

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California 94062

TO: Board of Trustees

DATE: June 15, 2016

FROM: James Lianides,
SuperintendentSUBJECT: Personnel Recommendations
for June 15, 2016
Board MeetingEmployment – Certificated

Alvarado	Angelo	D	Special Education Coordinator	1.0 fte	07/01/16	
Burkle	Tiffany	D	CTE Resource Teacher	.2 fte	08/08/16	Tenured
Finander	Stephanie	W	Teacher – Science	.4 fte	08/15/16	Probationary 2
Frivold	Sarah	M	Teacher – Art	1.0 fte	08/15/16	E.C. 44909
Frost	Anne	S	Teacher – English	.4 fte	08/15/16	E.C. 24212
Gomez	Julieta	W	Teacher – World Languages	.6 fte	08/15/16	E.C. 44909
Hero	Melissa	C	Teacher – Science	.6 fte	08/15/16	Tenured
Karditzas	James	D	Teacher – Release	.6 fte	08/05/16	Tenured
Posada	Arnold	S	Teacher – Science	.2 fte	08/15/16	Probationary 1
Posada	Arnold	S	Teacher – Science	.8 fte	08/15/16	E.C. 44920
Raffa	Daniel	D	CTE Lead Teacher	.2 fte	08/15/16	Tenured
Ramanathan	Subathra	S	Teacher – Mathematics	.8 fte	05/15/16	E.C. 44909
Robinson	Maria	C	Teacher – World Languages	1.0 fte	08/15/16	Probationary 1

Approved Requests for Leave of Absence for the 2016-17 School Year

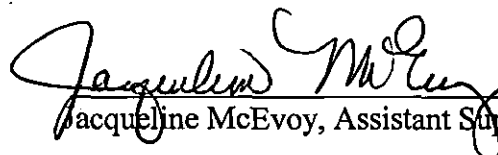
Kuttan Laetitia S Teacher – World Languages 20% leave – 08/15/16 – 12/21/16 Section 9.1.1-(A-1)

Notice to Rescind Retirement for the 2016-17 School Year-Certificated

Milhaupt Donald D Director of Student Services

Notice of Termination-Certificated

Fiser	Joan	S	Teacher – Social Science	Retirement (<i>Revised date</i>)	1.0 fte	06/30/16
Lee	David	S	Teacher – Mathematics	Resignation	1.0 fte	06/03/16
Robeck	Laura	C	Teacher – Mathematics	Resignation	1.0 fte	06/03/16
Schmidt	Melissa	S	Teacher – Mathematics	Resignation	.2 fte	06/03/16
Smart	Edward	C	Teacher – Music	Resignation	.6 fte	06/03/16
Sutton	Ethan	S	Teacher – Social Science	Resignation	1.0 fte	06/30/16


Jacqueline McEvoy, Assistant Superintendent

Certificated Staff hired for Summer School 2016

Name			Name			Name		
Site			Site			Site		
Asanuma	Leia	M	Hashimoto	Irene	M	Rebello	Joel	S
Azarian	Lilit	E	Hedlund	Justine	C	Richardson	Kathleen	S
Boland	Jaren	S	Jaimes	Garrett	S	Robinson	Andrew	E
Brent	Lisa	S	Joseph	Jenna	S	Ross	Jessica	M
Church	Scott	W	Kim	Michael	W	Topal	Askin	M
Claiborne	Christine	S	Kirk	Scott	M	Valencia	Evelyn	S
Dress	Tina	D	O'Hern	Kelley	S	Wilde	Cynthia	S
Gomez	Julieta	W	Perkins	Makilah	E	Wong	Philip	E
						Zarcone	Karin	S

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California 94062

TO: Board of Trustees

DATE: June 15, 2016

FROM: James Lianides,
SuperintendentSUBJECT: Personnel Recommendations
for June 15, 2016
Board MeetingEmployment – Classified

Alvarez	Gonzalo	M	Community Liaison	Short-Term	1.0 fte	04/20/16
Carrillo Diaz	Abigail	M	Student Worker	Student	0.5 fte	05/10/16
Estacuy	Gabriel	M	AVID Tutor	Short-Term	0.5 fte	05/09/16
Fishtrom	Sarah	D	Student Worker	Student	0.5 fte	05/31/16
Frias	Adriana	M	Custodian	Short-Term	1.0 fte	05/03/16
Gonzalez	Jonathan	W	SCIA	Short-Term	1.0 fte	05/10/16
Katz	Sherry	D	Project Manager	Short-Term	1.0 fte	06/01/16
Martinez	Melissa	A	Career Navigator	Probationary	0.8 fte	05/01/16
Morales	Saul	M	Campus Security – Grad	Short-Term	1.0 fte	06/01/16
Moreno	Vanessa	A	Sr. Office Assistant	Short-Term	1.0 fte	05/26/16
Pascual Peidrasanta	Andy	M	Student Worker	Student	0.5 fte	06/01/16
Rasor	Nina	C	Sr. Office Assist. – 504 Coord.	Short-Term	1.0 fte	05/01/16
Rivera	Irene	M	Secretary – AP Testing	Short-Term	1.0 fte	04/29/16
Rodriguez-Berumen	Carlos	S	Student Worker	Student	0.5 fte	04/01/16
Sanchez	Victor	D	Student Worker	Student	0.5 fte	06/06/16
Sisk	Andrea	W	IA II – Test Proctor	Short-Term	1.0 fte	05/02/16

Notice of Terminations

Arroyo	Damiana	M	IA	Resignation	1.0 fte	06/02/16
Kitz	Lisa	W	SCIA	Termination	1.0 fte	06/03/16
Martin	Kimberly	S	IA	Resignation	1.0 fte	06/03/16
Mendoza Silva	Yessenia	W	SCIA	Termination	1.0 fte	06/03/16
Olson	Andrew	D	Maintenance Carpenter	Resignation	1.0 fte	06/17/16
Scott	Pamela	W	SCIA	Termination	1.0 fte	06/03/16

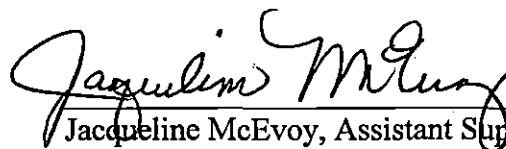
Employment – Summer School

Aragon	Adriana	T	IA	Employee	1.0 fte	06/14/16
Arellanes	Henry	W	Secretary/Attendance	Employee	1.0 fte	06/13/16
Burke	Kurt	T	SCIA	Short-Term	1.0 fte	06/15/16
Cabrera Jimenez	Michelle	T	SCIA	Short-Term	1.0 fte	06/15/16
Campos	Janette	C	IA	Employee	1.0 fte	06/14/16
Cazeres	Thannia	M	IA	Short-Term	1.0 fte	06/14/16
Choi	James	T	IA	Employee	1.0 fte	06/14/16
Davis	Chester	T	SCIA	Short-Term	1.0 fte	06/15/16
De La Torre	Eduardo	E	IA	Employee	1.0 fte	07/05/16
Dillon	Antonio	M	IA	Employee	1.0 fte	06/14/16

Fakahau	Jacinta	M	IA	Employee	1.0 fte	06/14/16
Garcia	Nayeli	C	Textbook Clerk	Short-Term	1.0 fte	06/13/16
Gomez-Pina	Miriam	T	SCIA	Short-Term	1.0 fte	06/15/16
Joya	Judith	S	IA	Employee	1.0 fte	06/15/16
Kelly	Livija	M	Textbook Clerk	Short-Term	1.0 fte	06/10/16
Komura	Jaime	M	IA	Short-Term	1.0 fte	06/14/16
Sykes Kronenberg	Cecilia	C	IA	Employee	1.0 fte	06/14/16
Lauese	Sione	E	Campus Security Aide	Employee	1.0 fte	06/10/16
Lemmons	Toy	T	SCIA	Short-Term	1.0 fte	06/15/16
McLaughlin	Christine	S	Textbook Clerk	Employee	1.0 fte	06/10/16
Mendieta	Yesica	T	SCIA	Short-Term	1.0 fte	06/15/16
Menendez	Delmy	T	IA	Employee	1.0 fte	06/14/16
Myers	Nicole	W	IA	Employee	1.0 fte	06/13/16
Perkins	Adrian	M	IA	Employee	1.0 fte	06/08/16
Pethan	Sandra	C	IA	Employee	1.0 fte	06/14/16
Randall	Terence	E	Campus Security Aide	Employee	1.0 fte	07/05/16
Seybert	Melanie	T	IA	Employee	1.0 fte	06/14/16
Vargas	Ana	S	IA	Employee	1.0 fte	06/15/16
Villalobos	Daniel	C	IA	Short-Term	1.0 fte	06/14/16

Employment – Adult School

None



Jacqueline McEvoy, Assistant Superintendent

SEQUOIA UNION HIGH SCHOOL DISTRICT
Financial Report for Month Eleven-General Fund
FISCAL YEAR 2015-2016
May 31, 2016

AGENDA ITEM:8d
DATE: 6-15-16

REVENUE

ACCT NO.	CLASSIFICATION	PRIOR YEAR			BUDGET	ACTUAL	PERCENT
		BUDGET	ACTUAL	PERCENT			
8000-8099	Revenue Limit Sources	105,192,761	105,951,115	101%	113,706,059	104,306,219	92%
8100-8199	Federal Revenue	1,387,635	1,307,658	94%	1,392,811	110,674	8%
8200-8299	Other Federal Revenue	2,157,306	1,749,084	81%	2,259,126	1,652,096	73%
8300-8599	Other State Revenue	4,149,297	5,106,892	123%	7,862,617	6,843,651	87%
8600-8999	Other Local Revenue	11,051,911	11,043,199	100%	10,783,892	13,778,490	128%
TOTAL REVENUE		123,938,910	125,157,947	101%	136,004,505	126,691,130	93%

EXPENDITURES

ACCT NO.	CLASSIFICATION	PRIOR YEAR			BUDGET	ACTUAL & ENC		BUDGET	ACTUAL & ENC		BUDGET	ACTUAL & ENC		BUDGET	ACTUAL & ENC		BUDGET	ACTUAL & ENC		BUDGET	ACTUAL & ENC		BUDGET	ACTUAL & ENC	
		BUDGET	ACTUAL	PERCENT	TOTALS		PERCENT	SEQUOIA		MENLO ATHERTON		CARLMONT		WOODSIDE		REDWOOD		MULTI-SCHL & CHARTER SCHL		DISTRICT					
1000-1999	Certificated Salaries	55,668,273	55,546,748	100%	57,008,134	56,839,446	100%	11,745,943	11,976,942	13,135,811	13,227,992	11,628,187	11,590,782	11,882,452	11,764,305	1,857,308	1,858,693	4,343,591	4,047,390	2,414,842	2,373,342				
2000-2999	Classified Salaries	20,272,250	20,613,378	102%	21,433,781	21,110,954	98%	2,809,176	2,834,536	2,754,322	2,684,040	2,355,492	2,287,594	2,655,228	2,590,769	515,465	492,275	5,054,253	5,046,402	5,289,845	5,175,337				
3000-3999	Employee Benefits	27,905,940	27,875,658	100%	30,978,560	29,499,472	95%	5,124,859	5,019,930	5,499,521	5,440,490	4,905,883	4,793,412	5,219,406	5,109,638	853,831	820,403	3,735,179	3,639,653	5,639,881	4,675,946				
	Total Salaries & Benefits	103,846,463	104,035,784	100%	109,420,475	107,449,872	98%	19,679,978	19,831,407	21,389,654	21,352,522	18,889,562	285,419	19,757,086	19,464,711	3,226,604	3,171,371	13,133,023	12,733,446	13,344,568	12,224,625				
4000-4999	Books and Supplies	5,618,978	4,172,636	74%	5,166,375	4,901,439	95%	790,002	684,285	869,364	745,224	439,557	618,819	858,952	750,096	75,770	49,232	1,480,209	1,159,801	652,521	893,982				
5000-5999	Srvcs & Operating Expense	13,330,513	12,399,392	93%	15,380,891	12,795,916	83%	1,714,093	1,410,775	1,259,490	1,022,055	1,045,624	763,514	1,539,394	1,228,744	410,870	433,602	1,536,284	1,732,995	7,875,136	6,204,229				
6000-6599	Capital Outlay	269,440	417,885	155%	281,432	383,974	136%	11,125	7,625	0	89,931	0	0	17,322	47,971	7,625	7,625	150,000	163,540	95,360	67,283				
7000-7399	Other Outgo	1,933,187	2,379,481	123%	1,589,094	1,238,089	78%	57,141	43,018	7,013	7,013	2,000	2,000	36,025	36,025	9,035	9,035	812,954	827,368	664,926	313,630				
7400-7499	Debit Services	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
7600-7699	Other Financial Uses	1,830,548	2,576,338	141%	3,711,595	2,157,143	58%	0	0	0	0	0	0	0	0	0	0	109,452	0	3,602,143	2,157,143				
TOTAL EXPENDITURES		126,829,129	125,981,516	99%	135,549,862	128,926,433	95%	22,252,339	21,977,110	23,525,521	23,216,745	20,376,743	20,056,122	22,208,779	21,527,547	3,729,904	3,670,865	17,221,922	16,617,151	26,234,654	21,860,892				

ACCT NO.	CLASSIFICATION	TOTAL BUDGET		TOTAL BUDGET
		RESTRICTED	UNRESTRICTED	
1000-1999	Certificated Salaries	11,254,498	45,753,636	57,008,134
2000-2999	Classified Salaries	7,271,743	14,162,038	21,433,781
3000-3999	Employee Benefits	6,605,688	24,372,872	30,978,560
	Total Salaries & Benefits	25,131,929	84,288,546	109,420,475
4000-4999	Books and Supplies	2,621,145	2,545,230	5,166,375
5000-5999	Srvcs & Operating Exp	7,601,019	7,779,872	15,380,891
6000-6899	Capital Outlay	113,682	167,750	281,432
7000-7499	Other Outgo	630,989	958,105	1,589,094
7300-7399	Direct Supp/Indirect Cost	176,281	-176,281	0
7600-7699	Other Financial Uses	900,000	2,811,595	3,711,595
7600-7699	TOTAL EXPENDITURES	37,175,045	98,374,817	135,549,862

SEQUOIA UNION HIGH SCHOOL DISTRICT
FINANCIAL REPORT FOR MONTH ELEVEN
FISCAL YEAR 2015-16
May 31, 2016

	FUND 01		FUND 09		FUND 11		FUND 13		FUND 14		FUND 17		FUND 20		FUND 21		FUND 25		FUND 35		FUND 40		
	GENERAL FUND		EPAA		ADULT ED		CAFETERIA FUND		DEFERRED MAINT		SPEC RESERVE OTHER		SP RES PST EMPMT BENFITS		BUILDING FUND		CAPITAL FACILITIES		CO SCHOOL FACILITIES		SPECIAL RESERVE CAP		
ACCT NO.	CLASSIFICATION	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
BEGINNING BALANCE		13,413,107		55,922		473,226		-40,387		5,678,762		4,625,903		0		92,975,615		3,975,777		3,937,068		2,911,952	
REVENUE																							
8000-8099	Revenue Limit Sources	113,706,059	104,306,219	2,911,912	2,419,280	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8100-8199	Federal Revenue	1,392,811	110,674	53,241	8,576	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8200-8299	Other Federal Revenue	2,259,126	1,652,096	135,590	127,402	347,803	51,897	1,550,000	1,159,747	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8300-8599	Other State Revenue	7,862,617	6,843,651	255,948	103,812	1,055,988	1,219,715	135,000	97,166	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8600-8999	Other Local Revenue	10,783,892	13,778,490	1,119,785	878,841	121,120	374,109	1,301,000	1,235,044	932,000	29,033	0	2	6,213,045	6,213,612	605,000	484,018	1,525,000	2,487,902	26,000	20,583	1,000,000	458,906
TOTAL REVENUE		136,004,505	126,691,130	4,476,476	3,537,909	1,524,911	1,645,721	2,986,000	2,491,957	932,000	29,033	0	2	6,213,045	6,213,612	605,000	484,018	1,525,000	2,487,902	26,000	20,583	1,000,000	458,906

EXPENDITURES

ACCT NO.	CLASSIFICATION	FUND 01 GENERAL FUND		FUND 09 EPAA		FUND 11 ADULT ED		FUND 13 CAFETERIA FUND		FUND 14 DEFERRED MAINT		FUND 17 SPEC RESERVE OTHER		FUND 20 SP RES PST EMPMT BENFITS		FUND 21 BUILDING FUND		FUND 25 CAPITAL FACILITIES		FUND 35 CO SCHOOL FACILITIES		FUND 40 SPECIAL RESERVE	
		BUDGET	ACTUAL & ENC TOTALS	BUDGET	ACTUAL & ENC TOTALS	BUDGET	ACTUAL & ENC TOTALS	BUDGET	ACTUAL & ENC TOTALS	BUDGET	ACTUAL & ENC TOTALS	BUDGET	ACTUAL & ENC TOTALS	BUDGET	ACTUAL & ENC TOTALS	BUDGET	ACTUAL & ENC TOTALS	BUDGET	ACTUAL & ENC TOTALS	BUDGET	ACTUAL & ENC TOTALS	BUDGET	ACTUAL & ENC TOTALS
1000-1999	Certificated Salaries	57,008,134	56,839,446	2,210,685	2,233,780	591,290	466,711	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2000-2999	Classified Salaries	21,433,781	21,110,954	625,476	630,663	516,517	587,677	1,397,000	1,556,808	0	0	0	0	0	0	0	663,928	0	18,688	900	910	2,000	898
3000-3999	Employee Benefits	30,978,560	29,499,472	945,911	965,895	347,092	335,902	598,785	592,897	0	0	0	0	0	0	0	172,741	0	4,874	90	90	356	155
	Total Salaries & Benefits	109,420,475	107,449,872	3,782,072	3,830,338	1,454,899	1,390,290	1,995,785	2,149,705	0	0	0	0	0	0	0	836,669	0	23,562	990	1,000	2,356	1,053
4000-4999	Books and Supplies	5,166,375	4,901,439	120,040	181,636	54,679	116,430	845,000	945,847	0	0	0	0	0	0	1,306,873	1,085,168	670,380	236,215	5,500	5,328	69,195	52,428
5000-5999	Srvcs & Operating Expense	15,380,891	12,795,916	488,010	423,497	120,705	291,756	84,500	68,994	653,755	118,791	0	0	0	0	1,577,675	3,501,395	122,475	162,975	27,531	26,718	91,519	91,219
6000-6899	Capital Outlay	281,432	383,974	0	0	3,062	0	0	0	2,419,538	890,786	0	0	0	0	28,122,561	83,347,912	2,505,924	202,226	1,910,486	1,847,229	183,867	283,331
7000-7399	Other Outgo	1,589,094	1,238,089	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7600-7699	Other Financial Uses	3,711,595	2,157,143	86,886	48,886	0	0	0	0	0	0	4,625,902	4,625,903	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		135,549,862	128,926,433	4,477,008	4,484,358	1,633,345	1,798,476	2,925,285	3,164,546	3,073,293	1,009,576	4,625,902	4,625,903	0	0	31,007,109	88,771,144	3,298,779	624,977	1,944,507	1,880,276	346,937	428,031

