engineering Archives
FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT
AND
UCP OF SACRAMENTO AND NORTHERN CALIFORNIA

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT (“First Amendment”) is made and entered into this __ day of ________, 2019 (“Effective Date”), by and between the San Juan Unified School District, a California public school district, (“District”); and UCP of Sacramento and Northern California, a California nonprofit corporation (“Tenant”) (collectively, the “Parties”) as follows:

RECITALS

WHEREAS, District is the owner of real property generally known as the Orange Grove School site, located at 4640 Orange Grove, Sacramento, California 95841 (the “School Site”);

WHEREAS, on July 1, 2014, District and Tenant entered into a Lease Agreement (“Lease”), attached hereto as Exhibit A, under which the District agreed to lease rooms A-5, F-4, K-1, and K-2 (“Premises”) of the School Site, in exchange for payment of annual base rent in the amount of $93,919.74;

WHEREAS, as of the Effective Date, District agrees to extend the Term of the Lease and increase annual rent to the amount of $99,554.92;

WHEREAS, as of the Effective Date, this First Amendment modifies and amends the Lease and supersedes any inconsistent provisions of the Lease with respect to matters covered by this First Amendment.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and incorporated herein to this First Amendment.

2. Term. Section 2.1 of the Lease, “Initial Term”, shall be deleted and replaced in its entirety with the following: “The Term of the Lease shall commence on July 1, 2019 and shall be for one year, with an option to renew as provided for in Section 2.2.”

Section 2.2 of the Lease, “Renewal Terms”, shall be amended to state: “At District’s absolute and sole discretion, the Initial Term of this Lease may be extended on mutually agreed upon terms and conditions beyond the term described in section 2.1 for four (4) additional one (1) year terms (“Renewal Terms,” together with the Initial Term, the “Term”). Tenant shall give the District at least ninety (90) days’ advance written notice of its intent to renew.”

Section 2.3 of the Lease, “Termination for District Use”, shall be amended to state that District shall give the Tenant at least ninety (90) days’ advance written notice of
3. **Use of School Site.** Section 3.2 of the Lease, “Compliance with the Law”, shall be amended to replace the term “Charter School” with “Adult Day Program.”

4. **Rent.** Section 4.1, “Rent”, shall be amended to state that Tenant shall pay total base rent in the amount of $99,554.92 annually, which shall be payable in twelve (12) equal monthly installments of $8,296.24 per month.

   Section 4.4, “Rent Adjustment to Market Rate”, shall be deleted in its entirety.

5. **Ratification.** District and Tenant hereby agree that, except as modified in this First Amendment, the Lease and all exhibits thereto are ratified, affirmed and remain in full force and effect and are incorporated herein by this reference. In the event of any conflict between the terms of this First Amendment and the terms of the Lease and the exhibits thereto, the terms of this First Amendment shall control.

6. **Counterparts.** This First Amendment may be executed in multiple counterparts and by facsimile, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

7. **Warranty of Authority.** By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this First Amendment on behalf of the party on whose behalf he or she is signing.
IN WITNESS WHEREOF, this First Amendment to Lease Agreement has been duly executed by the above-named parties on the day and year first above-written.

LESSOR:       TENANT:
San Juan Unified School District   UCP of Sacramento and Northern California

By: _______________________________  By:________________________________
Frank Camarda     Name:______________________________
Title: Assistant Superintendent Operations, Facilities, and Transportation

Date: _____________________________  Date: _______________________________
LEASE AGREEMENT

Between

SAN JUAN UNIFIED SCHOOL DISTRICT

And

UNITED CEREBRAL PALSY ASSOCIATION OF GREATER SACRAMENTO, INC.

Dated

July 1, 2015
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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and effective July 1, 2015, by and between the San Juan Unified School District, a California public school district, (“District”); and United Cerebral Palsy Association of Greater Sacramento, Inc., a California nonprofit corporation (“Tenant,” and collectively with District the “Parties).

RECITALS:

WHEREAS, District owns that real property constituting the Orange Grove School site, located at 4640 Orange Grove, Sacramento, California 95841, which is further described on Exhibit “A” attached hereto (“School Site”);

WHEREAS, District has determined that the School Site is surplus to the District's educational needs pursuant to the California Education Code section 17385 et seq.;

WHEREAS, District has complied with the requirements for leasing real property as set forth in the Education Code, including but not limited to Education Code section 17455 et seq.;

WHEREAS, District desires to execute this Lease to clarify the rights and responsibilities of the Parties;

WHEREAS, Tenant provides an Adult Day Program and desires to lease the School Site from District;

WHEREAS, District intends to continue to permit the use of the fields on the School Site by members of the community and by organizations on a facility use permit basis; and

WHEREAS, District desires to lease the School buildings on the School Site to the Tenant upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Tenant agree as follows:

1. LEASE OF SCHOOL SITE.

District leases to Tenant and Tenant leases from District and Tenant is hereby granted exclusive use of that the portion of the School Site consisting of the buildings, all improvements located thereon, and the immediately contiguous common areas (“Premises”), and non-exclusive use of the remainder of the School Site, consisting of the multi-purpose room and kitchen, students and staff bathrooms, the office area and staff room, the parking lots, playground and playing fields thereon, all as shown in on Exhibit “A” attached hereto.

2. TERM.

2.1 Initial Term. The term of this Lease shall be for four (4) years. The commencement date shall be July 1, 2015 (“Commencement Date”), and unless sooner...
terminated under any provision hereof, this Lease shall end on June 30, 2019 (“Initial Term”).

2.2 Renewal Terms. At District's absolute and sole discretion, the Initial Term of this Lease may be extended on mutually agreed upon terms and conditions beyond the term described in section 2.1 for two (2) additional five (5) year terms (“Renewal Terms,” together with the Initial Term, the “Term”).

2.3 Termination for District Use. Notwithstanding anything to the contrary in this Lease, District shall have the right to terminate the Lease at any time if the School Site is needed by the District for public school purposes, and the District shall give the Tenant at least thirty (30) days’ advance notice of such termination.

2.4 Termination by Tenant: The Tenant shall have the right to terminate the Lease if there is a loss of funding for the program(s) through the State of California, Department of Developmental Services, and the Tenant shall give the District at least twelve (12) months advance notice of such termination.

3. USE OF SCHOOL SITE.

3.1 Program. Tenant shall use the Premises solely for the purpose of providing adults with special needs a day program that supports their need to develop independent living skills and vocational skills (“Program”).

3.2 Compliance with Law. Tenant shall not use, or permit the Premises or any portion of the School Site to be used, in whole or in part during the Term of this Lease for any purpose or use that is in violation of any laws or ordinances applicable thereto. Tenant agrees to maintain the Premises and to conduct the Program in a manner that meets all federal, state and local regulations relating to the School Site, the Premises, and to the operation of the Program, and to comply with all federal, state and local laws, regulations, ordinances, and zoning and use restrictions now or hereafter enacted concerning the School Site, the use of the Premises, and/or the operation of the Program, and to maintain, upgrade and/or perform any and all necessary construction and improvements required by any changes in any applicable federal, state and local laws and regulations relating to the Premises, the School Site, and Tenant’s use thereof during the Term of the Lease. If any code upgrades, construction and/or improvements are required in order to comply with any federal, state and local laws, regulations and ordinances, zoning and use restrictions, foreseen or unforeseen, ordinary as well as extraordinary, now or hereafter enacted concerning the Tenant’s use of the School Site, the Tenant’s use of the Premises, and/or the Tenant’s operation of the adult day program, and if the useful life of those improvements substantially exceeds the Term of this Lease (i.e., by more than 6 mos.) then, within ten (10) business days after the giving of written notice by either party to the other, District and Tenant shall reach agreement concerning the sharing of the cost of the same. If such agreement cannot be reached, then either party shall have the right, upon thirty (30) days’ notice to the other in writing, to terminate this Lease, and upon such notice by either party, this Lease shall be considered immediately terminated, and null and void for all purposes. Tenant shall indemnify, defend, and hold District harmless from and against any and all loss, expense, damages, attorneys' fees and/or
liabilities arising out and/or related in any way to the failure of Tenant to comply with this provision of the Lease. Tenant and District have expressly discussed the fact that the Premises and School Site have not been inspected by a certified CASp inspector and that there is no report available from District concerning the compliance of the Premises and/or School Site with the Americans with Disabilities Act and/or any related California State or local laws, rules, regulations or ordinances (collectively “ADA”). As is set forth in Section 6.2, herein, Tenant takes the Premises and the School Site in its “AS-IS” condition, the District having made no representations or warranties with respect to the compliance with the same with the ADA. Tenant shall indemnify, defend, and hold District harmless from and against any and all loss, expense, damages, attorneys' fees and/or liabilities arising out and/or related in any way to the failure of Tenant to comply with the provisions of this Lease.

3.3 Permits and Approvals. The effectiveness of this Lease shall be subject to the Tenant obtaining and maintaining during the Term of the Lease any and all zoning, use permits or approvals which may be required in order for the Tenant to operate the Program on the School Site. If required, Tenant and all subtenants, if any are allowed by District, shall obtain any and all necessary use permits from the City and/or County of Sacramento for Tenant's use throughout the Term of this Lease.

3.4 Limitations on Use. Tenant shall not commit or suffer to be committed, any waste upon the School Site, or allow any sale by auction upon the School Site, or allow the School Site to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling within the Premises which, in the opinion of District, threaten the physical integrity of the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the School Site. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the School Site except in trash containers designated for that purpose. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are absolutely prohibited on the School Site. Tenant shall comply with the District-wide policy prohibiting the use of tobacco products on the School Site at all times, as well as any and all other District-wide use policies enacted subsequent to the effective date of this Lease restricting certain types of activities deemed unhealthy or unsafe for other school sites. Tenant shall not use, or permit the use of, the School Site for any purpose other than that specified in this section without the prior written consent of the District nor bring or keep anything therein that will in any way increase the existing rate of or affect any fire or other insurance upon the School site or its contents, or cause cancellation of any insurance policy covering the facilities on the Premises or any part thereof or any of its contents. Tenant shall not use or permit the use of the School Site or any part thereof for any purpose which is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility. During the Term of this Lease Tenant shall not use any portion of the School Site, including the Premises, for any type of activity whatsoever, that the District deems, and thereafter notifies Tenant in writing, presents an unreasonable risk of harm to the District’s students, personnel, the Tenant’s students, teachers, third party invitees or licensees, and/or members of the general public or to the buildings, improvements and/or other structures which Tenant is granted use of during the Term of this Lease.
3.5 Cooperation with Neighbors and Other Uses of the School Site. Tenant agrees to immediately respond to concerns expressed by neighbors or District relating to the use of the Premises and/or operation of the Program. Tenant shall not permit anything to be done in or about the School Site that will in any way obstruct or interfere with the other permitted users of the School Site, if any, or injure or annoy them. Tenant shall not have any right to sublet or authorize any third party use of the Premises. Any outside group wishing to use the Premises or any facilities thereon must go through the District’s use of facilities application process. In the event Tenant desires to use any of the shared space [if any] and including those common areas of the School Site with respect to which Tenant is granted non-exclusive use, Tenant shall work with other permitted users of the School Site to make such arrangements. There shall be no cost to the District involved in Tenant’s use of shared space. Tenant agrees to make a good faith effort to achieve a mutually agreeable and compatible policy concerning use of the shared space, including without limitation, bathroom facilities, with other users of the School Site.

3.6 Oversight of Subtenants, Licensees and Invitees. Tenant shall require all subtenants (if District consents to any sublease), licensees, and invitees to use the Premises and School Site only in conformance with the permitted uses under this Lease and with all applicable governmental laws, regulations, rules and ordinances.

3.7 Tenant Administration of the Program. Tenant represents that it is qualified to administer and operate the Program. Tenant shall be solely responsible for the administration and operation of the Program, including the hiring of all employees. Tenant shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with Tenant's activities on the School Site.

3.8 Fingerprinting by Tenant. If applicable, Tenant shall be responsible for ensuring compliance by its agents, employees, subtenants, volunteers, licensees and invitees with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. Verification of compliance with the applicable fingerprinting requirements shall be provided in writing to District prior to each individual's commencement of employment or participation in any activity of Tenant on the School Site and prior to permitting contact with program participants participating in any activity of Tenant.

3.9 Early Occupancy. [INTENTIONALLY OMITTED.]

4. RENT.

4.1 Rent. For and in consideration of the use of the Premises, Tenant agrees to pay the District rent in regular monthly as identified in Exhibit “B” attached hereto which includes the cost of utilities, including, but not limited to, water, sewerage fees, storm water, gas, light, heat, trash and garbage collection and recycling. Telephone, data and cable access are not included. Tenant may, at its option and subject to approval from the District, obtain its own internet service provider and telephone service. Tenant shall also pay for all other services supplied to or consumed on the Premises, including, but not limited to, janitorial and custodial services, and shall pay all taxes and surcharges on all
utilities and services. Costs for janitorial and custodial services are included with the fees identified in Exhibit B. Notwithstanding the foregoing, the District will provide Tenant with a pro rata share of one part-time equivalent custodian Monday through Friday from 11:00 a.m. to 4:00 p.m., excluding District holidays, i.e., Labor Day, Veterans’ Day, Thanksgiving Day and the following day, Christmas Day (Observed) to and including New Year’s Day (Observed), Martin Luther King, Jr. Day, Presidents’ Day (Observed), Lincoln’s Day (Observed), a Local Holiday to be determined by the District Board of Directors and with respect to which Tenant shall receive annual notification at the commencement of each Lease year, and Memorial Day. The District will provide additional custodial services to Tenant at the District’s then current rate and Tenant is responsible to pay one hundred percent (100%) of the charges. In the event Tenant’s access to the District’s technology infrastructure causes the District to incur additional costs or charges, such additional costs or charges shall be billed to Tenant. Such access shall not include access to District’s technology programs, networks or servers. Tenant shall pay District all amounts due within thirty (30) days of receiving an invoice and/or billings from the District. All of the foregoing payable by Tenant shall constitute the “Rent.”

4.2 Timing of Payment. Upon its execution of this Lease Tenant shall pay District prorated Rent for the first month, based upon a thirty (30) day month. Thereafter, Tenant shall pay Rent to the District in advance and Rent shall be due on the first day of each month during the Term of this Lease and until its expiration or termination without deduction, setoff, prior notice or demand. If the District provides Tenant any utilities or services, Tenant shall pay the cost of those utilities and services within fifteen (15) days of the end of each month.

4.3 Rent Adjustment. Rent shall be adjusted annually in an additional amount of 3% in each of the three subsequent years to the initial year. Adjustments will be made based on the calculation model provided in Exhibit B.

4.4 Rent Adjustment to Market Rate (not applicable)

4.5 Late Charges. Tenant acknowledges that late payment by Tenant to District of the Rent and other sums due hereunder will cause District to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative costs, overhead, processing and accounting charges. Accordingly, if District does not receive any installment of Rent or any other sums due as Rent from Tenant by 4:00 p.m. within ten (10) days after that amount is due as provided in Section 4.2 of this Lease, Tenant shall pay to District, as additional rent, a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Tenant. Acceptance of such late charge by District shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent District from exercising any of its other rights and remedies granted hereunder.

4.6 Additional Rent. Any real property taxes, use taxes, late charges, costs and/or other expenses which accrue during the term of this Lease in connection with the Premises and School Site (to the extent of Tenant’s proportional share of use of the
same), together with all interest and penalties that may accrue thereon in the event of
Tenant's failure to pay such amounts, and all damages, costs, and attorneys' fees and
expenses which District may incur by reason of any default of Tenant or failure on
Tenant's part to comply with the terms of this Lease, shall be paid by the Tenant in the
form of additional rent (“Additional Rent”) under this Lease and, in the event of
nonpayment by Tenant, District shall have all of the rights and remedies with respect
thereto as District has for the nonpayment of the Rent.

5. SECURITY DEPOSIT.

5.1 Amount of Security Deposit. Upon execution of this Lease, Tenant shall deposit
with District seven thousand five hundred dollars ($7,500.00) hereafter referred to as
“Security Deposit.”

5.2 Uses of Security Deposit. The Security Deposit shall secure the timely, full and
faithful performance by Tenant of each term, covenant and condition of this Lease. If at
any time Tenant shall fail to make any payment or fail to keep or perform any term,
covenant or condition on its part to be made or performed or kept under this Lease,
without waiving or releasing Tenant from any obligation under this Lease, District may,
but shall not be obligated to use, apply or retain the whole or any part of the Security
Deposit: (a) to the extent of any sum due to District; (b) to make any required payment on
Tenant's behalf; and/or (c) to compensate District for any loss, damage, attorneys' fees or
expense sustained by District due to Tenant's default, it being expressly understood that
the Security Deposit shall not be considered an advance payment of Rent or a measure of
District’s damages in case of default by Tenant. In such event, Tenant shall, within five
(5) days of written demand by District, remit to District sufficient funds to restore the
Security Deposit to its original sum. No interest shall accrue on the Security Deposit.
District shall not be deemed a trustee of the Security Deposit, and may commingle the
Security Deposit with its other funds. Should Tenant comply with all the terms,
covenants, and conditions of this Lease and at the end of the term of this Lease leave the
School Site in the condition required by this Lease, then the Security Deposit, less any
sums owing to District, shall be returned to Tenant within thirty (30) days after the
expiration or earlier termination of this Lease and vacancy of the School Site by Tenant.

5.3 Impermissible Use of Security Deposit. Tenant may not apply the Security
Deposit as an offset to or a credit against any Rent, Additional Rent and/or other amounts
due under this Lease. If District sells or assigns the Lease or the leased Premises, District
shall have the right to transfer the Security Deposit to the new owner or assignee of this
Lease, and upon so doing District shall be released from all liability to Tenant for return
of the Security Deposit.

6. DELIVERY AND CONDITION OF SCHOOL SITE.

6.1 Delivery. District shall deliver to Tenant on the Commencement Date actual and
exclusive possession of the Premises, free and clear of all tenancies and occupancies. If
for any reason District cannot deliver possession of the Premises to Tenant on the
Commencement Date, District shall not be subject to any liability therefore except as
described in this section, nor shall District's failure to deliver the Premises affect the
validity of this Lease or the obligations of Tenant hereunder or extend the term hereof,
but in such case, Tenant shall not be obligated to pay any Rent hereunder until possession
of the Premises is tendered to Tenant. If for any reason District is unable to deliver
possession of the Premises within four (4) months after the Commencement Date then
this Lease shall terminate, and all obligations hereunder shall become null & void.

6.2 Condition of Premises. The Premises is leased to Tenant on an “AS IS” basis.
District shall not be required to make or construct any alterations including structural
changes, code upgrades, additions or improvements to the Premises. By its entry upon
and taking possession of the Premises pursuant to this Lease, Tenant accepts the Premises
in “AS IS” condition and waives any and all claims against the District stemming from or
related in any way to the condition of the Premises. Tenant acknowledges that, except as
set forth herein, neither the District nor District's agents have made any representation or
warranty as to the suitability of the Premises to the conduct of Tenant's business or
Program. Concerning ADA improvements (including, but not limited to, signage, access,
path of travel improvements, etc.) District and Tenant have specifically discussed the
importance of Tenant’s accepting the Premises and School Site (to the extent of Tenant's
proportionate use of the same) in its “AS-IS” condition and Tenant’s accepting financial
responsibility for making any repairs, necessary improvements, code upgrades and/or
performing any construction necessary to comply with ADA. Any agreements,
 warranties or representations not expressly contained in this Lease are of no force and
effect, and shall in no way bind either District or Tenant, and Tenant expressly waives all
claims for damages by reason of any statement, representation, warranty, promise or
agreement, if any, not contained in this Lease.

6.3 District Furnishings and Equipment. The Premises and any furnishings and
equipment provided to Tenant by District shall remain the property of the District. At the
time Tenant takes possession of the Premises, the District shall have conducted an
inventory of its furnishings and equipment and any other District property on the
Premises and District shall provide Tenant with a copy of said inventory prior to Tenant’s
occupancy of the Premises. If any furnishings and/or equipment is provided to the
Tenant by the District during the term of this Agreement, said additional furnishings and
equipment shall be added to the District’s inventory and shall remain the property of the
District. A copy of said Inventory is attached hereto as Exhibit “C.”

7. TAXES AND ASSESSMENTS.
Tenant shall pay before delinquency any and all taxes, assessments, levies, possessory
interest taxes, and other charges and governmental fees, general and special, ordinary and
extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever,
including, but not limited to assessments for public improvements or benefits, which
during the Term of this Lease are assessed, levied, or imposed upon or become due and
payable and a lien upon or represent an escape assessment from (i) the Premises and/or
any improvements situated thereon or any part thereof or any personal property,
equipment or other facility used in the operation thereof; or (ii) the rent or income
received from subtenants or licensees; or (iii) any use or occupancy of the Premises and
of any rights, obligations, easements and franchises as may now or hereafter be appurtenant to the use thereof; or any interest and/or right of use Tenant has under the Lease (collectively “Taxes and Assessments”). Notwithstanding the foregoing, in the case of any special assessment levied upon the School Site, or any part thereof, during the Term of this Lease, Tenant shall be obligated to pay in full at the inception (or provide District sufficient funds which, together with the accrual of investment yield thereon, shall be sufficient to pay to maturity all installments) the amount of any such special assessment. Nothing in this Section shall limit District's right to recover, as Additional Rent, Taxes and Assessments payable after termination of this Lease for any amounts due and payable by Tenant during the Term of this Lease. The provisions of this Section shall survive the expiration or earlier termination of this Lease; provided, however, that nothing herein shall obligate Tenant to pay Taxes and Assessments which are both (i) imposed upon the Premises subsequent to the termination of this Lease and (ii) applicable to a period or periods subsequent to the termination of this Lease.

