

SEQUOIA UNION HIGH SCHOOL DISTRICT
BACKGROUND INFORMATION FOR
AGENDA ITEMS FOR JUNE 10, 2015, BOARD MEETING

1. CALL TO ORDER

Anyone wishing to address the Board on closed session matters may do so at this time.

2. CLOSED SESSION

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Agency Negotiator: James Lianides; terms and conditions: 535 Old County Road, San Carlos
- b. CONSIDERATION OF STUDENT DISCIPLINES/EXPULSIONS
- c. CONFERENCE WITH LABOR NEGOTIATORS, Agency Designated Representative: James Lianides;
Employee Organizations: Sequoia District Teachers Association (SDTA), American Federation of State,
County and Municipal Employees (AFSCME)
- d. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Subdivision (a) of Section 54956.9 of the California Government Code
 - Student v. SUHSD OAH Case No. 2015040423
- e. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION: One case
- f. APPEAL OF EXPULSION ORDER (4:30 p.m.)

3. ROLL CALL

4. WELCOME AND EXPLANATION TO AUDIENCE

5. PLEDGE OF ALLEGIANCE

6. APPROVAL OF AGENDA

7. REPORT OUT ON CLOSED SESSION

8. APPROVAL OF CONSENT CALENDAR

Board action to approve the following items is taken simultaneously with one motion which is not debatable and requires an unanimous roll call vote for passage. The action indicated on each item is deemed to have been considered in full and action taken as worded therein. If a member of this Board, the Superintendent, or the Public so requests, any item shall be removed from this section and placed on the regular order of business.

MOTION: waive reading of the Consent Calendar, accept the reports, adopt the resolutions, and approve other items.

- a. APPROVAL OF MINUTES FOR MAY 20 and 27, 2015, BOARD MEETINGS (consent)

SITUATION

Enclosed with the background materials are the minutes for the May 20 and 27, 2015, Board meetings.

FISCAL IMPACT

None

RECOMMENDATION

That the Board of Trustees approves the minutes for the May 20 and 27, 2015, Board meetings.

- b. APPROVAL OF PERSONNEL RECOMMENDATIONS (consent)

SITUATION

Enclosed with the background materials are the Personnel Recommendations for certificated and classified employees.

FISCAL IMPACT

None

RECOMMENDATION

That the Board of Trustees approves the Personnel Recommendations as indicated.

- c. APPROVAL OF 2015-16 INSTRUCTIONAL CALENDAR FOR EAST PALO ALTO ACADEMY (consent)

SITUATION

The District and Sequoia District Teachers Association (SDTA) have reached a tentative agreement on the instructional calendar for East Palo Alto Academy for the 2015-16 school year. The instructional calendar for the 2015-16 school year is included in the background materials.

FISCAL IMPACT

None

RECOMMENDATION

That the Board of Trustees approves the Instructional Calendar for East Palo Alto Academy for the 2015-16 school year.

- d. APPROVAL OF FIELD TRIPS (consent)

SITUATION

Menlo-Atherton High School

17 Dance Team members will travel to University of California (UC), Davis on July 31 – August 3, 2015, to participate in the Dance Team Camp.

Sequoia High School

12 Boys' Varsity Basketball Team members will travel to Elk Grove on June 12-14, 2015, to play in a competitive basketball tournament.

12 Boys' Varsity Basketball Team members will travel to the University of Oregon on June 25-29, 2015, to participate in a basketball camp that includes training and games.

35 Team Ascent members will travel to Mount Hermon Adventures in Felton on July 1, 2015, to experience team building activities.

FISCAL IMPACT

No fiscal impact on General Fund. No student will be denied the opportunity to participate in these field trips due to finances.

RECOMMENDATION

That the Board of Trustees approves the field trip requests for Menlo-Atherton's Dance Team to UC Davis on July 31, 2015; Sequoia High School's Boys' Varsity Basketball Team to Elk Grove on June 12-14, 2015; Boys' Varsity Basketball Team to University of Oregon on June 25-29, 2015, and Team Ascent to Felton on July 1, 2015.

- e. ADOPTION OF ACADEMIC INTEGRITY POLICY (consent)

SITUATION

At the May 6, 2015, Board meeting, a draft Academic Integrity Policy Proposal was a discussion item. As a result of that discussion, further edits were made to the proposal and it was brought to the May 20, 2015, Board meeting for further discussion.