SEQUOIA UNION HIGH SCHOOL DISTRICT
Financial Report for Month Eleven-Categorical Program Expenditures

1	2	3	4	5	6	7	8	9	10	11	10	11	12	13	14	15	16	17	18	19	20	21
RSRC	DESCRIPTION	ONE TIME ONLY MONEY	PRIOR YEAR DEFERRED/ CARRYOVER	PRIOR YEAR RESTRICTED ENDING BAL.	CURRENT YR ENTITLEMENT **	TOTAL AVAILABLE TO BUDGET	BUDGET TOTALS	ACTUAL & ENC	BUDGET FUND 09 EPAA	ACTUAL & ENC	BUDGET SEQUOIA	ACTUAL & ENC	BUDGET MENLO	ACTUAL & ENC	BUDGET CARMONT	ACTUAL & ENC	BUDGET WOODSIDE	ACTUAL & ENC	BUDGET REDWOOD	ACTUAL & ENC	BUDGET MULTI, PRIV, CHRTR,& DISTRICT	
3010	IASA-TITLE I		3,440		643,449	646,889	1,361,755	1,234,679	124,207	123,902	371,399	320,215	0	0	0	0	322,182	296,863	92,755	90,481	451,212	403,217
3060	IASA-TITLE I MIGRANT ED				92,674	92,674	92,674	100,912	0	0	0	0	0	0	0	0	0	0	0	0	92,674	100,912
3310	SP-ED IDEA (PL94-142)		8,576		1,320,282	1,328,858	1,446,052	1,056,383	53,241	54,643	288,070	224,093	235,232	153,019	194,590	87,640	388,844	313,190	0	0	286,075	223,798
3410	DEPT OF REHAB: WORKABILITY				105,012	105,012	105,012	101,385	0	0	0	0	0	0	0	0	0	0	0	0	105,012	101,385
3550	VOCATIONAL PGM. (CARL PERKINS)				149,267	149,267	197,619	187,444	0	0	49,890	40,848	46,628	49,420	41,994	42,624	41,903	42,451	6,000	5,190	11,204	6,911
4035	NCLB TITLE II - FED FND TEACHER QUALITY		336		213,632	213,968	457,695	455,430	1,365	0	0	0	0	0	0	0	0	0	0	0	456,330	455,430
4036	NCLB TITLE II - TEACHER QUALITY PRINC TRN		2,182		6,000	8,182	2,182	2,182	0	0	0	0	0	0	0	0	0	0	0	0	2,182	2,182
4045	TITLE II PART D (EETT)		16,079		0	16,079	0	13,894	0	0	0	0	0	0	0	0	0	0	0	0	0	13,894
4124	NCLB TITLE IV COMM LEARNING - SAFE PROG				249,565	249,565	249,500	221,130	0	0	249,500	221,130	0	0	0	0	0	0	0	0	0	0
4201	TITLE III IMMIGRANT ED PRG				33,200	33,200	40,685	21,686	0	0	0	0	0	0	0	0	0	0	0	0	40,685	21,686
4203	NCLB TITLE III (LEP)				165,502	165,502	137,121	149,234	10,018	11,992	40,500	41,368	37,080	40,064	8,640	12,578	25,380	29,815	12,960	13,417	2,543	0
6230	CLEAN ENERGY JOB ACT			587,169		587,169	345,302	341,379	0	0	0	30,181	0	32,631	0	30,343	270,182	174,642	0	0	75,120	73,582
6300	LOTTERY			682,093		682,093	372,686	324,533	24,286	24,443	2,200	24,319	2,200	33,693	2,200	8,830	2,200	28,243	0	0	339,600	205,004
6385	SEQUOIA HEALTH CAREERS ACADEMY					0	69,390	59,166	0	0	69,390	59,166	0	0	0	0	0	0	0	0	0	0
6500	SPECIAL EDUCATION				0	19,322,603	17,662,044		158,888	139,269	2,740,991	2,753,529	2,341,941	2,328,415	2,180,158	2,105,225	2,514,312	2,455,474	314,376	308,813	9,071,937	7,571,319
6512	MENTAL HEALTH				0	823,818	811,858		0	0	0	0	0	0	0	0	0	0	0	0	823,818	811,858
6520	WORKABILITY I				0	289,652	284,185		0	0	0	0	0	0	0	0	0	0	0	0	289,652	284,185
6690	TUPE				0	0	1,889		0	0	0	0	0	0	0	0	0	0	0	0	0	1,889
7220	PARTNERSHIP ACADEMIES				0	363,040	338,866		0	0	73,260	79,769	73,260	76,015	70,000	56,214	146,520	126,866	0	0	0	0
STATE & LOCAL CAT																						
9010	OTHER LOCAL		4,550,021			4,550,021	8,170,798	7,467,794	861,729	733,737	625,252	733,213	2,221,871	2,270,340	643,638	725,611	1,425,478	1,284,648	6,136	18,329	2,386,694	1,701,915
0030	TRANSP - HOME TO SCH - REG				0	2,990,735	2,441,865		0	0	0	0	0	0	0	0	0	0	0	0	2,990,735	2,441,865
0040	TRANSP - HOME TO SCH - S.E.		0		0	1,172,665	1,820,540		0	0	0	0	0	0	0	0	0	0	0	0	1,172,665	1,820,540
0091	LCFF-EIA				0	616,590	522,547		0	0	110,354	90,146	109,308	77,882	25,482	37,323	74,819	61,353	36,644	17,588	259,983	238,254
TOTAL FEDERAL			30,612	0	2,978,583	3,009,195	4,090,295	3,544,359	188,831		999,359	847,655	318,940	242,503	245,224	142,842	778,309	682,318	111,715	109,088	1,447,917	1,329,416
TOTAL STATE			0	1,269,262	0	1,269,262	21,586,491	19,823,918	183,174	163,712	2,885,841	2,946,963	2,417,401	2,470,755	2,252,358	2,200,613	2,933,214	2,785,226	314,376	308,813	10,600,127	8,947,836
TOTAL UNRESTRICTED			0	0	0	0	616,590	522,547	0	0	110,354	90,146	109,308	77,882	25,482	37,323	74,819	61,353	36,644	17,588	259,983	238,254
TOTAL LOCAL			4,550,021	0	0	4,550,021	8,170,798	7,467,794	861,729	733,737	625,252	733,213	2,221,871	2,270,340	643,638	725,611	1,425,478	1,284,648	6,136	18,329	2,386,694	1,701,915
TOTAL EXPENDITURES			4,580,633	1,269,262	2,978,583	8,828,478	38,627,574	35,621,022	1,233,734	1,087,986	4,620,806	4,617,977	5,067,520	5,061,480	3,166,702	3,106,389	5,211,820	4,813,545	468,871	453,819	18,858,121	16,479,827

Sequoia Union HSD

Board Bylaw

BB 9010

Public Statements

The Board of Trustees recognizes the rights of board members to freely express their views and encourages open discussion of issues during the board meeting. The Board believes that effective board members have a responsibility to express themselves, whether in agreement or disagreement with the board majority, in ways that promote the Board's ability to govern the District.

When speaking to community groups, the media, or other members of the public, individual board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

All official public statements authorized to be made on behalf of the Board shall be made by the Board President or, if appropriate, by the Superintendent or other designated representative.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. 9200 - Board Members)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

GOVERNMENT CODE

54960 Actions to stop or prevent violation of meeting provisions

Bylaw

approved: August 6, 1997
under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT

Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9110

Terms Of Office

The Board of Trustees shall consist of five members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected every other ~~in each odd-numbered~~ year.

The term of office for members elected in regular elections shall be four years, commencing on the first Friday in December next succeeding their election. (Education Code 5017)

Board member terms expire four years after their initial election on the first Friday in December following the election of new members. (Education Code 5000)

A member whose term has expired shall continue to discharge the duties of the office until his/her successor has qualified by taking the oath of office. (Government Code 1302, 1360; Education Code 5017)

(cf. 9220 - Elections)

(cf. 9223 - Filling Vacancies)

(cf. 9224 - Oath or Affirmation)

(cf. 9250 - Remuneration, Reimbursement, Other Benefits)

Legal Reference:

EDUCATION CODE

5000-5033 Election of school district board members

35010 Control of district

35012 Board members; number, election and terms

35107 Eligibility

GOVERNMENT CODE

1302 Continuance in office until qualification of successor

1303 Exercising functions of office without having qualified

1360 Necessity of taking constitutional oath

Bylaw

approved: August 6, 1997

re-adopted: September 12, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9121
President

The Board of Trustees shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9100 - Organization)

The president shall preside at all Board of Trustees meetings. He/she shall:

1. Call the meeting to order at the appointed time;
2. Enforce the Board's policies relating to conducting meetings and helping ensure compliance with applicable requirements of the Brown Act
3. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference;
5. Explain what the effect of a motion would be if it is not clear to every member;
6. Restrict discussion to the question when a motion is before the Board;
7. Rule on issues of parliamentary procedure;
8. Put motions to a vote, and state clearly the results of the vote.
9. Be responsible for the orderly conduct of all Board meetings

(cf. 9323 - Meeting Conduct)

The president shall have all the rights of any member of the Board, including the right to move, second, discuss, and vote on all questions before the Board.

The Board President shall perform other duties in accordance with law and Board policy including but not limited to:

1. Signing all instruments, acts, and orders necessary to carry out state requirements and the will of the Board;
2. Consulting with the Superintendent or designee on the preparation of the Board's agendas;

(cf. 9322 - Agenda/Meeting Materials)

3. Working with the Superintendent to ensure that Board members have necessary materials and information
4. Subject to Board approval, appointing and dissolving all committees
(cf. 9130 - Board Committees)
5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law;
(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)
6. Representing the district as governance spokesperson, in conjunction with the Superintendent
(cf. 1112 - Media Relations)
7. Be public spokesperson for the Board, except as this responsibility is specifically delegated to others.

(cf. 9320 - Meetings and Notices)

When the president resigns or is absent or disabled, the vice president shall perform the president's duties. When both the president and vice president are absent or disabled, the clerk shall perform the president's duties.

Legal Reference:

EDUCATION CODE

35022 President of the board

35143 Annual organizational meetings; dates and notice

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

Board Presidents' Handbook, revised 2002

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

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

Bylaw

approved: August 6, 1997

revised: April 18, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9122

Secretary

The Board of Trustees shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board agenda.

(cf. 9322 - Agenda/Meeting Materials)

2. Record, distribute and maintain the Board minutes.

3. Maintain Board records and documents.

4. Conduct official correspondence for the Board

5. As directed by the Board, sign and execute official papers

6. Perform other duties as assigned by the Board

(cf. 2111 - Superintendent Governance Standards)

7. Submit to board officers the correspondence addressed to them.

8. Advise Board of dates of events **related to Board business**.

9. **The content** Copies of all requests for information or action of **general interest** addressed to the Superintendent by a board member shall be sent by the Superintendent to other board members along with copies of the Superintendent's reply. Wherever, in the judgment of the Superintendent, such requests required expenditure of excessive staff time or are of questionable value, the Superintendent shall bring the request to the attention of the Board for decision as to whether the request should be honored. Any request for information requiring extensive staff work presented verbally by a board member at a board meeting must receive concurrence by the majority of the Board, either by consensus or vote before staff becomes obligated to provide the information or carry out the proposed action

10. Other duties as assigned by the Board.

Legal Reference:

EDUCATION CODE

35025 Secretary and bookkeeper

35143 Annual organizational meetings; dates and notice

35250 Duty to keep certain records and reports

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

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

Bylaw

approved: August 6, 1997

revised: May 16, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9123

Clerk

The Board of Trustees shall elect a clerk from its own membership at the annual organizational meeting.
(Education Code 35143)

(cf. 9100 - Organization)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required.
2. Maintain such other records or reports as required by law.
3. Sign documents on behalf of the district as directed by the Board

Legal Reference:

EDUCATION CODE

17593 Repair and supervision of property (duty of district clerk)

35038 Appointment of clerk by county superintendent of schools

35039 Dismissal of clerk

35121 Appointment of clerk in certain city and high school districts

35143 Annual organizational meetings

35250 Duty to keep certain records and reports

38113 Duty of clerk (re provision of school supplies)

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

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

Bylaw

approved: August 6, 1997

revised: May 16, 2012

reviewed: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT

Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9124

Attorney

The Board of Trustees recognizes the complex legal environment in which school districts operate and desires reliable, high-quality legal advice at reasonable rates. The Board also supports pursuing collaborative legal efforts with other agencies and districts as appropriate.

(cf. 3320 - Claims and Actions Against the District)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)
(cf. 9260 - Legal Protection)

Duties of Legal Counsel

The Board may use the county counsel, or private law firms to meet the needs of the District. The Board and Superintendent shall consider the attorney's or firm's background, experience, and reputation in education law; experience advising or representing school districts in California; fees; and experience of attorneys at the firm who will provide legal services.

The District's legal counsel may: (Education Code 35041.5)

1. Render legal advice to the Board and the Superintendent or designee.
2. Serve the Board and the Superintendent or designee in the preparation and conduct of district litigation and administrative proceedings.
3. Render advice on school bond and tax increase measures and prepare the necessary forms for the voting of these measures.
4. Perform other administrative duties as assigned by the Board and Superintendent or designee.

Retaining Legal Counsel

The Board and Superintendent shall evaluate the performance of the attorneys and/or firm providing legal services in such areas as efficiency and adequacy of advice; results obtained for the district; reasonableness of fees; and responsiveness to and interactions with the Board, administration, and community. Upon successful evaluation, the Board may renew the agreement with legal counsel.

(cf. 2121 - Superintendent's Contract)

Contacting Legal Counsel

At his/her discretion, the Superintendent may confer with district legal counsel subject to any limits or parameters established by the Board. In addition, the Superintendent may contact district legal counsel to provide the Board with legal information or advice when so directed by a majority of the Board.

Individual Board members other than the Board president may not seek advice from district legal counsel on matters *unless so authorized by a majority of the Board or with the approval of the superintendent.*

(cf. 9200 - Limits of Board Member Authority)
(cf. 9321 - Closed Session Purposes and Agendas)

Legal Reference:

EDUCATION CODE

35041 Administrative adviser

35041.5 Legal counsel

35161 Powers and duties of governing board

35200-35214 Liabilities, especially:

35204 Contract with attorney in private practice

35205 Contract for legal services

GOVERNMENT CODE

814-895.8 Liability of public entities and public employees

995-996.6 Defense of public employees

26520 Legal services to school districts

53060 Special services and advice

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2007

Maximizing School Board Leadership: Boardsmanship, 1996

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Selecting and Working with a School Attorney: A Guide for School Boards, 1997

WEB SITES

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

California Council of School Attorneys:

<http://www.csba.org/LegislationAndLegal/Legal/CaliforniaCouncilOfSchoolAttorneys.aspx>

National School Boards Association: <http://www.nsba.org>

State Bar of California: <http://www.calbar.ca.gov>

Bylaw

approved: August 6, 1997

revised: June 13, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT

Redwood City, California



Sequoia Union HSD

Board Bylaw

BB 9130


Board Committees

The Board of Trustees may establish board committees as necessary. The Board shall determine the duties of the committee at the time of its appointment. Unless specifically authorized by the Board to act on its behalf, board committees shall act in an advisory capacity. When its duties have been completed, the committee shall be dissolved.

(cf. 1220 - Citizen Advisory Committees)

Board committees shall provide public notice of their meetings and conduct these meetings in accordance with the state open meeting laws.

Meetings of advisory committees or standing committees for which an agenda is posted at least 72 hours in advance of the meeting pursuant to Government Code 54954.2, shall be considered, for purposes of the Brown Act, as regular meetings of the Board. (Government Code 54954)



However, Board advisory committees composed solely of less than a quorum of the members of the Board (other than any such committee with a continuing subject matter jurisdiction, or a meeting schedule fixed by the Board) are not subject to open meeting laws. (Government code 54952)

(cf. 9320 - Meetings and Notices)


(cf. 9322 - Agenda/Meeting Materials)

Standing committees with a continuing subject matter jurisdiction include but are not limited to those responsible for providing advice on budgets, audits, contracts and personnel matters at the Board's request.

The Superintendent or designee may serve as an advisor to any committee at the discretion of the Board.

Whenever so charged, committees may actively seek input and participation by parents/guardians, staff, community and students and may consult with local public boards and agencies.

When a majority of the members of the Board attend an open and noticed meeting of a standing committee, the board members who are not members of the standing committee shall attend only as observers. (Government Code 54952.2)



Legal Reference:
EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35024 Executive committee

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

54952 Legislative body, definition

54952.2 Definition of Meetings

54954 Time and place of regular meetings; special meetings; emergencies

54954.3 Opportunity for public to address legislative body

ATTORNEY GENERAL OPINIONS

81 Ops.Cal.Atty.Gen. 156 (1998)

80 Ops.Cal.Atty.Gen. 308 (1997)

79 Ops.Cal.Atty.Gen. 69 (1996)

Bylaw

approved: August 6, 1997

revised: June 13, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California



Sequoia Union HSD

Board Bylaws

BB 9140

Board Representatives

The Governing Board recognizes that effective performance of its community leadership responsibilities may require its participation in district or community committees on matters of concern to the district and its students. As needed, the Board of Trustees may appoint any of its members to serve as its representatives on district committees or advisory committees of other public agencies or organizations of which the Board or district is a member or to which the Board is invited to participate. Due to open meeting law requirements, a majority of the Board shall not be appointed to serve on the same committee. Whenever possible Board member selection for committees will occur at open Board meetings. In those instances where three or more members express interest in serving on a committee, the Board President shall appoint two. Whenever time constraints do not allow committee appointments in an open meeting, the Superintendent shall contact the Board President who will select up to two Board members. All Board members will be notified of the appointments no later than the following Board meeting.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 9000 - Role of the Board)

(cf. 9130 - Board Committees)

(cf. 9270 - Conflict of Interest)

(cf. 9320 - Meetings and Notices)

When making such appointments, the Board shall clearly specify the authority and responsibilities of the representative(s), including, but not limited to, reporting back to the Board regarding committee activities and/or actions. Board representatives shall not exercise the authority of the Board without prior Board approval.

(cf. 9005 - Governance Standards)


(cf. 9200 - Limits of Board Member Authority)

If a committee discusses a topic on which the Board has taken a position, the Board member may express the position of the Board. When contributing individual ideas or opinions on other topics, he/she shall make it clear that he/she is speaking as an individual, not on behalf of the Board.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9010 - Public Statements)

Board Representative to Elect Members of County Committee on School District Organization



At its annual organizational meeting, the Board shall designate one Board member as its representative to elect members to the county committee on school district organization.
(Education Code 35023)

(cf. 9100 - Organization)

~~The Board may provide the representative with nominees to this committee.~~

~~A Board member is eligible to serve as a member of the county committee on school district organization. (Education Code 4007)~~

(cf. 9100 - Organization)

Legal Reference:

EDUCATION CODE

4000-4014 County committees on school district organization

35020-35046 School district officers and agents (power of governing board to employ or appoint)

35160 Authority of governing boards

GOVERNMENT CODE

54952.2 Meetings

Bylaw

approved: August 6, 1997

revised: April 5, 2000

revised: May 16, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT

Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9200

Limits Of Board Member Authority

The Board of Trustees is the unit of authority over the District. It has broad but clearly limited powers. The exercise of its authority is restricted to the functions required or permitted by law, and then only when it acts in a legally constituted meeting.