8. **INDEMNIFICATION.**

8.1 Tenant Indemnification. Tenant agrees to indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees and agents from and against any and all claims, causes of action, demands, suits, damages, losses, judgments, obligations, costs, and/or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees and costs), on account of, or arising out of, any injury to or death of any person, and/or any damage to or destruction of any property occurring in, on or about the School Site (including the Premises) arising out of 1) Tenant’s use or occupancy of the School Site (including the Premises), any Program activities, and/or from any activity, work or other acts performed and/or permitted by Tenant in or about the Premises, the School Site, and all areas appurtenant thereto after District delivers possession (including any early possession allowed under Section 3.9 of this Lease) of the Premises to Tenant, 2) the operation, condition, use or occupancy of the Premises and all areas appurtenant thereto, 3) any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease, and/or 4) from the conduct of Tenant’s operations of the its Program activities, or from any activity, work, or other things done, permitted or suffered by Tenant in relation thereto in or about the School Site (including the Premises). This Lease is made on the express condition that District shall not be liable for, or suffer loss by reason of, injury to or death of any person or any damage or destruction of property, from whatever cause in any way connected with Tenant’s operation, condition, use or occupancy of the School Site specifically including, without limitation, any liability for injury, death or damage to the person or property of the Tenant, its agents, officers, employees, licensees and invitees. Tenant’s duty to hold harmless, indemnify and defend District under this Lease shall also extend to any claims (regardless of any whether or not suit has been filed) against District for ADA violations arising during the term of Tenant’s Lease and/or connected in any way with Tenant’s use, operations and/or the condition of the Premises and School Site during the term of this Lease.

8.2 Tenant’s Duties in the Event of Suit. If any action or proceeding is brought against District by reason of any claim for which Tenant has a duty to indemnify the
District under this Lease, generally, and/or Section 8.1, specifically, (and regardless of whether a claim is filed as a civil suit in a court of law), Tenant, upon receipt of notice from District, shall defend the District at Tenant’s expense. Tenant shall give prompt written notice to District’s Risk Manager in case of casualty or accidents in or on the Premises, and any claims with respect to which Tenant has a duty to indemnify District.

8.3 District Indemnification. District shall hold harmless, defend and indemnify Tenant from any claims, damages or expenses, including reasonable attorneys' fees, arising out of or relating to or in any way connected to District's active negligence or willful misconduct in connection with the performance of any of its duties under this Lease. This indemnification shall not apply in those instances where Tenant had actual knowledge and failed to inform District of a potential or actual hazardous condition of the Premises.

8.4 Costs to Enforce Indemnification. In connection with any disputes concerning enforcement of the rights of indemnification provided for herein, the prevailing party in any legal action to enforce such rights shall be entitled to its, his or her attorneys’ fees and costs.

9. INSURANCE.

9.1. Tenant agrees to carry the following insurance coverages and types:

9.1.1 Workers' Compensation Insurance in statutory amounts;

9.1.2 Employer's Liability Insurance in the amount of $1,000,000.00 per person for each accident, or disease;

9.1.3 Commercial General Liability Insurance of not less than $1,000,000.00 per occurrence, with a $2,000,000.00 aggregate limit, together with a Commercial Umbrella or Excess Liability providing coverage in excess of the Commercial General Liability Insurance for limits of not less than $4,000,000.00 per occurrence/aggregate. The fire legal liability limit shall be not less than $1,000,000.00. This policy shall contain a Contractual Liability Endorsement. This policy shall also include an Additional Insured Endorsement naming the District as an Additional Insured. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds, including the District, and Tenant expressly agrees to waive any such rights of subrogation under the terms of this Lease. Any deductible/self-insured retention in excess of $5,000.00 per occurrence requires District's written consent.

9.1.4 Commercial Property Insurance including special form perils endorsement insuring the Premises, including plate glass, in the full replacement value, without deduction for depreciation. This policy shall have an Agreed Value Endorsement. This insurance must include all improvements and betterments, and all signs, goods, fixtures, furnishings, equipment, furniture, wall coverings, floor coverings, and other personal property. Tenant shall insure for water damage from all causes and including, but not limited to, sprinkler damage, sewer discharge or backup, water line breakage, and overflow. District shall be named as a loss payee with respect to the coverage for Tenant's improvements. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds, including the District, and Tenant expressly agrees to waive any such
rights of subrogation under the terms of this Lease. The deductible/self-insured retention shall not exceed $5,000.00 per occurrence without District's written consent.

9.1.5 Loss of Business Income Insurance, including Extra Expense and Contingent Business income coverage. The insurance limits for this insurance shall be based upon a minimum of twelve (12) months business income with a 60-day extended period of indemnity endorsement.

9.1.6 Boiler and Machinery insurance, including theft and mechanical breakdown, covering rooftop HVAC units and any separate heating units or boilers which serve only the Premises. Such coverage shall be for the full replacement value of the units without deduction for depreciation.

9.1.7 Automobile liability coverage, including owned, non-owned and hired automobiles, with limits of not less than $1,000,000.00 combined single limit for bodily injury and property damage.

9.2. District and Tenant each hereby waives any and all rights of recovery against the other, its officers, members, agents and employees, occurring on or arising out of the use and occupation of the Premises to the extent such loss or damage is covered by proceeds received from insurance required under this Lease to be carried by the other party. This waiver of subrogation provision shall be limited to (i) loss or damage to the property of District and Tenant, and (ii) the officers, members, agents and employees of District and Tenant. District and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys’ fees, resulting from the failure to obtain such waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation to an insurance company, District and Tenant agree immediately to give to each insurance company providing a policy described in Section 9 of this Lease (including policies of Tenant’s contractors and subcontractors), written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers. If Tenant is permitted to self-insure for any of the insurance coverages required to be provided, Tenant hereby waives against District, its employees and agents, and against the Additional Insureds if not included above, all claims, including any and all rights of subrogation which may exist, for all losses and damages no matter how caused, which were or could have been insured for under any policy of insurance required to be obtained by Tenant. This waiver of liability and waiver of subrogation expressly includes any cause of loss due to the sole or concurrent negligence of the District and any Additional Insured.

9.3. Upon execution of this Lease by the Parties, Tenant shall provide a Certificate (or Certificates) of Insurance to District evidencing all of the required coverages and Endorsements prior to taking possession (including any early possession) of the Premises and School Site. The Certificate(s) of Insurance must remain current (or be replaced with a current Certificate) at all times during the period of Tenant's tenancy. All policies of insurance must be written by insurance carriers licensed to do business in the State of
California and have an A.M. Best's rating of not less than A.X. All Tenant's liability policies shall be endorsed to be primary and non-contributory to policies of the District and the Additional Insureds, and shall contain either a cross-liability endorsement or separation of insureds provision which permits the limits of liability under Tenant's policies to apply separately to each Additional Insured. Each policy shall contain a provision that the insurance company shall give all Additional Insureds 60 days’ written notice in advance of any cancellation, modification, lapse, reduction in amount of coverage or any other adverse change to the policy or insurer.

9.4. The Additional Insureds who shall be named on Tenant's policies shall include the District, and any mortgagee or beneficiary of any part of the School Site and their respective agents, officers and employees.

9.5. If in District's reasonable judgment there is a need for additional or different types of insurance, Tenant shall obtain such insurance coverage upon District's request and at Tenant's sole expense. District shall have the right, at its option, to maintain all or some of the insurance required to be maintained by Tenant on the Premises and School Site. In such case Tenant shall pay to District, as Additional Rent and within five (5) days after receipt of a statement therefor, that portion of the premiums of such insurance allocable to Tenant as reasonably determined by District.

9.6. District shall evaluate and review the types of coverage, the coverages and amounts of the insurance required pursuant to this Section 9 on a periodic basis, and shall take into account all relevant factors, including, without limitation, the then prevailing practices among school districts, as well as trends in the risk management, current insurance industry and tort litigation and law, inflation, etc. The coverages and amounts of such insurance shall then be adjusted in accordance with such review and evaluation (but in no event shall such coverages or amounts be adjusted downward).

10. MAINTENANCE AND REPAIRS.

10.1 District Duty to Maintain. District shall repair and maintain the Premises and all improvements thereto in good condition consistent with the condition of the Premises existing at the time of delivery possession under this Lease as of the Commencement Date, in accordance with applicable provisions of the Education Code, the implementing regulations and the District’s policies and/or practices.

10.2 District Maintenance of Structure. District makes no representations or warranties regarding any of the structures and/or buildings as they exist, but subject to the provisions of Section 6.2, District agrees that if the structural elements of any of the buildings are substantially damaged or destroyed, and if such structural damage or destruction is through no fault or negligence of Tenant, then District may, at its election, repair the damage in such a manner so as to return the structure or buildings back to a condition similar to that which exists at the time Tenant takes possession of the Premises, as determined by the District in its sole discretion, or, in the alternative, District may terminate this Lease. If District elects not to perform a Material Repair (consisting of repair work estimated to cost the District more than twenty five percent (25%) of the fair
market value of the Premises), then Tenant may elect to remain in possession of the Premises and shall continue to pay the stipulated Rent unless changed by mutual agreement of the Parties, or Tenant may elect to terminate this Lease. Except as set forth herein, District shall be responsible for payment of any maintenance and repair costs associated with the structural elements of the building.

10.3 Tenant Interior Maintenance. During the Term of this Lease District shall not be required to maintain, repair or replace any of the interior spaces, or improvements within the Premises, including the interior surfaces of the exterior walls. If District performs maintenance or repair work that is not District's obligation to perform under the Lease, Tenant shall reimburse District, as Additional Rent, within fifteen (15) days after receipt of copies of the applicable invoices or documentation supporting the work, for the cost of such maintenance and repairs which are the obligation of Tenant hereunder; and Tenant shall immediately reimburse District for the cost of said repairs. If repair of the structural elements of the building or buildings on the Premises are required because of the negligence or willful misconduct of Tenant or its Program attendees, employees, agents, or invitees, in such event the cost of any and all necessary repairs or replacements shall be charged to Tenant as Additional Rent.

10.4 Definition of Structural Elements. As used in this Lease, the term “structural elements of the building” are defined as and shall be limited to the foundation, footings, floor slab but not floor covering, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered “structural elements of the building” excluding, however, those repairs and maintenance items which can be completed without wall or floor removal in which case these repairs shall be the responsibility of the Tenant.

10.5 Scope of Interior Maintenance. Except as expressly provided above, District shall maintain and repair the Premises including the windows, skylights, doors and all door hardware, the walls and partitions, ceilings and all other surfaces visible to public or Tenant and the electrical, plumbing, lighting, heating, ventilating and air conditioning systems in a condition similar to that which exists at the time Tenant takes possession of them in accordance with applicable provisions of the Education Code, the implementing regulations and the District’s policies and/or practices. The term “maintain and repair” shall include routine, regular or necessary maintenance. Necessary maintenance is inclusive of landscape maintenance.

10.6 Waiver of Statutes. Except as set forth herein, District shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this Section. Tenant hereby expressly waives the provisions of Subsection 1 of Section 1932 and Sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in Section 1942 of said Civil Code.

11. ALTERATIONS AND IMPROVEMENTS.

11.1 Tenant Alterations. With prior written approval of the District, Tenant may, at its sole cost and expense, construct or cause to be constructed on the Premises those improvements which Tenant deems necessary to the operation of its Program provided
such improvements are subject to local site, zoning, and design review and any and all other required approvals and provided District has approved all such construction of improvements.

11.2 Requirements. All alterations, additions, and/or improvements to the facility must be made in compliance with applicable provisions of the Education Code, the applicable regulations, the ADA, the Fair Employment and Housing Act (“FEHA”), applicable building code standards, other applicable state and federal statutes, local ordinances, and the District’s policies, practices, standards and procedures. In regards to any improvements constructed on the Premises consistent with the provisions of this Lease, Tenant shall, prior to construction, repair, renovation or demolition of any improvements on the Premises School Site, obtain the prior written consent of District thereto and to the final plans, specifications, and schedule for completion thereof. Tenant shall also, prior to construction of any improvements, obtain written approval from District and the Division of the State Architect (“DSA”) for the improvements and their related costs. Said approval or disapproval must be expressly made by District in writing. Tenant agrees to deliver DSA's written approval to District within 10 days after Tenant's receipt. Tenant agrees not to proceed with any construction of improvements until Tenant has obtained District's and DSA's written approvals. District and Tenant recognize that such approvals may be completed in phases, such that Tenant initially requests conceptual approval and, if approved by District, then proceeds to draw the plans and specifications. District shall respond to Tenant with said approval or disapproval within forty-five (45) days after District receives a written request with architectural plans and drawings from Tenant. District's approval shall be at District's sole and absolute discretion, and District may withhold or disapprove of such improvements without reason. As a condition of its approval, District may require that Tenant agree to remove certain improvements and restore the Premises to its original condition upon expiration or earlier termination of this Lease, and/or provide District with adequate security for such removal. All work done shall comply with prevailing wage rates and other conditions established by the California Department of Industrial Relations.

11.3 Tenant Assurances. Not less than fifteen (15) days prior to the construction, repair, renovation or demolition of any improvements on the Premises, Tenant shall provide District with information regarding the contractor's financial condition and evidence to District's satisfaction that adequate funds to complete the improvements are committed and available or that completion has been otherwise adequately assured. Such assurances may include, in District's discretion, a bond or completion guarantee. No construction shall commence until District has given Tenant written acceptance of such assurances.

11.4 Notice of Non-Responsibility. Tenant shall give District fifteen (15) days prior written notice before commencing any work on the Premises so that District may post such notices of non-responsibility with respect thereto as District may deem appropriate.

11.5 Permits and Insurance. Not less than fifteen (15) days prior to the construction, major repair, renovation or demolition of any improvements on the School Site, Tenant shall provide District with sufficient evidence that it has obtained all required approvals and permits for the work and that Tenant or Tenant's contractor(s) has in effect, with
premiums paid, adequate casualty and liability insurance (including builder's risk) coverage and workers compensation that is satisfactory to District in its sole discretion.

11.6 Performance of Alterations. Upon commencement of construction of any improvements, Tenant shall cause the work to be diligently pursued to completion in accordance with the schedule for completion approved by District, subject to unavoidable delays caused by weather, supply shortages, strikes or acts of God. All work on improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws and building codes, in conformance with the plans and specifications approved by District and DSA, if applicable, or any modifications thereto which have been approved in writing by District. If an improvement project requires the use of DSA-approved Inspector services, Tenant shall reimburse District for the costs related to said services.

11.7 Inspection of Work. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed on the Premises to enter the Premises and to inspect the work provided that such entries and inspections do not unreasonably interfere with the progress of the construction. Tenant shall require its contractors who construct improvements on the Premises to reasonably cooperate with District and/or its employees and/or agent in such inspections.

11.8 As Built Plans. Within ninety (90) days after completion of construction of any work of improvement on the Premises, Tenant shall deliver to District two (2) full and complete sets of as-built plans for the work so completed.

11.9 Removal of Alterations. Upon the expiration or sooner termination of the Agreement, Tenant shall, upon written demand by District, at Tenant’s sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by District to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

11.10 District Changes and Repairs to Premises. Subject to the conditions listed below, District reserves the right from time to time:

11.10.1 To install, maintain, repair, and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the School Site above the ceiling surfaces, below the floor surfaces, within the walls and central core areas, and to relocate any pipes, ducts, conduits, wires, and appurtenant meters and equipment included in the Premises;

11.10.2 To use the common areas while engaged in making additional improvements, repairs or alterations to the School Site, or any portion thereof;

11.10.3 To erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, providing that the entrance to the Premises shall not be blocked thereby; and

11.10.4 To enter any part of the Premises to conduct maintenance and operations as outlined in this section.
Except in cases of emergency, the District’s rights identified in this Subsection must occur at a time previously and mutually agreed upon by the Parties so as to limit unnecessary interruptions to Tenant’s Program.

12. **CASUALTY DAMAGE.**

12.1 **Uninsured Peril.** In the event that any portion of the Premises is substantially destroyed or damaged by an uninsured peril, District or Tenant may, upon written notice to the other, given within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease; provided, however, that either party may, within thirty (30) days after receipt of notice, elect to make the required repairs and/or restoration at that party's sole cost and expense, in which event this Lease shall remain in full force and effect, and the party having made the election to restore or repair shall thereafter diligently proceed with the repairs and/or restoration.

12.2 **Insured Perils.** In the event the Premises is damaged or destroyed from any insured peril, District or Tenant may, upon written notice, given to the other within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease. If neither party gives notice in writing within this period, the Parties shall be deemed to have elected to rebuild or restore the Premises, in which event the responsible party shall, at its expense, promptly rebuild or restore the Premises to its condition prior to the damage or destruction.

12.3 **District Restoration.** In the event that, pursuant to the foregoing provisions, District determines that it shall rebuild or restore the School Site, District shall, within thirty (30) days after the occurrence of such damage or destruction, provide Tenant with written notice of the time required for such repair or restoration. If this period is longer than one hundred twenty (120) days from the issuance of a building permit, Tenant may, within thirty (30) days of receipt of District's notice, elect to terminate the Lease by giving written notice to District of this election, whereupon the Lease shall immediately terminate. The period of time for District to complete the repair or restoration shall be extended for delays caused by the fault or neglect of Tenant or because of acts of God, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, supplies or fuel, acts of contractors or subcontractors, or delays of contractors or subcontractors due to such causes or other contingencies beyond the control of District. District's obligation to repair or restore the Premises, if any, shall not include restoration of Tenant's trade fixtures, equipment, supplies, merchandise, or any improvements, alterations, or additions made by Tenant to the Premises.

13. **DEFAULT.**

13.1 **Events of Default.** A breach of this Lease shall exist if any of the following events (hereinafter referred to as “Event of Default”) shall occur:

13.1.1 Default in the payment when due of any installment of Rent, Additional Rent or other payment required to be made by Tenant hereunder, and the default shall not have been cured within ten (10) days after written notice from District;
13.1.2 Tenant's failure to perform any other term, covenant or condition contained in this Lease and the failure shall have continued for thirty (30) days after District gives written notice of such failure to Tenant; however, should Tenant’s default involve a serious risk to the safety of the students or an illegal use of the premises, such cure must occur immediately. In the event the District has notified Tenant of default on the same basis on two prior occasions, the period to cure shall be reduced to five (5) business days. On the fourth occasion of default, the District may dispense with a cure period and determine that Tenant is in material default and commence termination of this Agreement pursuant to Section 13.2.

13.1.3 The vacating or abandonment of the Premises by Tenant before the expiration of the Lease Term.

13.1.4 The failure by Tenant to utilize the premises for the sole purpose of operating the Program as authorized by this Lease and the terms and conditions set forth herein.

13.1.5 Revocation or non-renewal of Tenant’s licensing and/or operational credentials and/or permits;

13.1.6 Failure to keep in effect insurance as required herein.

13.1.7 The sequestration of, attachment of, or execution on, any substantial part of the property of Tenant or on any property essential to the conduct of Tenant's business, shall have occurred and Tenant shall have failed to obtain a return or release of the property within thirty (30) days thereafter, or prior to sale pursuant to such sequestration, attachment or levy, whichever is earlier;

13.1.8 The Tenant or any guarantor of Tenant's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts;

13.1.9 Any case, proceeding or other action against the Tenant or any guarantor of the Tenant's obligations hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and the case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (ii) remains undismissed for a period of forty-five (45) days;

13.1.10 The Tenant or any guarantor shall take any corporate action to authorize any of the actions set forth in subsections 13.1.8 or 13.1.9 above;

13.2 Remedies. Upon any Event of Default, District shall have the following remedies, in addition to all other rights and remedies provided by law, to which District may resort cumulatively, or in the alternative:

13.2.1 Recovery of Rent. District shall be entitled to keep this Lease in full force and effect (whether or not Tenant shall have abandoned the Premises) and to
enforce all of its rights and remedies under this Lease, including the right to recover Rent and other sums as they become due, plus interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum from the due date of each installment of Rent or other sum until paid.