The resulting updated Academic Integrity Policy is included with the background materials for Board approval; updates to the policy resulting from the discussion on May 20 discussion are distinguished in red print.

FISCAL IMPACT

None

RECOMMENDATION

That the Board of Trustees adopts the Districtwide Academic Integrity Policy as presented.

f. **AUTHORIZATION TO DECLARE PROPERTY SURPLUS (consent)**

SITUATION

Enclosed with the background materials is a list of district surplus equipment, which has been declared either obsolete or beyond repair. Staff recommends that the Board declares these items as surplus/obsolete property per Education Code Sections 17545 - 17555.

FISCAL IMPACT

No impact on the General Fund

RECOMMENDATION

That the Board of Trustees declares the listed items as surplus property, obsolete and unsuitable for use, and authorizes the Superintendent to dispose of these surplus items in accordance with Education Code provisions.

g. **ADOPTION OF RESOLUTION NO. 1549, AUTHORIZING THE ESTABLISHMENT OF FUND 20—SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS (by roll call vote)**

SITUATION

The district set up Fund 17 - Special Reserve for Other Purposes to set aside funds to begin to satisfy the future obligations of post-retirement benefits. The state's account code structure has Fund 20—Special Reserve Fund for Post-Employment Benefits. This fund is set up specifically to account for post-employment benefits. Resolution No. 1549 sets up Fund 20 in the district's books to use for these purposes.

In 2015-16 the district will transfer the \$4,650,000 balance from Fund 17 to Fund 20 to properly commit and account for these funds.

Adoption of Resolution No.1549, Authorizing the Establishment of Fund 20, Special Reserve Fund Postemployment Benefits, is required in order to set up this new fund. A copy of the resolution is included with the background materials.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATION

That the Board of Trustees adopts Resolution No. 1549, Authorizing the Establishment of Fund 20—Special Reserve Fund for Postemployment Benefits.

h. APPROVAL OF BIDS FOR FOOD SERVICES (consent)

SITUATION

On April 28 and May 5, 2015, staff advertised for bids to purchase food, paper, and cleaning supplies for the Food Services Department. The bids were received on May 19, 2015. Approximately 200 food items and 100 supply items were bid. Prices shall remain firm through June 30, 2016. If a vendor is unable to honor prices on any item(s), the District's purchasing obligations will not be binding and the District has the option to solicit and award new quotes for said item(s). The vendors listed below submitted bids and were awarded specific food and supply items based on quality, price, general adaptability for school food service use, and the Food Services Department's ability to meet minimum order requirements. An itemized list of awarded items is available for review. The amount listed for each vendor is an estimated cost of items awarded for the 2015-16 school year:

<u>VENDOR</u> (food and food service supplies)	<u>AMOUNT</u>
Sysco Food Services of San Francisco	\$175,000
The Danielson Company	\$175,000

Buchanan Food Services and Gold Star Foods declined to bid.

FISCAL IMPACT

No impact to the General Fund; the Cafeteria Fund will fund approximately \$50,000 for paper and cleaning supplies and \$300,000 for food products.

RECOMMENDATION

That the Board of Trustees approves the bids and authorizes the Superintendent to make purchases on a line-item basis from Sysco Food Services and The Danielson Company for food, paper and cleaning supplies, totaling approximately \$350,000. A recap of the bids received is available upon request.

i. AUTHORIZATION TO HIRE INSPECTORS OF RECORD FOR CONSTRUCTION PROJECTS (consent)

SITUATION

Several construction projects will be getting started at Carlmont, Menlo-Atherton, Redwood and Sequoia high schools this summer. It will be necessary to hire Inspectors of Record, as required by the Division of the State Architect. Staff is recommending hiring the following inspectors:

NAME	Not to exceed AMOUNT	SCHOOL	PROJECT
Jason Polyzos	\$6,700	Redwood	One Modular Classroom for Adult School program at Redwood High School
Jason Polyzos	\$11,000	Sequoia	Four Modular Classroom Relocations/Site Improvements (Increment One)
Dan Butler	\$16,200	Menlo-Atherton	Interim Housing—Relocatable Modular Classrooms
Michael Henley and Company, LLC	\$1,700	Carlmont	Bleacher Replacement Project
Michael Henley and Company, LLC	\$94,860	Carlmont	Two Modular Classroom Relocations/ Site Improvements (Increment One)

FISCAL IMPACT

No impact to General Fund; all costs to be paid by Measure "A" bond funds.