(cf. 9000 - Role of the Board)

The board member has no individual authority. The board member may not commit the District to any policy, act or expenditure. The board member cannot do business with the District served, nor should the board member have an interest in any contract with the school district. The board member represents and acts for the community as a whole and does not represent any fractional segment of the community.

(cf. 9270 - Conflict of Interest)

Individual members of the Board, by virtue of holding office, shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual board members shall submit requests for information to the Superintendent. At his/her discretion, the Superintendent may refer the request to the entire Board for consideration. If approved, the Superintendent or designee shall perform any necessary research associated with the request and report to the Board at a future meeting.

(cf. 1340 - Access to District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. 9322 - Agenda/Meeting Materials)

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.

Because his/her position as a board member may inhibit the performance of school personnel, a board member shall not serve as a volunteer aide in the District without the approval of the Superintendent or designee.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3320 - Claims and Actions Against the District)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

A Board member whose child is attending a district school should be aware of his/her role as a Board member when interacting with district employees about his/her child. Because his/her position as a Board member may inhibit the performance of school personnel, the Board member should inform the Superintendent or designee before volunteering in his/her child's classroom.

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall provide a copy of the state's open meeting laws (Brown Act) to each Board member and to anyone who is elected to the Board but has not yet assumed office.

Board members and persons elected to the Board who have not yet assumed office are responsible for complying with the requirements of the Brown Act. (Government Code 54952.1)

Obligations of Board Members

Board members should hold the education of students and youth above any partisan principle, group interest, or personal interest.

Board members should understand their role and the programs offered by the District. They should study all agenda materials before the meeting, participate in the discussion of items which come before the Board, vote on motions and resolutions, and abstain only for compelling reasons.

(cf. 9240 - Board Development)
(cf. 9271 - Code of Ethics)
(cf. 9320 - Meetings and Notices)

Board members shall refer board-related correspondence to the Superintendent or designee for forwarding to the Board or for placement on the Board's agenda.

(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

EDUCATION CODE

7054 Use of district property
35010 Control of district; prescription and enforcement of rules
35100-35351 Governing boards - esp.
35160-35184 Powers and duties
35230-35240 Corrupt practices
35291 Rules
35292 Visits to schools (Board members)

GOVERNMENT CODE

54952.1 Member of a legislative body of a local agency
54952.7 Copies of chapter to members of legislative body
54959 Penalty for unlawful meetings

Bylaw

approved: August 6, 1997
revised: June 27, 2012
under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9220

Board Of Trustees Elections

Any person is eligible to be a board member, without further qualifications, if he/she is 18 years of age or older, a citizen of the state, a resident of the school District, a registered voter and not legally disqualified from holding civil office. (Education Code 35107)

A District employee elected to the Board of Trustees shall resign his/her position before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

(cf. 9224 - Oath of Affirmation)

(cf. 9270 - Conflict of Interest)

Whenever possible, the Board shall consolidate Board elections with the local municipal or statewide primary or general election. Board election procedures shall be conducted in accordance with state and federal law.

(cf. 9110 - Terms of Office)

Campaign Conduct

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications

The Board shall assume no part of the cost of printing, handling, translating or mailing candidate statements.

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official which: (Elections Code 10509)

1. Describes elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Indicates that the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

(cf. 9223 - Filling Vacancies)

Tie Votes in Board Member Elections

Before each election, the Board shall establish that a potential tie is to be resolved by lot.
(Education Code 5016)

After an election for which the Board has decided to resolve a tie by lot, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office, county board of education

5000-5033 Elections

5220-5231 Elections

5300-5304 General provisions (conduct of elections)

5320-5329 Order and call of elections

5340-5345 Consolidation of elections

5360-5363 Election notice

5380 Compensation (of election officer)

5390 Qualifications of voters

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions

7054 Use of district property

35107 Eligibility; school district employees

35177 Campaign expenditures or contributions

35239 Compensation of governing board member of districts with less than 70 ADA

ELECTIONS CODE

1302 Local elections, school district election

2201 Grounds for cancellation

4000-4004 Elections conducted wholly by mail

10400-10418 Consolidation of elections

10509 Notice of election by secretary

10600-10604 School district elections

13307 Candidate's statement

13309 Candidate's statement, indigency

20440 Code of Fair Campaign Practices

GOVERNMENT CODE

1021 Conviction of crime

1097 Illegal participation in public contract

12940 Nondiscrimination, Fair Employment and Housing Act

81000-91014 Political Reform Act

PENAL CODE

68 Bribes

74 Acceptance of gratuity

424 Embezzlement and falsification of accounts by public officers

661 Removal for neglect or violation of official duty

CALIFORNIA CONSTITUTION

Article 2, Section 2 Voters, qualifications

Article 7, Section 7 Conflicting offices

Article 7, Section 8 Disqualification from office

COURT DECISIONS

Randall v. Sorrell, (2006) 126 S.Ct. 2479

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 49 (2002)

83 Ops.Cal.Atty.Gen. 181 (2000)

81 Ops.Cal.Atty.Gen. 98 (1998)

69 Ops.Cal.Atty.Gen. 290 (1986)

Management Resources:

WEB SITES

California Secretary of State's Office: <http://www.ss.ca.gov>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute for Local Self Government: <http://www.ca-ilg.org/>

Bylaw

approved: August 6, 1997

revised: August 29, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT

Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9222

Resignation

A Board of Trustees member who wishes to resign may do so by filing a written resignation with the County Superintendent of Schools. (Education Code 5090)

A copy shall be given to the Board Secretary.

The written resignation is effective when filed, except when a deferred effective date is specified in the resignation. (Education Code 5090)

A board member may not defer the effective date of his/her resignation for more than 60 days after filing. (Education Code 5091)

A written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable upon being filed. (Education Code 5090)

Upon resignation, the board member may continue to exercise all his/her powers, save that of voting for a successor, until the effective date of resignation. (Education Code 35178)

(cf. 9270 - Conflict of Interest)

Legal Reference:

EDUCATION CODE

5090 Definition (vacancy)

5091 Special Election

35178 Resignation with deferred effective date

Bylaw

approved: August 6, 1997

re-adopted: September 12, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9223

Filling Vacancies

Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)

3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including by recall (Elections Code 11384; Government Code 1770)
5. A Board member's ceasing to be a resident of the district (Government Code 1770)
6. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
 - a. Upon district business with the approval of the Board
 - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days.
 - c. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

- d. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard. If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.
 - 7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)
 - 8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)
 - 9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)
- (cf. 9224 - Oath or Affirmation)
- 10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)
 - 11. The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond (Government Code 1770)
 - 12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)
 - 13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)
2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)
3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

(cf. 9220 - Governing Board Elections)

Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

cf. 9130 - Board Committees)

(cf. 9323.2 - Actions by the Board)

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation

2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

(cf. 9100 - Organization)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Legal Reference:

EDUCATION CODE

- 5000-5033 Elections
- 5090-5095 Vacancies
- 5200-5208 Districts governed by boards of education
- 5300-5304 Elections
- 5320-5329 Order and call of election
- 5340-5345 Consolidation of elections
- 5360-5363 Election notice
- 5420-5426 Cost of elections
- 5440-5442 Miscellaneous provisions, elections
- 35107 Eligibility of board members
- 35178 Resignation with deferred effective date

ELECTIONS CODE

10600-10604 School district elections

11381-11386 Candidates for recall

GOVERNMENT CODE

1064 Absence from state

1770 Vacancies: definition

3000-3003 Forfeiture of office

3060-3075 Removal other than by impeachment

6061 One time notice

54950-54963 The Ralph M. Brown Act

PENAL CODE

88 Bribery, forfeiture from office

UNITED STATES CODE, TITLE 18

704 Military medals or decorations

ATTORNEY GENERAL OPINIONS

58 Ops.Cal.Atty.Gen. 888 (1975)

Management Resources:

CSBA PUBLICATIONS

Filling a Board Vacancy, rev. December 2010

WEB SITES

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

California State Attorney General's Office, Quo Warranto Applications:

http://ag.ca.gov/opinions/quo_warranto.php

Bylaw

approved: August 6, 1997

revised: June 27, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT

Redwood City, California

Remove

Sequoia Union HSD | E 9223 Board Bylaws

Filling Vacancies

Events causing vacancy before expiration of term (Government Code 1770)

An office becomes vacant on the happening of any of the following events before the expiration of the term:

- (a) The death of the incumbent
- (b) The adjudication pursuant to a quo warranto proceeding declaring that the incumbent is physically or mentally incapacitated due to disease, illness or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term
- (c) His/her resignation
- (d) His/her removal from office
- (e) His/her ceasing to be an inhabitant of the District for which the officer was chosen or appointed or within which the duties of his/her office are required to be discharged
- (f) His/her absence from the state without the permission required by law beyond the period allowed by law
- (g) His/her ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by sickness or when absent from the state with the permission required by law
- (h) His/her conviction of a felony or any offense involving a violation of his/her official duties. An officer shall be deemed to have been convicted under this subdivision when trial court judgment is entered. For the purposes of this subdivision, "trial court judgment" means a judgment by the trial court either sentencing the officer or otherwise upholding and implementing the plea, verdict or finding.
- (i) His/her refusal or neglect to file his/her required oath or bond within the time prescribed
- (j) The decision of a competent tribunal declaring void his/her election or appointment
- (k) The making of an order vacating his/her office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond
- (l) His/her commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate or stimulant addict; in this event, the office shall not be deemed vacant until the order of commitment has become final.

Absence from state; members of Board of Trustees of school districts; conditions (Government Code 1064)

Remove
No member of the Board of Trustees of a school District shall be absent from the state for more than 60 days, except in any of the following situations:

- (a) Upon business of the school District with the approval of the board
- (b) With the consent of the Board of Trustees of the school District for an additional period not to exceed a total absence of 90 days
- (c) For federal military deployment not to exceed six months as a member of the armed forces of the United States or the California National Guard

In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board of Trustees of the school District for an additional period not to exceed 30 days.

Exhibit SEQUOIA UNION HIGH SCHOOL DISTRICT

version: August 6, 1997 Redwood City, California



Sequoia Union HSD

Board Bylaw

BB 9230

Orientation

Board Candidate Orientation


The Board of Trustees desires to provide board candidates with orientation that will enable them to understand the responsibilities of board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and board responsibilities. He/she may also provide candidates with information about the election process, including, but not limited to, information about campaign conduct and ballot statement information.

(cf. 9200 - Members (Limits of Authority)

(cf. 9220 - Governing Board Elections)

(cf. 9270 - Conflict of Interest)

The Board encourages all candidates to attend public board meetings during the period of their candidacy. Candidates have the same access as members of the public to district staff and information.



(cf. 1340 - Access to District Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

New Board Member Orientation


The Board and the Superintendent or designee shall help each new member-elect to understand district operations and the Board's functions, policies and procedures as soon after election as possible.

Upon their election, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office.

The Superintendent may provide incoming Board members with additional background and information regarding the district's vision and goals, operations, and current challenges in areas that include, but are not limited to, student achievement, curriculum, finance, facilities, policy, human resources, and collective bargaining.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)



Incoming members are encouraged to attend Board meetings and review agenda materials available to the public in order to become familiar with current issues facing the district. Incoming members also may, at district expense and with approval of the Board, attend workshops and conferences relevant to their individual needs or to the needs of the Board as a whole or the district.

(cf. 9240 - Board Development)

Legal Reference:

EDUCATION CODE

33360 Department of Education and statewide association of school district boards; annual workshops

33362 Reimbursement of expenses; member of school district board

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially

54952.1 Member of a legislative body

54952.7 Copies of Brown Act to Board members

Bylaw

approved: August 6, 1997

revised: June 27, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

AR 9230

Orientation

In order that the new Board of Trustees member may become fully informed about the Board's functions, policies, procedures, and problems, the new board member orientation program shall consist of the following specific phases:

1. The Board will send a letter of welcome to the new board member. The letter will include an invitation to attend all meetings and functions of the Board, as a visitor, during the interim between election/appointment and the actual assumption of office.
2. The new board member will be furnished with selected materials/equipment dealing with information about the District, state education laws and regulations, and the general pattern of the education program.
3. The Superintendent will initiate individual meetings with the new board member for the primary purpose of orienting the new member of his/her responsibilities and Board procedures.
4. The Superintendent will schedule appointments with selected administrative personnel to afford an opportunity for the new member to discuss specific functions and concerns at different levels of operation.
5. The new member will be encouraged to attend conferences, conventions, and meetings relating to the problems of public education.

Bylaw

approved: August 6, 1997

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9240

Board Development

Citizens elected to the Board of Trustees are entrusted with the responsibility of governing district schools. The Board recognizes that its members need training that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

All Board members may attend conferences for the purpose of board development. Board business shall not be discussed at conferences.

(cf. 9230 - Orientation)

(cf. 9320 - Meetings and Notices)

Board members shall report to the Board, orally or in writing, soon after attending conferences, workshops, or meetings with educational related organizations.

Funds for board development shall be budgeted annually for the Board.

(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

Legal Reference:

EDUCATION CODE

33360 Department of Education and statewide association of school district boards; annual workshop

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially

54952.2 Meeting

Bylaw

approved: August 6, 1997

revised: August 29, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD | BB 9224 Board Bylaws

Oath Or Affirmation

When entering upon the duties of their office, all Board of Trustees members shall take the oath or affirmation required by law. (Constitution of the State of California, Article 20, Section 3)

A Board member, the Superintendent, or an authorized designee may administer this oath. (Education Code 60)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

Legal Reference:

EDUCATION CODE

60 Persons authorized to administer and certify oaths

GOVERNMENT CODE

1360-1363 Oath of office

3100-3109 Oath or affirmation of allegiance

CONSTITUTION OF THE STATE OF CALIFORNIA

Article 20, Section 3 Oath of office

Vogel v. County of Los Angeles (1967) 68 Cal. 2d 18, 22

Chilton v. Contra Costa Community College District 55 Cal. App. 3d 554

Bylaw SEQUOIA UNION HIGH SCHOOL DISTRICT

approved: August 6, 1997 Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9240

Board Development

Citizens elected to the Board of Trustees are entrusted with the responsibility of governing district schools. The Board recognizes that its members need training that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

All Board members may attend conferences for the purpose of board development. Board business shall not be discussed at conferences.

(cf. 9230 - Orientation)
(cf. 9320 - Meetings and Notices)

Board members shall report to the Board, orally or in writing, soon after attending conferences, workshops, or meetings with educational related organizations.

Funds for board development shall be budgeted annually for the Board.

(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

Legal Reference:

EDUCATION CODE

33360 Department of Education and statewide association of school district boards; annual workshop

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially

54952.2 Meeting

Bylaw

approved: August 6, 1997

revised: August 29, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9250

Renumeration, Reimbursement And Other Benefits

Renumeration

Board of Trustees members may receive compensation for their services. On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

To be eligible for such compensation, the member must attend all scheduled regular and special meetings of the Board. Exceptions to regular attendance may be made by resolution of the Board and recorded in the minutes that it finds that:

1. The member was absent at the time of the meeting because he/she was performing services outside the meeting for the school district.
2. The member was ill or on jury duty; or
3. The absence was due to a hardship deemed acceptable by the Board.

If a member does not attend all Board meetings during the month, he/she is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

Reimbursement of Expenses

In addition to expenses associated with Board-approved meetings, trips, or activities, Board members shall be reimbursed for all expenses, in an amount not to exceed \$1,000; to attend other programs, meetings, conferences, conventions, or training programs, provided that participation in such programs is of benefit to the District. Expenses in connection with such attendance will be allowed including primarily, transportation, lodging, meals, registration fees, and parking. Submission of requests for advances or reimbursement will be on district-approved forms. Itemized receipts of hotel accommodations will be submitted along with the request for reimbursement. ~~incurred in attending meetings or making trips on official district business when so authorized in advance by the Board.~~ (Education Code 35044)

Budgetary provisions will include each board member having an allowance not to exceed \$2000, unless approved by the Board, or being authorized to attend small, local programs and two major meetings, conferences, or conventions annually, whichever is less, which will be of benefit to the District. Expenses in connection with such attendance will be allowed, including primarily, transportation, lodging, meals, registration fees, and parking. Submission of requests for advances or reimbursement will be on district-approved forms. Receipts for transportation for hotel accommodations will be submitted along with the request for reimbursement.

The rate of reimbursement shall be the same rate specified for district personnel.

(cf. 3350 - Travel Expenses)

Board members will report on their activities within one month of their attendance at a conference.

(cf. 3350 - Travel Expenses)

(cf. 9240 - Board Development)

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for district employees.

The District shall pay the cost of all premiums for board members electing to participate in the district health and welfare benefits program up to the maximum amount offered to active employees.

Benefits for Retired Board Members

Any member retiring from the Board after at least one term may continue the health and welfare benefits program at his/her own expense under Consolidated Omnibus Budget Reconciliation act (COBRA) rules.

The District shall pay health insurance premiums for retired board members who served in office after January 1, 1981, and who have served a total of 12 years or more. These payments shall be made to the same extent that they were being made before January 1, 1994, and under the same terms. The Board may grant the same or a lesser benefit upon retirement to current board members, provided that they served 12 years or more on the Board, and provided that their first term began before January 1, 1995. This benefit shall not be granted to board members whose first term of office began on or after January 1, 1995.

Legal Reference:
EDUCATION CODE

1090 Compensation for members and mileage allowance
33050-33053 General waiver authority
33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)
35012 Board members; number, election and term
35044 Payment of traveling expenses of representatives of board
35120 Compensation (services as member of governing board)
35172 Promotional activities
44038 Cash deposits for transportation purchased on credit

GOVERNMENT CODE

20322 Elective officers; election to become member
53200-53209 Group insurance
UNITED STATES CODE, TITLE 26
403(b) Tax-sheltered annuities

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598
Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

WEB SITES

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

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw

adopted: August 6, 1997
revised: April 6, 2005
revised: August 29, 2012
under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9260

LEGAL PROTECTION

Liability Insurance

The Board of Trustees shall provide insurance necessary to protect board members and employees from any judgment resulting from suits brought against them alleging their liability while action within the scope of their employment and/or under the direction of the Board. The insurance shall cover claims in such matters as civil rights actions, negligence or other acts resulting in accidental injury to any person or damage to property.

(cf. 3530—Risk Management/Insurance)

Legal Reference:

EDUCATION CODE

17029.5 Contract funding; board liability

17280-17316 Field Act, approvals

17365-17374 Field Act, fitness for occupancy

35208 Liability insurance

35214 Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)

GOVERNMENT CODE

820.9 Immunity from liability

815.3 Intentional torts

825 Defense by public entity

825.6 Indemnification of public entity

1090-1098 Conflicts of interest, prohibitions applicable to specified officers

54950-5495.7.9 The Ralph M. Brown Act

87100-89503 Conflicts of interest

Caldwell v. Montoya (Paramount Unified School District) 10 Cal 4th 972 (1995)

Bylaw

approved: August 6, 1997

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9271

Code of Ethics

This code of ethics expresses the personal ideals which the Board of Trustees believes should guide each school board member's activities.

In all actions as a school board member, the member's first commitment is to the well-being of our youth. His/her primary responsibility is to every student in the District.