13.2.2 Termination. District may terminate this Lease by giving Tenant written notice of termination. On the giving of the notice all of Tenant's rights in the Premises shall terminate. Upon the giving of the notice of termination, Tenant shall surrender and vacate the Premises in the condition required under this Lease, and District may re-enter and take possession of the Premises and all the remaining improvements or property and eject Tenant or any of Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this section shall not release Tenant from the payment of any sum then due District or from any claim for damages or rent previously accrued or then accruing against Tenant. In no event shall any one or more of the following actions by District constitute a termination of this Lease:

13.2.2.1 maintenance and preservation of the Premises;
13.2.2.2 efforts to relet the Premises;
13.2.2.3 appointment of a receiver in order to protect District's interest hereunder;
13.2.2.4 consent to any subletting of the Premises or assignment of this Lease by Tenant, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or,
13.2.2.5 any other action by District or District's agents intended to mitigate the adverse effects from any breach of this Lease by Tenant.

13.2.3 Damages. In the event this Lease is terminated, District shall be entitled to damages in the following sums:

13.2.3.1 the worth at the time of award of the unpaid Rent which has been earned at the time of termination; plus,
13.2.3.2 the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus,
13.2.3.3 the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and,
13.2.3.4 any other amount necessary to compensate District for all detriment proximately caused by Tenant's failure to perform Tenant's obligation under this Lease, or which in the ordinary course of business would be likely to result therefrom.
including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Premises; (ii) real estate broker's fees, reasonable advertising costs and other expenses of reletting the Premises; (iii) costs of carrying the Premises and insurance premiums thereon, utilities and security precautions; (iv) expenses in retaking possession of the Premises; (v) reasonable attorneys' fees and court costs; and, (vi) any unamortized real estate brokerage commission paid in connection with this Lease;

13.2.3.5 the “worth at the time of award” of the amounts referred to in Subsections (a) and (b) of this section, is computed by allowing interest at the rate of Bank of America's or its successor reference rate plus three percent (3%) per annum. The “worth at the time of award” of the amounts referred to in Subsection (c) of this section is computed by discounting such amount at the discount rate of the Federal Reserve Board of San Francisco at the time of award plus one percent (1%). The term “Rent” as used in this section shall include Additional Rent and all other sums required to be paid by Tenant to District pursuant to the terms of this Lease.

14. TENANT'S RESPONSIBILITY FOR PAYMENT OF CONSTRUCTION COSTS/MECHEANICS LIEN.

Tenant shall: (i) pay for all labor and services performed for, materials used by or furnished to Tenant or any contractor employed by Tenant with respect to the School Site; and, (ii) indemnify, defend and hold District and the School Site harmless and free from the perfection of any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, or materials used by or furnished to, Tenant or any contractor employed by Tenant with respect to the Premises; and, (iii) give notice to District in writing fifteen (15) days prior to employing any laborer or contractor to perform services related to, or receiving materials for use upon, the Premises; and, (iv) permit District to post a notice of nonresponsibility in accordance with the statutory requirements of California Civil Code Section 8444 or any amendment thereof. In the event Tenant is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include District as an additional obligee.

15. INSPECTION OF SCHOOL SITE.

15.1 Tenant shall exercise reasonable care in maintaining the security of keys to the facilities. All keys shall remain the property of the District, and shall be returned to the District at the end of the school year or as required by the Site Administrator. In the event additional keys need to be provided to Tenant, or the facility needs to be re-keyed or locks replaced or repaired because of some act of the Tenant and/or its personnel, including, but not limited to, theft or loss of any Facility key, Tenant shall be responsible
for the cost of such repair or replacement. Tenant may not re-key the Premises, and shall notify District of any breach of security that may necessitate a re-keying. Pursuant to District policy and before issuing keys for the premise, Tenant will comply with the District’s key control policy, including, but not limited to, submitting a written request for issuance of Facility keys to the Site Administrator and acknowledgment of receipt of such keys by annually completing and signing a form provided by the District which includes, among other things, the number of keys received, the key number, the building and room identification and the name(s) of the person or persons retaining physical custody of said Facility keys.

15.2 Tenant shall permit District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing District's maintenance and repair responsibilities, or posting a notice of nonresponsibility for alterations, additions, or repairs. In addition to the rights granted to District under Section 11 to inspect improvements under construction on the Premises, District and its authorized agents and representatives shall have the right throughout the Term of this Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises or exhibiting them to prospective lessees, occupants, purchasers or mortgagees. At any time within eighteen (18) months prior to the expiration of the Term of this Lease, District, for the purpose of showing the School Site to prospective tenants / bidders may place upon the School Site “For Lease” or “For Sale” signs, provided said signs shall not suggest that Tenant's business is for sale.

16. HOLDING OVER.

Should Tenant hold over in possession after the expiration of the Initial Term or any Renewal Term or the earlier termination of this Lease, the holding over shall not be deemed to extend the Term or renew the Lease, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth at 150% (one hundred fifty percent) of the monthly rental (Holding Over Rent) of the last expiring Term unless Tenant and District mutually agree to a different rental amount.

17. NOTICES.

Any notices which either of the Parties hereto is required or may desire to send or deliver to the other party, shall be written and either mailed, certified mail, return receipt requested, postage prepaid, deposited with an overnight delivery service, prepaid with proof of delivery, or personally delivered, with all charges prepaid, to such other party at the address listed below, or to such address as either party may designate to the other from time to time in writing.

District:  
David Burke, Director of Planning  
San Juan Unified School District  
5320 Hemlock Street  
Sacramento, CA 95841  
Tel: (916) 971-7073

Tenant:  
UCP of Sacramento and Northern California  
4350 Auburn Boulevard  
Tel: (916) 565-7700  
dbergman@ucpsacto.org
The date of service of any notice mailed as aforesaid, shall be deemed to be five (5) days after the date of such mailing; the date of service of any notice deposited with an overnight delivery service shall be the next business day; and the date of service of any notice hand delivered, as aforesaid, shall be deemed to be one (1) day after delivery thereof to the delivery service office.

18. **ATTORNEYS' FEES.**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Lease, to recover rent or possession of the Premises, to terminate this Lease, or to enforce, protect or establish any term or covenant of this Lease or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including attorneys' fees and costs for appeal, as may be fixed by the court or jury. The term “prevailing party” shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

19. **SUBLEASE OR ASSIGNMENT.**

The Tenant shall not sublease, assign, transfer, mortgage, pledge, hypothecate or encumber, voluntarily or involuntarily, in whole or in part, this Lease or any interest herein, without District's express consent and written approval, which District may grant or withhold in its sole and absolute discretion. The parties hereto acknowledge that the District’s decision to enter into this Lease is based upon the experience and special qualifications of Tenant to operate a State Developmental Center and that, in the view of District, other parties will not necessarily have similar experience or qualifications. Any sublease or assignment of this Lease must be in writing and signed and approved in advance by District, Tenant and sublessee/assignee. This Lease cannot be assigned during the first five years of the Lease Term. No sublease, assignment or transfer shall be effective until there shall have been delivered to District an agreement, executed by the District, Tenant/assignor/sublessor and the proposed assignee/sublessee, whereby the assignee/sublessee agrees, among other things, to assume, keep and perform, and be bound by each and all of the covenants, conditions, restrictions and provisions of this Lease on the part of Tenant, including payment or all Rent due, and that Tenant/assignor/sublessor shall remain responsible for the performance of any of the obligations of assignee/sublessee pursuant to the covenants, conditions, restrictions and provisions of this Lease. Any sublease or assignment in violation of this Section shall be void and of no effect. Tenant agrees that the District may assign any interest in this Lease, as required or desired at any time, provided that the assignment will not disturb the Tenant's possession and quiet enjoyment of the Premises.

20. **SUCCESSORS.**

This Lease contains all of the covenants, agreements, representations and provisions thereof and shall inure to the benefit of and be binding upon the respective heirs, legal
representatives, executors, administrators, successors and assigns of the parties hereto, except as provided in the preceding Section.

21. **SURRENDER OF LEASE NOT MERGER.**

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of District, terminate all or any existing subleases or subtenancies, or operate as an assignment to District of any or all subleases or subtenancies.

22. **WAIVER.**

The waiver by District or Tenant of any term, covenant or condition or any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of the term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by District or payment of Rent by Tenant shall not be deemed to be a waiver of any preceding default by Tenant or of any term, covenant or condition of this Agreement, other than the failure of the Tenant to pay the particular Rent so accepted, regardless of District's knowledge of such preceding default at the time of its acceptance of the Rent.

23. **GENERAL.**

23.1 Captions. The captions and section headings used in this Lease are for the purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Lease.

23.2 Time of the Essence. Time is of the essence for the performance of each term, covenant and condition of this Lease.

23.3 Severability. In case any one or more of the provisions contained herein, except for the payment of Rent, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and the remaining provisions shall not be affected thereby and shall be fully enforceable, unless such enforcement would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Lease.

23.4 Joint and Several Liability. If Tenant is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of Tenant hereunder.

24. **SIGNS.**

Tenant may at Tenant's cost place Tenant's signs on the School Site, provided Tenant obtains the approval and consent of District. Any signs shall be at Tenant’s cost and in compliance with the local ordinances pertaining thereto. Throughout the Term of this Lease Tenant shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Lease, Tenant
shall remove any signs which it has placed on the School Site in which the Premises is located, and shall repair any damage caused by the installation or removal of those signs.

25. INTEREST ON PAST DUE OBLIGATIONS.

Any amount due to District not paid when due shall bear interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum commencing thirty (30) days after the due date, but not to exceed the maximum rate permitted by law. Payment of interest shall be in addition to any late charges owing pursuant to this Lease and shall not excuse or cure any default by Tenant under this Lease.

26. SURRENDER OF THE SCHOOL SITE.

On the last day of the Term hereof, or on sooner termination of this Lease, Tenant shall surrender to District the Premises and any then existing improvements in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. This condition shall be similar to that existing as of the Commencement Date of this Lease excepting normal ordinary wear and tear and any structural improvements made by District subsequent to the Commencement Date. This Lease shall operate as a conveyance and assignment to the District of any improvements identified by the District to remain on the Premises. Tenant shall remove from the Premises all of Tenant's personal property, trade fixtures, and any improvements made by Tenant which District determines shall be removed by Tenant. All property not so removed shall be deemed abandoned by Tenant. If the Premises is not so surrendered at the expiration or earlier termination of this Lease, Tenant shall indemnify District against loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claims made by any succeeding Tenant or losses to District due to lost opportunities to Lease to succeeding tenants.

27. DISTRICT'S COVENANTS.

The District covenants, warrants and represents that it has full right and power to execute and perform this Lease, and to grant the estate demised herein, and covenants that Tenant on paying Rent as herein provided and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the demised Premises and all rights, appurtenances and privileges belonging or in any way appertaining thereto, during the Term of this Lease and any extension or renewal thereof.

28. BROKERAGE.

District and Tenant agree that no broker was involved either in any of the negotiations which preceded this Lease or in the procuring of same. District and Tenant agree that if any claim be made for brokerage fees by, through or on account of any acts of District or Tenant or their respective representatives, the party upon whose acts such claim is made will hold the other harmless from any and all liabilities and expenses in connection therewith.
29. **HAZARDOUS MATERIALS.**

29.1 Hazardous Materials on Premises. District and Tenant agree as follows with respect to the existence or use of Hazardous Materials on the Premises including any improvements made by Tenant.

29.2 Definition. As used herein, the term “Hazardous Materials” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term “Hazardous Materials” includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, Section 66261.30 et seq. (ii) defined as a “hazardous waste” pursuant to Section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), or (iii) defined as a “hazardous substance” pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term “Hazardous Materials Law” shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, the California Department of Toxic Substances Control, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

29.3 Hazardous Materials. Tenant shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the School Site and any improvements by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies which shall be used and stored in strict compliance with Environmental Laws. Tenant shall comply with all Environmental Laws.

29.4 Responsibility of Tenant. From and after the Commencement Date, Tenant shall be solely responsible for all environmental matters affecting the Premises and any improvements thereon. Without limiting the preceding sentence:

29.4.1 Any handling, transportation, storage, treatment, disposal or use of Hazardous Materials in or about the Premises and any improvements by any person or entity shall be the responsibility of Tenant and shall strictly comply with all applicable Hazardous Materials Laws and the provisions of this Lease.

29.4.2 It shall be the duty of Tenant to insure that the Premises and any improvements are at all times in strict compliance with all Hazardous Materials Laws and that all activities conducted in or about the Premises and improvements comply in every respect with all applicable Hazardous Materials Laws including, but not limited to, all notification, record keeping, and maintenance requirements of such Laws.

29.4.3 Tenant shall have and discharge all of the duties and obligations of the owner of the Premises and improvements thereon under applicable Hazardous Materials Laws, including, but not limited to, response and remediation; and
29.4.4 Tenant shall be responsible for all liability to third parties who may be harmed or claim harm resulting from an environmental condition on or about the Premises and any improvements.

29.5 Indemnification. Tenant shall indemnify, defend upon demand with counsel reasonably acceptable to District, and hold harmless District and its trustees, agents and employees from and against any liabilities, losses, claims, damages, lost profits, consequential damages, interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, and other expenses which result from or arise in any manner whatsoever out of the use, storage, treatment, transportation, release, disposal, or presence from any cause or source whatsoever of Hazardous Materials on or about the Premises and any improvements.

29.6 Tenant Action. If the presence of Hazardous Materials on the Premises and any improvements from any source whatsoever results in contamination or deterioration of water or soil resulting in a level of contamination greater than the levels established as acceptable by any governmental agency having jurisdiction over such contamination, and if the Tenant is responsible therefore under applicable law, then Tenant shall, at its sole cost and expense, promptly take any and all action necessary to investigate and remediate such contamination if required by law or as a condition to the issuance or continuing effectiveness of any governmental approval which relates to the use of the Premises and any improvements or any part thereof. Tenant shall further be solely responsible for, and shall defend, indemnify and hold District and its agents harmless from and against, all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with any investigation and remediation required hereunder to return the Premises and any improvements to full compliance with all Hazardous Materials Laws.

29.7 Notice. District and Tenant shall each give written notice to the other as soon as reasonably practicable of (i) any communication received from any governmental authority concerning Hazardous Materials which relates to the School Site and any improvements, and (ii) any contamination of the School Site and any improvements by Hazardous Materials which constitutes a violation of any Hazardous Materials Law. Tenant and any subtenants may use small quantities of household chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct their business on the Premises and such other Hazardous Materials as are necessary for the operation of their respective businesses of which District receives notice prior to such Hazardous Materials being brought onto the Premises and to which District consents in writing. As a condition to its consent, District may require from Tenant or any subtenant additional security and/or indemnification against potential claims or losses resulting from the presence or use of such Hazardous Materials at or on the Premises. At any time during the Term, Tenant shall, within thirty (30) days after written request therefore received from District, disclose in writing all Hazardous Materials that are being used by Tenant or subtenants on the Premises, the nature of the use, and the manner of storage and disposal.

29.8 Monitoring Wells. In the event that District has reason to believe that Hazardous Materials may be present on the School Site, District may require that testing wells be installed on the School Site, at locations determined by District, and may cause the ground water to be tested to detect the presence of Hazardous Materials by the use of
such tests as are then customarily used for such purposes. Tenant shall comply promptly with any such request.

29.9 Survival. The obligations of Tenant under this Section shall survive the expiration or earlier termination of this Lease. The rights and obligations of District and Tenant with respect to issues relating to Hazardous Materials are exclusively established by this Section. In the event of any inconsistency between any part of this Lease and this Section, the terms of this Section shall control.

29.10 Release or Spill Caused by Tenant. In the event that Tenant causes any Hazardous Materials to be released, spilled or otherwise exposed through its use and occupancy of the Premises, such as but not limited to remodeling or other construction, Tenant shall be solely responsible for all costs associated with the proper handling, testing, mitigation, remediation and disposal of the Hazardous Materials and all related cleanup.

30. ASBESTOS.

District represents that the Premises complies with State of California requirements regarding asbestos mitigation, and the District agrees to be responsible for future mitigation, if any, as required by the State of California regarding requirements relating to asbestos in the buildings except in the event Tenant causes a release of asbestos in which Case the cost of mitigation shall be covered by Tenant.

31. CODE COMPLIANCE.

During the Term of this Lease, Tenant, at its sole cost and expense, shall promptly comply with all requirements of all federal, state and municipal governments, agencies, courts, commissions, boards, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the School Site. Notwithstanding any provisions to the contrary contained in this Lease, in the event the City of Sacramento or Sacramento County or any agency or department of either requires that the buildings on the School Site be brought up to building code, regulation or other standard, the parties shall negotiate with each other as to who shall pay for the cost of such work and other related issues. If the Parties are unable to reach agreement, either party may terminate this Lease on sixty (60) days’ notice. In the event the City of Sacramento, or Sacramento County, or any other public agency with jurisdiction over the health and safety of the School Site, requires testing of the Premises, the Tenant shall cooperate with the District to permit such testing to take place.

32. PARKING.

Tenant shall have non-exclusive use of any parking lot located on the School Site. Tenant shall not abandon any inoperative vehicles or equipment or allow any unauthorized overnight parking on any portion of the School Site. Tenant agrees to keep the parking area in good order.

33. ENTIRE AGREEMENT.
This Lease constitutes the entire understanding between the Parties hereto and no addition to or modification of, any term or provision of this Lease shall be effective until set forth in writing signed by both District and Tenant. No prior agreements or understanding pertaining to this Lease shall be effective for any purpose.

34. **COORDINATION WITH OTHER OCCUPIANTS OF THE PROPERTY.**

It is understood and recognized by Tenant that the School Site may be used by other parties, including District, and Tenant shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security measures.

35. **JURISDICTION AND VENUE.**

This Lease has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease shall be determined and governed by the laws of the State of California. To the fullest extent permitted by California law, the county in which the School Site is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Lease.
IN WITNESS WHEREOF, District and Tenant have executed this Lease, through their respective officers or representatives, duly authorized, as of the day and year shown below.

**District:**  
San Juan Unified School District, a California public school district

By:  
Name:  
Title:  
Date:  

**Tenant:**  
United Cerebral Palsy Association of Greater Sacramento, Inc.

By:  
Name:  
Title:  
Date:  

Attachments:  
Exhibit “A” School Site Area Assignments  
Exhibit “B” Cost Calculations

Approved as to Form:

[Signature]
Linda Simlick, General Counsel  
San Juan Unified School District

Approved and ratified this _____ day of ________________, 2015 by the Board of Education of the San Juan Unified School District by the following vote:

AYES:

NOES:

Abstentions:

__________________________________________  
Secretary to the Board of Education
## Proposition 39 Space Allocation Calculation

In-District ADA Projections per Request For Facilities Letter dated: n/a

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<th>Grades</th>
<th>TK-3</th>
<th>0</th>
<th>Grades 4-8</th>
<th>0</th>
<th>Total</th>
<th>0</th>
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Classrooms Required to Meet ADA Identified in Request for Facilities Letter:

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<th>Grades</th>
<th>TK-3</th>
<th>0</th>
<th>Grades 4-8</th>
<th>0</th>
<th>Total</th>
<th>0</th>
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</thead>
</table>

Sq. Ft. Assigned to Meet Request for Facilities Letter: -

Prop. 39 Annual Space Fee Per Sq. Ft.: $ -

Prop. 39 Annual Space Fee: $ -

## "Market Rate" Space Allocation Calculation

Market Rate Sq. Ft. Assigned to Meet Request for Facilities Letter: 10,003

Market Rate Space Annual Fee Per Sq. Ft. $ 8.60

Market Rate Space Annual Fee: $ 86,026.00

Annual Fee $ 86,026.00

Monthly Fee (rounded to nearest dollar) $ 7,169.00
### EXHIBIT B

San Juan Unified School District  
Leased Facilities  
2015-2016 Space Assignment

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<th>Bldg</th>
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<th>Prop 39</th>
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**TOTAL**  
25,063  
-  
10,003

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<th>2015-2016 Use Prop 39 Sq. Ft.</th>
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<tr>
<td>Total Market Rate Sq. Ft.</td>
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73
# UCP at Orange Grove Site 2015-16 Facility Costs

## Prop 39 square foot fees:

<table>
<thead>
<tr>
<th>Function</th>
<th>Unrestricted GF expenses</th>
<th>14 1st Interim</th>
<th>14 Actuals</th>
<th>14 Actuals New Format</th>
<th>15 estimated</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>85XX</td>
<td>Facilities Acquisition &amp; Construction</td>
<td>$20,997.00</td>
<td>-</td>
<td>-</td>
<td>$18,767</td>
<td>$18,767</td>
</tr>
<tr>
<td>87XX</td>
<td>Facilities rents &amp; leases</td>
<td>$37,699.00</td>
<td>$28,192</td>
<td>$28,192</td>
<td>$39,080</td>
<td>$10,886</td>
</tr>
<tr>
<td>91XX</td>
<td>Facilities related Debt services</td>
<td>$174,413.00</td>
<td>$289,566</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>93XX</td>
<td>Facilities Related Interfund transfers</td>
<td>$35,511.00</td>
<td>$794,346</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>82XX</td>
<td>grounds maintenance/gardening</td>
<td>$1,350,783.00</td>
<td>$1,402,903</td>
<td>$1,402,903</td>
<td>$1,387,753</td>
<td>($15,150)</td>
</tr>
<tr>
<td>82XX</td>
<td>deferred maintenance transfer</td>
<td>$1,600,000.00</td>
<td>$1,600,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>8000</td>
<td>Unrestricted Contribution to RRMA</td>
<td>$400,000.00</td>
<td>$400,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>8105/7200</td>
<td>Unrestricted GF Prop Mgt Costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$11,670</td>
<td>$22,130</td>
</tr>
<tr>
<td>8110</td>
<td>Unrestricted GF Maint Costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$80,799</td>
<td>$194,457</td>
</tr>
<tr>
<td>82XX</td>
<td>Unrestricted GF Custodial Costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$13,141,783</td>
<td>$23,624,235</td>
</tr>
</tbody>
</table>

Total Unrestricted GF facility costs: $3,619,403 | $4,515,007 | $22,835,360 | $23,624,235 | $788,875 |

Expense per Sq. Ft. for Prop 39 Fees: $0.86 | $1.08 | $5.45 | $5.64 | $0.19 |

## Market Rate Info.

### Property management fee:

- Resp 208 Goal 9576 - Property Management budget: $14,402
- Property management fee per sq ft: $0.003

### Facility maintenance fee:

- Total M&O budget (Resp. 205, 212, 215): $8,439,509
- Excludes Obj 5741/5791
- Facility maintenance per sq ft: $2.01

### Custodial fee:

- Total custodial budget (922x, 9674 goals): -
- Custodial fee per sq ft: 0.00

### Market Rate Sq. ft. Cost per per based on $1.27 per month

- Extended Monthly Market Rate: $0.995 per Sq. Ft.
- Total Annual Market Rate Annual Cost per Sq. Ft: $8.60

---

1. Based on 1st interim budget amounts
2. Square footage from 14-15 Planning Dept. as of Nov 2014
3. Excludes custodial goals of 9220, 9221,9225,9674 & RP 208
4. additional $267,591 Contribution for ECE included in computation for 14 Actuals and removed for 15 estimated.
5. Negotiated increases were not approved by the board in time to be reflected in 1st interim figures
6. $400,000 DM contribution moved from Measure J to LCFF. Bond contribution will be phased out over 4 years.
7. Total RRMA Contribution excluding contribution to Deferred Maintenance from Bond Funds
8. Only custodial goals of 9220, 9221,9225,9674 & RP 208
SUBJECT: 2018-2019 Standards Implementation Update

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED: The superintendent is recommending that the board discuss a report on the progress of implementing California content standards.