RECOMMENDATION

That the Board of Trustees authorizes the hiring of: Jason Polyzos in the amount of \$6,700 for the Redwood High School modular classroom for Adult School; Jason Polyzos in the amount of \$11,000 for the Sequoia High School modular projects; Dan Butler in the amount of \$16,200 for the Menlo-Atherton relocatable interim housing project, and Michael Henley and Company, LLC, in the total amount of \$96,560 for the Carlmont High School Bleacher (\$1,700) and Modular Classroom projects (\$94,860).

- j. APPROVAL OF AMENDMENT FOR CONTRACT WITH ALTEN CONSTRUCTION (consent)

SITUATION

On November 15, 2014, the Board approved the various agreements with Alten Construction for the Lease Lease-back construction of the Transportation and Maintenance Facility project at 1090 Mills Way. The guaranteed maximum price (GMP) that the Board approved for the project was \$2,868,824. The GMP included a \$200,000 allowance for anticipated vandalism costs.

Subsequent to the approval of the Alten contract, there was further vandalism at this location, coupled with significant additional unforeseen vandalism that was discovered during the course of construction. These vandalism-related costs will exceed the allowance approved in the contract. Staff is requesting an additional \$150,000 to cover the additional vandalism unforeseen vandalism-related costs. The district has received \$542,000 from an insurance claim made for this vandalism damage that will cover these additional contract costs.

Included with the background materials is an amendment to the relevant Lease Lease-back agreement documents to increase the vandalism allowance from \$200,000 to \$350,000. The amendment has been reviewed by County Counsel.

FISCAL IMPACT

No impact to General Fund; all costs to be paid for out of construction funds.

RECOMMENDATION

That the Board of Trustees approves the attached amendment to the Lease Lease-back agreement with Alten Construction to increase the guaranteed maximum price vandalism allowance from \$200,000 to \$350,000.

- k. APPROVAL OF AMENDMENT FOR AGREEMENT WITH PANKOW BUILDERS FOR EPAA NEW GYMNASIUM PROJECT (consent)

SITUATION

On September 17, 2014, the Board approved proceeding with the new gymnasium project at East Palo Alto Academy and approved entering into a pre-construction agreement under a Lease Lease-back contract with Charles Pankow Builders.

The project is still under review with the Division of the State Architect and staff expects to get approval by mid-June for the Increment One phase of the project. In order to mobilize and start earthwork and ground improvements this summer, it is necessary to enter into an amendment with Charles Pankow Builders in the amount of \$796,697. Included with the background materials is a copy of the amendment that was reviewed by County Counsel. This amount will be deducted from the Guaranteed Maximum Price. Efforts are underway to finalize the total project cost which is estimated at \$6.4 million. The site and facilities leases and guaranteed maximum price will be provided to the Board for approval at an August 2015 board meeting.

FISCAL IMPACT

No impact to General Fund; all costs to be paid by Measure "A" bond funds and state-matching funds.

RECOMMENDATION

That the Board of Trustees approves amending the agreement in the amount of \$796,697 with Charles Pankow Builders for the new Gymnasium project at East Palo Alto Academy.

1. APPROVAL OF LEASE LEASE-BACK CONTRACT FOR MENLO-ATHERTON INTERIM HOUSING AND FIRE LINE IMPROVEMENTS (consent)

SITUATION

Temporary housing is required to accommodate enrollment growth and to compensate for the demolition of existing classrooms to build the new G-Wing at Menlo-Atherton High School. Improvements are also required by the Menlo Park Fire District to the school's fire suppression system, specifically to the main line that supplies fire water to the hydrants located on the campus loop. Pursuant to this proposed Lease-Lease Back Agreement, Cal-Pacific Construction Inc. will install 12 portable buildings on the campus and complete the fire main line improvements.

California courts have confirmed the validity of the lease-leaseback construction delivery method and indicated that competitive bidding is not required when this method is used. However, a California appellate court recently held, in *Davis v. Fresno Unified School District*, that lease-leaseback arrangements structured in a manner commonly employed by school districts are not bona fide because they do not reflect a true lease term nor do they involve an element of builder financing, elements that the court found were essential to the lease-leaseback authority set forth in section 17406 of the Education Code.