Board members also have other major commitments to:

- The Community. Each board member is responsible to all residents of the District and not solely to those who elected him/her; nor solely to any organization to which he/she may belong, or which may have supported his/her election.
- Individuals. Each board member has a direct concern for every individual in the community. As an integral part of his/her duties, he/she represents the authority and responsibility of government. This authority must be exercised with as much care and concern for the least influential as for the most influential member of the community.
- Employees. The board member's actions may affect the capability of District employees to practice their trade or profession and should encourage their increasing competence and professional growth.
- Laws, Policies. Each board member must be aware of, and comply with, the constitutions of State and Nation, the Education Code of the State of California, other laws pertaining to public education, and the established policies of the District.
- Decision Making. Each board member is obliged by law to participate in decisions pertaining to education in the District. As an elected representative of the people, the Board member can neither relinquish nor delegate this responsibility to any other individual or group.
- Individual Feelings and Philosophy. Every individual board member has something to contribute to society.

Understanding and acting upon the foregoing premises, each board member shall:

- Consider his/her position on the Board as a public trust and not use it for private advantage or personal gain.
- Be constantly aware that he/she has no legal authority except when acting as a member of the Board. Board members shall present their concerns and concepts through the process of board debate. If in the minority of any decision, they shall abide by and support the majority decision. When in the majority, they shall respect divergent opinions.

- Encourage ideas and opinions from the residents of the District and endeavor to incorporate community views into the deliberations and decisions of the Board.
- Devote sufficient time, thought, and study to proposed actions so as to be able to base decisions upon all available facts and vote in accordance with honest convictions, unswayed by partisan bias of any kind.
- Remember that the basic functions of the Board are to establish the policies by which District schools are administered and to select the Superintendent or designee and staff who will implement those policies.
- Promote and participate actively in a concerted program of timely exchange of information with all District residents, parents/ guardians, employees and students.
- Recognize that the deliberations of the Board in closed session may be released or discussed in public only with Board approval.
- Make use of opportunities to enlarge his/her potential as a board member through participation in educational conferences, workshops and training sessions made available by local, state and national agencies.

Bylaw
approved: August 6, 1997
under review: **May 25, 2016**

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9310

Policy Manual

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 9000 - Role of the Board)

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agendas/Meeting Materials)

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision or goals, educational research or trends, or a change in the superintendency or Board membership. The need may also occur as a result of an incident that has arisen in the district or a recommendation or request from staff or other interested persons.
2. As needed, the Superintendent or designee shall gather fiscal and other data, staff and public input, related district policies, sample policies from other organizations or agencies, and other useful information to fully inform the Board about the issue.

(cf. 1220 - Citizen Advisory Committees)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, how the proposed policy may affect student learning, community expectations, staff recommendations, fiscal impact, as well as the policy's impact on governance and operational efficiency.
4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.
5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Conduct)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323.2 - Actions by the Board)

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own government consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and

objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other necessary provisions. The Superintendent or designee also may develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board **will ordinarily** ~~may~~ review and/or approve regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At the time a policy is adopted, the Board and Superintendent or designee shall determine whether an evaluation of the policy should be scheduled and, if so, shall agree upon a timeline and measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

Access to Policies

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. A public copy of the policy manual shall be maintained at the district central office. In addition, an electronic copy shall be maintained in California School Board Association (CSBA's) Governance and Management Using Technology (GAMUT), on-line service.

(cf. 1113 - District and School Web Sites)

(cf. 1340 - Access to District Records)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue.

(cf. 1112 - Media Relations)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

(cf. 6020 - Parent Involvement)

Suspension of Policies

No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions.

If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

Management Resources:

CSBA PUBLICATIONS

Targeting Student Learning: The School Board's Role as Policymaker, 2005

Maximizing School Board Leadership: Policy, 1996

WEB SITES

CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online™), Policy Audit Program, Individual District Policy Workshops, Agenda Online, and Manual Maintenance: <http://www.csba.org/ps>

National School Boards Association: <http://www.nsba.org>

Bylaw

approved: August 6, 1997

revised: August 29, 2012

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT

Redwood City, California

Sequoia Union HSD | BB 9311 Board Bylaws

Board Policies

The Board of Trustees recognizes that it has an important responsibility to establish policies which communicate its direction for the operation of the schools. Policies are written statements adopted by the Board which communicate the guidelines within which the Superintendent or designee and staff may take discretionary action.

(cf. 2210 - Administrative Leeway in Absence of Board Policy)

The Superintendent or designee shall present drafts or suggestions for new policy and policy revisions when changes in law occur and when specific needs arise.

The Board encourages members of the community to contribute information and opinions for the Board's consideration and to propose revisions to policy. When drafting or revising policies which affect other governmental agencies, the Board welcomes input from these agencies and will cooperate with them in addressing matters of mutual concern.

The Superintendent or designee shall provide for the continuous orderly review of existing policies at a time allocated for this purpose on the agenda of regular board meetings. Policies not amended shall be officially readopted by the Board.

The Board shall review certain policies annually, as required by law. (Education Code 35160.5)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 6145 - Extracurricular and Cocurricular Activities)

The adoption of policy shall conform with board bylaws governing agendas, meetings, and voting. Only those written statements adopted and recorded in the minutes shall constitute official board policy.

Before adoption, policies shall normally be given two readings by the Board.

At its second reading, the policy may be adopted by a majority vote of all members of the Board. The Board may waive the second reading or may require additional readings.

When policies are amended, the Superintendent or designee shall review corresponding administrative regulations to ensure that they conform to the intent of the revised policy.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

Bylaw SEQUOIA UNION HIGH SCHOOL DISTRICT

approved: August 6, 1997 Redwood City, California

re-adopted: September 12, 2012

Sequoia Union HSD

Board Bylaw

Board Bylaws

AR 9311

Board Policies

The office of the Superintendent or designee will receive sample policies, regulations and bylaws issued by the California School Boards Association. The following procedures will be follows:

1. The Superintendent or designee will review the samples
2. Policies will be reviewed for:
 - a. Legal requirements.
 - b. Applicability at the local level.
 - c. Options legally available to the District.
 - d. Future need
3. The Superintendent or designee may delegate the initial task of review and revision to the administrator with appropriate expertise. However, the Superintendent or designee shall retain the responsibility of final review before submitting policies to the Board.
4. Draft policies, regulations and by laws shall **when appropriate** be submitted to the District's legal counsel for review and recommendations.
5. The Superintendent or designee's office shall place the draft policy, administrative regulation, if appropriate, or bylaw statement on the agenda of a public board meeting for first reading.
6. The Board may return the drafts to the Superintendent or designee for further revision and/or move to give them a second reading and adoption.

Bylaw

approved: August 6, 1997

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California



Sequoia Union HSD | BB 9312 Board Bylaws

Board Bylaws

The Board of Trustees shall adopt board bylaws to govern the internal operations of the Board. When the need for a new bylaw or modification of an existing bylaw is recognized, the Superintendent or designee shall draft a new or modified bylaw for consideration by the Board.

Bylaws may be adopted and amended by a majority vote of all members of the Board, following the same procedures as those used for the adoption or amendment of policy.

(cf. 9311 - Board Policies)

Legal Reference:


EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35163 Official actions, minutes and journals

35164 Vote requirements

Bylaw SEQUOIA UNION HIGH SCHOOL DISTRICT



approved: August 6, 1997 Redwood City, California

re-adopted: September 12, 2012

Sequoia Union HSD

Board Bylaw

BB 9313

Administrative Regulations

In accordance with Board of Trustees policy, the Superintendent shall specify required actions and design detailed arrangements under which the schools will be operated. The Superintendent or designee shall develop administrative regulations when required by law or board policy ~~or when required by board policy, and shall ordinarily submit such regulations for board review and/or approval in his/her judgment, board endorsement of district procedures is desired.~~ Administrative regulations approved by the Board shall be included in the District's policy manual. District and site level procedures will be maintained in other appropriate District and/or site documents.

Administrative regulations shall be consistent with board policies, the California Education Code, education-related laws, negotiated employee contracts, and rules and regulations of the State Board of Education. The Board may direct the revision of any regulations which it finds inconsistent with board policy.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35163 Official actions, minutes and journals

35164 Vote requirements

Bylaw

approved: August 6, 1997

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9314

Suspension Of Policies, Bylaws, Administrative Regulations

Policies, bylaws and administrative regulations may be suspended for a specific purpose and limited time by majority vote.

(cf. 9323.2 – Actions by the Board)

(cf. 9322 – Agenda and Meeting Materials)

Suspension of any policy, bylaw or administrative regulation shall undergo the following consideration:

1. Policies, bylaws or administrative regulation shall be reviewed on their own merits rather than the circumstances of the moment.
2. The Board of Trustees shall decide whether the policy, bylaw or administrative regulation still reflects the intent of the Board the law. If so, the suspension will be denied and the policy, bylaw or administrative regulation reaffirmed in the minutes.

Superintendent's Authority

The Superintendent may suspend all or part of any policy, bylaw or administrative regulation when it conflicts with state or federal law or regulations. The Superintendent shall report the suspension to the Board. **Such** suspensions shall be valid until the policy, bylaw or administrative regulation is rescinded, amended or reaffirmed.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35163 Official actions, minutes and journal

35164 Vote requirements

Bylaw

approved: August 6, 1997

under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD | E 9320 Board Bylaws

Meetings and Notices

Government Code 54954 Provisions Regarding Meetings Outside District Boundaries

Board meetings may be held outside district boundaries only under one or more of the following circumstances: (Government Code 54954)

1. When necessary to comply with state or federal law or court order, or to attend a judicial or administrative proceeding to which the District is a party.
2. To inspect real or personal property which cannot conveniently be brought into the District, provided that the topic of the meeting is limited to items directly related to the property.
3. To participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law.
4. To meet in the closest meeting facility if the District has no meeting facility within its boundaries or if its principal office is located outside the District.
5. To meet with state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the District over which the state or federal officials have jurisdiction.
6. To meet in or near a facility owned by the District but located outside the District, provided the meeting is limited to items directly related to that facility.
7. To visit the office of the District's attorney for a closed session on pending litigation, when doing so would reduce legal fees or costs.
8. To attend conferences on nonadversarial collective bargaining techniques.
9. To interview residents of another district regarding the Board's potential employment of that district's superintendent.
10. To interview a potential employee from another district.

Exhibit SEQUOIA UNION HIGH SCHOOL DISTRICT

version: August 6, 1997 Redwood City, California

Sequoia Union HSD

Board Bylaw

BB 9321

Closed Session Purposes And Agendas

The Board of Trustees may hold closed sessions only for purposes identified in law and placed on the meeting agenda in the manner required by law. The Board may hold a closed session at any time during a regular or special meeting. Whenever possible, closed sessions will not begin **until one hour before the start of the open session.** ~~prior to 6:00 p.m.~~ No closed session may be held during an emergency meeting of the Board. (Government Code 54956.5, 54957.7, 54962)

(cf. 9322 - Agenda/Meeting Materials)

The Board shall **disclose** ~~announce~~ in open meeting the items to be discussed in closed session. No other matters shall be discussed in closed session. (Government Code 54957.7)

Personnel Matters

The Board may hold closed sessions to consider the appointment, employment, evaluation of performance, discipline or dismissal of an employee, or to hear complaints or charges against an employee. These sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 2123 - Evaluation of the Superintendent)

(cf. 4118 - Suspension/Disciplinary Action)

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

Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

Agenda items related to employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following meetings and executive sessions held for negotiation with represented employees shall not be subject to open meeting requirements: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the District and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting or investigation conducted by a factfinder or arbitrator
4. Any executive session of the District or between the District and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4143 - Negotiations/Consultation)

(cf. 4143.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session with the Board's representative to consider matters which have been placed in negotiation and to instruct the representative as to the Board's position on these matters. Such sessions may be held before or during consultations and discussions with representatives of employee organizations and unrepresented employees. The Board also may meet in closed session with a state conciliator or a mediator who has intervened in negotiations proceedings. (Government Code 54957.6)

Closed sessions related to negotiations may include discussion of the District's available funds and funding priorities only insofar as these discussions relate to providing instructions to the District's designated representative. When the negotiations are with unrepresented employees, only salaries, salary schedules and compensation in the form of fringe benefits may be considered. (Government Code 54957.6)

Agenda items related to negotiations shall specify the name of the District negotiator and the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Matters Related to Students

The Board shall meet in closed session to consider a suspension, disciplinary action, or any other action in connection with a student if a public hearing on the matter would violate student privacy rights. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48918, 49073, 49076)

(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," "grade change appeal" or "interdistrict attendance request," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

(cf. 5125 - Student Records)

Security Matters

The Board may meet in closed session with the Attorney General, District attorney, sheriff or chief of police, or their respective deputies, on matters posing a threat to the security of public buildings or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 3515 - Campus Security)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer with whom the Board will consult. (Government Code 54954.5)

Conference with Real Property Negotiator

The Board may meet in closed session with the Board's real property negotiator prior to the purchase, sale, exchange or lease of real property in order to give its negotiator the authority to settle the price and terms of the property on behalf of the District. (Government Code 54956.8)

Before holding the closed session, the Board shall at a public meeting identify the property under negotiation and specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the name of the negotiating parties and the street address of the real property under negotiation, the parcel number or another unique reference. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the Board's position in the case. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation shall be considered pending when any of the following circumstances exist:

1. Litigation to which the Board is a party has been initiated formally. (Government Code 54956.9(a))
2. Based on existing facts and circumstances and the advice of legal counsel, the Board is meeting only to decide whether there is a significant exposure to litigation against the District and a closed session is therefore authorized or the Board has already determined that there is significant exposure to litigation against the District. (Government Code 54956.9(b))
3. Pursuant to Government Code 54956.9(c), the Board has decided to initiate or is deciding whether to initiate litigation.

"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in #2 above are limited to the following:

1. Facts and circumstances that might result in litigation against the District but which the District believes are not yet known to potential plaintiffs and which do not need to be disclosed
2. Facts and circumstances such as accidents, disasters, incidents or transactional occurrences which might result in litigation, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda
3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(cf. 3320 - Claims and Actions Against the District)

4. A threat of litigation made by a person in an open meeting and related to a matter for which the Board has responsibility

5. A threat of litigation made by a person outside of an open meeting and related to a matter for which the Board has responsibility, provided that the District official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection

The above record does not need to identify an alleged victim or perpetrator of tortuous sexual conduct or a victim or alleged victim of child abuse unless this identity has already been made public. (Government Code 54956.9, 55961)

Before holding a closed session pursuant to this section, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on subdivision (a), the Board shall either identify the litigation to be discussed or state that doing so would jeopardize the District's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding "Existing Litigation" or "Anticipated Litigation." (Government Code 54954.5)

"Existing litigation" items shall either specify the claimant's name, names of parties and case or claim number or shall state that disclosure would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the District expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. (Government Code 54954.5)

The agenda or an oral statement before the closed session may also be required to provide information about the following: (Government Code 54954.5, 54956.9)

1. Facts and circumstances known to a potential plaintiff that might result in litigation against the District
2. The receipt of a claim or other written threat of litigation which is available for public inspection
3. A threat of litigation made by a person in an open public meeting
4. Threats of litigation about which an employee has made a record which is available for public inspection

JPA/Self-Insurance Liability Claims

The Board may meet in closed session to discuss a claim against a joint powers authority or self-insurance authority of which it is a member, for the payment of tort liability losses, public liability losses or workers' compensation liability. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3320 - Claims and Actions Against the District)

(cf. 3530 - Risk Management/Insurance)

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that the Education Code requires closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Legal Reference:

EDUCATION CODE

35145 Public meetings

35146 Closed session (re student suspension)

48918 Rules governing expulsion procedures; hearings and notice

49073 Release of directory information

49076 Access to records by persons without written parental consent (re invasion of privacy)

60617 Meetings of governing board

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

6250-6268 California Public Records Act

54950-54962 The Ralph M. Brown Act, especially

54952.6 Action taken, definition

54954.2 Agenda; posting

54954.5 Closed session item descriptions

54956.8 Closed session with negotiator regarding real property

54956.9 Closed session with legal counsel regarding pending legislation

54956.95 Closed sessions; insurance pooling

54957 Closed session; personnel and security matters
54957.1 Closed sessions; public report of action taken
54957.2 Taking of minutes at closed sessions; clerk; minute book
54957.6 Closed session; representatives to employee organization(s)
54957.7 Disclosure of items to be discussed in closed session
54961 Prohibitions
54962 Closed session prohibited
Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal.App.
2d 41, 69 Cal. Rptr. 480
Roberts v. City of Palmdale (1993) 5 Cal.4th 363
59 Ops. Cal. Atty. Gen. 532 (1976)

Bylaw
adopted: August 6, 1997
under review: May 25, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California

Sequoia Union HSD | BB 9321.1 Board Bylaws

Closed Session Actions And Reports

No matters other than those announced in open session shall be acted upon during the closed session. (Government Code 54957.7)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall reconvene in open session before adjourning and report closed session actions, the votes or abstentions thereon, and other disclosures required by Government Code 54957.1. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing them. (Government Code 54957.7)

Personnel Matters

The Board shall report any personnel action taken and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall identify the title of the position. However, the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 2123 - Evaluation of the Superintendent)

(cf. 4118 - Suspension/Disciplinary Action)

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

Negotiations/Collective Bargaining

Final action on the proposed compensation of one or more unrepresented employees shall not be taken during the closed session. (Government Code 54957.6)

Approval of an agreement concluding closed session labor negotiations with represented employees shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

(cf. 4143 - Negotiations/Consultation)

(cf. 4143.1 - Public Notice - Personnel Negotiations)

Student Matters

Actions related to student matters shall be taken in open session and shall be a matter of public record. No information shall be released in violation of student privacy rights provided in law. (Education Code 35146, 48918)

Students shall not be named on these public records.