RATIONALE/BACKGROUND: The California State Board of Education adopted state standards in English language arts (ELA) and mathematics in August 2010, English language development (ELD) in 2012 and the Next Generation Science Standards (NGSS) in 2013. Since that time, San Juan district staff has focused on deepening its understanding of the standards, identifying and implementing aligned instructional materials and revising instructional practices and classroom expectations to ensure students are able to meet the standards. This presentation updates the board on the progress of the implementation of these standards to date.

ATTACHMENT(S): A: Presentation  
B: California Standards Implementation Rubric 2018-2019  
C. California Standard Implementation, Spring 2019  
D: Instructional Material Pilot and Adoption Matrix

BOARD COMMITTEE ACTION/COMMENT: N/A

PREVIOUS STAFF/BOARD ACTION: Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT: Current Budget: $ N/A  
Additional Budget: $ N/A  
Funding Source: N/A  
(Unrestricted Base, Supplemental, other restricted, etc.)  
Current Year Only ☐ On-going ☐

PREPARED BY: Susan Green, Director, Assessment Evaluation and Planning  
Kristan Schnepp, Director, Professional Learning and Curriculum Innovation

APPROVED BY: Donna O’Neil, Ed.D., Senior Director, Program Development and Accountability  
Kent Kern, Superintendent of Schools
California Standards Implementation
2018-2019 Update

Presented to Board of Education
May 28, 2019
Susan Green, Director – Assessment, Evaluation and Planning
Kristan Schnepp, Director – Professional Learning and Curriculum Innovation

Essential Questions

• How is work at the school and district levels supporting this implementation?
• What progress has been made in implementation of the standards?
• What are the next steps in deepening implementation?
Components of Implementation

- **Reading/ELA:** Continue TK-2 focus (37 schools). Reading interventions growing across schools before, during and after school.
- **Math:** Summer support and professional learning on instructional strategies TK-12. Middle school intervention calibrated. Summer bridging courses expanded to incoming 3rd, 6th & 9th graders.
- **English Language Development:** Increase Guided Language Acquisition Design (GLAD) strategies to support English language learners at secondary. Deepen implementation of best practices for ELD.

**Components of Implementation**

- **Expository Reading/Writing Course:** 7 high schools offer Expository Reading and Writing Course (ERWC) as an option for senior English.
- **Mathematics:** Math Foundations in middle grades and high school.
- **English Language Development (ELD):** Instructional materials in place TK-12 and district secondary placement guidelines.
Components of Implementation

- **ELA: Elementary:** Running Records (K-2+) used regularly to guide reading instruction.
- **ELA High School:** Grade 9 Writing.
- **Formative Assessments:** Increased understanding and use of formative assessments guiding classroom instruction.
- **Reporting:** CCSS-aligned report cards in use in TK-6.
- **English Language Development:** Curriculum embedded assessments; developing ELPAC like tasks aligned to curriculum.

California Standards Implementation Survey

- Co-developed with San Juan Unified School District (SJUSD) and San Juan Teachers Association (SJTA)

- Administered electronically (1,182 responses)

- Adapts based on teaching assignment
Implementation Level

<table>
<thead>
<tr>
<th>Knowledge of Standards</th>
<th>Emerging</th>
<th>Transitioning</th>
<th>Implementing</th>
<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building consensus around need for implementation.</td>
<td>Designing the infrastructure to implement; beginning to transition to new standards.</td>
<td>Implementing structures that were designed; working toward consistency.</td>
<td>Model is complete and embedded; focus on refining to maximize effectiveness.</td>
<td></td>
</tr>
</tbody>
</table>

Target for all schools

English Language Arts & Math

District is meeting the 85% target in all areas of ELA and Mathematics

<table>
<thead>
<tr>
<th>ELA – Use of Aligned Targets</th>
<th>Math – Use of Aligned Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
<td>2014-15</td>
</tr>
<tr>
<td>2015-16</td>
<td>2015-16</td>
</tr>
<tr>
<td>2016-17</td>
<td>2016-17</td>
</tr>
<tr>
<td>2017-18</td>
<td>2017-18</td>
</tr>
<tr>
<td>2018-19</td>
<td>2018-19</td>
</tr>
</tbody>
</table>

Percent of Teachers | Implementing | Innovating |
Science and English Language Development

District improved in ELD in both areas by more than 10%

Grades 6-12 Literacy in History, Science and Technical Subjects

District is not making progress in either of these two areas
Themes - Additional Support

- Professional Development
- Collaboration (site level and district)
- Implementation: time and support
- Materials
- Assessment support
Next Steps

• Use school level results, in conjunction with other data and evidence collected, to inform site professional learning plans.

• Deepen understanding of new standards and frameworks and expectations among certificated and classified staff as well as parents.

• Continue to monitor data/evidence to inform next steps overall and in specific initiatives.
The Common Core and ELD Implementation Rubric is a rubric that serves as a guide for determining system capacity for implementing Common Core Standards, ELD Standards and Next Generation Science Standards. The rubric is aligned to some key characteristics of the standards and frameworks. Each rubric, using a set of guiding questions describes what classrooms, sites or the district might look like across 4 growth stages (i.e., emerging, developing, implementing, and innovating). While there are many other sets of standards which are in use at schools, the focus of this tool is on the newly adopted standards listed above.

The intent of using the rubric and resulting data for self-reflection is to:

1. Communicate expectations for implementation of the California standards in San Juan
2. Measure current level of implementation through self-reflection
3. Document growth toward the expectations at a school and district level
4. Create a feedback loop that informs professional development opportunities at the school and district level
5. Inform transition steps toward full implementation of the standards

The results of this self-assessment WILL NOT be used to evaluate individuals or departments. Results are intended to support continuous improvement

Growth stages:

- **Emerging:** The goal of this stage is to build consensus around needs of implementation.
- **Transitioning:** This stage involves designing the infrastructure to implement the standards.
- **Implementing:** During this stage, the school and district implements the structures that were designed during the transitioning stage and works to build consistency.
- **Innovating:** Within this stage, the model is completed and embedded. Schools and district now focus on the effectiveness of the model and make changes based on data to ensure it is effective.
## Knowledge of the Standards

### By 2018-19 in San Juan Unified School District...

1. Teachers and site administration can clearly articulate grade level specific expectations for students in the California standards.
2. Teachers and site administration can make clear connections between standards for an integrated curriculum that includes ELD.
3. Teachers and site administration utilize the revised curriculum frameworks for instructional guidance.
4. Teachers and site administration can accurately interpret the depth of knowledge required to complete tasks aligned to standards.

<table>
<thead>
<tr>
<th>Survey Question</th>
<th>Total Responses</th>
<th>Emerging</th>
<th>Transitioning</th>
<th>Implementing</th>
<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>22. How familiar or knowledgeable are you with the Common Core Grades 6-12 Literacy in History/Social Studies, Science, &amp; Technical Subjects Standards?</td>
<td>473</td>
<td>149</td>
<td>151</td>
<td>133</td>
<td>40</td>
</tr>
<tr>
<td>8. How familiar or knowledgeable are you with the Next Generation Science Standards (NGSS)?</td>
<td>496</td>
<td>45</td>
<td>224</td>
<td>175</td>
<td>52</td>
</tr>
<tr>
<td>15. How familiar or knowledgeable are you with the new history/social studies standards?</td>
<td>527</td>
<td>63</td>
<td>180</td>
<td>201</td>
<td>63</td>
</tr>
<tr>
<td>25. What is your level of comfort with interpretation of Webb’s Depth of Knowledge?</td>
<td>1054</td>
<td>176</td>
<td>392</td>
<td>381</td>
<td>105</td>
</tr>
</tbody>
</table>
Common Core Instructional Practices

By 2018-19 in San Juan Unified School District...

1. All learning targets are aligned to relevant standards and are articulated to students.
2. Language objectives are created from core content and skills for integrated ELD in all disciplines.
3. Students have opportunities to share their understanding through a variety of ways. (e.g. writing, speaking)
4. All classroom instructional tasks and materials are intentionally selected and sequenced to build a coherent path toward standards mastery.
5. Authentic lessons clearly build toward big ideas and enduring understandings for transferability.
6. Instructional routines provide multiple opportunities for students to engage in meaningful learning through talk.
7. All students are expected and provided opportunities to access and engage in cognitively rigorous standards aligned work.
8. Numerous opportunities for students to develop language awareness or have regular practice to learn and use academic language for various audiences, purposes and authentic discipline specific tasks.
9. Curriculum is balanced (informational and literary text, conceptual understanding, procedural and application).
10. Scaffolds, accommodations or modifications are deliberate and tied to student needs derived from multiple measures.
11. Environment usually provides a reference and resource for students as they work together toward independence.
12. Students have the opportunity to access CCSS-aligned curriculum including digital technology.

<table>
<thead>
<tr>
<th>Survey Question</th>
<th>Total Responses</th>
<th>Emerging</th>
<th>Transitioning</th>
<th>Implementing</th>
<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>12. How often is your learning target aligned to Common Core State Standards in ELA?</td>
<td>647</td>
<td>7</td>
<td>46</td>
<td>399</td>
<td>195</td>
</tr>
<tr>
<td>5. How often is your learning target aligned to Common Core State Standards in Math?</td>
<td>590</td>
<td>8</td>
<td>34</td>
<td>423</td>
<td>125</td>
</tr>
<tr>
<td>9. How often is your learning target aligned to the Next Generation Science Standards?</td>
<td>496</td>
<td>42</td>
<td>225</td>
<td>190</td>
<td>39</td>
</tr>
<tr>
<td>16. How often is your learning target aligned to the history/social studies standards?</td>
<td>527</td>
<td>82</td>
<td>162</td>
<td>229</td>
<td>54</td>
</tr>
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</table>
### Common Core Instructional Practices

<table>
<thead>
<tr>
<th>Survey Question</th>
<th>Total Responses</th>
<th>Emerging</th>
<th>Transitioning</th>
<th>Implementing</th>
<th>Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td>17. How often does your learning target include the ELD standards?</td>
<td>1071</td>
<td>107</td>
<td>371</td>
<td>520</td>
<td>I am at the implementing level, and I am able to cluster standards for interdisciplinary learning targets.</td>
</tr>
<tr>
<td>18. How often do you add language objectives for knowledge and skills in each content area that you teach (ELA, social science, science, math, etc.)?</td>
<td>1060</td>
<td>110</td>
<td>355</td>
<td>503</td>
<td>I am at the implementing level, and I am able to cluster standards for interdisciplinary learning targets.</td>
</tr>
<tr>
<td>24. How often are interdisciplinary connections made and articulated to students?</td>
<td>1054</td>
<td>74</td>
<td>356</td>
<td>507</td>
<td>I am at the implementing level, and I can support my peers in understanding them.</td>
</tr>
<tr>
<td>26. What opportunities do students have to share their understanding of concepts and skills related to the content?</td>
<td>1054</td>
<td>39</td>
<td>216</td>
<td>595</td>
<td>Students have frequent opportunities to share their understanding in multiple ways as well as necessary supports and scaffolds to do so effectively.</td>
</tr>
<tr>
<td>27. Does your curriculum include a balance of materials and/or skills? (e.g., informational &amp; literary text, concepts &amp; procedures)</td>
<td>1054</td>
<td>44</td>
<td>181</td>
<td>608</td>
<td>I am continuously rebalancing as needed to meet each student’s needs.</td>
</tr>
<tr>
<td>28. How often are you able to provide scaffolds and accommodations for students to help them meet the expectations of the content standards?</td>
<td>1054</td>
<td>25</td>
<td>146</td>
<td>600</td>
<td>I am at the implementing level, and I determine the need for and type of scaffolds and supports for students using multiple measures.</td>
</tr>
</tbody>
</table>
By 2018-19 in San Juan Unified School District...

1. A range of assessment data is aligned with the essential skills and understandings that are expected of students to achieve.
2. Assessment tools and approaches provide data that are valid, reliable, accurate, and useful.
3. School staff closely, frequently, and systematically assesses students and make regular and effective use of the data collected to make decisions.
4. School staff effectively identifies students who need closer monitoring and (potentially) interventions or enrichment.
5. Staff is prepared to engage in continuous assessment as they work with students.
6. Site assessment data is used to examine and inform the systems that support student achievement, including the initiatives, quality of instruction and intervention.

<table>
<thead>
<tr>
<th>Survey Question</th>
<th>Total Responses</th>
<th>Emerging</th>
<th>Transitioning</th>
<th>Implementing</th>
<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>23. How do you use assessment for Grades 6-12 Literacy in History/Social Studies, Science, &amp; Technical Subjects in your classroom?</td>
<td>473</td>
<td>157</td>
<td>157</td>
<td>Assessment is regularly aligned to the Common Core Literacy Standards, and it is used for a variety purposes, including learning about student mastery. It allows me to continuously adapt instruction to meet students’ specific needs</td>
<td>I am at the implementing level, and my assessments provide information about student learning minute-by-minute, day-to-day, and week-to-week I assess to continuously monitor student progress.</td>
</tr>
<tr>
<td>13. How do you use assessment for Language Arts in your classroom?</td>
<td>647</td>
<td>9</td>
<td>84</td>
<td>Assessment is regularly aligned to the standards, and it is used for a variety purposes, including learning about student mastery. It allows me to continuously adapt instruction to meet students’ specific needs.</td>
<td>I am at the implementing level, and my assessments provide information about student learning minute-by-minute, day-to-day, and week-to-week I assess to continuously monitor student progress.</td>
</tr>
<tr>
<td>6. How do you use assessment for math standards in your classroom?</td>
<td>590</td>
<td>6</td>
<td>74</td>
<td>Assessment is regularly aligned to the standards, and it is used for a variety purposes, including learning about student mastery. It allows me to continuously adapt instruction to meet students’ specific needs.</td>
<td>I am at the implementing level, and my assessments provide information about student learning minute-by-minute, day-to-day, and week-to-week I assess to continuously monitor student progress.</td>
</tr>
</tbody>
</table>
# Comprehensive and Balanced Assessment System

<table>
<thead>
<tr>
<th>Survey Question</th>
<th>Total Responses</th>
<th>Emerging</th>
<th>Transitioning</th>
<th>Implementing</th>
<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. How do you use assessment for Next Generation Science Standards in your classroom?</td>
<td>496</td>
<td>81</td>
<td>263</td>
<td>Assessment is regularly aligned to the NGSS, and it is used for a variety purposes, including learning about student mastery. It allows me to continuously adapt instruction to meet students’ specific needs.</td>
<td>I am at the implementing level, and—my assessments provide information about student learning minute-by-minute, day-to-day, and week-to-week, I assess to continuously monitor student progress.</td>
</tr>
<tr>
<td>19. How do you use assessment for ELD standards in your classroom?</td>
<td>1071</td>
<td>149</td>
<td>467</td>
<td>Assessment is always aligned to the ELD standards, and it is used for a variety purposes, including learning about student mastery. It allows me to continuously adapt instruction to meet students’ specific needs.</td>
<td>I am at the implementing level, and—my assessments provide information about student learning minute-by-minute, day-to-day, and week-to-week, I assess to continuously monitor student progress.</td>
</tr>
<tr>
<td>29. What is the quality of standards-aligned assessments to which you have access?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>English language arts</td>
<td>756</td>
<td>44</td>
<td>134</td>
<td>I have many assessment measures aligned to the new standards.</td>
<td>I am at the implementing level, and—all my assessments are valid, reliable and accurate.</td>
</tr>
<tr>
<td>Mathematics</td>
<td>664</td>
<td>39</td>
<td>99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>English language development</td>
<td>697</td>
<td>80</td>
<td>264</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Next Generation Science</td>
<td>569</td>
<td>127</td>
<td>246</td>
<td></td>
<td></td>
</tr>
<tr>
<td>History/Social Studies</td>
<td>621</td>
<td>131</td>
<td>222</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30. How do you use multiple measures to assess a specific learning target based on the new standards and make educational decisions?</td>
<td>1046</td>
<td>59</td>
<td>299</td>
<td>I regularly use multiple measures to determine mastery of a learning target.</td>
<td>I am at the implementing level and I include some student choice in the measures.</td>
</tr>
<tr>
<td>31. How do you use formative assessment practices and summative assessment tools?</td>
<td>1046</td>
<td>33</td>
<td>188</td>
<td>I use mostly summative assessments to see what students know.</td>
<td>I use formative assessment practices and summative assessment tools equally.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>I sometimes use formative assessment strategies, but to really, know what students know, I use summative assessments.</td>
<td>I use formative assessment practices on a daily basis and use summative tools for the end of the learning target.</td>
</tr>
</tbody>
</table>
## Comprehensive and Balanced Assessment System

### Survey Question

<table>
<thead>
<tr>
<th>Survey Question</th>
<th>Total Responses</th>
<th>Emerging</th>
<th>Transitioning</th>
<th>Implementing</th>
<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>32. To what extent do you provide student feedback about areas of strength and areas of challenge after reviewing evidence of learning?</td>
<td>1046</td>
<td>46</td>
<td>275</td>
<td>555</td>
<td>170</td>
</tr>
<tr>
<td>I provide students with their grades on a regular basis and sometimes provide them feedback on strengths and areas of challenge.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I regularly provide feedback to students about strengths and areas of challenge and provide grades to students.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I use feedback on strengths and areas of challenge daily and provide grades upon completion of the learning target.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33. To what extent do you use evidence of student learning to adjust instruction?</td>
<td>1046</td>
<td>22</td>
<td>110</td>
<td>570</td>
<td>344</td>
</tr>
<tr>
<td>I use tests to determine points for reteaching.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I use evidence prior to a chapter or a unit test.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I use evidence of student learning to adjust day to day.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I use evidence of student learning moment by moment through my lesson.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34. To what extent do you feel your instructional adjustments meet the needs of the students in your class(es)?</td>
<td>1046</td>
<td>22</td>
<td>209</td>
<td>586</td>
<td>229</td>
</tr>
<tr>
<td>I see occasional improvements in student learning after I adjust instruction.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I sometimes see improvements in student learning after I adjust my instruction.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I regularly see improvements in student learning after I adjust my instruction.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>I usually see improvements in student learning after I adjust instruction.</td>
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<tr>
<td>35. To what extent do you and your department/grade level team use common assessments (other than district required assessments)?</td>
<td>1033</td>
<td>134</td>
<td>208</td>
<td>448</td>
<td>243</td>
</tr>
<tr>
<td>We use similar end of trimester or semester assessments.</td>
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<tr>
<td>We use similar chapter or unit assessments.</td>
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<tr>
<td>We use similar questions, but may use them in different ways or at different times.</td>
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<tr>
<td>We regularly use rubrics and/or other common performance guidelines to review student work and identify strengths and areas of challenges.</td>
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</tr>
<tr>
<td>36. To what extent do you feel your grading and expectations of student learning are calibrated with others in your grade level or department?</td>
<td>1037</td>
<td>126</td>
<td>221</td>
<td>469</td>
<td>221</td>
</tr>
<tr>
<td>We occasionally discuss grading.</td>
<td></td>
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<tr>
<td>We sometimes discuss grading strategies and review student work.</td>
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<tr>
<td>We use rubrics and/or other common performance guidelines to review student work and identify strengths and areas of challenges.</td>
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<tr>
<td>We regularly use rubrics and/or other common performance guidelines to review student work and identify strengths and areas of challenges.</td>
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</tr>
</tbody>
</table>
Professional Learning

By 2018-19 in San Juan Unified School District...