The instant lease-leaseback contract documents have been drafted to address concerns expressed by the court in the *Davis* decision and our counsel has advised that the contract should survive legal scrutiny even if the *Davis* decision becomes final. For example, the facilities lease calls for a lease term substantially longer than the time period contemplated for construction of the project and the District will be able to avail itself of builder financing during the term of the facilities lease.

FISCAL IMPACT

No impact to the General Fund; all cost will be paid by Measure "A" bond funds.

RECOMMENDATION

That the Board of Trustees approves the Lease Lease-back contract with Cal-Pacific Construction for the Menlo-Atherton interim housing/fire line improvements with a guaranteed maximum price of \$943,870. It is further recommended that staff be authorized to make minor, non-substantive changes to the lease-leaseback agreements as recommended by the County Counsel's Office to address any additional concerns raised regarding the *Davis* decision and to complete final negotiations with Cal-Pacific.

- m. APPROVAL OF LEASE LEASE-BACK CONTRACT FOR CARLMONT INCREMENT ONE SITE WORK (consent)

SITUATION

On May 22, 2015, the District selected Cal Pacific Construction's proposal to enter into a lease lease-back agreement for the Carmont High School New Classroom Building (S wing) Increment One Project ("Project"). This project will provide a new classroom building, extensive site grading and retaining walls, relocated utilities and modular building and improved fire department access. The background materials include the lease lease-back agreement. The guaranteed maximum price for the project will be \$4,500,000. This includes \$172,689 for an owner's allowance to cover agency requests and design deficiencies. Unspent allowance will be returned to the district.

California courts have confirmed the validity of the lease-leaseback construction delivery method and indicated that competitive bidding is not required when this method is used. However, a California appellate court recently held, in *Davis v. Fresno Unified School District*, that lease-leaseback arrangements structured in a manner commonly employed by school districts are not bona fide because they do not reflect

a true lease term nor do they involve an element of builder financing, elements that the court found were essential to the lease-leaseback authority set forth in section 17406 of the Education Code.

The instant lease-leaseback contract documents have been drafted to address concerns expressed by the court in the *Davis* decision and our counsel has advised that the contract should survive legal scrutiny even if the *Davis* decision becomes final. For example, the facilities lease calls for a lease term substantially longer than the time period contemplated for construction of the project and the District will be able to avail itself of builder financing during the term of the facilities lease.

FISCAL IMPACT

No impact to General Fund; all costs to be paid partially by Measure “J” bond fund and state-matching funds.

RECOMMENDATION

That the Board of Trustees approves the Lease Lease-back agreement with Cal Pacific Construction in the amount of \$4,500,000 for the Carlmont High School New Classroom Building (S wing) Increment One Project. . It is further recommended that staff be authorized to make minor, non-substantive changes to the lease-leaseback agreements as recommended by the County Counsel’s Office to address any additional concerns raised regarding the *Davis* decision and to complete final negotiations with Cal-Pacific.

- n. APPROVAL OF CONSTRUCTION BID FOR MODULAR BUILDING AT REDWOOD HIGH SCHOOL (consent)

SITUATION

The Redwood High School Task Force had determined that it would need an Adult School program on its campus to better serve its student. On April 15, 2015, the Board approved hiring the architect to add a modular classroom building. The project includes relocating a district owned modular classroom building, underground electrical, fire lines, low voltage, drainage and new building pad and ramps. Staff requested informal bids on May 13, 2015. Bids were submitted as follows:

<u>Contractor</u>	<u>Amount</u>
Anza Engineering	\$167,620 (lowest recommended bidder)
Alten Construction	\$225,000

FISCAL IMPACT

No impact to General Fund; all costs to be paid by Measure “A” bond funds.

RECOMMENDATION

That the Board of Trustees approves the bid for Anza Engineering in the amount of \$169,500 for the new modular building at Redwood High School.

- o. APPROVAL OF CONTRACT WITH QUAGLIA INSTITUTE FOR 2015-16 (consent)

SITUATION

The Quaglia Institute for Student Aspirations (QISA) works with all schools in the District as it provides the framework for the Aspirations Advocates Program. QISA also works with Woodside High School, as Woodside is one of its model schools. Included with the background materials are an overview of services for 2015-16 and the accompanying appendices.