(cf. 5117 - interdistrict Attendance)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5125 - Student Records)

(cf. 5125.3 - Challenging Student Records)

(cf. 5144 - Discipline)

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

Real Estate Negotiations

Approval of an agreement concluding real estate negotiations shall be reported after the agreement is final. If the Board renders the agreement final, it shall report that approval, the votes or abstentions thereon, and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the District of its approval. (Government Code 54957.1)

Pending Litigation

The Board shall report the following actions related to pending litigation, and the votes or abstentions thereon, at the public meeting during which the closed session is held: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the District's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation and if final approval rests with the other party or with the court, the District shall report the fact of approval, the substance of the agreement and the vote and abstentions thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

JPA/Self-Insurance Claims

The Board shall report the disposition of joint powers authority or self-insurance claims and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall include the name of the claimant(s), the name of the agency claimed against, the substance of the claim and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

(cf. 3320 - Claims and Actions Against the District)

(cf. 3530 - Risk Management/Insurance)

Review of Assessment Instruments

At the public meeting during which the Board holds a closed session to review student assessment instruments, the Board shall confirm that this review was made. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

35145 Public meetings

35146 Closed session (re student matters)

48918 Rules governing expulsion procedures; hearings and notice

49073-49079 Privacy of student records

60617 Meetings of governing board

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially

54957.1 Closed sessions; public report of action taken

54957.6 Closed sessions; representatives to employee organization(s)

54957.7 Disclosure of items to be discussed

Bylaw SEQUOIA UNION HIGH SCHOOL DISTRICT

approved: August 6, 1997 Redwood City, California

Sequoia Union HSD | BB 9323.2 Board Bylaws

Actions By The Board

An "action" by the Board means:

1. A collective decision by a majority of the Board members,
2. A vote by a majority of the members when sitting as the Board. (Government Code 54952.6)

(cf. 9320 - Meetings and Notices)

The Board may take action in a regular meeting on a subject not listed on the published agenda only when it publicly identifies the item to be acted upon in conjunction with one of the following circumstances: (Government Code 54954.2)

1. The Board, by majority vote of its members, determines that the action responds to an emergency situation. Pursuant to Government Code 54956.5, an emergency situation is a work stoppage, crippling disaster, or other activity which severely impairs public health or safety.
2. The Board determines, either by a two-thirds majority vote of the members or, if unavailable, by the unanimous vote of all members present, that the need to take immediate action came to the District's attention after the posting of the agenda.
3. The matter was properly posted for a previous meeting occurring not more than five days earlier and was continued to the meeting at which action is being taken.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Challenging Board Actions

Any demand to correct a board action because of an alleged violation of open meeting requirements shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation of the Brown Act concerns action taken in violation of agenda requirements, the written demand must be made within 30 days of the date when the alleged action took place. The demand shall clearly describe the challenged action and the nature of the alleged violation. Within 30 days of receiving the demand, the Board shall review the action in question and shall inform the demanding party in writing of its decision to correct or not to correct the action. (Government Code 54960.1)

It is the Board's intent to post all items on the agenda, however, it recognizes that there are instances when timely information received after the agenda is posted, should be communicated to the Board. When a Board discusses an item not on the agenda, but does not take action, the courts have held there is no legal cause of action for violation of the Brown Act.

Legal Reference:

EDUCATION CODE

15266 School construction bonds

17466 Declaration of intent to sell or lease real property

17481 Lease of property with residence for nondistrict purposes

17510-17511 Resolution requiring unanimous vote of all members constituting board

17546 Private sale of personal property

17556-17561 Dedication of real property

17582 District deferred maintenance fund

17583 Deferred maintenance fund; transfer of excess local funds

35144 Special meeting

35145 Public meetings

35164 Majority vote of all members constituting board for board action

35165 Vacancies, effect on majority and unanimous vote

48660 Establishment of community day schools

48661 School site restrictions for community day schools

CODE OF CIVIL PROCEDURE

1245.240 Eminent domain vote requirements

1245.245 Eminent domain, resolution adopting different use

GOVERNMENT CODE

53094 Authority to render zoning ordinance inapplicable

53097 Compliance with ordinances

53097.3 Charter school ordinances

53724 Parcel tax resolution requirements

53790-53792 Exceeding the budget

53820-53833 Temporary borrowing

53850-53858 Temporary borrowing

54950 Meetings: declaration; intent; sovereignty

54952.6 Action taken, definition

54953 Meetings to be open and public; attendance; secret ballots

54953.5 Right to record proceedings; conditions

54954.2 Agenda posting requirements; board actions

54954.5 Closed session item descriptions

54954.6 New or increased taxes or assessments; hearings; notice

54956 Special meetings; call; notice

54956.5 Emergency meetings in emergency situations

54960 Action to prevent violations

54960.1 Challenge of governing board actions

54960.5 Costs and attorney fees

65352.2 Coordination with planning agency

PUBLIC CONTRACT CODE

3400 Bid specifications

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20113 Emergencies, award of contracts without bids

COURT DECISIONS

Bell v. Vista Unified School District, (2002) 82 Cal.App.4th 672

Boyle v. City of Redondo Beach, (1999) 70 Cal.App.4th 1109

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 1999

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies,, California Attorney General's Office, 2002

CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000

WEB SITES

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

California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw SEQUOIA UNION HIGH SCHOOL DISTRICT

approved: August 6, 1997 Redwood City, California

Revised: October 4, 2000

Sequoia Union HSD | E 9323.2 Board Bylaws

Actions by the Board

Actions Requiring More Than A Majority Vote

Actions requiring a two-thirds vote of the Board include:

1. Resolution declaring intention to sell or lease real property. (Education Code 17466)
(cf. 3280 - Sale, Lease and Rental of District-Owned Real Property)
2. Resolution declaring intent of Board to convey or dedicate property to the state or any political subdivision. (Education Code 17557)
3. Resolution authorizing and directing the Board President to execute a deed of dedication or conveyance of property. (Education Code 17559)
4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable. (Education Code 17481)
5. Temporary borrowing before receipt of fiscal income, if implemented pursuant to Government Code 53820-53833. (Government Code 53821)
6. Ordering city or county zoning ordinances inapplicable if they would adversely affect the use of property for classrooms. (Government Code 53094)
(cf. 7131 - Relations with Local Agencies)
7. Resolution to transfer excess local funds from a deferred maintenance fund when state funds are insufficient to match local funds being held in the deferred maintenance fund. (Education Code 17582, 17583)

Actions requiring a four-fifths vote of the Board include:

1. The expenditure and transfer of necessary funds and use of district vehicles and personnel to meet a national or local emergency created by war, military, naval or air attack, or sabotage, or to provide for adequate national or local defense. (Government Code 53790-53792)
(cf. 3110 - Transfer of Funds)
2. Adoption of a resolution, between July 15 and August 30, to borrow funds of up to 25% of the estimated income and revenue to be received by the District during the fiscal year from apportionments based on ADA for the preceding year. (Government Code 53822-53824).

Actions requiring a unanimous vote of the Board include:

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas. (Education Code 39431)

2. Private sale of surplus property without advertisement requires the unanimous vote of the board members present establishing that such property is not worth more than \$2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the board members present establishing that the value of such property would not defray the cost of its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Exhibit SEQUOIA UNION HIGH SCHOOL DISTRICT

version: August 6, 1997 Redwood City, California

Sequoia Union HSD | BB 9324 Board Bylaws

Minutes And Recordings

The Secretary of the Board of Trustees shall keep minutes and record all official board actions.
(Education Code 35145, 35163)

(cf. 9323.2 - Actions by the Board)

Copies of the minutes of each regular or special meeting shall be distributed to all board members with the agenda for the next regular meeting.

(cf. 1340 - Access to District Records)

(cf. 9321.1 - Closed Session Conduct and Reports)

Official board minutes and recordings shall be stored in a fire-proof location.

Recording of Votes

Motions or resolutions shall be recorded as having passed or failed. Individual votes shall be recorded unless the action was unanimous. All motions and board resolutions shall be numbered consecutively from the beginning of each fiscal year.

Video or Audio Recording

A video or audio tape recording may be made at any board meeting. The presiding officer shall announce that a recording is being made at the beginning of the meeting, and the recorder shall be placed in plain view of all persons present, insofar as possible.

Recordings made during regular or special board meetings are public records. They shall be kept for at least 30 days and upon request shall be made available for inspection by members of the public on a district recorder without charge. (Government Code 54953.5)

Legal Reference:

EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

PENAL CODE

632 Unlawful to intentionally record a confidential communication without consent of all parties to the communication

GOVERNMENT CODE

54957.2 Closed sessions; clerk; minute book

54960 Violations and remedies

Bylaw SEQUOIA UNION HIGH SCHOOL DISTRICT

approved: August 6, 1997 Redwood City, California

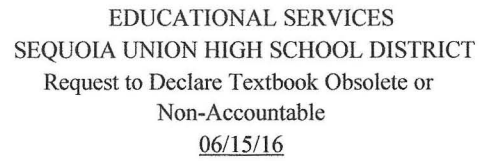
Sequoia Union HSD | BB 9330 Board Bylaws

Board Of Trustees Memberships

It shall be the policy of the Board to maintain membership in the California School Boards Association.

Bylaw SEQUOIA UNION HIGH SCHOOL DISTRICT

approved: August 6, 1997 Redwood City, California

[illegible]

**SUHSD**

**NOTICE OF TEXTBOOK TRANSFER
OR
REQUEST TO DECLARE TEXTBOOK OBSOLETE OR NON-ACCOUNTABLE**

SITE: Carlmont**DEPARTMENT:** Library**DATE:** 6/2/2016

ISBN:	0-13-010310-1	Quantity:	44
Title:	Chemistry the Central Science, 8th edition	On Approved List?	Yes
Author:	Brown	Condition:	Fair
Publisher:	Prentice Hall	Reason:	No longer being used
Copyright Date:	2000	If other, describe:	
Subject:	Chemistry		

Recommended Disposition: Other (please describe below)**If Other, Describe:** 32 books were put as non-accountable for Mr. Guzman's class set. The rest of them are obsolete.**If Declaring Non-Accountable, Specify Location:** Mr. Guzman class set of 32**Additional Comments:** The rest of the books will be obsolete.

TEXTBOOK DEFINITIONS:	<i>Please note that a request to declare a textbook obsolete or non-accountable applies to all schools, regardless of which school initiates the request.</i>
OBSOLETE	A basic or supplementary text that cannot be used for any purpose in the District's program of instruction. Such a text is usually regarded as obsolete when 1) its contents are so out of date that it cannot be used in instruction, or 2) its contents are unusable because of a change in the curriculum.
NON-ACCOUNTABLE	A basic or supplementary text which has no further value in either category and which would otherwise be recommended for obsolescence. Such texts may be used by teachers as reference books or as part of a classroom library on a non-accountable basis.

No additional copies of the same copyright and/or edition, either new or used, may be purchased by any school once the textbook/edition/copyright has been approved for obsolescence or non-accountability.

Department Chairperson	DocuSigned by: <i>Tina Smith</i> A4D525A855EB421
Site Librarian	DocuSigned by: <i>Alice Laine</i> AC748407DA2044A...
Site Principal / IVP	DocuSigned by: <i>[Signature]</i> C5AB1F1B759E497...
Asst. Supt., Educational Services	DocuSigned by: <i>Brown Homan</i> 1F65C63FE739414...
Director, Purchasing	

Purchasing Dept. & Warehouse Use Only	
Board Date:	
W/H Action:	
Date:	
By:	

SEQUOIA UNION HIGH SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into effective June 15, 20 16 (the "Effective Date"), by and between the Sequoia Union High School District ("District") and Jack Schreder & Associates ("Contractor").

1. Contractor Services. In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.
2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
3. Term. This Agreement shall begin on July 1, 20 16, and shall terminate upon completion of the Services, but no later than June 30, 20 17 ("Term"), unless the Agreement is terminated sooner as set forth in Paragraph 4 below. There shall be no extension of the Term of this Agreement unless the extension is pursuant to a duly executed written amendment to this Agreement.
4. Termination. Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. The District's Superintendent or the Superintendent's designee shall have the authority to terminate this Agreement on behalf of the District. Notwithstanding the foregoing, District may terminate this Agreement effective immediately and at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, Contractor or the Contractor Parties commits any act or omission that exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
5. Availability of funds. The District may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or district funds, by providing written notice to Contractor as soon as is reasonably possible after the District learns of said unavailability of outside funding.
6. Payment. In consideration of the Services described in this Agreement, District agrees to pay Contractor at the rate of \$ 145.00 per HOUR, as described in Exhibit B to this Agreement. The rate shall not be increased by Contractor over the course of this Agreement unless set forth in a duly executed written amendment to this Agreement. Total payment by District to Contractor shall not exceed \$ 50,750.00. District agrees to pay Contractor within sixty (60) days of receipt of an invoice from Contractor in a form reasonably acceptable to the District, including any additional supporting documentation reasonably requested by District. Any work performed by Contractor in excess of said amount shall not be compensated.
7. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, and members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this

Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.
9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable; and neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.
10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the

California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. ☐ Contractor and/or the Contractor Parties shall **have no contact** with District students at any time during the Term of this Agreement or the Contractor and/or Contractor Parties will have contact with District students only when under the observation of a District employee.

B. ☐ The following Contractor/Contractor Parties will have **contact** with District students during the term of this Agreement while not under the observation of a District employee:

_____. [Attach and sign additional pages, as needed.]

C. ☐ (Required only if Box 12.B is checked.) All of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify the District's Assistant Superintendent of Human Resources and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible. The Parties further understand and agree that the District's Superintendent or the Superintendent's designee may, at any time, provide written notice withdrawing consent to any of Contractor's employees performing services under this Agreement when, in the reasonable discretion of the Superintendent, it is inappropriate for Contractor's employee to continue providing services under this Agreement owing to criminal convictions or other misconduct or other factors deemed relevant by the Superintendent.

13. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements as set forth below. Specifically, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. ☐ Contractor and/or Contractor Parties will not be present on a District school site and will not have contact with District students during the term of this Agreement.

B. ☐ Contractor and/or Contractor Parties shall **be present on a District school site and have contact with District students no more than two times in any month** during the Term of this Agreement.

C. ☐ The following Contractor and/or Contractor Parties shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement and, at no cost to District, they have received a TB test that complies with the requirements of California Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor Parties was examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact

with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Labor Code. Contractor shall comply with all applicable provisions of the Labor Code, Section §1720-1861, AB 1506 and the District's Labor Compliance Program, State of California (prevailing wages). Approved wage scales are on the internet at www.dir.ca.gov
15. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than providing Services under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.
16. Assignment/Successors and Assigns. Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District, which consent shall be provided at the District's sole discretion. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. 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 San Mateo, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
20. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
21. Compliance with laws; Payment of Permits/Licenses. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, district, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the Family Educational Rights and Privacy Act of 1974 (FERPA), and all federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals With Disabilities Education Act, as amended. Such services shall also be performed in accordance with all applicable ordinances, regulations, policies and procedures of the District and its governing board.

In the event of a conflict between the terms of this Agreement and federal, state, district, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

Contractor shall comply with all state fingerprint laws, including Education Code 45125.1.

22. Retention of Records, Right to Monitor and Audit.
- (a) CONTRACTOR shall maintain all required records for three (3) years after the DISTRICT makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the District, a Federal grantor agency, and the State of California.
 - (b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the DISTRICT.
 - (c) CONTRACTOR agrees to provide to DISTRICT, to any federal or state department having monitoring or review authority, to DISTRICT's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
23. Non-Discrimination. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to District upon request. There shall be no discrimination against any person under this Agreement because of race, color, national origin, age, ancestry, age, disability (physical or mental), religion, sex, sexual orientation, gender identity, marital or domestic partner status, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information of such persons. Further, Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
24. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, each party shall bear its own legal expenses related to such action.
25. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
26. Time. Time is of the essence to this Agreement.
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 the District from any or further exercise of any right or remedy.
28. Entire Agreement. This Agreement, including Exhibits and Attachments attached hereto and incorporated herein by reference, is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. Ambiguity. The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
30. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or

appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts/Authority and Electronic Signatures. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. The parties agree that this Agreement may be negotiated, concluded and consummated by electronic means and that electronic forms of signature, including facsimiles, are acceptable and valid. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
32. Warranty of Authority. The persons indicated below are legally authorized to execute this Agreement on behalf of the respective parties, and to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

SEQUOIA UNION HIGH SCHOOL DISTRICT

CONTRACTOR:

JACK SCHREDER & ASSOCIATES

By: _____

Name: James Lianides, Ed.D.

Title: Superintendent

By: _____

Name: Jack S. Schreder

Title: Principal

Address and Contact for District Notices:

Sequoia Union High School District
480 James Avenue
Redwood City, CA 94062

Attention: Matthew Zito

Site/Dept: Construction

Address and Contact for Contractor Notices:

2230 K Street
Sacramento, CA 95816

Attention: Melanie Bravo Mora

EXHIBIT "A"

In consideration of the payments set forth in Exhibit "B", (Contractor) shall provide the following services:

Jack Schreder & Associates, Inc. will provide the Sequoia Union High School District with assistance in applying for school facility funding through the State School Facility Program. Scope of services are as follows:

- Approval of Eligibility
- Approval of Funding
- Other Facility Program Funding Options

The Consultant will provide services as needed and requested by the District. Services will be documented and invoiced on a monthly basis.

EXHIBIT "B"

In consideration of the services provided by (Contractor), in Exhibit "A", Sequoia Union High School District shall pay (Contractor) based on the following fee schedule:

The District shall pay the consultant at the rate of \$145.00 per hour, for services outlined in Exhibit "A" and in the Agreement submitted from Consultant, and not to exceed 350 hours, for a total of NTE \$50,750.00.

**PROPOSAL/AGREEMENT FOR SCHOOL FACILITY
CONSULTING SERVICES**

for the

SEQUOIA UNION HIGH SCHOOL DISTRICT

Prepared by:

Jack Schreder & Associates, Inc.
2230 K Street
Sacramento, California 95816
(916) 441-0986

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STATE SCHOOL FACILITY PROGRAM

PURPOSE OF SERVICES

The planning, funding, construction, and modernization of school facilities involve many complex issues. Due to the frequent changes in State school facility legislation, it is time and cost effective to be represented by a consulting firm based in Sacramento that is experienced in the many aspects of school facility planning. Since 1980, Jack Schreder & Associates, Inc. has provided over 350 California school districts with experienced school facility consultation.

Jack Schreder & Associates, Inc. will provide the Sequoia Union High School District with assistance in applying for school facility funding through the State School Facility Program.

Our services include the following:

Approval of Eligibility

1. Obtain from the District facilities and enrollment information required to determine the amount of state modernization and new construction grant funding eligibility under the School Facility Program (SFP).
2. Review and analyze District data to support District applications for the maximum modernization and new construction eligibility and funding approval.
3. Prepare required enrollment and facilities reports for District review and approval to file with the Office of Public School Construction (OPSC) to seek approval of modernization and new construction eligibility. Prepare annual updated enrollment and facilities reports as needed or required.
4. Assist with compliance with Title 5, California Environmental Quality Act6, and other regulations for State funding.
5. Submit modernization and new construction eligibility applications to OPSC for approval by the State Allocation Board.

Approval of Funding

1. Work with the District staff, project managers, and architects to establish timelines for completion of plans and state agency approvals to maximize the opportunity for funding approvals and meet the construction timelines and financial needs of the District. Assist District with determination of project scope in order to secure maximum project eligibility and funding approvals.
2. Complete application for funding for District review and approval.

3. Assist the District in securing timely State Allocation Board funding approval upon filing Division of State Architect and California Department of Education approved final project plans with OPSC.

Other Facility Program Funding Options

1. Assist District with application for all eligible new construction and modernization “additional” and “excessive cost” grant amounts per SB 50 regulations.
2. Assist District with Department of Industrial Relations (DIR) prevailing wage requirements on public works contracts.
3. Assist District with application for SB 50 Financial Hardship funding if the District cannot meet the required financial obligations to receive state grant funding.
4. Assist District with application for Facility Hardship Grant to rehabilitate or replace classrooms and related facilities in accordance with SB 50 regulations.
5. Assist District with the preparation of Program Expenditure Reporting Requirements. Assist with preparation of the Expenditure Report forms and Progress Report. Assist with preparation of required Program Accountability Progress Audit.
6. Assist District with preparation of Deferred Maintenance application and required documentation.
7. Assist District with preparation of Emergency Repair Program application and required documentation.
8. Assist District with application for SB 1795 and/or AB 16, Joint Use, library, multi-purpose, gymnasium funding per SAB approved program requirements.

CONSULTING FEES

The District shall pay the Consultant at the rate of \$145 per hour for services outlined in this Agreement not to exceed 350 hours (\$50,750) without prior written approval from the District.