1. Each school has a long-term professional learning plan to support the systematic & comprehensive approach to professional learning on the California standards.
2. Each school and the district has appropriate structural support for high-quality professional learning and long-term sustainability.
3. All educators and staff engage in embedded professional learning that supports effective collaboration.
4. All educators and staff engage in embedded professional learning that supports high quality instruction and intervention.
5. All educators and staff engage in embedded professional learning that supports high quality instruction and intervention.
6. Staff uses a well-designed evaluation process to determine whether the goals targeted by our professional learning have been achieved.

<table>
<thead>
<tr>
<th>Survey Question</th>
<th>Total Responses</th>
<th>Emerging</th>
<th>Transitioning</th>
<th>Implementing</th>
<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>37. How often does the site set aside time to reflect on data and evidence of student progress?</td>
<td>1193</td>
<td>97</td>
<td>269</td>
<td>630</td>
<td>157</td>
</tr>
<tr>
<td>38. How does the professional development plan of the school lead to a thorough understanding of all relevant components of all of the new standards?</td>
<td>1193</td>
<td>153</td>
<td>398</td>
<td>486</td>
<td>172</td>
</tr>
<tr>
<td>39. How does the leadership team demonstrate that staff receives the support they need in order to implement what they are learning together about the new standards?</td>
<td>1193</td>
<td>150</td>
<td>406</td>
<td>480</td>
<td>157</td>
</tr>
</tbody>
</table>

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Expectations

Staff systematically uses varied structures through which student progress toward standards mastery is assessed & discussed.

The entire staff has a shared understanding of the expectations of all of the standards. We collaboratively determine professional goals to improve student learning in the new standards.

The staff is at the implementing level and—data is consistently used to refine the site PLPL embeds supports for teachers to respond to individual learner and family needs as well as cultural and linguistic differences. Staff is able to provided job-embedded PL for each other.
**Open Ended Item:** Based on your reflections in the questions above what support would help you take the next step toward implementing the new standards in your classroom?

Of the 1,282 survey responses, 1034 included comments the question listed above. Each comment was classified into one or more of the categories listed below.

**Professional Development (299 Responses/29%)**
- More trainings on understanding the standards and strategies for implementation (153)
- Trainings specifically on the science and history standards (56)
- Continue offering professional development to deepen our implementation (31)
- Offer subject specific training on the standards at high school (15)
- Offer trainings at the site (13)
- More districtwide trainings to ensure common measure (10)

**Collaboration (271 Responses/26%)**
- More time for collaboration: Thursdays, release days and paid time in the summer (133)
- Time for grade levels or departments to meet (76)
- Time for collaboration across the district (30)

**Implementation (204 Responses/20%)**
- Time to continue the work and refine our practices (120)
- Sharing of ideas and strategies (65)

**Materials (138 Responses/13%)**
- Science and history materials (62)
- New textbooks at high school (25)
- Math materials (12)
- Printed copies of the standards for the classroom (12)

**Assessment (70 Responses/7%)**
- Time and support to create site and district common assessments (25)
- Time to develop common assessment and share student work (18)
- Professional development on assessment strategies (15)
- Support on data collection methods and data cycle (12)

**Additional Areas:**
- More technology needed at the sites/chromebook carts for every classroom (22)
- Additional support for students (12)
- Lower class sizes (10)
- More ELD support (10)
Instructional Materials Pilot and Adoption Schedule

The Chart below shows the year in which a pilot is anticipated. Typically, implementation occurs the next year. Please note this chart is a work in progress and is subject to change.

<table>
<thead>
<tr>
<th>State Timeline</th>
<th>Language Arts/Reading</th>
<th>Mathematics</th>
<th>Science &amp; Health</th>
<th>Social Science</th>
<th>World Languages</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-17</td>
<td>K - 5th Reading/Language Arts *</td>
<td>Independent Living Skills</td>
<td>5th - 12th Health Supplemental Materials</td>
<td>Sociology</td>
<td>Spanish III, IV, V, AP</td>
</tr>
<tr>
<td></td>
<td>6th - 8th Language Arts *</td>
<td>Integrated Math 3</td>
<td></td>
<td>AP US History</td>
<td>French IV, V, AP, IB</td>
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<tr>
<td></td>
<td>English Learner support</td>
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<td></td>
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<tr>
<td></td>
<td>Independent Living Skills</td>
<td></td>
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<tr>
<td>17-18</td>
<td>Financial Math</td>
<td>6th - 8th Science *</td>
<td>TK - 5th Social Science *</td>
<td>Japanese (all)</td>
<td></td>
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<tr>
<td></td>
<td>4th - 8th Intensive Math Intervention *</td>
<td></td>
<td>6th - 8th History *</td>
<td></td>
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<tr>
<td></td>
<td>Math Modeling</td>
<td></td>
<td>9th - 10th World History</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18-19</td>
<td>Senior Year Math</td>
<td>6th - 8th Science *</td>
<td>11th US History</td>
<td></td>
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<td></td>
<td>Math Foundations Workshop</td>
<td></td>
<td>AP Human Geography</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>IB Economics SL</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Independent Living Skills</td>
<td>IB Global Studies</td>
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<td></td>
<td></td>
<td></td>
<td>Political Science (all)</td>
<td></td>
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<td>20-21</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>21-22</td>
<td>TK-8 Math</td>
<td>9th - 12th Health</td>
<td>Chemistry</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Integrated Math 1-3</td>
<td>Biology</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Environmental Science</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Physics (all)</td>
<td></td>
<td></td>
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<tr>
<td>22-23</td>
<td>9th - 12th English, AP</td>
<td>Statistics, AP</td>
<td>Physiology, honors</td>
<td>Economics</td>
<td>French (all)</td>
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<tr>
<td></td>
<td>ERWC</td>
<td>Pre-Calculus</td>
<td></td>
<td>Psychology (all)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>IB English</td>
<td>Calculus A/B &amp; B/C</td>
<td></td>
<td>IB History of Americas</td>
<td></td>
</tr>
</tbody>
</table>

* Indicates the timing of the pilot is dependent on the approval of a specific state instructional materials matrix.

Unless otherwise noted, adoptions for all classes, including those for ELL, Special Education and Advanced Placement classes will be considered together.

Notes
1) “State Timelines” shows the past or estimated data for state approval. Local K-8 materials purchases must be made within 24 months of matrix approval.
2) VAPA, CTE and Physical Education instructional materials may be adopted based on need (VAPA Framework: 2020; CTE Framework: 2007; Physical Education: 2020)

Updated 2/15/19
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: I-2
MEETING DATE: 05/28/2019

SUBJECT: Golden Valley River School
Charter School Renewal Petition

DEPARTMENT: Admissions and Family Services

CHECK ONE:
- For Discussion: ☒
- For Action: ☐
- Report: ☐
- Workshop: ☐
- Recognition: ☐
- Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending that the board review and discuss the Golden Valley River School charter school renewal petition. The term for this charter will expire on June 30, 2019, unless approved for renewal by the Board of Education.

Action Anticipated: June 11, 2019

RATIONALE/BACKGROUND:
Golden Valley River School Charter School has operated in San Juan Unified as an independent district charter since 2007. Golden Valley River School provides a Waldorf Education-inspired program to meet the needs of students in grades kindergarten through 8th grade.

In order for a charter to be renewed, it must meet at least one of the following performance standards: (1) attainment of the school’s Academic Performance Index (API) growth target in two of the last three years or in the aggregate last three years; (2) an API decile ranking of four or better in the prior year or two of the last three years; (3) an API Similar Schools decile ranking of four or better in two of the last three years; (4) documented evidence that the performance of charter school students is at least equal to that of the students in schools of the district that those students would otherwise be attending; (5) qualification for participation in the Alternative School Accountability Model. (At the current time, only condition 4 is applicable.)

The district’s Charter Review Team has thoroughly studied the charter renewal petition, and Golden Valley River School has provided all necessary information, additions and/or changes as requested during the review process. The Golden Valley River School charter renewal petition presented to the Board of Education is in compliance with district Board Policy 0420.4 Charter Schools, and current law. Golden Valley River School has met the State Performance Standard #4 - students performed commensurate or better than similar schools.

The memorandum of understanding (MOU) agreement will continue to define the specific financial and operational relationship between Golden Valley River School and the district and resolve other matters of mutual interest not otherwise contained within the terms of the charter petition. It is the intent of the MOU that Golden Valley River School not be a fiscal burden to the district.

A copy of the charter petition is available for review in the Board of Education office.

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 04/08/2019; 05/20/2019
Board of Education (Public Hearing): 04/23/2019
FISCAL IMPACT:
Current Budget: $ No direct costs
Additional Budget: $ N/A
Funding Source: N/A

LCAP/STRATEGIC PLAN:
Goal: N/A  Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Michele Flagler, Director, Admissions and Family Services

APPROVED BY: Debra Calvin, Ed.D., Assistant Superintendent, Educational Services
Kent Kern, Superintendent of Schools
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: I-3

MEETING DATE: 05/28/2019

SUBJECT: Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions Between the City of Citrus Heights and San Juan Unified School District

DEPARTMENT: Facilities

CHECK ONE:
For Discussion: ☐
For Action: ☒
Report: ☐
Workshop: ☐
Recognition: ☐
Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending that the board adopt Resolution No. 2946 and approve the agreement for purchase and sale of real property and joint escrow instructions between the City of Citrus Heights and San Juan Unified School District for the property located at 7137 Auburn Blvd., Citrus Heights.

RATIONALE/BACKGROUND:
The district seeks to sell an 11.44-acre portion of the Sylvan Middle School Property (the “Property”) located at 7137 Auburn Blvd., Citrus Heights, CA, APN 211-0020-002. The district, through the course of the past year, has negotiated with the City of Citrus Heights for sale of the Property.

ATTACHMENT(S):
A: Resolution No. 2946
B: Agreement

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Board of Education: 03/14/2017; 06/13/2017; 09/26/2017; 05/14/2019
Superintendent’s Cabinet: 05/06/2019; 05/20/2019

FISCAL IMPACT:
Current Budget: $N/A
Additional Budget: $N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☐ On-going ☒

PREPARED BY: Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation

APPROVED BY: Kent Kern, Superintendent of Schools
RESOLUTION NO. 2946

RESOLUTION BY SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION APPROVING THE SALE OF REAL PROPERTY
LOCATED AT 7137 AUBURN BOULEVARD, CITRUS HEIGHTS, CALIFORNIA,
TO THE CITY OF CITRUS HEIGHTS

WHEREAS, San Juan Unified School District ("District") is the owner of certain real property in Sacramento County commonly known as the Sylvan Middle School Property, located at 7137 Auburn Blvd, Citrus Heights, California, APN 211-0020-002 (the "Sylvan Site"); and

WHEREAS, Buyer desires to purchase an 11.44 acre portion of the Sylvan Site (the “Property”), and the District is willing to sell the Property to Buyer under the terms and conditions set forth in the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions Between City of Citrus Heights and San Juan Unified School District ("Purchase Agreement"), a true and correct copy of which is attached hereto as Exhibit A and incorporated by this reference; and

WHEREAS, with regard to the Property, the District has complied with applicable provisions of the Education Code regarding the sale of property by a public school district (Ed. Code, §§ 17387, et seq.; 17455, et seq.); and

WHEREAS, this Board finds that it is in the best interest of the District to proceed with the sale of the Property to Buyer in accordance with the Purchase Agreement.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED BY THE BOARD OF EDUCATION OF THE SAN JUAN UNIFIED SCHOOL DISTRICT, SACRAMENTO COUNTY, CALIFORNIA, AS FOLLOWS:

1. The foregoing recitals are adopted as true and correct.

2. The sale of the Property is hereby approved, on the terms and conditions shown in the Purchase Agreement attached as Exhibit A.

3. The District’s Superintendent and, in his or her absence, the Assistant Superintendent of Operations, Facilities, and Transportation, are authorized and directed to open and close escrow on the sale of the Property; to pay all required fees and charges on behalf of the District; to execute an appropriate grant deed and any additional escrow instructions relating to the sale; to execute any additional documents required by the Purchase Agreement; and to take all other steps necessary or convenient to sell the Property in accordance with this Resolution.

4. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on May 28, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
Pamela Costa, President,
San Juan Unified School District
Board of Education

Attest:

Michael McKibbin, Clerk
San Juan Unified School District Board of Education
This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“Agreement”) is entered into as of May 29th, 2019 (“Effective Date”) between San Juan Unified School District, a California public school district, (“Seller”), and the City of Citrus Heights, a municipal corporation (“Buyer”). Buyer and Seller may also be referred to in this Agreement singularly as a “Party” and collectively as the “Parties.”

**RECITALS**

A. Seller is the fee owner of approximately 11.44 acres of real property, commonly known as the Sylvan Middle School Property, located at 7137 Auburn Boulevard, Citrus Heights, CA, APN # 211-0020-002 (the “Sylvan Site”).

B. Buyer proposes to purchase the Sylvan Site, as further described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (the “Property”), to commence a project that is suitable for the area and furthers the goals and objectives as detailed in Buyer’s Boulevard Plan.

C. After negotiating with Buyer over the course of the past year, Seller has determined that it desires to sell the Property to Buyer.

The Parties therefore agree as follows:

**ARTICLE 1**

**PURCHASE AND SALE**

1.1 Purchase and Sale of the Property

Subject to the terms and conditions that follow, Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller. The purchase of the Property includes the land and all easements, licenses, and interests owned or held by Seller relating to the Property and shall be sold “AS IS.”

1.2 Purchase Price

(A) The purchase price of the Property shall be Three Million Four Hundred Thirty Thousand Dollars and 00/100 Cents ($3,430,000.00) (“Purchase Price”). The Purchase Price has been determined based on an appraisal of the Property prepared by Valbridge Property Advisors that determined the fair market value of the Property based on the square footage of the Property. In the event that a survey obtained by the Buyer shows that the Property is more or less than 11.44
acres, the Purchase Price shall be proportionately changed based on the actual square footage of the Property.

(B) Buyer will pay the Purchase Price to Seller, through the escrow (“Escrow”) created with Placer Title Company (“Escrow Holder” or “Title Company”), on the following terms and conditions:

(1) Escrow shall be opened at the Escrow Holder at the address specified in Article 5 below.

(2) Title to the Property shall be conveyed by the Seller to the Buyer by a fully executed and notarized grant deed for the Property (“Grant Deed”) in the form attached as Exhibit B and shall be conveyed pursuant to a lot line adjustment approved by the City making the Property a separate parcel. Buyer shall accept the Grant Deed using the Certificate of Acceptance in the form attached as Exhibit C. The original of the Grant Deed for the Property shall be deposited in Escrow by Seller.

(3) The Buyer shall have approved the “Preliminary Title Report” (as hereinafter defined) for the Property and any exceptions stated therein pursuant to the terms of this Agreement.

1.3 Deposits

No later than five (5) business days after signature and ratification of the Agreement by the Parties, the Buyer shall deposit into Escrow, as a refundable deposit, an amount of One Hundred Thousand dollars ($100,000.00) (“Initial Deposit”). At the end of the Feasibility Period, as defined below, Buyer shall deposit an additional Fifty Thousand dollars ($50,000.00) (the “Additional Deposit”) into Escrow. The Initial Deposit and Additional Deposit shall both be credited to the total Purchase Price. The Initial Deposit and the Additional Deposit shall be released at the Close of Escrow, unless this Agreement is terminated prior to Close of Escrow, in which case the Initial Deposit and the Additional Deposit shall be disbursed as set forth in this Agreement.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Seller’s Representations and Warranties

Seller represents and warrants to the Buyer as of the date of this Agreement, which representations and warranties shall continue to be true and correct for the term of this Agreement and as of the Close of Escrow, as follows:

(A) No Commitments or Agreements

Except as specifically disclosed to Buyer in writing or otherwise known to the best knowledge of Buyer, Seller has made no written commitments or agreements
materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) **Liens**

Except as specifically disclosed to Buyer in writing or otherwise known to the best knowledge of Buyer, to the best of Seller’s knowledge, there are no mechanics’, materialmen’s or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller’s behalf.

(C) **Rights of Possession**

Except as specifically disclosed to Buyer in writing or otherwise known to the best knowledge of Buyer, there are not as of the date of this Agreement, nor will there be as of the Close of Escrow, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Property and no persons shall have any right of possession to the Property as of the Close of Escrow or at any time thereof.

(D) **Ownership and Encumbrances**

Seller has not and shall not, prior to Close of Escrow without the prior written consent of Buyer, which consent may be given or denied in Buyer’s absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any other agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(E) **Full Power and Authority**

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer violates or shall violate any contract, agreement or instrument to which Seller is a party. Seller has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Seller upon approval by Seller’s Board of Trustees, and no other action by Seller is requisite to the valid and binding execution, delivery, and performance of this Agreement by Seller. Seller is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(F) **Litigation**

Except as specifically disclosed to Buyer in writing, or otherwise known to the best of Seller’s knowledge, there are no actions, suits, claims or legal or other proceedings pending (based upon proper service of process having been
accomplished) or, to the best of Seller’s knowledge, threatened against Seller, which could materially adversely affect Seller’s ability to consummate this transaction and to convey the Property to the Buyer.

(G) Reports

To the best of Seller’s knowledge, Seller has made available to the Buyer all third party professional reports within its possession concerning the Property.

(H) Environmental Laws/Hazardous Materials

Except as disclosed in writing by Seller and except for petroleum products used in automobiles and equipment, to the best of Seller’s knowledge: (i) there has been no production, storage or disposal on the Property of any Hazardous Material (as defined below) by Seller or, to the best of Seller’s knowledge, by any previous owner or tenant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in or under Property or allowed to pass on, under or through the Property at any time during or prior to Seller’s ownership of the Property; (iii) Seller has complied with all laws, regulations, and ordinances (“Environmental Laws”) relating to the use of all Hazardous Materials used on the Property; (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to the use, production, storage, release or migration of Hazardous Materials on, through or across the Property; and (v) there is no contamination of Hazardous Materials on, at, about, or within the Property, except as has been identified through Buyer’s environmental site assessment work. “Hazardous Material” means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California or the United States; (ii) defined as an “acutely hazardous waste,” “extremely hazardous waste,” “hazardous waste,” or “waste” under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code, or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code Division 20 Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (ix) defined as a “hazardous substance” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; (x) any flammable substances or explosives; or (xi) any radioactive material.
(I) Notices

To the best of Seller’s knowledge, the Seller has made all disclosures, including any natural hazard disclosures known to Seller, and provided all notices to Buyer which are required by Section 25359.7 of the California Health and Safety Code.

(J) Compliance with Law

Seller has not received any written notice stating that the Property violates any federal, state, municipal and other governmental statutes, ordinances, bylaws, rules, regulations or any other legal requirements and which have not been cured.

(K) Best Knowledge

For purposes of this Section 2.1, the phrase “best of Seller’s knowledge” means the actual knowledge of Frank Camarda, acting in his representative capacity, on behalf of, and for, the Seller only, after reasonable and diligent inquiry and investigation.

(L) To the best of Seller’s knowledge, Seller is not in default of any of its obligations or liabilities pertaining to the Property, nor are there any existing facts, circumstances, conditions, or events that would constitute or result in any default on the giving of notice, the passage of time, or both.

(M) Seller has not:

(1) Made a general assignment for the benefit of creditors;

(2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;

(3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;

(4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;

(5) Admitted in writing its inability to pay its debts as they come due; or

(6) Made an offer of settlement, extension, or composition to its creditors generally.

(N) Neither this Agreement, nor anything to be done hereunder, violates or will violate any contract, agreement, or instrument to which Seller is a party, or which to the best of Seller’s knowledge affects the Property. The signature, consent, or acknowledgment of no other person or entity is necessary to validate the signing of this Agreement by Seller or to permit its sale of the Property to Buyer.
2.2 Buyer’s Representations and Warranties

(A) **No Commitments or Agreements**

Except as specifically disclosed to Seller in writing or otherwise known to the best of Seller’s knowledge, Buyer has made no written commitments to or agreements with any governmental authority or agency materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) **Ownership and Encumbrances**

Buyer shall not, prior to Close of Escrow without the prior written consent of Seller, which consent may be given or denied in Seller’s absolute discretion, enter into any lien, encumbrance, easement or license agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(C) **Full Power and Authority**

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer, violates or shall violate any contract, agreement or instrument to which Buyer is a party. Buyer has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Buyer upon approval by Buyer’s City Council, and no other action by Buyer is requisite to the valid and binding execution, delivery, and performance of this Agreement by Buyer.