FISCAL IMPACT

\$110,847 for 2015-16

RECOMMENDATION

That the Board of Trustees approves the proposed contract with Quaglia Institute for Student Aspirations for 2015-16.

- p. APPROVAL OF AGREEMENTS WITH MANAGEMENT AND CONFIDENTIAL EMPLOYEES FOR 2015-16 AND THE 2015-16 MANAGEMENT SALARY SCHEDULE (consent)

SITUATION

The Management and Confidential teams' agreements with the district on compensation are a "me too," based upon the contract with the Sequoia District Teachers Association. This results in the following changes to Management and Confidential employees' compensation:

1. The District shall continue to absorb Health and Welfare Benefits premium costs for the 2015-16 school year estimated to cost the District 0.88%. (An one-percent increase to the management unit is approximately \$44,100.)
2. The District shall increase the Management Salary Schedule and the Confidential Employees' Salary Schedule by 5.0 percent effective July 1, 2015.

Additionally, the District will apply \$300 to the salary schedule for Assistant Superintendents to each step from the \$400/month travel allowance.

FISCAL IMPACT

The agreement results in the above changes in compensation for administrators and confidential employees.

RECOMMENDATION

That the Board of Trustees approves the changes in compensation for District Management and Confidential employees.

- q. AUTHORIZATION TO HIRE GEOTECHNICAL ENGINEER (consent)

SITUATION

Carlmont High School

Staff is planning to proceed with construction of the new Classroom Building project at Carlmont High School this summer. This site requires geotechnical observation and testing of the building pad construction, extensive utility replacement, and backfill behind retaining walls. It will be necessary to hire the Geotechnical Engineer of Record as required by the Division of the State Architect to oversee this project. Staff is recommending hiring Cornerstone Earth Group in the amount of \$70,000.

East Palo Alto Academy

Staff is planning to proceed with construction of the new Gymnasium at East Palo Alto Academy this summer. This site requires geotechnical observation and testing of vibro stone column work to mitigate the liquefaction issue as well as other geotechnical and soil environmental issues at this campus. It will be necessary to hire the Geotechnical Engineer of Record as required by the Division of the State Architect to oversee this project. Staff is recommending hiring Cornerstone Earth Group in the amount of \$72,000.

Sequoia High School

On May 20, 2015, the Board approved the bid for Sausal Corporation to begin the Increment One work at Sequoia High School. It is required by the Division of the State Architect to have a geotechnical engineer involved in the project. Staff recommends hiring Cornerstone Earth Group in the amount of \$47,000 to provide geotechnical observation and testing for the Increments One and Two work, which is the actual construction of the new ten-classroom building at Sequoia High School.

In addition, this proposal includes services needed for observation and testing of the fuel tank and hydraulic lift removal in the district's Maintenance Yard.

FISCAL IMPACT

No impact to General Fund; all costs to be paid by Measure "A" bond funds.

RECOMMENDATION

That the Board of Trustees authorizes the hiring of Cornerstone Earth Group in the amount of: \$70,000 for Carlmont High School new Classroom Building; \$72,000 for East Palo Alto Academy Gymnasium, and \$47,000 for Sequoia High School Increments One and Two work on geotechnical observation and testing.

r. AUTHORIZATION TO HIRE OWNER'S REPRESENTATIVE (consent)

SITUATION

The Menlo-Atherton Interim Housing Project will begin construction on June 11, 2015, and will deliver classrooms ready for occupancy on or before August 9, 2015. Ralph Adams will coordinate and manage this project.

FISCAL IMPACT

No impact to General Funds; all funds will be paid through Measure "A" bond funds.

RECOMMENDATION

That the Board of Trustees authorizes the Superintendent to hire Ralph Adams as an independent contractor to provide project management services to the District for Measure "A" bond projects in an amount not to exceed \$35,000.

s. APPROVAL OF AMENDMENTS TO CONTRACT WITH LPA ARCHITECTS FOR PROFESSIONAL ARCHITECTURAL SERVICES (consent)

SITUATION

On October 8, 2014, the Board approved a master contract with LPA Architects for design services at the District's Menlo-Atherton High School campus. LPA was hired to provide architectural services for master planning and the new G-Wing. Since that time, staff has identified two additional projects at Menlo-Atherton High School that need to be designed in order to meet projected enrollment growth.