The Consultant will provide services as needed and requested by the District. Services will be documented and invoiced on a monthly basis.

The scope of the work necessary to complete the services listed in this Agreement is dependent on the availability and quality of the District's enrollment and facilities information and subject to SB 50 regulations.

ADDITIONAL CONSIDERATIONS

The Consultant shall be reimbursed as follows:

1. Necessary visitations to the District by the Consultant will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval from the District.
2. Reproduction of documents shall be the responsibility of the District. If the District chooses, the Consultant will provide duplicating services on an actual cost basis.
3. Express mail expenses will be documented and reimbursed to the Consultant.
4. Application filing fees and other state required fees are the responsibility of the District.

**This Agreement is between the Sequoia Union High School District and
Jack Schreder & Associates, Inc.**

Matthew Zito
Matthew Zito,
Chief Facilities Officer
Sequoia Union High School District

6/9/2016
Date

Jack S. Schreder
Jack S. Schreder
Jack Schreder & Associates, Inc.

June 7, 2016
Date

Sequoia High School

Facility Master Plan Updates and Changes

Phase I: Unchanged

#	Project Title:	Initial Allocation:	Status as of 5/26/2016:
1	"A" Wing i- Demolition ii- Increment 1 iii Increment II	\$13,200,000	i and ii- Completed iii- Under Construction
2	Culinary Arts and Room 128 Plus Warming Kitchen i-Demolition ii- Project	\$1,800,000	Completed

Phase II: Original Projects

#	Project Title:	Initial Allocation:	Status and Changes as of 5/26/2016:
1	Music Wing Renovation	\$845,000	Submitted for DSA review; increased budget
2	Vehicular & Pedestrian Improvements (Turf and Lights)	\$960,000	Project Deleted after cost/benefit analysis
3	Southeast Practice Field Improvements	\$1,610,000	Now a Top Phase II Priority
4	Improvement to Baseball/Softball Fields	\$144,000	Moved to Phase III (except for portable fence)
5	Improvements to Pool Area	\$367,000	Now a Top Phase II Priority: Includes lights and awning
6	Improvements to Food Service	\$550,000	Summer 2017 Project: Funded by Food Service Funds (Price TBD)

Phase III: Original Projects

#	Project Title:	Initial Allocation:	Status and Changes as of 5/26/2016
1	Library Improvements	\$170,000	Now a Minor Phase II Project
2	Other Landscape	\$210,000	Remains in Phase III
3	Main Stadium Improvements	\$1,780,000	Remains in Phase III
4	New Counseling Office	\$20,000	Remains in Phase III
5	Main Hall Exhibits	\$60,000	Project Deleted

Sequoia High School Updated Phase II and III

Master Plan Priorities:

Reviewed and Endorsed by the Sequoia High School Facility Committee on: 5/26/2016
(See committee attendance on back)

Phase II: Funded Priorities

\$6,650,840

Project Title:	Amount:
*1) Music Wing Renovation	\$3,527,120 (current estimate)
**2) Tea Garden Renovation (non-infrastructure) and Outdoor Learning Area	\$263,950
***3) Swimming Pool Lights and New Awning	\$650,000
4) New Synthetic Turf and Practice Lights at Front Park	\$2,100,000
5) Library Furniture Replacement	\$74,000
6) Portable Fence for Baseball/Softball Field	\$35,000

Phase III: Unfunded Priorities

Project Title:	Amount:
1) Baseball and Softball Field Improvements	\$200,000
2) Additional Counseling Office	\$30,000
3) Additional Landscape	\$200,000
4) Main Stadium Improvements	\$1,780,000

* Project Under DSA Review

**Project in Construction

***Design Proposal Approved (6/8/16)

Sequoia High School Facilities Committee Meeting 5/26/2016

Attendance:

Chayan Weerasekera	Student and District Trustee
Sean Priest	Principal
Matthew Zito	Chief Facilities Officer
Gary Gooch	Administrative Vice Principal
Lisa McCahon	IB Coordinator
Corey Uhalde	Activities Director/Baseball Coach
Cherry Stephens	Plant Manager

Agenda:

- 1) Project Updates
- 2) Original Facility Master Plan and Priorities
- 3) New Phase II (funded) and Phase III (unfunded) Priorities

AMENDMENT SIXTEEN DATED JUNE 9, 2016 TO CONTRACT FOR PROFESSIONAL
ARCHITECTURAL SERVICES AT THE SEQUOIA UNION HIGH SCHOOL DISTRICT'S
SEQUOIA HIGH SCHOOL CAMPUS

This AMENDMENT TO THE CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES ("Amendment") is entered into as of June 9, 2016 and is between the Sequoia Union High School District ("District") and SPENCER ASSOCIATES ("Consultant").

RECITALS

1. The District and Consultant (collectively, the "Parties") are parties to a Contract for Professional Architectural Services, which they entered into as of October 8, 2014 (the "Contract").
2. The Contract sets forth certain "Basic Services" that Consultant will provide to the District in exchange for agreed compensation. The Contract also provides that the Parties may agree, in writing, to amend the Contract to provide that the Consultant will perform "Additional Services" in exchange for agreed additional compensation.
3. The District has identified certain Additional Services that it wants Consultant to perform at the District's Sequoia High School campus pursuant to the Contract and Consultant is willing to perform these Additional Services.
4. The purpose of this Amendment is to describe the Additional Services that Consultant will perform and the compensation that the District will pay for these Additional Services.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Appendix A to the Contract (Services) is hereby amended to include the entirety of the attached "Proposal for Architectural and Engineering Services for the SHS Aquatic Center Site Lighting and Shade Structure. "
2. Appendix C to the Contract (Compensation) is hereby amended to include the following additional text:

SUHSD wishes to install new site lighting and a shade structure at the Sequoia High School Aquatic Center. The lighting will consist of four new pole mounted banks of LED lights, and a new shade structure will be installed. Also, the existing concrete deck will be repaired as required.

See Proposal dated June 9, 2016 for more detail.

Consultant proposes compensation for the scope of work as a fixed fee, not to exceed Thirty Thousand Dollars and zero cents (\$30,000.00), based on a construction cost of \$250,000.00, and calculated using OPSC fee curves for modernization work. Compensation will be adjusted up or down based on the Final Construction Cost, excluding change orders that are the result of architect's errors or omissions. A not-to-exceed amount of \$4,000.00 for District approved reimbursable will also be included in the contract and purchase order.

Further, the Parties agree that the District shall pay for the Additional Services described in Attachment 1 to this Amendment #16 in the manner and at the rates set forth in Appendix C to the Agreement. The Parties agree that the amount the District shall pay for the Additional Services described in Attachment 1 to this Amendment #16 shall not exceed the fixed fee amount of Thirty Thousand Dollars and zero cents (\$30,000.00), plus NTE reimbursable expenses of \$4,000.00, for a combined total of Thirty-Four Thousand Dollars and zero cents (\$34,000.00).

3. Appendix E to the Contract (List of Required Deliverables) is amended to include all required deliverables set forth in Attachment 1 to this Amendment #16.
4. Appendix F to the Contract (Project Description) is amended to include the projects described in Attachment 1 to this Amendment #16.
5. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment #16 as of the date first mentioned above.

SEQUOIA UNION HIGH SCHOOL DISTRICT, Acting by and through its Board of Trustees

By: _____

James Lianides, Ed.D, Superintendent

SPENCER ASSOCIATES

By: 

Steven Bowers, President

Because Consultant is a corporation, this Amendment is also signed by Consultant's Chairman, President or a Vice President, as well as by its Chief Financial Officer or Secretary.

By: 

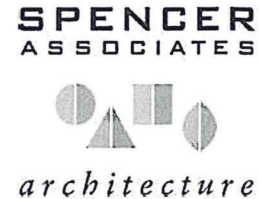
Name and Title: Steven Bowers, President

By: _____

Name and Title:

June 9, 2016

Sequoia Union High School District
480 James Avenue
Redwood City, CA 94062



Attn: Louise Pacheco, Project Manager

Re: Proposal for A&E Services
SHS Aquatic Center Site Lighting & Shade Structure

Spencer Associates, Architects & Planners, is pleased to submit the following proposal for architectural and engineering services related to the above referenced project.

SCOPE OF PROJECT,

We understand the Sequoia Union High School District wishes to install new site lighting and a shade structure at the Sequoia High School Aquatic Center. The lighting will consist of four new pole mounted banks of LED lights providing sufficient illumination for practice and competitive swimming at night. The new shade structure will provide protection for the existing aluminum bleachers. It will consist of fabric or light weight metal panels spanning between cantilevered steel bents. All of these structures will be located on the pool deck and will be installed with poured in place or precast concrete piers. The existing concrete deck will be repaired as required. We anticipate the construction cost for the project will approximate \$250,000.

SCOPE OF SERVICES

In order to accomplish the scope of project outlined above, we propose to provide architectural, structural, and electrical design services in 7 phases as follows:

Schematic Design Phase (12%)

Based on the approved building program, prepare schematic design documents which illustrate the scale and relationship of project components. Services and deliverables for this phase will include the following:

- Meet with SUHSD staff to confirm project program, budget, and schedule.
- Assemble all relevant documents related to the existing aquatic center.
- Prepare base plans for design and construction documents.
- Prepare and submit schematic design documents consisting of plans, outline specifications, and estimate of probable construction cost.
- Revise schematic design documents based on review comments and resubmit to SUHSD for approval.

Design Development Phase (12%)

Based on the approved schematic design documents, prepare design development documents which describe building systems in plan, section, elevation, and detail. Services and deliverables for this phase will include the following:

- Meet with SUHSD staff to review the schematic design documents and make minor revisions if required.
- Prepare and submit design development documents consisting of drawings, specifications, and revised estimate of probable construction cost.
- Revise design development documents based on review comments and resubmit to SUHSD for approval.

Construction Documents Phase (38%)

Based on the approved design development documents, prepare construction documents describing architectural, structural, mechanical, and electrical systems sufficient in detail for bidding and construction of the project. Services and deliverables for this phase will include the following:

- Meet with SUHSD staff to review the design development documents and make minor revisions as necessary.
- Prepare and submit construction documents consisting of working drawings, specifications, calculations, and revised estimate of probable construction cost.
- Revise construction documents based on review comments and resubmit to SUHSD for approval.

DSA Approval Phase (5%)

- Submit construction documents to DSA for review.
- Based on DSA review comments, modify construction documents, schedule a backcheck for final review, and secure approval of the documents.

Bidding Phase (5%)

- Assemble bid documents for bidding and distribution.
- Respond to contractors' questions and issue addenda during the bidding period.
- Assist SUHSD staff with the evaluation of the bids.

Page 3

Construction Administration Phase (25%)

- File required project forms with DSA.
- Attend weekly project meetings during the course of construction.
- Respond to RFI's and issue change orders as required.
- Review and approve contractor's payment requests.
- Prepare preliminary and final punch lists.
- Secure final project approval from DSA.

Construction Administration Phase (25%)

- File required project forms with DSA.
- Attend weekly project meetings during the course of construction.
- Respond to RFI's and issue change orders as required.
- Review and approve contractor's payment requests.
- Prepare preliminary and final punch lists.
- Secure final project approval from DSA.

Project Closeout Phase (3%):

- Review as-built drawings, O&M's, and warranties from contractors.
- Obtain approvals from DSA on all change orders.
- Assemble final reports from the testing laboratory and geotechnical engineer.
- Prepare final verified reports for the design team, contractor, and inspector of record.
- Follow up with DSA until final certification, without exceptions for the project is obtained.

SERVICES EXCLUDED

The following services are not included in the scope of this proposal:

- Preparation of a topographic/utility survey.
- Preparation of a hazardous materials report and abatement plan.
- Preparation of a geotechnical report.
- Preparation of measured drawings of the existing facilities.
- Preparation of structural drawings and calculations for site lighting (by Musco Lighting).
- Payment of DSA plan check fees and other administrative costs.

Proposal for A&E Services
SHS Aquatic Center Site Lighting & Shade Structure
June 9, 2016

Page 4

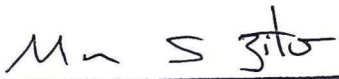
COMPENSATION

We propose compensation for the scope of services outlined above as a fixed fee of \$30,000 based on a construction cost of \$250,000 and calculated using OPSC fee curves for modernization work. Compensation will be adjusted up or down based on the Final Construction Cost, excluding change orders that are the result of architect's errors or omissions. A not-to-exceed amount of \$4,000 for district approved reimbursable will also be included in the contract and purchase order.

If you are in agreement with the above proposal, please prepare an amendment to our Contract for Professional Architectural Services. Again, we appreciate the opportunity of working with the Sequoia Union High School District.

Respectfully,

SPENCER ASSOCIATES
by: Steven S. Bowers, President



Matthew S. Zito
Chief Facilities Officer
Sequoia Union High School District

**SEQUOIA UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES REGULAR MEETING SCHEDULE FOR 2016-17***(ALL MEETINGS WILL BE HELD AT 480 JAMES AVENUE, REDWOOD CITY, UNLESS OTHERWISE INDICATED)*

DATE	TIME	TYPE OF MEETING
Wednesday, August 17, 2016	5:30 p.m.	Regular Meeting
Wednesday, August 31, 2016	5:30 p.m.	Regular Meeting
Wednesday, September 14, 2016	5:30 p.m.	Regular Meeting
Wednesday, September 28, 2016	5:30 p.m.	Regular Meeting
Wednesday, October 19, 2016	5:30 p.m.	Regular Meeting
Wednesday, November 2, 2016	5:30 p.m.	Regular Meeting
Wednesday, November 16, 2016	5:30 p.m.	Regular Meeting
Wednesday, December 14, 2016	5:30 p.m.	Regular Meeting
Wednesday, January 18, 2017	5:30 p.m.	Regular Meeting
Wednesday, February 1, 2017	5:30 p.m.	Regular Meeting
Wednesday, February 15, 2017	5:30 p.m.	Regular Meeting
Wednesday, March 1, 2017	5:30 p.m.	Regular Meeting
Wednesday, March 15, 2017	5:30 p.m.	Regular Meeting
Wednesday, April 5, 2017	5:30 p.m.	Regular Meeting
Wednesday, April 26, 2017	5:30 p.m.	Regular Meeting
Wednesday, May 10, 2017	5:30 p.m.	Regular Meeting
Wednesday, May 24, 2017	5:30 p.m.	Regular Meeting
Wednesday, June 14, 2017	5:30 p.m.	Regular Meeting
Wednesday, June 28, 2017	5:30 p.m.	Regular Meeting

Sequoia Union HSD

Board Bylaw

BB 9150

Student Board Members

The Board of Trustees believes that engaging the student body and seeking its input and feedback regarding the district's educational programs and activities are vital to achieving the district's mission of educating district students. It is important to seek out and consider students' ideas, viewpoints and reactions to the educational program. To enhance communication between the Board and the student body and to encourage student involvement in district affairs, the Board shall include at least one student board member(s) selected by the district's high school students in accordance with procedures approved by the Board.

The term of student board members shall be one calendar year, commencing on July 1 of each year. Student board members shall have the right to attend all board meetings except closed sessions. (Education Code 35012)

(cf. 9321 - Closed Session Purposes and Agendas)

Student board members shall be seated with regular board members and be recognized at meetings as full members. They may participate in questioning witnesses and discussing issues and shall receive all materials presented to board members except those related to closed sessions. (Education Code 35012)

(cf. 9322 - Agenda/Meeting Materials)

Student board member(s) may cast preferential votes on all matters except those subject to closed session discussion. Preferential votes shall be cast prior to the official board vote and shall not affect the final numerical outcome of a vote. Preferential votes shall be recorded in the board meeting minutes. (Education Code 35012)

(cf. 9324 - Minutes and Recordings)

A student Board member may make motions that may be acted upon by the Board, except on matters dealing with employer-employee relations pursuant to Government Code 3540-3549.3. (Education Code 35012)

Student board members may be reimbursed for mileage but shall not receive compensation for attendance at board meetings. (Education Code 35012)

(cf. 3350 - Travel Expenses)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Legal Reference:

EDUCATION CODE

33000.5 Appointment of student members to State Board of Education

35012 Board members; number, election and terms; pupil members

GOVERNMENT CODE

3540-3549.3 Meeting and Negotiating in Public Educational Employment

Management Resources:

WEB SITES

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

California Association of Student Councils: <http://www.casc.net>

National School Boards Association: <http://www.nsba.org>

Bylaw

approved: August 6, 1997

revised: May 16, 2012

under review: June 15, 2016

SEQUOIA UNION HIGH SCHOOL DISTRICT

Redwood City, California

RESOLUTION NO. 1575

**A RESOLUTION APPROVING ENGINEER'S REPORT, CONFIRMING
DIAGRAM AND ASSESSMENT AND ORDERING LEVY OF ASSESSMENT
FOR FISCAL YEAR 2016-17**

**SEQUOIA UNION HIGH SCHOOL DISTRICT
MAINTENANCE ASSESSMENT DISTRICT**

RESOLVED, by the Board of Trustees (the "Board") of the Sequoia Union High School District (the "District"), County of San Mateo, State of California, that

On July 17, 1991, by its Resolution No. 816, this Board ordered the formation of and levied the first assessment within the Sequoia Union High School District Maintenance Assessment District 1991 (the "Maintenance District") pursuant to the provisions of the Landscaping and Lighting Act of 1972 (commencing at Section 22500 of the California Streets and Highways Code) (hereinafter "the Act") and Sections 22620 et seq., of the Act provide for the levy of annual assessments after formation of the Maintenance Assessment District; and

Within the Maintenance Assessment District, the existing and proposed improvements and any substantial changes proposed to be made to the existing improvements are generally as described in the Engineer's Report and by this reference made a part of this Resolution; and

WHEREAS, by its Resolution No. 1569, A Resolution Directing Preparation of Annual Report for the Sequoia Union High School District Maintenance Assessment District (the "Maintenance Assessment District"), this Board designated SCI Consulting Group as Engineer of Work and ordered said Engineer to make and file a report in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, the report was duly made and filed with the Clerk of the Board and duly considered by this Board and found to be sufficient in every particular, whereupon it was determined that the report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to the aforesaid resolution, and that June 15, 2016 at the hour of 5:30 p.m. in the Birch Conference Room at the Sequoia Union High School District at 480 James Avenue Redwood City, California, were appointed as the time and place for a hearing by this Board on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the

levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof;

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, that:

1. The public interest, convenience and necessity require that the levy be made.
2. The Maintenance Assessment District benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the Clerk of the Board, which map is made a part hereof by reference thereto.
3. The Engineer's Report as a whole and each part thereof, to wit:
 - (a) the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;
 - (b) the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the Maintenance Assessment District; and
 - (c) the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Maintenance Assessment District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto; are finally approved and confirmed.
4. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the report as hereinabove determined and ordered, is intended to and shall refer and apply to the report, or any portion thereof as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Board.
5. The assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2016-17 is hereby levied. For further particulars pursuant to the provisions of the Landscaping and Lighting Act of 1972, reference is hereby made to the Resolution Directing Preparation of Annual Report.
6. The assessment is made without regard to property valuation.