(D) **Litigation**

Except as specifically disclosed to Seller in writing, or otherwise known to the best of Seller’s knowledge, there are no actions or proceedings pending or threatened against Buyer, which does or will materially adversely affect Buyer’s ability to consummate this transaction and to acquire the Property from the Seller.
(E) **Change of Representation or Warranty**

In the event Buyer acquires knowledge that any such representation or warranty is no longer accurate, Buyer shall immediately advise Seller of same.

(F) **Best Knowledge**

For purposes of this Section 2.2, the phrase “best of Buyer’s knowledge” means the actual knowledge of City Manager, Christopher W. Boyd, acting in his representative capacity, on behalf of, and for, the Buyer only, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Buyer, including all of its officers and directors.

### ARTICLE 3

**CONDITIONS PRECEDENT**

3.1 **Conditions Precedent to Closing of Escrow**

The obligation of the Buyer and the Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The Buyer and the Seller agree that each will, in good faith, endeavor to remove all said contingencies and conditions that are within its control. The following are conditions precedent to the Close of Escrow:

(A) The Buyer must pay the Purchase Price to the Seller by depositing sufficient funds with the Escrow Holder in advance of the time necessary to close escrow pursuant to Section 4.3 of this Agreement;

(B) Prior to the “Closing Date” (as hereinafter defined), the Parties will deposit with the Escrow Holder the title insurance and escrow closing costs for which they are responsible. The Escrow Holder will place all sums deposited into an Escrow account;

(C) The Title Company will be prepared to issue the “Title Policy” (as hereinafter defined) in the name of the Buyer for marketable title, free of restrictions, liens, and encumbrances except for those restrictions, liens, and encumbrances specifically allowed by Section 4.4 below, or otherwise approved in writing by the Buyer;

(D) Buyer’s City Council shall have approved this Agreement;

(D) Seller’s Board of Trustees shall have approved this Agreement;

(E) Escrow must not have been canceled or this Agreement terminated;

(F) The Buyer’s and the Seller’s covenants, representations, and warranties shown above are true as of the Close of Escrow; and
ARTICLE 4
ESCROW PROVISIONS

4.1 Escrow, Escrow Holder, and Opening of Escrow

Buyer’s delivery to Escrow Holder of a fully executed original of this Agreement constitutes the opening of Escrow.

4.2 Escrow Instructions

The Parties shall provide a copy of this Agreement, supplemental escrow instructions, signed by both Parties, and any other document necessary to consummate the purchase of the Property and to close escrow as contemplated by this Agreement to the Escrow Holder.

4.3 Close of Escrow

Escrow for the Property shall close upon the recordation of the Grant Deed in accordance with the terms and conditions hereof (“Close of Escrow” or “Closing Date” or “Closing”). Escrow will close on or before thirty (30) calendar days after the expiration of the Feasibility Period, as such period may be extended pursuant to Section 4.6, if Buyer gives the Approval Notice, unless otherwise extended by mutual written agreement between the Buyer and Seller or Buyer elects an escrow extension. Any extension of the Close of Escrow shall not be effective unless and until a fully executed (by Buyer and Seller) original of any such written extension is provided to the Escrow Holder. In any event, the Close of Escrow shall only occur after all conditions set forth in this Agreement have been satisfied or waived.

4.4 Preliminary and Supplemental Title Reports

Within five (5) calendar days following the Effective Date, Seller must instruct Escrow Holder to obtain and provide Buyer with a preliminary title report with respect to the Property (“Preliminary Title Report”), together with copies of the instruments underlying all exceptions that are referred to in the Preliminary Title Report (collectively, the “Title Documents”). Buyer may review and approve the Preliminary Title Report and the Title Documents for a period of thirty (30) calendar days following Buyer’s receipt of the Title Documents (“Title Review Period”). If Buyer is not satisfied with the Preliminary Title Report and the Title Documents, Buyer shall inform Seller, by a writing delivered to Seller indicating any deficiencies, and Seller shall have ten (10) calendar days to cure such deficiencies (“Cure Period”). If Buyer fails to disapprove any item in the Preliminary Title Report by a writing delivered to Seller and Escrow Holder by the expiration of the Title Review Period or within five (5) calendar days after Seller cures any deficiencies, then Buyer will be conclusively considered to have approved the item.
If Seller fails to cure any deficiencies, Buyer may elect to either proceed with the Closing in which event Buyer shall take title to the Property subject to any of the uncured deficiencies, or to terminate this Agreement by providing the Seller with written notice of such termination in which event the Initial Deposit shall be returned to the Buyer.

4.5 Condition of Title

At the expiration of the Title Review Period or the Cure Period, if applicable, all matters contained in the Title Documents that Buyer has approved, or is considered to have approved, are “Permitted Exceptions.”

Seller must convey the Property to Buyer in fee simple title, which must be, except for the Permitted Exceptions, free and clear of all known mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exception, assessments, taxes, or other defects in title.

4.6 Feasibility Period

Buyer shall have a period of sixty (60) calendar days after, but not including, the Effective Date (“Feasibility Period”) to review the condition of the Property and to conduct any and all appropriate geological, environmental, engineering, safety and other inspections it determines necessary, including but not limited to testing related to Buyer’s environmental review of the Property, including any testing recommended by the Phase I Environmental Report obtained by the Buyer as part of a Phase II. The Feasibility Period may be extended by mutual written agreement between the parties. Buyer’s obligation to purchase the Property is conditioned upon the satisfaction of the following prior to the expiration of the Feasibility Period:

(A) Buyer’s approval of and satisfaction in its sole discretion with the physical condition of the Property and all tests, inspections, and studies to be conducted by or on behalf of Buyer, including, without limitation, any environmental assessments.

(B) Buyer’s determination in its sole discretion that the Property is suitable for Buyer’s intended uses.

Buyer shall have the right, for any reason or no reason, during the Feasibility Period, to terminate this Agreement and receive a return of the Initial Deposit. If Buyer fails to give Seller a written notice approving the Property (“Approval Notice”), on or prior to the expiration of the Feasibility Period, then this Agreement will automatically terminate and the Initial Deposit shall be returned immediately to Buyer.

(C) Buyer shall provide information to Seller regarding all reports, studies and documents related to the Property which are generated as a result of any testing, inspections or studies conducting during the Feasibility Period, including the name of the preparers of such reports.
4.7 Escrow Closing Costs

(A) Seller shall pay the costs associated with this transaction as follows:

(1) Any documentary transfer tax imposed by the County.

(2) All special taxes or assessments for the period prior to the Closing Date.

(3) Three and one-half percent (3.5%) of the Purchase Price for the cost of Seller’s broker’s commission related to Seller’s broker, 3D Strategies, Inc.

(B) Buyer shall pay the costs associated with this transaction as follows:

(1) The cost of a standard form CLTA (California Land Title Association) title insurance policy issued by the Escrow Holder as the “Title Insurer,” and covering the Property for the Purchase Price and any endorsements ordered by Buyer (“Title Policy”).

(2) The Escrow Holder’s fees and other closing costs not specifically attributable to Seller in Section 4.6(A).

(3) Any recording fees or documentary transfer tax imposed by the County, or portion thereof for which the Seller is otherwise exempt.

(4) All special taxes or assessments (including any escaped assessments) which are attributable for the period after to the Closing Date.

4.8 Obligations of Buyer

If all of the conditions precedent have been met or waived and Buyer has delivered an Approval Notice, then by Close of Escrow, Buyer must deposit with Escrow Holder, in immediately available funds, the Purchase Price minus any Initial or Additional Deposit previously deposited with the Escrow Holder plus all other amounts for which Buyer is responsible. Buyer must deposit a Certificate of Acceptance meeting the requirements of California Government Code Section 27281. Buyer must also deposit a Preliminary Change of Ownership Statement, if required.

4.9 Obligations of Seller

In addition to fulfilling any other obligations required by this Agreement, by Close of Escrow, Seller must deposit into Escrow:
(A)  The Grant Deed in recordable form and duly signed and acknowledged by Seller;

(B)  All sums necessary to deliver free and clear title subject only to the Permitted Exceptions;

(C)  Documents reasonably required of Seller by Escrow Holder to carry out Close of Escrow. By the Close of Escrow, Seller must sign and deposit with Escrow Holder an original California Form 593-C and Certification of Non-Foreign Status (FIRPTA Certificate); and

(D)  Such proof of Seller’s authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

4.10  Pro Forma Title Report & Estimated Closing Statement

The Escrow Holder must request from the Title Company a “Pro Forma Title Policy” at least twenty (20) calendar days before the Close of Escrow and must deliver it to Buyer for Buyer’s approval before the Close of Escrow. The Escrow Holder must deliver to the Buyer and Seller an estimate of Closing Costs at least twenty (20) calendar days before the Close of Escrow.

4.11  Title Policy

Escrow Holder must deliver to Buyer, through Escrow, a CLTA owner’s standard policy of title insurance insuring Buyer as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, in an amount equal to the Purchase Price, issued by Title Company and dated as of the Close of Escrow with such endorsements as requested by Buyer.

4.12  Recording of Documents and Delivery of Funds

On receipt of the funds and instruments described in this Article 4, and on the satisfaction or waiver of the conditions precedent to Close of Escrow, Escrow Holder must:

(A)  Cause the Grant Deed and other documents as specified in this Agreement to be recorded in the Office of the County Recorder of the County of Sacramento, California;

(B)  Disburse to Seller the cash portion of the Purchase Price, less any Deposits withdrawn by the Seller during the Escrow, less any Closing Costs owed by Seller under this Agreement, plus any interest earned on the Deposit;

(C)  Deliver conformed copies of the Grant Deed and all other appropriate documents to Buyer and Seller on Close of Escrow; and

(D)  Deliver an original of the FIRPTA Certificate to Buyer and Seller on Close of Escrow.
4.13 Cancellation of Escrow and Default

(A) Default.

If either party should fail to timely perform its obligations under this Agreement the other Party may give written notice of the failure to perform (“Default”), which notice shall specify the Default and provide the defaulting party with ten (10) days to cure such Default or if such Default cannot be cured within such period to commence and to diligently pursue cure of the Default. Failure to cure a Default, or when applicable to diligently pursue cure of the Default, within the time set forth above shall be considered an “Event of Default.”

(A) Escrow Cancellation Charges

If Escrow fails to close because of an Event of Default of either Party and through no fault of the non-defaulting Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, then Buyer and Seller will equally split all Escrow cancellation charges. Except as set forth in subsection (B) below, in no event shall either Party be entitled to damages as a result of a Default by the other Party.

(B) Liquidated Damages

If Buyer causes an Event of Default in the performance of this Agreement, the Parties agree that Seller shall be released from any obligation to sell the Property to Buyer and may retain, as liquidated damages fifty percent (50%) of the Deposit, then deposited into Escrow, copies of all reports, surveys, planning documents, and all environmental and CEQA (California Environmental Quality Act) documents and other documents related to the use of the Property, provided, however, Seller may only rely upon such reports, studies and documents if Seller obtains written permission from the preparers of such reports, studies and documents. Seller agrees that such materials are reasonable compensation for what Seller’s damages would be in the Event of a Default by Buyer. Upon cancellation by either Party due to the Event of Default by the Buyer, Escrow Holder shall disburse to Seller fifty percent (50%) of the Deposit in the Escrow Account, with the remainder of this Deposit (minus Escrow cancellation charges) returned to Buyer.

Initialed by Buyer: ___________ Initialed by Seller: ___________

4.14 Signing of Other Documents; Compliance with Regulations

The Parties will do all things and sign all documents that are reasonably necessary for Close of Escrow to occur. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities. On behalf of Buyer, the City Manager shall have authority to execute all documents.
necessary to close escrow. On behalf of Seller, the Assistant Superintendent Facilities & Transportation shall have authority to execute all documents necessary to close escrow.

ARTICLE 5
NOTICES

5.1 Notices

All notices under this Agreement must be in writing. All notices must be sent with postage fully prepaid and be addressed to the respective Parties as set forth below or to other addresses and persons as the Parties may designate by written notice to the other Parties. The Notices will be effective:

(A) When personally delivered by the other Party or messenger or courier of the other Party;

(B) Three (3) business days after deposit in the United States mail, registered or certified;

(C) The first business day following twenty four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or

(D) The first business day upon receipt of an email or fax transmission, if a hard copy of the transmission is thereafter delivered in one of the methods described in (A) through (C) above. However, emails or facsimiles sent after 5:00 p.m. PST, or PDT as applicable, are considered to have been sent the next business day.

If to Seller:

San Juan Unified School District
Attn: Frank Camarda
Assistant Superintendent of Operations, Facilities, and Transportation
3738 Walnut Ave
Carmichael, CA 95608
Telephone: (916) 971-7700
Email: Frank.Camarda@sanjuan.edu

with copy to:

Lozano Smith, LLP
Attn: Megan Macy
One Capitol Mall, Suite 640
Sacramento, California 95814
Telephone: (916) 329-7433
Email: mmacy@lozanosmith.com
ARTICLE 6
ACCESS TO PROPERTY AND INDEMNIFICATION

6.1 License

Seller grants Buyer a license to access the Property during the term of this Agreement to investigate the Property. Buyer shall provide Seller twenty-four hours' notice prior to accessing the Property and shall notify the Seller, in writing, if it intends to conduct any testing on the Property.

6.2 Indemnity and Insurance

The Buyer shall indemnify, defend by counsel reasonably acceptable to Seller, and hold Seller, its governing board and employees harmless from and against any and all costs, expenses, claims, demands, losses, injuries or liens, (including, without limitation, mechanics' liens) including reasonable attorneys' fees, arising from or in any fashion related to the entry and conduct by the Buyer, its representatives, employees or invitees on the Property relating to any testing or investigations of the Property except with respect to any loss or liability incurred by Seller resulting from the mere discovery by the Buyer of the presence of hazardous materials at the Property or the existence of other defects with respect to the Property, except to the extent resulting from, arising from or occasioned in whole or in part by any negligence or willful misconduct of Seller, its
board members, officers, agents, broker, and/or employees. The provisions of this Section shall survive the termination of this Agreement.

6.3 Testing

In the event Buyer performs testing or destructive investigation of the Property, Buyer shall be responsible for returning the Property to the condition existing prior to Buyer’s access to and testing and investigation of the Property.

ARTICLE 7  
MISCELLANEOUS PROVISIONS

7.1 Entire Agreement, Waivers, and Amendments

This Agreement supersedes all negotiations and previous agreements between the Parties related to the purchase and sale of the Property. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both Parties.

7.2 Exhibits

Exhibits “A-1,” “A-2,” and “B,” attached to this Agreement are made a part of this Agreement by this reference. The Exhibits are as follows:

“A-1” - LEGAL DESCRIPTION OF LAND  
“A-2” - MAP DEPICTING LAND  
“B” - GRANT DEED  
“C” - PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

7.3 Effect of Recitals

The Recitals shown above are considered true and are binding on Seller and Buyer.

7.4 Section References

Any reference to any Section of this Agreement cited without a decimal includes all Sections following the cited Section. For example, a reference to Section 5 includes 5.1, 5.1(a), et seq.

7.5 Commissions or Brokerage Fees

Brokerage fees shall be three and one-half percent (3.5%) of the Purchase Price. Seller shall be responsible for three and one-half percent (3.5%) of brokerage fees related to this Agreement as set forth in Section 4.7, which 3.5% brokerage fee of the Seller shall be paid out of the Purchase Price at the Close of Escrow.
7.6 Dispute Resolution

If a dispute arises relating to the interpretation of, enforcement of or compliance with the terms of this Agreement, the Seller and the Buyer shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice, and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) calendar days following the written notice, it may be referred to mediation upon the request of either Party for a period not to exceed an additional sixty (60) calendar days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party’s obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties shall agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process. The cost of such proceeding shall initially be borne equally by the Parties.

7.7 Attorney’s Fees and Costs

In the event of any legal proceeding arising out of or relating to this Agreement, the Parties hereto shall bear their own attorneys’ fees and costs.

7.8 Third-Party Beneficiaries

This Agreement confers no rights on any party except the signatories to this Agreement.

7.9 Binding on Heirs

This Agreement is binding on the Parties hereto and their respective heirs or representatives, and their permitted transferees, successors, and assigns.

7.10 Assignment

Neither Party shall have the right to transfer or assign any of its rights or obligations under this Agreement.

7.11 Obligations Survive Close of Escrow

All obligations to be performed at a time after the Close of Escrow, whether specifically referred to as surviving the Close of Escrow or not, and all covenants, representations and warranties of the Parties, will survive the Close of Escrow.

7.12 Severability

If a court of competent jurisdiction holds any provision in this Agreement to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.
7.13 **Governing Law**

This Agreement must be construed according to its fair meaning and as if prepared by both Buyer and Seller. This Agreement must be construed in accordance with the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

7.14 **Time is of the Essence**

Time is of the essence in this Agreement.

7.15 **Casualty or Condemnation**

If, prior to Close of Escrow, the Seller becomes aware that all or any material portion of the Property has been destroyed, substantially damaged, or subjected to a threat of condemnation, or has become the subject of any proceedings, judicial, administrative, or otherwise with respect to a taking by eminent domain or condemnation, then the Seller shall promptly give the Buyer notice thereof and grant the Buyer immediate physical access to inspect any damage and the Buyer, at its sole option, may, within ten (10) days following such notification elect to terminate this Agreement by giving the Seller written notice thereof, in which event the Parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder and the Deposit shall be released to the Buyer. For the purposes of this Section, the term "material portion" refers to twenty (20%) or more of the usable and buildable square footage of the Property. If the Buyer chooses not to terminate this Agreement and elects to complete the transaction contemplated hereunder, then this Agreement shall remain in full force and effect and the transfer of the Property, less any portion taken by eminent domain or condemnation, shall be consummated as contemplated by this Agreement, with such adjustment in the Purchase Price as shall be mutually agreed upon by the Parties, provided, however, in the event that the Parties cannot mutually agree on the amount of the adjustment in the Purchase Price within sixty (60) days of such damage, then the Seller shall be entitled to terminate this Agreement by giving written notice to the Buyer setting forth that this Agreement is terminated pursuant to this section. In the event this Agreement is terminated pursuant to this Section, then (1) the Seller shall have no obligation to convey any portion of the Property, or any other interest in the Property to the Buyer; (2) the Seller shall have no further obligation or duty under this Agreement (except for any provisions that expressly survive the termination of this Agreement); and (3) the Deposit shall be returned to the Buyer. If this Agreement is not terminated pursuant to this Section at the Close of Escrow, the Seller shall transfer to the Buyer all of its right, title, and interest in and to any insurance proceeds, if any, resulting from any casualty or any awards that have been or may thereafter be made for any taking or condemnation.
7.16  **Headings**

Headings at the beginning of each Article and Section are solely for the convenience of the Parties and must not to be construed as enlarging or limiting the language following the headings.

7.17  **Nondiscrimination**

Buyer and Seller must not discriminate against any person because of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

7.18  **Rights and Remedies are Cumulative**

Unless stated otherwise in this Agreement, the rights and remedies of the Parties are cumulative. A Party’s exercise of any of its right or remedies will not preclude its exercise, at the same or at different times, of any other rights or remedies for the same, or any other default.

7.19  **Cooperation**

At Buyer’s request, Seller must provide Buyer copies of all planning, engineering, architectural and other project documents, and all modifications to those documents, relating to the Property.

7.20  **Possession of Property**

The Parties agree that Buyer may take possession of the Property for all purposes immediately following the Close of Escrow.

7.21  **Business Days and Calendar Days**

In this Agreement; “business days” means days other than Saturdays, Sundays, and federal and state legal holidays and “calendar days” means all days in a month, including Saturdays, Sundays, and federal and state legal holidays. If the time for performance of an obligation under this Agreement falls on other than a business day, the time for performance shall be extended to the next business day.

7.22  **Force Majeure**

No Party shall be deemed to be in default where failure or delay in the performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond a Party’s control, shortage of materials, prohibitory court actions (such as restraining orders or injunctions) or other causes beyond a Party’s control. If any such
events shall occur, the time for performance by any Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

7.23 Broker

Buyer represents and warrants to Seller that Buyer has not incurred, and shall not have incurred as of the Close of Escrow, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller represents and warrants to Buyer that Seller has not incurred, and shall not have incurred as of the Close of Escrow, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement, other than to 3D Strategies, Inc. Seller and Buyer hereby agree to defend, indemnify and hold harmless the other from and against any and all claims of any other person claiming a brokerage fee or commission through the indemnifying party. The provisions of this Section 7.23 shall survive the Close of Escrow or termination of this Agreement.

7.24 Effective Date.

This Agreement shall only be effective and the Effective Date shall only occur after both the City Council of the City of Citrus Heights and the Board of Trustees for the San Juan School District have approved this Agreement and the Agreement has been executed by both parties.

7.25 Facsimile Signatures

Signatures delivered by facsimile shall be as binding as originals upon the Parties so signing and delivering, provided that original signatures are provided no later than five (5) business days after delivery of the facsimile signature. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement.