7. Based on the oral and documentary evidence, including the Engineer's Report, this Board expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.
7. Immediately upon the adoption of this resolution, but in no event later than the third Monday in August following such adoption, the Clerk of the Board shall file a certified copy of this resolution with the Auditor of the County of San Mateo. The Controller is hereby authorized to place the assessment on the property tax roll. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Sequoia Union High School District.
8. The moneys representing assessments collected by the County shall be deposited in the County Treasury to the credit of the improvement fund previously established under the distinctive designation of the Maintenance Assessment District. Moneys in the improvement fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.

PASSED AND ADOPTED this 15th day of June, 2016, by the following vote:

AYES :
NOES:
ABSENT:
ABSTAIN:

Clerk of the Board
Sequoia Union High School District

Agenda Item: 14b(2)
Date: 6/15/16



SEQUOIA UNION HIGH SCHOOL DISTRICT MAINTENANCE ASSESSMENT DISTRICT

ENGINEER'S REPORT

FY 2016-17

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:
SCIConsultingGroup
4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

SEQUOIA UNION HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES

Alan Sarver, President
Carrie Du Bois, Vice President
Chris Thomsen, Clerk
Georgia Jack, Trustee
Allen Weiner, Trustee

SUPERINTENDENT

Jim Lianides

ASSISTANT SUPERINTENDENT, ADMINISTRATIVE SERVICES

Enrique Navas

ENGINEER OF WORK

SCI Consulting Group
Lead Assessment Engineer, John Bliss, M.Eng., P.E.

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INTRODUCTION

OVERVIEW

The Sequoia Union High School District (the "District") owns school buildings, turf and play areas, public grounds, and/or other facilities at five locations, serving an area of over 73,000 parcels. In 1991, property owners approved the Sequoia Union High School District Maintenance Assessment District ("Assessment District") which provides funding to maintain and improve the school grounds, playfields, recreational facilities and other permanent public improvements in the Sequoia Union High School District. In 1997, the assessments were supported by a weighted majority of assessment ballots received in an assessment ballot proceeding conducted pursuant to Proposition 218. This Engineer's Report has been prepared to establish the basis for the continuation of the assessments for fiscal year 2014-15.

ASSESSMENT CONTINUATION

In each year for which the assessments will be levied, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board.

This Engineer's Report ("Report") was prepared to establish the budget for the improvements and services that would be funded by the proposed 2016-17 assessments, determine the benefits received by property from the improvements and services within the Assessment District and the method of assessment apportionment to lots and parcels within the Assessment District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the *California Streets and Highways Code* (the "Act") and Article XIII D of the California Constitution (the "Article").

If the Board approves this Engineer's Report and the proposed assessments by resolution, a notice of public hearing must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 15, 2016. At this hearing, the Board will consider approval of a resolution confirming the assessments for fiscal year 2016-17. If the assessments are so confirmed and approved, the levies will be submitted to the San Mateo County Controller by August 2016 for inclusion on the property tax roll for Fiscal Year 2016-17.

LEGAL ANALYSIS

PROPOSITION 218

The assessments are levied consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 governs the levy of assessments to fund the cost of providing services and improvements, as well as maintenance and operation expenses for public improvement which benefit the assessed property.

Proposition 218 prescribes a number of important requirements, including property-owner balloting for the imposition, increase and extension of assessments and the preparation of this Engineer's Report, and these requirements are satisfied by the process used to establish and continue the assessments.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. v SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most current legal guidance clarifying the requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

This Engineer's Report has been prepared to follow the guidance provided by the SVTA vs. SCCOSA decision for complying with the requirements of Article XIII C and XIII D of the California Constitution. Specifically, as described in this Engineer's Report the improvements to be funded are clearly defined; the benefiting property in the Assessment District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Assessment District and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, *Dahms* became good law and binding precedent for assessments. In *Dahms* the court upheld an assessment that was

100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010, the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("*Beutz*") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the requirements of Article XIIIC and XIID of the California Constitution and with the SVTA decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the Assessment District; and the Improvements provide a direct advantage to property in the Assessment District that would not be received in absence of the assessments.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and proportional special benefit to each property.

PLANS & SPECIFICATIONS

DISTRICT SCHOOL FACILITIES

The Sequoia Union High School District owns school buildings, turf and play areas, public grounds, and/or other facilities at the following locations:

1. Carlmont High School, 1400 Alameda de las Pulgas, Belmont
2. Menlo-Atherton High School, 555 Middlefield Road, Atherton
3. Redwood High School, 1968 Old County Road, Redwood City
4. Sequoia High School, 1201 Brewster Avenue, Redwood City
5. Woodside High School, 199 Churchill Avenue, Woodside

The proposed work and improvements (the "Improvements") to be undertaken by the Sequoia Union High School District Maintenance Assessment District and financed by the levy of the Sequoia Union High School District Maintenance Assessment District annual assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. The Improvements are generally described below.

The improvements to be undertaken by the District are described as installation, maintenance and servicing of public recreational facilities and improvements, including but not limited to, turf and play areas, landscaping, irrigation systems, lighting, fencing, basketball courts, tennis courts, running tracks, security guards, graffiti removal and repainting, swimming pools, recreational facilities, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Sequoia Union High School District.

As applied herein, "Installation" means the construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including, cultivation, irrigation, trimming, spraying, fertilization, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other source for illumination for any public lighting facilities or for the lighting or operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes if any pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any balloting process held for the approval of a new or increased assessment. (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the Assessment District plus Incidental expenses. Reference is made to the list of school buildings, turf and play areas, public grounds, and/or other facilities listed in the previous page of this Report which specifically identifies the locations of the permanent public facilities to be funded by the assessment proceeds.

For further detail, including specific expenditure and improvement plans by school site, refer to the plans and specifications for these improvements on file with the Assistant Superintendent, Administrative Services of the Sequoia Union High School District.

ESTIMATE OF COSTS

FIGURE 1 – ESTIMATE OF COSTS, FISCAL YEAR 2016-17

	Total Maintenance & Improvement Cost	District Contribution for General Benefit	MAD Budget
Capital Improvement & Maintenance Expenditures			
Field Renovations & Maintenance	\$1,266,203	\$1,000,000	\$266,203
Irrigation of Fields	\$95,000	\$30,000	\$65,000
Maintenance & Operation	\$907,561	\$400,318	\$507,243
Night Lighting Improvements for Community Events	\$55,000	\$25,000	\$30,000
Subtotal	\$2,323,764	\$1,455,318	\$868,446
Incidental Expenses			
Assessment Administration/Contingency			\$20,900
County Collection			\$46,808
Subtotal	\$0	\$0	\$67,708
TOTAL BUDGET	\$2,323,764	\$1,455,318	\$936,154

ASSESSMENT TO SFE

Zone of Benefit	Total SFE Units	Assessment per SFE	Total *
Zone A	77,728.52	\$11.70	909,424
Zone B	3,044.36	\$8.78	26,729
Total	80,772.88		936,153

Notes to Estimate of Cost:

1. The item, "Total Maintenance and Improvement Cost" would provide funding for enhanced maintenance of all school grounds and recreation facilities on a daily basis, seven days per week and includes mowing turf, trimming and caring for landscaping, fertilization and aeration of grounds and playfields, routine maintenance and safety inspections, painting, replacing/repairing broken or damaged equipment, trash removal and cleanup, irrigation and irrigation system maintenance, and other services as needed.
2. As determined in the section entitled "Method of Apportionment," at least 55% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements of \$2,323,764, the District must contribute at least \$1,278,070 from sources other than the assessments. The District will contribute \$1,455,318, which more than covers any general benefits from the Improvements.
3. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Assessment District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year.

METHOD OF APPORTIONMENT

METHOD OF APPORTIONMENT

This section of the Engineer's report explains the special and general benefits to be derived from the proposed Improvements and the methodology used to apportion the total assessment to properties within the Assessment District.

The Assessment District consists of all Assessor Parcels within the boundaries of the Sequoia Union High School District as defined by the County of San Mateo tax code areas. The method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties in the Assessment District over and above the general benefits conferred to real property in the Assessment District or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of all benefit factors derived from the Improvements
2. Calculation of the proportion of these benefits that are general
3. Determination of the relative special benefit within different areas within the Assessment District
4. Determination of the relative special benefit per property type
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, and improvements on property

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. Any and all general benefit must be funded from another source. This special benefit is received by property over and above any general benefits from the Improvements. With reference to the requirements for assessment, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as described in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the assessment cannot exceed the reasonable cost of the special benefits:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that park improvements can provide a direct advantage and special benefit to property that is proximate to a park or recreational facility:

"The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values)."

Finally, Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).)

ZONES OF BENEFIT

The Sequoia Union High School District's recreational facilities and grounds, as identified in the Plans and Specifications, are open to the community and are used extensively throughout the year. The District's facilities are relatively uniformly distributed throughout the District with the exception of the far western and southern areas of the District which are rural in nature, are relatively less proximate to the improvements and have relatively less direct access to the improvements.

Accordingly, the Maintenance Assessment District is divided into zones of benefit. Zone A consists of all parcels within the District that have the highest level of proximity and access to the improvements. Within this zone of benefit, all similar properties within this zone of benefit are equally benefited because the increased benefits of proximity are generally offset increased negative factors such as increased traffic, noise, etc. that derives to parcels from increased proximity to the improvements. As a result, the increased benefit that comes from being relatively closer to a District facility is generally offset by increased vehicle and pedestrian traffic. Consequently, since all parcels in Zone A have good access and proximity to the District's grounds and recreational facilities and the benefits to relatively closer proximity are offset by other factors; the benefit is generally equal for equivalent parcels.

Zone B includes all parcels within the far western and southern areas of the District that are relatively less proximate to and have relatively less direct access to the improvements. These parcels are deemed to receive a relative special benefit that is 75% that of similar parcels located in Zone A.

The Zones of Benefit are outlined on the Assessment Diagram and are listed for each parcel on the Assessment Roll.

Within Zone A the increased benefits of greater proximity to the improvements are generally offset by increased negative factors such as increased traffic, noise, etc. that derives to parcels from increased proximity. As a result, the increased benefit that comes from being relatively closer to a District facility within a given Zone of Benefit is generally offset by other factors. Consequently, since all parcels in a Zone of Benefit have good access and proximity to the District's grounds and recreational facilities and the benefits of relatively closer proximity are offset by other factors, the benefit is generally equal for equivalent parcels within a Zone of Benefit.

SPECIAL BENEFIT FACTORS

In order to allocate the proposed assessments, the Engineer begins by identifying the types of special benefit arising from the Improvements that would be provided to property within the District. These categories of special benefit, which have been updated to reflect a recent analysis of special benefits from the Improvements, are summarized as follows:

1. Extension of a property's outdoor areas for properties within the Assessment District
2. Proximity and access to improved outdoor grounds and recreation facilities
3. Improved views

The special benefits from the Improvements are further detailed below:

EXTENSION OF A PROPERTY'S OUTDOOR AREAS FOR PROPERTIES WITHIN THE ASSESSMENT DISTRICT

The District's sites in the Assessment District provide larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

An analysis of the service radii for the Improvements, as discussed in the previous Zones of Benefit section, finds that properties in Zone A enjoy the distinct and direct advantage of being close and proximate to District sites within the Assessment District and that properties in Zone B also enjoy good proximity to the Improvements. Other properties outside the Assessment District do not enjoy this proximity that provides the effective extension of usable land area and, therefore do not receive this special benefit. The properties in the Assessment District therefore uniquely and specially benefit from the extension of usable and improved outdoor and recreational areas provided by the Improvements.

PROXIMITY AND ACCESS TO IMPROVEMENTS

Only the specific properties within close proximity to the Improvements are specially benefited and assessed in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the Improvements that the public at large and other properties do not share.

In absence of the assessments, the Improvements would not be provided, because alternative funding sources are not available. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by certain parcels in the Assessment District, they provide a direct advantage and special benefit to assessed property in the Assessment District.

IMPROVED VIEWS

The District, by providing the Improvements at its sites provides improved views to properties in the Assessment District. The benefiting properties in the Assessment District enjoy close and unique proximity, access and views of the Improvements; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Assessment District.

GENERAL VERSUS SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" to properties and result from the overall public benefits of the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the Assessment District	+	Benefit to Real Property Inside the Assessment District that is Indirect and Derivative	+	Benefit to the Public at Large
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision suggests that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this Report, as noted, certain properties in the Assessment District have close and unique proximity, views and access to the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. As discussed below, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Assessment District or the public at large.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer’s Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer’s Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

CALCULATING GENERAL BENEFIT

In this section, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICT

Properties within the Assessment District receive the special benefits from the Improvements because properties in the Assessment District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, properties outside the boundaries of the Assessment District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside

the Assessment District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

A measure of the benefit to property outside the Assessment District is the percentage of parcels that are within two miles of one or more of the schools but are outside the Assessment District because, after the parcels in the Improvement District, these parcels are the most proximate to the Improvements. The general benefit to property outside of the Assessment District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

ASSUMPTIONS:

6,201	PARCELS OUTSIDE THE DISTRICT AND WITHIN TWO MILES OF A DISTRICT SCHOOL
73,536	PARCELS IN THE ASSESSMENT DISTRICT

CALCULATION

GENERAL BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICT
 $= (6,201 / (73,536 + 6,201)) = 7.8 \%$

Although it can reasonably be argued that Improvements inside, but near the District boundaries are offset by similar park and recreational improvements provided outside, but near the District's boundaries, we use the more conservative approach of finding that 7.8% of the Improvements may be of general benefit to property outside the Assessment District.

BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE*

The District's grounds and recreational facilities provide a general benefit to the property inside the District in the form of educational and recreational opportunities for students. The measure of this general benefit is the periods during which the District's grounds and facilities are used for educational purposes and are, therefore, not available to be used as a public recreation resource. This general benefit cannot be and is not funded by the Assessment.

The cost of improving and maintaining the grounds and facilities for use and enjoyment by property owners, residents, employees and customers in the District is a special benefit to property in the District because the Improvements confer the special benefit factors described above. This special benefit can be measured by the proportionate amount of time the District's grounds and facilities are available for use and enjoyment by property owners, residents, customers and employees.

The percentage of time that the District's facilities are available for public use is approximately 67%.¹ Therefore, 67% of the cost of improvement and maintenance of the District's grounds and facilities is of special benefit to property in the District. The remaining 33% of the cost of maintenance and improvements is for the educational purposes of the District which confer general benefits to the community. The cost of these general benefits cannot be funded by the assessments, therefore 33% of the improvement budget cannot be funded by the Assessment.

Another measure of the general benefits to property within the Assessment District is the percentage of land area within the assessed areas of the Assessment District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2% of the land area in the assessed areas is used for such regional purposes, so this is another measure of the general benefits to property within the Assessment District.

Combining these two measures, we find that 35% of the benefits are general benefits to property within the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's parks and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. Surveys of park and recreation facility usage for similar public facilities conducted by SCI Consulting Group have found that approximately 5% of the usage of the Improvements is by those who do not live, work or shop within District boundaries. When people outside the Assessment District use the District's public lands and facilities, they diminish the availability of the Improvements for people within the Assessment District. Therefore, another 5% of general benefits are allocated for people within the Assessment District. Combining these two measures of general benefits, we find that 10% of the benefits from the Improvements are general benefits to the public at large.

¹ The percentage of time that the grounds and facilities are available for public use is calculated based on the number of daylight hours in a year that the facilities are available for public use divided by the total number of daylight hours in a year. This calculation is as follows:

Total hours available = 365 days x 12 hours/day =	4,380 hours.
Hours for educational use (general benefit) = 178 days x 8 hours/day =	1,424 hours.
Hours available for public use = 4,380 total hours – 1,424 hours =	2,956 hours.
Percentage of time for public use = 2,956 hours / 4,380 total hours =	67%.

TOTAL GENERAL BENEFITS

Using a sum of these three measures of general benefit, we find that approximately 53% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

GENERAL BENEFIT =	
	7.8 % (OUTSIDE THE DISTRICT)
+	35.0 % (INSIDE THE DISTRICT - INDIRECT AND DERIVATIVE)
+	10.0 % (PUBLIC AT LARGE)
= 52.8 % (TOTAL GENERAL BENEFIT)	

Although this analysis finds that 52.8% of the assessment may provide general benefits, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 55%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

The District's proposed budget for maintenance and improvement of its grounds and facilities is \$2,323,764, and the District's contribution to the maintenance and improvement of its grounds and facilities for the general benefits conferred by its educational programs is \$1,455,318. This general benefit contribution by the District equates to approximately 63% of the total budget for maintenance and improvement of grounds and facilities and more than offsets the cost of the general benefits resulting from the improvements. The remaining portion of the budget that is funded by the assessment is for the special benefits conferred on property in the District.

METHOD OF ASSESSMENT

As previously discussed, the assessments provide specific Improvements that confer direct and tangible special benefits to properties in the Assessment District. These benefits can partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. Therefore, the apportionment of benefit is partially based on the population density of parcels.

It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or

improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.¹

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on one parcel. The "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because commercial, industrial and other properties also receive direct benefits from the Improvements.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So the potential population of employees or residents is a measure of the special benefits received by the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Finally, the special benefits derived from the Improvements are conferred on property and are not based on a specific property owner's use of the Improvements, or a specific property owner's occupancy of property or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the District's recreational facilities. In other

¹. For example, in *Federal Construction Co. v. Ensign* (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: "Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city's sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense."

words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the location of property, type and use of property, the relative size of the property, its relative population and usage potential and its proximity to Improvements. This method is further described below.

RESIDENTIAL PROPERTIES

Certain residential properties that contain a single residential dwelling unit are assigned 1.0 SFE. Traditional houses, zero-lot line houses, and townhomes are included in this category of single family residential property.

As stated previously, the special benefits derived from the Maintenance Assessment District are conferred on property and are not based on any one property owner's use of the Improvements. However, it is ultimately people who enjoy the special benefits described above, use the District's grounds and facilities and control property values by placing a value on special benefits to be provided by the Improvements. Moreover, the opportunity to use and enjoy the improvements, which is a special benefit to properties in the Recreation Assessment District, is related to the number of people who potentially live on, work at or otherwise use a property. Therefore, the assessments are proportionately related to the relative number of people who live on, work at or otherwise use a property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the Improvements in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. These demographic factors for the County of San Mateo are depicted below. The SFE factors for a condominium, multi-family units and mobile home parcels are also shown below.

FIGURE 2 - RESIDENTIAL ASSESSMENT FACTORS

<i>PROPERTY TYPE</i>	Total Population	Occupied Households	Persons per Household	SFE Factor*
Single Family Residential	412,685	140,248	2.94	1.0
Condominium**	54,284	19,331	2.81	0.9
Multi-Family Residential	158,004	65,981	2.39	0.8
Mobile Home on Separate Lot	5,695	3,238	1.76	0.6

Source: 1990 Census, San Mateo County

* The SFE factor for condominium, multi-family and mobile home parcels is based on the ratio of average persons per household for the property type versus the average persons per household for a single family residential home.

** The SFE factor for condominium properties was rounded down to .90 because the relative benefit to condominium units is typically 90% of that for single family homes.

COMMERCIAL/INDUSTRIAL PROPERTIES

The SFE values for commercial and industrial land uses are also based on the relative number of people who work at or otherwise use the property. Employee generation factors for commercial and industrial land use from the San Diego Association of Governments Traffic Generators Study (SANDAG Study) are the basis for determining relative benefit because these factors were approved by AB530 for use in justifying commercial and industrial school facilities fees and are considered to be a good representation of the average number of employees per acre of land area for commercial and industrial properties.