SELLER:

SAN JUAN UNIFIED SCHOOL DISTRICT

By_____________________
President of the Board of Trustees of the San
Juan Unified School District

ATTEST:

By
Clerk of the Board of Trustees of the
San Juan Unified School District
BUYER: CITY OF CITRUS HEIGHTS

By__________________________________

Name _______________________________

Title_________________________________

APPROVED AS TO FORM:

Legal Counsel to Buyer

By__________________________________
ACKNOWLEDGMENT AND ACCEPTANCE

We acknowledge receipt of an original of the foregoing Escrow Instructions and the enclosures listed, and we agree to act as Escrow Holder under the terms and conditions of the instructions.

PLACER TITLE COMPANY

By_______________________________ Dated ________________, 2018
Its:  Authorized Officer
EXHIBIT A
LEGAL DESCRIPTION
NEW LEGAL DESCRIPTION PARCEL 1 THE EXISTING SYLVAN SCHOOL
PAGE 1 OF 2

BEING LOCATED IN THE CITY OF CITRUS HEIGHTS AND BEING ALL THAT PORTION OF THE NORTHWEST ONE-
QUARTER (1/4) OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 6 EAST M.D.M., BEING THAT CERTAIN REAL
PROPERTY RECORDED IN BOOK 3345 OF DEEDS AT PAGE 138 AND A PORTION OF THAT CERTAIN RECORD OF SURVEY
ON FILE IN THE OFFICE OF THE RECORDER IN BOOK 91 OF SURVEYS AT PAGE 10, COUNTY OF SACRAMENTO, STATE
OF CALIFORNIA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID RECORD OF SURVEY SAID POINT BEING COMMON TO THE
SOUTHEAST CORNER OF AFORESAID DEED RECORDED IN BOOK 3345 OF DEEDS AT PAGE 138 SAID POINT OF
BEGINNING BEING ON THE NORTHERLY RIGHT OF WAY OF AUBURN BOULEVARD.

THENCE THE FOLLOWING FOURTEEN (14) COURSES:

1. ALONG THE NORTHERLY RIGHT OF WAY OF AUBURN BOULEVARD SOUTH 64°50’00” WEST 60.28 FEET;
2. ALONG THE NORTHERLY RIGHT OF WAY OF AUBURN BOULEVARD SOUTH 66°52’00” WEST 364.69 FEET TO A
   CURVE TO THE RIGHT;
3. LEAVING THE NORTHERLY RIGHT OF WAY OF AUBURN BOULEVARD ALONG A CURVE TO THE RIGHT WITH A
   RADIUS OF 20 FEET HAVING A CENTRAL ANGLE OF 89°58’58: WITH AN ARC LENGTH OF 31.41 FEET
   SUBTENDED BY A CHORD OF NORTH 68°08’00” WEST 28.28 FEET TO A POINT ON THE EASTERLY LINE OF
   SYLVAN PARK UNIT NUMBER 3 RECORDED IN BOOK 49 OF MAPS AT PAGE 18 ON FILE IN THE OFFICE OF THE
   RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA;
4. ALONG SAID EASTERLY LINE NORTH 23°08’00” WEST 40.02 FEET (40.00 FEET PER AFORESAID DEED 3345 OF
   OFFICIAL RECORDS PAGE 138) TO A CURVE TO THE RIGHT;
5. ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1450.06 FEET HAVING A CENTRAL ANGLE OF 23°08’00”
   WITH AN ARC LENGTH OF 585.47 FEET SUBTENDED BY A CHORD OF NORTH 11°33’40” WEST 581.50 FEET
   SAID LINE BEING THE EASTERLY LINE OF AFORESAID SYLVAN PARK NUMBER 3;
6. CONTINUING ALONG THE AFORESAID EASTERLY LINE OF SYLVAN PARK UNIT NUMBER 3 NORTH 292.00 FEET
   TO A CURVE TO THE LEFT;
7. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1319.55 FEET HAVING A CENTRAL ANGEL OF 06°04’43”
   WITH AN ARC LENGTH OF 140.00 FEET SUBTENDED BY A CHORD OF NORTH 03°02’22” WEST 139.93 FEET TO
   THE NORTHEAST CORNER OF LOT 158 OF AFORESAID SYLVAN PARK UNIT NUMBER 3 BEING COMMON TO
   THE SOUTHEAST CORNER OF LOT 174 OF SYLVAN PARK UNIT NUMBER 4 FILED IN BOOK 52 OF MAPS AT
   PAGE 24 COUNTY OF SACRAMENTO;
8. CONTINUING ALONG A CURVE TO THE LEFT SAID CURVE BEING THE EASTERLY LINE OF SYLVAN PARK UNIT
   NUMBER 4, WITH A RADIUS OF 1319.55 FEET HAVING A CENTRAL ANGLE OF 10°17’15” WITH AN ARC
   LENGTH OF 236.93 FEET SUBTENDED BY A CHORD OF NORTH 11°13’22” WEST 236.61 FEET TO A REVERSE
   CURVE TO THE RIGHT;
9. ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1267.55 FEET HAVING A CENTRAL ANGLE OF 00°41’05”
   WITH AN ARC LENGTH OF 15.15 FEET SUBTENDED BY A CHORD OF NORTH 16°01’28” WEST 15.15 FEET TO A
   POINT ON THE SOUTHERLY LINE OF SYLVAN PARK UNIT NUMBER 5;
10. ALONG THE SOUTHERLY LINE OF SYLVAN PARK UNIT NUMBER 5 NORTH 89°31’28” EAST 596.39 FEET TO A
    POINT ON THE WESTERLY LINE OF AFORESAID RECORD OF SURVEY FILED IN BOOK 91 OF SURVEYS AT PAGE
    10;
11. ALONG THE WESTERLY LINE OF SAID RECORD OF SURVEY SOUTH 00°28'32" EAST 631.52 FEET;
12. LEAVING SAID WESTERLY LINE SOUTH 89°59'31" EAST 164.00 FEET;
13. SOUTH 00°01'16" WEST 423.94 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF AUBURN
BOULEVARD SAID POINT BEING ON A CURVE WITH A RADIUS OF 760.00 FEET AS SHOWN ON AFORESAID
RECORD OF SURVEY;
14. ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 760.00 FEET HAVING A CENTRAL ANGLE OF 01°30'47"
WITH AN ARC LENGTH OF 20.07 FEET SUBLTENDED BY A CHORD OF SOUTH 55°28'46" WEST 20.07 FEET;
15. SOUTH 65°39'34: WEST 156.76 FEET TO THE POINT OF BEGINNING.

 CONTAINING: 728,484.11 SQUARE FEET OR 16.72 ACRES +/-

BASIS OF BEARING FOR THIS DESCRIPTION IS IDENTICAL TO THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 91 OF
SURVEYS AT PAGE 10 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

END OF DESCRIPTION

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762
April 29, 2019
EXHIBIT “B”

FORM OF GRANT DEED
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

____________________________________
____________________________________
____________________________________

MAIL TAX STATEMENTS TO:
Same as above

Recording of this document is fee-exempt under Government Code Section 6103. No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code Section 11922.

GRANT DEED

Assessor’s Parcel Number: _________________

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, SAN JUAN UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California (“Grantor”), hereby grants to CITY OF CITRUS HEIGHTS, a municipal corporation (“Grantee”), that certain real property in the County of Sacramento, State of California described in Exhibit A to Grant Deed attached hereto and incorporated herein, together with all buildings and improvements located thereon, subject to any covenants, conditions, restrictions, easements and other matters of record (the “Property”).

In witness whereof, Grantors have caused this Grant Deed to be executed as of the _____ day of _________________, 20____.
GRANTOR:

SAN JUAN UNIFIED SCHOOL DISTRICT,
a California public school district

By__________________________________
Name _______________________________
Title_________________________________

By__________________________________
Name _______________________________
Title_________________________________

MAIL TAX STATEMENTS TO GRANTEE AS SET FORTH ABOVE
STATE OF CALIFORNIA

COUNTY OF ________________________

On _______________, 20__ before me, ______________________(here insert name and title of the officer), personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
BEING LOCATED IN THE CITY OF CITRUS HEIGHTS AND BEING ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 6 EAST M.D.M., AND BEING DESCRIBED AS FOLLOWS:

ALL OF THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 91 OF SURVEYS AT PAGE 10 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA;

EXCEPTING THEREFROM THE FOLLOWING

BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID RECORD OF SURVEY SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF AUBURN BOULEVARD.

THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING SIX (6) COURSES:

1. NORTH 00°31’32” WEST 397.07 FEET;
2. NORTH 00°28’32” WEST 120.90 FEET;
3. SOUTH 89°59’31” EAST 164.00 FEET;
4. SOUTH 00°01’16” WEST 423.94 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF AUBURN BOULEVARD;
5. ALONG THE NORTHEASTERLY RIGHT OF WAY OF AUBURN BOULEVARD ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 760.00 FEET HAVING A CENTRAL ANGLE OF 01°30’47” WITH A ARC LENGTH OF 20.07 FEET SUBTENDED BY A CHORD OF SOUTH 55°28’46” WEST 20.07 FEET;
6. SOUTH 65°39’34” WEST 156.76 FEET TO THE POINT OF BEGINNING.

CONTAINING: 496,589.84 SQUARE FEET OR 11.40 ACRES +/-

BASIS OF BEARING FOR THIS DESCRIPTION IS IDENTICAL TO THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 91 OF SURVEYS AT PAGE 10 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

END OF DESCRIPTION

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762
FEBRUARY 2019
EXHIBIT “C”

FORM OF CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the Grant Deed dated __________, 2019, from SAN JUAN UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under the laws of the State of California, to the CITY OF CITRUS HEIGHTS is hereby accepted by the undersigned officer on behalf of the CITY OF CITRUS HEIGHTS pursuant to authority conferred by the California Constitution and California Government Code, and the CITY OF CITRUS HEIGHTS consents to the recordation thereof by its duly authorized officer.

Dated: ____________________________

“BUYER”

CITY OF CITRUS HEIGHTS,

____________________________________

By: ______________________________________
Name:
Its:
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: I-4
MEETING DATE: 05/28/2019

SUBJECT: Proposed Revisions to Board Policy (BP) 0410 - Nondiscrimination In District Programs And Activities

DEPARTMENT: Legal Services

CHECK ONE:
For Discussion: ☒
For Action: ☐
Report: ☐
Workshop: ☐
Recognition: ☐
Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending the board discuss the proposed revisions to BP 0410 Nondiscrimination In District Programs And Activities

Action Anticipated: 06/11/2019

RATIONALE/BACKGROUND:
The purpose of this item is to present proposed revisions to BP 0410, Nondiscrimination In District Programs And Activities, to comply with new laws and to ensure compliance with the Federal Program Monitoring process.

ATTACHMENT(S):
A: Proposed BP 0410 revisions

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget: $ N/A
Additional Budget: $ N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☐ On-going ☐

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Linda C. T. Simlick, General Counsel

APPROVED BY: Kent Kern, Superintendent of Schools
San Juan USD
Board Policy
Nondiscrimination In District Programs And Activities

BP 0410
Philosophy, Goals, Objectives and Comprehensive Plans

The governing board is committed to equal opportunity for all individuals in education district programs and activities. District programs, and activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on actual or perceived sex, race, color, religion, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or the perception of one or more such characteristics, or association with a person or group with one or more of these actual or perceived characteristics. The board shall promote programs which ensure that discriminatory practices are eliminated in all district activities.

(cf. 1240 - Volunteer Assistance)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Interscholastic Competition)
(cf. 6164.4 - Individuals with Exceptional Needs)
(cf. 6164.6 - Identification and Education under Section 504)
(cf. 6178 - Vocational Education)
(cf. 6200 - Adult Education Program)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category.
 identified above.

(cf. 3540 - Transportation)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Annually, the superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The superintendent or designee shall report his/her findings and recommendations to the board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code section 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children’s right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the superintendent or designee. (Education Code section 234.7)

The district's nondiscrimination policy and related informational materials shall be published in
a format that parents/guardians can understand. In addition, when 15 percent or more of a school’s students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act ("ADA") and any implementing standards and/or regulations, and readily accessible to individuals with disabilities. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 7110 - Determining Needs)
(cf. 7111 - Evaluation of School Facilities to Meet Educational Needs)

The superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille; or large-print materials.

(cf. 6020 - Parent Involvement and Family Engagement)

Individuals with disabilities shall notify the superintendent or designee or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement and Family Engagement)
(cf. 9320 - Meetings)
(cf. 9322 - Agenda/Meeting Materials)

The below individual is hereby designated as the district’s ADA coordinator. The coordinator shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Manager, Risk Management
San Juan Unified School District
3738 Walnut Avenue
Carmichael, CA 95608
(916) 971-7036

The below position is designated as the district’s Title IX coordinator and is responsible for coordinating the district’s responses to complaints and for complying with state and federal civil
Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, application form, or other recruitment materials distributed to these groups.

(cf. 1312.3 — Uniform Complaint Procedures)
(cf. 5145.6 — Notifications Required By Law)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code section 48985, 20 USC 6311 and 6312)

(cf. 7110 — Determining Needs)

As a public school district, the district is committed to maintaining neutrality toward religion, neither promoting/encouraging student participation in religious activities nor discouraging students from observing the tenets of their religious faith. To that end, the Board encourages district staff to be sensitive to the accommodation of students' religious needs so that students are able to participate in school and extracurricular activities without undue burden on the free exercise of their religious beliefs.

School staffs should be familiar with the most significant religious holy days and avoid scheduling, to the extent practicable and within their control, important school activities on those days. The superintendent or designee shall annually provide to all school sites a calendar of major religious holy days. The school calendar should be prepared so as to minimize conflict with these religious holy days. Where conflicts are unavoidable, care should be taken to avoid scheduling on significant religious holy days activities that would be difficult to make up.

Students whose religious beliefs necessitate accommodation in some fashion are expected to inform appropriate school staff, including teachers, coaches, extracurricular advisors, or other appropriate staff, at the outset of the school year and request, in writing, such accommodation. Teachers will work with the student to accommodate the student's need to be absent without being penalized academically. Accommodation should follow the rule of reasonableness, which will depend on the particular facts of each case.

School administrators are directed to inform their teaching, coaching, and extracurricular staff of the provisions of this policy and oversee its implementation.
Students and parents/guardians shall be notified of this policy and Board policy 1312.3 (Uniform
Complaint Procedures) at the beginning of each school year. When necessary, this notification
and the district's nondiscrimination policy shall be published in English and provided in the
individual's primary language as required by law and shall state that the lack of English language
skills will not be a barrier to admission or participation in any district programs.

(cf. 1312.3 – Uniform Complaint Procedures)
(cf. 4030 – Nondiscrimination in Employment)
(cf. 5145.6 – Notifications Required by Law)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48980 Parental notifications
48985 - Notices to parents in language other than English
51007 Legislative intent: state policy
GOVERNMENT CODE
8310.3 California Religious Freedom Act
11000 Definitions
11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations
12900-12996 Fair Employment and Housing Act
54953.2 Brown Act compliance with Americans with Disabilities Act
PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-24145 Strengthening Career and Technical Education for the 21st Century Act
Perkins Vocational and Applied Technology Act
6311 – State plans
6312 Local education agency plans
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS
 Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
 Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013
 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
 Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
 Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS
 California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
 Protecting Students from Harassment and Hate Crime, January, 1999
 Notice of Non-Discrimination, January, 1999
 Dear Colleague Letter: Title IX Coordinators, April 2015
 Dear Colleague Letter, May 26, 2011
 Dear Colleague Letter: Harassment and Bullying, October 2010
 Notice of Non-Discrimination, Fact Sheet, August 2010
 Dear Colleague Letter: Electronic Book Readers, June 29, 2010


U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
 2010 ADA Standards for Accessible Design, September 2010
 Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS
 Web Content Accessibility Guidelines, December 2008

WEB SITES
 CDE: http://www.cde.ca.gov
 CSBA: http://www.csba.org
 California Department of Education: http://www.cde.ca.gov
 California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
 California Safe Schools Coalition: http://www.casafeschools.org
 Pacific ADA Center: http://www.adapacific.org
Policy SAN JUAN UNIFIED SCHOOL DISTRICT
adopted: June 9, 1992 Carmichael, California
effective: September 1, 1992
revised: January 27, 1998
revised: February 27, 2007
revised: March 24, 2015
revised: __________________, 2019
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM:  I-5

MEETING DATE:  05/28/2019

SUBJECT: Proposed Revisions to Board Policy (BP) 5145.3 - nondiscrimination/harassment

DEPARTMENT: Legal Services

CHECK ONE:
For Discussion: ☒
For Action: ☐
Report: ☐
Workshop: ☐
Recognition: ☐
Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending the board discuss the proposed revisions to BP 5145.3
Nondiscrimination/Harassment

Action Anticipated: 06/11/2019

RATIONALE/BACKGROUND:
The purpose of this item is to present proposed revisions to BP 5145.3, Nondiscrimination/Harassment, to
comply with new laws and to ensure compliance with the Federal Program Monitoring process.

ATTACHMENT(S):
A: Proposed BP 5145.3 revisions

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget: $ N/A
Additional Budget: $ N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☐ On-going ☐

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Linda C. T. Simlick, General Counsel

APPROVED BY: Kent Kern, Superintendent of Schools
San Juan USD
Board Policy
Nondiscrimination/Harassment

BP 5145.3
Students

The governing board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying targeted at any student by anyone of any student based on the student's actual or perceived race, color, ancestry, national origin, nationality, immigration status, ethnicity, ethnic group identification, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code section 234.1) Unlawful discrimination, including discriminatory harassment, intimidation, bullying or the creation of a hostile environment, may result from includes physical, verbal, nonverbal, or written conduct based on any of the categories listed above.

Unlawful discrimination, including discriminatory harassment, intimidation, bullying or the creation of a hostile environment, may result from includes physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the above identified categories with respect to the provision of opportunities to participate in school
programs or activities or the provision or receipt of educational benefits or services.

The board also prohibits any form of retaliation against any individual who files, reports, or otherwise participates in the filing, reporting, or investigation of a complaint or report alleging regarding an incident of unlawful discrimination, including discriminatory harassment, intimidation, or bullying. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. The superintendent or designee shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. The superintendent or designee shall report his/her/their findings and recommendations to the board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, bullying, or retaliation, in violation of law, board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code section 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of District Facilities and Grounds)
(cf. 3513 - Use of School Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331.5 - Professional Growth)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Interscholastic Competition)
(cf. 6164.2 - Guidance Services)

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, nationality, immigration status, ethnicity, ethnic group identification, ethnicity, age, religion, marital status, parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. (Education Code section 234.1; 5 CCR 4621)

The coordinator/compliance officer(s) may be contacted at:

General Counsel, Legal Services
3738 Walnut Avenue
Carmichael, CA  95608
(916) 971-7110; fax: (916) 971-7704
LegalServices@sanjuan.edu

Process for Initiating and Responding to Complaints

The general counsel or designee may assign other staff to investigate based on the nature of the complaint as directed under BP/AR 1312.3, Uniform Complaint Procedures.

Any student who feels that he/she/they has been subjected to unlawful discrimination, including discriminatory harassment, intimidation, or bullying is strongly encouraged to immediately contact the general counsel, the principal, or any other district employee. Any student who observes any such incident is strongly encouraged to report the incident to the general counsel or principal, or any other district employee whether or not the victim files a complaint. Any district employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, or bullying shall report the incident to his/her/their supervisor, the general counsel, or principal, whether or not the victim files a complaint. In addition, the district employee shall immediately intervene when safe to do so. (Education Code section 234.1)
Upon receiving a complaint of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, the general counsel or designee shall immediately investigate the complaint in accordance with AR 1312.3, Uniform Complaint Procedures.

(cf. 5145.7 - Sexual Harassment/Nondiscrimination/Harassment)

The general counsel shall ensure that the student and parent handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, and the resources that may be available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Code of Ethics)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Exceptional Needs)
(cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

The superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48900.3 Suspension or expulsion for act of hate violence
48900.4 Suspension or expulsion for threats or harassment
48904 Liability of parent/guardian for willful student misconduct
48907 Student exercise of free expression
48950 Freedom of speech
48985 Translation of notices
49020-49023 Athletic programs
51500 Prohibited instruction or activity
51501 Prohibited means of instruction
60044 Prohibited instructional materials
CIVIL CODE
1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE
Nondiscrimination in programs or activities funded by state

PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5
432 Student record
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34
99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Management Resources:
CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

AMENDMENT CENTER PUBLICATIONS
Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Harassment and Bullying, October 2010
Notice of Non-Discrimination, *Fact Sheet, August 2010*

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Safe Schools Coalition: http://www.casafeschools.org
First Amendment Center: http://www.firstamendmentcenter.org
National School Boards Association: http://www.nsba.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

Policy  SAN JUAN UNIFIED SCHOOL DISTRICT
adopted:  April 28, 2015  Carmichael, California
*revised:* ________, 2019
AGENDA ITEM:  I-6
MEETING DATE:  05/28/2019

SUBJECT:  Proposed Revisions to Board Policy (BP) 5145.7 - Sexual Harassment

DEPARTMENT:  Legal Services

CHECK ONE:
For Discussion:  ☒
For Action:  ☐
Report:  ☐
Workshop:  ☐
Recognition:  ☐
Emergency Action:  ☐

ACTION REQUESTED:
The superintendent is recommending the board discuss the proposed revisions to BP 5145.7 Sexual Harassment

Action Anticipated: 06/11/2019

RATIONALE/BACKGROUND:
The purpose of this item is to present proposed revisions to BP 5145.7, Sexual Harassment, to comply with new laws and to ensure compliance with the Federal Program Monitoring process.