The average lot size for a single family home is approximately 0.18 acres and the average number of people residing in a single family home is 2.94. Therefore, the average number of residents per acre of residential property is approximately 16.

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The average number of employees per acre for commercial and industrial property is 35, which is twice the population density of single family residential property. Therefore, a commercial or industrial property with an average of 2 employees receives a similar special benefit as a residential property with 1 resident.

Likewise, the average single family home with an SFE value of 1 has approximately 3 residents. A commercial or industrial property receiving equivalent special benefit would have approximately 6 employees. This factor of equivalence of benefit between 1 resident to 2 employees is the basis for allocating commercial/industrial benefit. Figure 3, on the below, shows the average employees per acre of land area for commercial and industrial properties and lists the relative SFE factors for each land use.

FIGURE 3 - COMMERCIAL ASSESSMENT FACTORS

Type of Commercial/Industrial Land Use	Average Employees Per Acre *	SFE Units per 1/4 Acre
Commercial	24	1.0
Office	68	2.8
Shopping Center	24	1.0
Industrial	24	1.0
Self Storage or Parking Lot	1	0.04

Source: San Diego Association of Governments Traffic Generators Study.

OTHER PROPERTIES

All properties that are benefited are assessed. Agricultural parcels without living units, utilities, certain parcels owned by public agencies, church properties, common area parcels, vacant parcels, cemeteries and schools are generally available to provide recreational or scenic benefits to the community. As such, they tend to provide similar benefits as the District's properties that would be improved by the Maintenance Assessment District. Any benefits they could receive are generally offset by the same benefits they provide. Moreover, parcels owned by a public agency or charitable organization have no assessed value and therefore do not receive the special benefit of specifically increased property values from the Maintenance Assessment District. These parcels are, therefore, not specially benefited and are not assessed.

MAXIMUM BENEFIT

Parcels of a larger size tend to have open space or other recreational facilities specifically for use of residents or employees. The benefit from the Maintenance Assessment District to these larger parcels tends to be offset by the benefit provided by the increased size of the parcel; therefore, no parcel receives a benefit greater than 5 times the benefit to a single family residential home. Consequently, the maximum benefit for any parcel is determined to be 5 SFE.

ASSESSMENT

Figure 5, on the following page, lists the formula used to calculate SFE's and the rate of assessment for each land Use Code established by the County of San Mateo. The primary factors used to determine assessments are property usage, number of residential units, and parcel size. The assessment for each parcel is listed on the Assessment Roll in the following Section. The assessments are based on the formulas summarized previously and contained in Figure 5 and the relevant zone of benefit for each parcel.

APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of

assessment, may file a written appeal with the Assistant Superintendent, Administrative Services or his or her designee. The Assistant Superintendent, Administrative Services or his or her designee will promptly review the appeal and any information provided by the property owner. If the Assistant Superintendent, Administrative Services or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the Assistant Superintendent, Administrative Services or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Assistant Superintendent, Administrative Services or his or her designee, shall be referred to the Board of Trustees of the Sequoia Union High School District and the decision of the Board of Trustees of the Sequoia Union High School District shall be final.

FIGURE 4 - DETAIL OF SINGLE FAMILY EQUIVALENTS BY ASSESSOR USE CATEGORY

Use Code	Land Use	SFE Factor	SFE Units *
00	Vacant		0.0
01	Single Family Residence	Dwelling	1.0
02	Two Living Units or Duplex	Dwelling	1.6
03	Three Living Units or Triplex	Dwelling	2.4
04	Four Living Units or Fourplex	Dwelling	3.2
05	Five or More Living Units	Dwelling	.80 per DU
06	Hotels/Motels	1/4 acre	1.0 per 1/4 acre
07	Mobilehome (not on Owned Parcel)	Dwelling	See MH Park
08	Boarding House	Dwelling	.80 per DU
09	Mobilehome Park	1/4 acre	1.0 per 1/4 acre
11	Stores, 1 Story	1/4 acre	1.0 per 1/4 acre
12	Store & Office	1/4 acre	1.0 per 1/4 acre
13	Store or Office & Residence	res + 1/4 acre	1 + 1 per 1/4 acre
14	Supermarket	1/4 acre	1.0 per 1/4 acre
15	Department Store	1/4 acre	1.0 per 1/4 acre
16	Shopping Center	1/4 acre	1.0 per 1/4 acre
17	Office Building, 1 Story	1/4 acre	2.8 per 1/4 acre
18	Office Building, Multi-Story	1/4 acre	2.8 per 1/4 acre
19	Professional Building	1/4 acre	2.8 per 1/4 acre
21	Restaurants	1/4 acre	1.0 per 1/4 acre
22	Indoor Recreation	1/4 acre	1.0 per 1/4 acre
23	Finacial	1/4 acre	1.0 per 1/4 acre
24	Service Shops	1/4 acre	1.0 per 1/4 acre
25	Service Stations	1/4 acre	1.0 per 1/4 acre
26	Auto Sales, Repair	1/4 acre	1.0 per 1/4 acre
27	Parking Lots	1/4 acre	.04 per 1/4 acre
28	Wholesale Outlets	1/4 acre	1.0 per 1/4 acre
29	Schools (Private, for profit)	1/4 acre	1.0 per 1/4 acre
31	Light Manufacturing & Industrial	1/4 acre	1.0 per 1/4 acre
32	Heavy Industry	1/4 acre	1.0 per 1/4 acre
33	Lumber Yard, Mills	1/4 acre	1.0 per 1/4 acre
34	Packing, Cotton Gins	1/4 acre	1.0 per 1/4 acre
35	Canneries	1/4 acre	1.0 per 1/4 acre
36	Food Processing	1/4 acre	1.0 per 1/4 acre
37	Mineral Processing	1/4 acre	1.0 per 1/4 acre
38	Warehouse	1/4 acre	1.0 per 1/4 acre
39	Open Storage	1/4 acre	1.0 per 1/4 acre
* Maximum SFE for any parcel is 5			

FIGURE 4 - DETAIL OF SINGLE FAMILY EQUIVALENTS BY ASSESSOR USE CATEGORY – CONT.

Use Code	Land Use	SFE Factor	SFE Units *
40	Row Crops	Dwelling	1.0 per DU
41	Row Crops & Dry Farm	Dwelling	1.0 per DU
42	Timber Preserve Zone, Vacant	Dwelling	1.0 per DU
43	Timber Preserve Zone, Improved	Dwelling	1.0 per DU
44	Agricultural Preserve, Vacant	Dwelling	1.0 per DU
45	Agricultural Preserve, Improved	Dwelling	1.0 per DU
46	Dry Farm, Pasture	Dwelling	1.0 per DU
47	Grazing	Dwelling	1.0 per DU
48	Wooded, Timber	Dwelling	1.0 per DU
49	Brush, Barren	Dwelling	1.0 per DU
50	Vacant under 40 Acres	1/4 acre	0 per 1/4 acre
51	Rural Single Family Residence, Under 5 Acres	Dwelling	1.0
52	Rural Single Family Residence, 5 to 40 Acres	Dwelling	1.0
53	Rural Single Family Residence, 0 to 40 Acres	Dwelling	1.0
54	Multiuse Improvements, under 5 Acres	Dwelling	1.0 per 1/4 acre
55	Multiuse Improvements, 5 to 40 Acres	Dwelling	1.0 per 1/4 acre
56	Multiuse Improvements, 0 to 40 Acres	Dwelling	1.0 per 1/4 acre
57	Auxiliary Farm Improvements	1/4 acre	0 per 1/4 acre
58	Miscellaneous Ag. Improvements	1/4 acre	0 per 1/4 acre
59	Nurseries & Greenhouse	1/4 acre	1.0 per 1/4 acre
61	Drive In Theater	1/4 acre	1.0 per 1/4 acre
62	Airport	1/4 acre	1.0 per 1/4 acre
63	Marina	1/4 acre	1.0 per 1/4 acre
64	Clubs, Lodges, Dance Halls	1/4 acre	1.0
65	Auditorium, Stadium, Pier	1/4 acre	1.0 per 1/4 acre
66	Golf Course (Buildings)	1/4 acre	1.0 per 1/4 acre
67	Race Track	1/4 acre	1.0 per 1/4 acre
68	Camp	1/4 acre	1.0 per 1/4 acre
69	Park	1/4 acre	0 per 1/4 acre
	* Maximum SFE for any parcel is 5		

FIGURE 4 - DETAIL OF SINGLE FAMILY EQUIVALENTS BY ASSESSOR USE CATEGORY – CONT.

Use Code	Land Use	SFE Factor	SFE Units *
70	Undefined Institutional	1/4 acre	0 per 1/4 acre
71	Church	1/4 acre	0 per 1/4 acre
72	School	1/4 acre	0 per 1/4 acre
73	College	1/4 acre	0 per 1/4 acre
74	Hospital	1/4 acre	0 per 1/4 acre
75	Nursing, Convalescent Resthome & Orphanages	1/4 acre	0 per 1/4 acre
76	Post Office	1/4 acre	0 per 1/4 acre
77	Mortuaries, Cemeteries, & Mausoleums	1/4 acre	0 per 1/4 acre
78	Community Center	1/4 acre	0 per 1/4 acre
79	Commercial, Industrial, Miscellaneous	1/4 acre	1 per 1/4 acre
81	Utility Water Company, Radio Station	1/4 acre	0 per 1/4 acre
82	Mining	1/4 acre	0 per 1/4 acre
83	Gas & Oil Wells	1/4 acre	0 per 1/4 acre
84	Pipelines, Canals	1/4 acre	0 per 1/4 acre
85	Right of Way	1/4 acre	0 per 1/4 acre
86	Water Rights	1/4 acre	0 per 1/4 acre
87	Underwater, Marsh	1/4 acre	0 per 1/4 acre
88	Highway & Streets	1/4 acre	0 per 1/4 acre
89	Residential Miscellaneous	1/4 acre	0 per 1/4 acre
91	More than One Detached Living Unit	Dwelling	1.0
92	Single Family Residence Converted to Two Units	Dwelling	1.6
93	Single Family Residence and Duplex or Triplex	Dwelling	.80 per DU
94	Two Duplexes	Dwelling	3.2
95	Any Combination not Covered in Use 91, 92, 93 or 94, four o	Dwelling	.80 per DU
96	One Fourplex plus any Other Combination of Units such as a	Dwelling	.80 per DU
97	Residential Condominium	Dwelling	0.9
98	Cooperative	Dwelling	.80 per DU
99	Retired Parcel		0
	* Maximum SFE for any parcel is 5		

ASSESSMENT

WHEREAS, on March 9, 2016 the Board of Trustees of the Sequoia Union High School District, Redwood City, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972, adopted its Resolution Directing Preparation of the 2016-17 Annual Report of the Sequoia Union High School District Maintenance Assessment District for the proposed improvements and changes in existing public improvements, more particularly therein described;

WHEREAS, the Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the assessment district and an assessment of the estimated costs of the improvements upon all assessable parcels within the assessment district, to which Resolution and the description of the proposed improvements therein contained, reference is hereby made for further particulars;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act and the order of the Board of Trustees of the Sequoia Union High School District, hereby make the following assessment to cover the portion of the estimated cost of the Improvements, including the maintenance and servicing thereof and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for the Improvements, including the maintenance and servicing thereof and the expenses incidental thereto, to be paid by the assessment district for the fiscal year 2016-17 is generally as follows:

FIGURE 5 – SUMMARY OF COSTS, FY 2016-17

	FY 2016-17 Budget
Capital Improvement & Maintenance Expenditures	\$2,323,764
Less: School District Contribution for General Benefits	(\$1,455,318)
Net Cost of Improvement & Maintenance Expenditures	\$868,446
Incidental Expenses	\$67,708
NET AMOUNT TO ASSESSMENTS	\$936,154

As required by the Act, an Assessment Diagram is hereto attached showing the exterior boundaries of the Maintenance Assessment District as the same existed at the time of the passage of the Resolution. The distinctive number of each parcel or lot of land in the Maintenance Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including maintenance and servicing thereof, upon the parcels or lots of land within the Maintenance Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the maintenance of the improvements, and more particularly set forth in the Cost Estimate hereto attached and by reference made a part hereof.

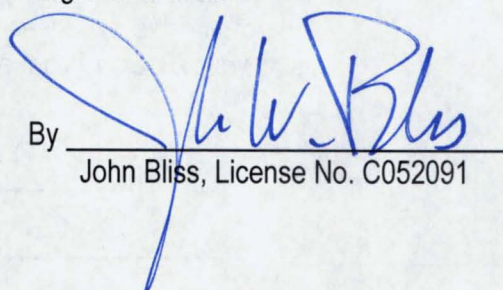
The assessment is made upon the parcels or lots of land within the Maintenance Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of San Mateo for the fiscal year 2016-17. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

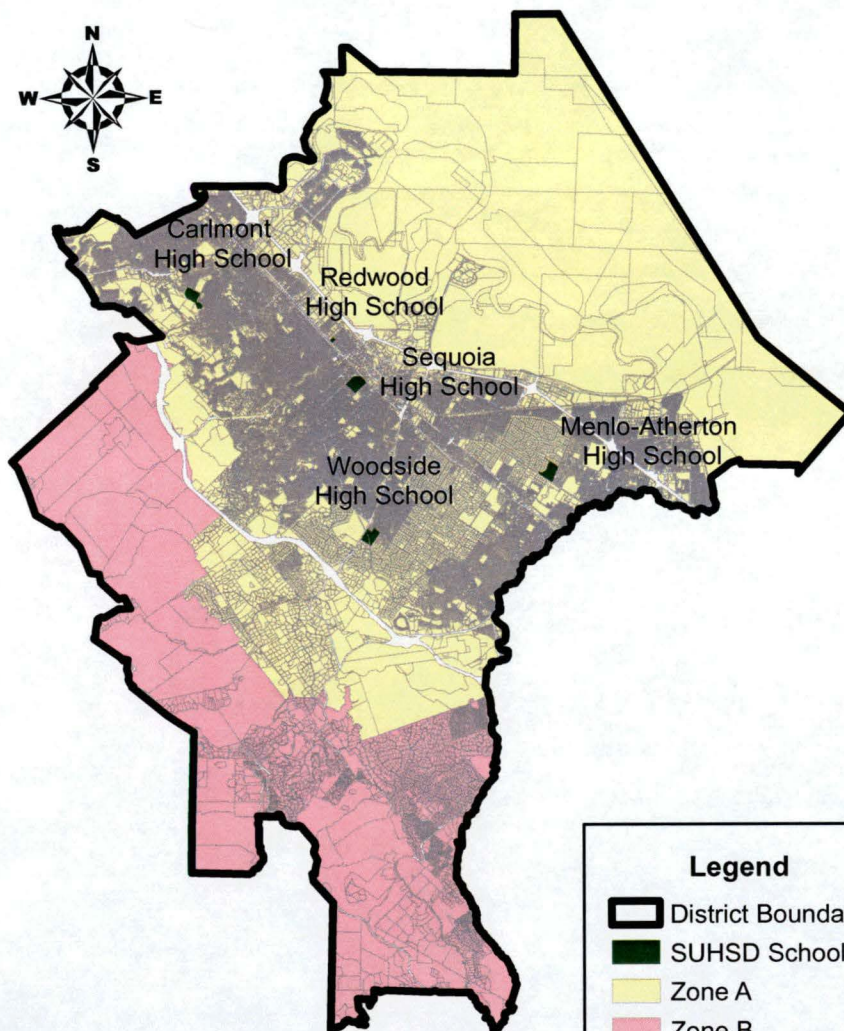
I hereby place opposite the Assessor Parcel Number for each parcel within the Assessment Roll, the amount of the assessment for the fiscal year 2016-17 for each parcel or lot of land within the Maintenance Assessment District.

Dated: March 29, 2016





Engineer of Work

By 
John Bliss, License No. C052091





Legend

-  District Boundary
-  SUHSD Schools
-  Zone A
-  Zone B

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS
OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE
COUNTY OF SAN MATEO FOR A DETAILED
DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY
PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN
FOR ALL DETAILS CONCERNING THE LINES AND
DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS
IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S
PARCEL NUMBER

PREPARED BY SCI CONSULTING GROUP
4745 MANGELS BOULEVARD
FAIRFIELD, CA 94534
707-430-4300

FILED IN THE OFFICE OF THE SECRETARY OF THE
BOARD OF TRUSTEES OF THE SEQUOIA UNION HIGH
SCHOOL DISTRICT, COUNTY OF SAN MATEO,
CALIFORNIA, THIS ____ DAY OF _____, 2016.

SECRETARY OF THE BOARD OF TRUSTEES

RECORDED IN THE OFFICE OF THE SECRETARY OF THE
ASSISTANT SUPERINTENDENT, ADMINISTRATIVE SERVICES
OF THE SEQUOIA UNION HIGH SCHOOL DISTRICT, COUNTY OF
SAN MATEO, CALIFORNIA THIS ____ DAY OF _____, 2016.

ASSISTANT SUPERINTENDENT, ADMIN. SERVICES

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY
THE BOARD OF TRUSTEES OF THE SEQUOIA UNION
HIGH SCHOOL DISTRICT, COUNTY OF SAN MATEO, ON
THE LOTS, PIECES AND PARCELS OF LAND ON THIS
ASSESSMENT DIAGRAM ON THE ____ DAY OF _____,
2015 FOR THE FISCAL YEAR 2016-17 AND SAID ASSESSMENT
DIAGRAM AND THE ASSESSMENT ROLL FOR SAID
FISCAL YEAR WERE FILED IN THE OFFICE OF THE
COUNTY AUDITOR OF THE COUNTY OF SAN MATEO
ON THE ____ DAY OF _____, 2016.
REFERENCE IS HEREBY MADE TO SAID RECORDED
ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH
ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

SECRETARY OF THE BOARD OF TRUSTEES

ASSESSMENT DIAGRAM
Sequoia Union High School District
Maintenance Assessment District

ASSESSMENT ROLL FISCAL YEAR 2016-17

Reference is hereby made to the Assessment Roll in and for the assessment on file in the office of the Secretary of the Board of Trustees, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.

RESOLUTION NO. 1576
GOVERNING BOARD OF THE SEQUOIA UNION HIGH SCHOOL DISTRICT

RESOLUTION FOR BUDGETARY INCREASES AND TRANSFER
AT YEAR END, FISCAL YEAR 2015-16

WHEREAS Education Code Section 42600 limits school district expenditures in each major expenditure classification to the total budgeted amount, as approved by the Board of Trustees of the Sequoia Union High School District,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees, in accordance with Education Code Sections 42601 and 85201, does hereby authorize the San Mateo County Superintendent of Schools to make transfers between the unappropriated fund balance and expenditure classifications, and to transfer budgeted amounts between expenditure classifications, as necessary to permit payment of obligations of the District for the current year, and

BE IT FURTHER RESOLVED that two copies of this resolution be forwarded to the San Mateo County Superintendent of Schools for approval.

REGULARLY passed and adopted this 15th day of June 2016.*

AYES: _____

NOES: _____

ABSENCES: _____

ABSTENTIONS: _____

ATTEST:

Secretary to the Board of Trustees

County Superintendent of Schools

Approved/Filed Date: _____

** E.C. Section 42600, 42602, and 42610 provide that a budget increase be approved by a majority of the Board.*