ATTACHMENT(S):
A: Proposed BP 5145.7 revisions

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget: $____ N/A
Additional Budget: $____ N/A
Funding Source:  N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only  ☐  On-going  ☐

FISCAL IMPACT:
LCAP/STRATEGIC PLAN:
Goal:  N/A Focus:  N/A
Action:  N/A
Strategic Plan:  N/A

PREPARED BY:  Linda C. T. Simlick, General Counsel
APPROVED BY:  Kent Kern, Superintendent of Schools
San Juan USD
Board Policy
Sexual Harassment

BP 5145.7
Students

The Board of Education prohibits unlawful sexual harassment of or by any student by anyone in or from the district.

The Board of Education is committed to maintaining an educational environment that is free from harassment. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment of students by other students, employees or other persons, at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against persons who complain, testify, assist or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

The superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.

The district strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who has experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer. Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.

Any student who engages in the sexual harassment of another student or anyone from the district may be subject to disciplinary action up to and including expulsion. Any employee who permits or engages in sexual harassment may be subject to disciplinary action up to and including dismissal.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
Any student who feels that he/she is being harassed should immediately contact the principal or designee or another district administrator in order to obtain a copy of AR 1312.3—Uniform Complaint Procedures. Complaints of harassment can be filed in accordance with these procedures.

Instruction/Information

The superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained

Teachers shall discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of sexual harassment.

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment
Complaint Process and Disciplinary Actions

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5131.5 - Vandalism, Theft and Graffiti)

The Board expects students or staff to immediately report incidents of sexual harassment to the principal or designee or to another district administrator. In any case of sexual harassment involving the principal or any other district employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall report to the nondiscrimination coordinator or the Superintendent or designee.

The district prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned.

The district's Title IX coordinator has been identified as the district's Assistant General Counsel, 3738 Walnut Avenue, Carmichael, CA., (916) 971-7110, LegalServices@sanjuan.edu.

(cf. 1312.3 - Uniform Complaint Procedures)
Record-Keeping

The superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:
EDUCATION CODE
200-262.4  Prohibition of discrimination on the basis of sex
48900  Grounds for suspension or expulsion
48900.2  Additional grounds for suspension or expulsion; sexual harassment
48904  Liability of parent/guardian for willful student misconduct
48980  Notice at beginning of term
CIVIL CODE
51.9  Liability for sexual harassment; business, service and professional relationships
1714.1  Liability of parents/guardians for willful misconduct of minor
CODE OF REGULATIONS, TITLE 5
4600-4670  Uniform complaint procedures
4900-4965  Nondiscrimination in elementary and secondary education programs receiving state financial assistance
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688  Title IX, Discrimination
UNITED STATES CODE, TITLE 42
1983  Civil action for deprivation of rights
2000d-2000d-7  Title VI, Civil Rights Act of 1964
2000e-2000e-17  Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.71 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

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
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM:   I-7
MEETING DATE:  05/28/2019

SUBJECT: Proposed New Board Policy (BP) 5145.9 - Hate-Motivated Behavior

DEPARTMENT: Legal Services

CHECK ONE:
For Discussion: ☒
For Action: ☐
Report: ☐
Workshop: ☐
Recognition: ☐
Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending the board discuss the adoption of new BP 5145.9 Hate-Motivated Behavior.

Action Anticipated: 06/11/2019

RATIONALE/BACKGROUND:
The purpose of this item is to present the proposed and recommended adoption of BP 5145.9, Hate-Motivated Behavior, to comply with new laws and to ensure compliance with the Federal Program Monitoring process.

ATTACHMENT(S):
A: Proposed New BP 5145.9

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget: $ N/A
Additional Budget: $ N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☐ On-going ☐

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Linda C. T. Simlick, General Counsel
APPROVED BY: Kent Kern, Superintendent of Schools
San Juan USD
Board Policy
Hate-Motivated Behavior

BP 5145.9
Students

The governing board is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131- Conduct)
(cf. 5131.2 - Bullying)
(cf. 5131.5 - Vandalism)
(cf. 5136 – Gangs/which Advocate Drug Use, Violence or Disruptive Behavior)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

The superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. Such collaborative efforts shall focus on ensuring an efficient use of district and community resources, developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The district shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes their understanding of and respect for human rights, diversity, and acceptance in a multicultural society, and provides strategies to manage conflicts constructively.

(cf. 6142.4 - Community Service)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance Services)
The superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and
parents/guardians.

Complaint Process

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she/they shall also contact law enforcement.

(cf. 5145.11 - Questioning and Apprehension)

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Exceptional Needs))

Legal Reference:
EDUCATION CODE
200-262.4  Prohibition of discrimination
32282  School safety plans
48900.3  Suspension for hate violence
48900.4  Suspension or expulsion for threats or harassment
PENAL CODE
422.55  Definition of hate crime
422.6  Crimes, harassment
CODE OF REGULATIONS, TITLE 5
4600-4670  Uniform complaint procedures
4900-4965  Nondiscrimination in elementary and secondary education programs
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107  Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
100.3  Prohibition of discrimination on basis of race, color or national origin
104.7  Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Prohibition of discrimination based on age

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Bullying at School, 2003
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Harassment and Bullying, October 2010
Dear Colleague Letter: Prohibited Disability Harassment, July 2000
WEB SITES
CSBA: http://www.csba.org
California Association of Human Relations Organizations: http://www.cahro.org
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
U.S. Department of Justice: http://www.justice.gov

Policy SAN JUAN UNIFIED SCHOOL DISTRICT

adopted: ________, 2019 Carmichael, California

Effective: ________, 2019
AGENDA ITEM:  I-8
MEETING DATE: 05/28/2019

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

SUBJECT: Proposed New Board Policy (BP) 5145.13 - Response to Immigration Enforcement

DEPARTMENT: Legal Services

CHECK ONE:
For Discussion: ☒
For Action: ☐
Report: ☐
Workshop: ☐
Recognition: ☐
Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending the board discuss the adoption of new BP 5145.13 Response to Immigration Enforcement.

Action Anticipated: 06/11/2019

RATIONALE/BACKGROUND:
The purpose of this item is to present the proposed and recommended adoption of BP 5145.13, Response to Immigration Enforcement, to comply with new laws and to ensure compliance with the Federal Program Monitoring process.

ATTACHMENT(S):
A: Proposed New BP 5145.13

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget: $ N/A
Additional Budget: $ N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☐ On-going ☐

LCAP/STRATEGIC PLAN:
Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Linda C. T. Simlick, General Counsel

APPROVED BY: Kent Kern, Superintendent of Schools
San Juan USD
Board Policy
Response to Immigration Enforcement

BP 5145.13
Students

The governing board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code section 234.7)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district’s programs and activities on the basis of his/her immigration status. (Education Code sections 200, 220, 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)

The superintendent or designee shall notify parents/guardians regarding their children’s right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code section 234.7)

(cf. 5145.6 – Notifications Required By Law)

Consistent with requirements of the California Office of the Attorney General, the superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 5125 - Student Records; Confidentiality)
The superintendent or designee shall report to the board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information.

(Education Code section 234.7)

Legal Reference:
EDUCATION CODE
200 Educational equity
220 Prohibition of discrimination
234.1 Safe Place to Learn Act
234.7 Student protections relating to immigration and citizenship status
48204.4 Evidence of residency for school enrollment
48980 Parental notifications
48985 Notices to parents in language other than English
GOVERNMENT CODE
8310.3 California Religious Freedom Act
PENAL CODE
422.55 Definition of hate crime
627.1-627.6 Access to school premises, outsiders
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
COURT DECISIONS

Management Resources:
CSBA PUBLICATIONS
Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California’s K-12 Schools in Responding to Immigration Issues, April 2018
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
California Department of Justice: http://www.justice.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Immigration and Customs Enforcement: https://www.ice.gov
U.S. Immigration and Customs Enforcement, Online Detainee Locator System: https://locator.ice.gov/odls

Policy SAN JUAN UNIFIED SCHOOL DISTRICT
adopted: ________________, 2019  Carmichael, California
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: I-9

MEETING DATE: 05/28/2019

SUBJECT: Proposed Revisions to Board Policy (BP) 5146 - Married/Pregnant/Parenting Students

CHECK ONE:
For Discussion: ☒
For Action: ☐
Report: ☐
Workshop: ☐
Recognition: ☐
Emergency Action: ☐

DEPARTMENT: Legal Services

ACTION REQUESTED:
The superintendent is recommending the board discuss the proposed revisions to BP 5146 Married/Pregnant/Parenting Students

Action Anticipated: 06/11/2019

RATIONALE/BACKGROUND:
The purpose of this item is to present proposed revisions to BP 5146, Married/Pregnant/Parenting Students, to comply with new laws and to ensure compliance with the Federal Program Monitoring process.

ATTACHMENT(S):
A: Proposed BP 5146 revisions

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/20/2019

FISCAL IMPACT:
Current Budget: $ ____ N/A
Additional Budget: $ ____ N/A
Funding Source: ____ N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only ☐ On-going ☐

LCAP/STRATEGIC PLAN:
Goal: ____ N/A Focus: N/A
Action: ____ N/A
Strategic Plan: ____ N/A

PREPARED BY: Linda C. T. Simlick, General Counsel

APPROVED BY: Kent Kern, Superintendent of Schools
San Juan USD
Board Policy
Married/Pregnant/Parenting Students

BP 5146
Students

The governing board recognizes that early marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

(cf. 5113 - Absences and Excuses)
(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Content Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex, and the district shall not discriminate against any student on the basis of the student's marital status, pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. (Education Code sections 221.51, 230; 20 USC 1681-1688, 34 CFR 106.4)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5127 - Graduation Ceremonies and Activities)

The superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code sections 222.5, 48980)

(cf. 5145.6 – Notifications Required by Law)

For school-related purposes, a married student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code section 7002)
Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in any comprehensive school or educational alternative program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student’s child.

(cf. 6158 - Independent Study)
(cf. 6184 - Continuation Education)
(cf. 6200 - Adult Education Program)

Any education program, or activity, or course, including any class or extracurricular activity, that is offered separately to married, pregnant, and parenting students shall be comparable to that offered to other district students. A student's participation in such programs shall be voluntary.  
(Education Code section 221.51, 5 CCR 4950, 34 CFR 106.40)

A student may be required, based on her pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to participate in an educational program or activity, if other students with physical or emotional conditions or temporary disabilities are required by the district to provide such certification.  
(Education Code section 221.51; 5 CCR 4950; 34 CFR 106.40)

(cf. 6142.7 - Physical Education)
(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6183 - Home and Hospital Instruction)

To the extent feasible, educational and related support services shall be provided, either through the district or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5148 - Child Care)
(cf. 6179 - Early Childhood Education Child Development Program)

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to
4. Health care services, including prenatal care

5. Tobacco, alcohol, and/or drug prevention and intervention services

6. Academic and personal counseling

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

Absences

Pregnant or parenting students may be excused for absences related to confidential medical appointments and other purposes specified in accordance with BP/AR 5113 - Absences and Excuses. A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code section 48205)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code section 46015; 34 CFR 106.40)
The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code section 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code section 46015)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code section 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code section 46015)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

The superintendent or designee shall grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by her physician. At the conclusion of the leave, the student shall be reinstated to the status she held when the leave began. (34 CFR 106.40)

(cf. 5112.3 – Student Leave of Absence)

A pregnant or parenting student also may request exemption from attendance because of a related physical or mental condition or because of personal services that must be rendered to a dependent. (Education Code section 48410)

(cf. 5112.1 – Exemptions from Attendance)

Accommodations

When necessary, the district shall provide reasonable accommodations to pregnant and parenting students to enable them to access the educational program. A pregnant student shall have access
to any services available to other students with temporary disabilities or medical conditions. \((34\text{ CFR 106.40})\) A lactating student shall have access to a private location, other than a restroom, to breastfeed or express milk for her infant child.

(cf. 6183 - Home and Hospital Instruction)

\textit{A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to:} \((\text{Education Code section 222})\)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child

2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk

3. Access to a power source for a breast pump or any other equipment used to express breast milk

4. Access to a place to store expressed breast milk safely

5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

\textbf{Complaints}

Any complaint \textit{alleging} discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code section 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4687 and BP/AR 1312.3 - Uniform Complaint Procedures. \textit{A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student.} \((\text{Education Code section 222, 46015: 5 CCR 4600-4670})\)

(cf. 1312.3 - Uniform Complaint Procedures)

\textbf{Program Evaluation}

The superintendent or designee may periodically report to the board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on participation rates in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.
(cf. 0500 - Review and Evaluation)
(cf. 6162.5 - Research/Standardized Testing Student Assessment)
(cf. 6190 - Evaluation of the Instructional Program)

LEGAL REFERENCE:
EDUCATION CODE

EDUCATION CODE
221.51 Nondiscrimination; married, pregnant, and parenting students
222 Reasonable accommodations; lactating students
222.5 Pregnant and parenting students, notification of rights
230 Sex discrimination
46015 Parental leave
48205 Excused absences
48206.3 Temporary disability, definition
48220 Compulsory education requirement
48410 Persons exempted from continuation classes
48980 Parental notifications
49553 Nutrition supplements for pregnant/lactating students
51220.5 Parenting skills and education
51745 Independent study
8200-8498 Child Care and Development Services Act
52610.5 Enrollment of pregnant and parenting students in adult education
54740-54749 Cal-SAFE program for pregnant/parenting students and their children

CIVIL CODE
51 Unruh Civil Rights Act

FAMILY CODE
7002 Description of emancipated minor

HEALTH AND SAFETY CODE
104460 Tobacco prevention services for pregnant and parenting students

CODE OF REGULATIONS, TITLE 5
4600-467087 Uniform complaint procedures
4950 Nondiscrimination, marital and parental status

CODE OF REGULATIONS, TITLE 22
101151-101239.2 General licensing requirements for child care centers
101351-101439.1 Infant care centers

UNITED STATES CODE, TITLE 20
1681-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42
1786 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 7
246.1-246.28 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34
106.40 Marital or parental status

ATTORNEY GENERAL OPINIONS
COURT DECISIONS

MANAGEMENT RESOURCES:
CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS
Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements
The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013
WEB SITES
California Department of Education: http://www.cde.ca.gov
California Women's Law Center: http://www.cwlc.org

Management Resources:
CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS
Pregnant Students and Confidential Medical Services, 2013
Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012
The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013
WEB SITES
California Department of Education: http://www.cde.ca.gov
California Women's Law Center: http://www.cwlc.org

Policy SAN JUAN UNIFIED SCHOOL DISTRICT
adopted: May 12, 2015 Carmichael, California
revised:__________, 2019
AGENDA ITEM:  I-10
MEETING DATE: 05/28/2019

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

SUBJECT: Presentation of District’s Proposal With San Juan Professional Educators Coalition (SJPEC) for Successor Contract 2019-2020 Reopeners

DEPARTMENT: Schools and Labor Relations

CHECK ONE:
For Discussion: ☐
For Action: ☒
Report: ☐
Workshop: ☐
Recognition: ☐
Emergency Action: ☐

ACTION REQUESTED:
The superintendent is recommending that the board adopt, pursuant to Government Code section 3540 et seq. and district board policy 4243.1, the bargaining interests with SJPEC for 2019-2020.

The public is invited to comment at the board meeting.

RATIONALE/BACKGROUND:
The board and representatives of SJPEC have agreed to engage in an interest-based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interests for public sunshining.

ATTACHMENT(S):
A: District’s Initial Bargaining Proposal With SJPEC Successor Contract 2019-2020

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 04/08/2019

FINANCIAL DATA: N/A

PREPARED BY: Jim Shoemake, Assistant Superintendent, Schools and Labor Relations

APPROVED BY: Kent Kern, Superintendent of Schools
The San Juan Unified School District intends to negotiate the following Articles of the San Juan Professional Educators Coalition contract for the 2019-2020 openers.

**Article 5—Evaluation of Job Performance**

- The District’s interest is to create agreed upon norms, tools and communication protocols related to evaluations.

**Article 12 Salary**

- The district’s interest is to balance our income and our expenditures while maintaining an appropriate level of reserve.
- The district’s interest is to discuss and determine appropriate summer school compensation.
- The district’s interest is to create agreed upon norms and shared language related to Total Compensation so that all employees have a more comprehensive and accurate picture of their true worth and value to the district.

**Article 13 Fringe Benefits**

- The district’s interest is to provide quality benefits and affordable options for all district employees while realizing cost containment for both employees and the district.
- The district’s interest is to discuss the additional STRS costs and its effect on the district’s overall budget.

In addition to the above articles, we recognize that our current agreement calls for the bargaining teams to consider all recommendations from the following joint committees:

- Principal Mentor
- Plus Four
- Special Education
SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

SUBJECT: Presentation of District’s Proposal With California School Employees Association (CSEA), Chapter 127, for Successor Contract 2019-2020 Reopeners

DEPARTMENT: Schools and Labor Relations

ACTION REQUESTED:
The superintendent is recommending that the board adopt, pursuant to Government Code section 3540 et seq. and district board policy 4243.1, the bargaining interests with CSEA, Chapter 127, for 2019-2020.

The public is invited to comment at the board meeting.

RATIONALE/BACKGROUND:
The board and representatives of CSEA, Chapter 127, have agreed to engage in an interest-based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interests for public sunshining.

ATTACHMENT(S):
A: District’s Initial Bargaining Proposal With CSEA, Chapter 127, Successor Contract 2019-2020

PREVIOUS STAFF/BOARD ACTION:
Superintendent’s Cabinet: 05/06/2019

FINANCIAL DATA: N/A

PREPARED BY: Jim Shoemake, Assistant Superintendent, Schools and Labor Relations

APPROVED BY: Kent Kern, Superintendent of Schools
The San Juan Unified School District intends to negotiate the following Articles of the California Schools Employees Association, Chapter 127 (CSEA) contract(s) for the 2019-2020 reopeners.

**Article 6  Salaries**
- The district’s interest is to attract and retain high quality employees.
- The district’s interest is to balance our income and our expenditures while maintaining an appropriate level of reserve.
- The district’s interest is to continue developing a shared understanding of total compensation so that all employees have a more comprehensive and accurate picture of their true worth and value to the district.
- The district’s interest is to revisit the Bilingual Services pilot to determine effectiveness and viability.
- The district’s interest is to discuss and plan for the state’s annual minimum wage increases.

**Article 7  Fringe Benefits**
- The district’s interest is to provide quality benefits and affordable options for all district employees while realizing cost containment for both employees and the district.
- The district’s interest is to discuss the additional PERS costs and its effect on the district’s overall budget.
- The district’s interest is to ensure that employees recognize that benefits are part of an employee’s overall compensation program.

**Article 11  Transfers**
- The district’s interest is to hire the best person for open positions.
- The district’s interest is to revise some of the language/provisions in the article.

**Article 9  Vacations**
- The district’s interest is to revise some of the language in this article.

In addition to the above articles, we recognize that our current agreement calls for the bargaining teams to revisit some existing, issues and pilots and to consider all recommendations from the following joint committees:
- Minimum Wage Joint Committee
- Occupational Therapists Working Group
- Bilingual Services Pilot
- Extended Disability
SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2018-2019

JUNE 11
Public Hearing: LCAP – D
Public Hearing: LCAP/Choices Charter School – D
LCAP ESSA Federal Addendum – D
Public Hearing: Presentation of the 2019-2020 Budget – D
Interfund Borrowing of Cash – A
Golden Valley River School Charter School Renewal Petition [Discussed 05/28/19] – A
BP 0410 Nondiscrimination in District Programs and Activities [Discussed 05/28/19] – A
BP 5145.3 Nondiscrimination/Harassment [Discussed 05/28/19] – A
BP 5145.7 Sexual Harassment [Discussed 05/28/19] – A
BP 5145.9 Hate-Motivated Behavior [Discussed 05/28/19] – A
BP 5145.13 Response to Immigration Enforcement [Discussed 05/28/19] – A
*CIF Superintendent Designation of Representatives 2019-2020 – A
*Charter School 2017-2018 Audit Reports (Aspire, Atkinson, CMP, Gateway, Golden Valley, OFY) – A
*2018-2019 Actuarial Report (OPEB) – A

JUNE 25
Evaluation of High School Graduation Supports – R
LCAP [Public Hearing 6/11/19] – A
LCAP/Choices Charter School [Public Hearing 06/11/19] – A
LCAP ESSA Federal Addendum [Discussed 06/11/19] – A
Adoption of the 2019-2020 Budget [Public Hearing 06/11/19] – A
*Consolidated Application, Spring Report 2018-2019 – A

D=discussion; A=action; R=report; PC=public comment; *=consent