The first project is a re-design of the undersized guidance office. With additional guidance and mental health staff coming on board, it's necessary to increase the square footage and number of offices dedicated to these critical functions. As part of this re-design, space will be captured from the KCEA radio station, which will be relocated to the District's former maintenance building on James Avenue. The estimated completion date is July 31, 2016. The fee for these design services is \$151,126.

The second design project is for a two story, six-classroom lab building of approximately 12,000 square feet. Within the project scope is the re-location of tennis court number seven and tennis program storage sheds to an adjacent area along Ringwood Street. Four science and two Career Technical Education (CTE) spaces will be constructed, adding critical capacity to the site. A 1,200 square foot modular food service space and an antiquated restroom building will also be demolished and replaced with a new integrated single story structure as part of this initiative. December of 2017 is the estimated completion date for both buildings and the tennis court work. The fee for these design services is \$1,174,195.

We have prepared two amendments to the existing contract with LPA Architects to include within its scope the architectural services for these two projects. Both proposals are included with the background materials and incorporated, by reference, into these amendments. The total amount authorized to be expended for under the amendments is \$1,325,321.

FISCAL IMPACT

No impact to the General Fund; all costs to be paid by Measure “A” bond funds.

RECOMMENDATION

That the Board of Trustees approves the amendments to the agreement with LPA Architects in the amount of \$1,325,321 for: designing an expanded guidance office, lab building, and food service restroom building.

9. SPECIAL RECOGNITIONS

- a. Superintendent’s Commendations

10. PUBLIC COMMENT

- a. This period is for speakers whose items are not on the agenda. Speakers are customarily limited to two minutes. Speaker slips are available at the agenda table.
- b. Correspondence

11. INFORMATION ITEMS

- a. REPORT ON PROFESSIONAL DEVELOPMENT

SITUATION

The Professional Development (PD) Department will share a summary of accomplishments and highlights from the year. Summaries include professional development sessions and work from instructional coaches, the Teacher Induction Program (TIPS) and the Peer Assistance and Review (PAR) program. Highlights include work on Oral Academic Language, Instructional Rounds, and Teacher Leadership Pathways.

The PD Department also conducted a survey that included some of the questions from the Gates Foundation Survey published in 2014. The Gates survey asked participants about the value of PD in their districts and what is most important to relevant to staff and teachers. The district survey asked these same questions and also asked about priorities for staff for 2015-2016. The work with Common Core, research on current best practices, and the survey all informed the new PD model for next year: Common Core Cohorts. This presentation will conclude with the plan for implementing this new PD model to support Common Core implementation.

- b. PRESENTATION ON SEQUOIA PARENT EDUCATION PROGRAM FOR 2014-15

SITUATION

The Founding Director of The Parent Education Series, Charlene Margot, will present an overview of the program with data on attendance, parent evaluations, funding sources, and current and planned program offerings. The Parent Education Series currently offers parent education programming at Menlo-Atherton, Sequoia and Woodside high schools.

12. PUBLIC HEARINGS

- a. PUBLIC HEARING AND CONSIDERATION OF ADOPTION OF RESOLUTION NO. 1550, APPROVING ENGINEER’S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT, AND ORDERING LEVY OF ASSESSMENT FOR 2015-16 FOR SUHSD MAINTENANCE ASSESSMENT DISTRICT (by roll call vote)

SITUATION

A public hearing is being held to provide the Board with an opportunity to receive public comment. Later on in the agenda the Board will be requested to act on the adoption of Resolution No. 1550, approving

Engineer's Report, confirming diagram and assessment, and ordering levy of assessment for fiscal year 2015-16 for the Sequoia Union High School District Maintenance Assessment District.

b. PUBLIC HEARING ON LOCAL CONTROL ACCOUNTABILITY PLAN

SITUATION

As part of the state's new Local Control Funding Formula (LCFF) and related Local Control and Accountability Plan (LCAP), Education Code 52062(b)(1) requires the governing board of each school district to hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP.

c. PUBLIC HEARING ON PROPOSED BUDGET FOR 2015-16

SITUATION

The California Education Code requires that the Board of Trustees adopts the district budget each year by the statutory deadline of July 1. Further, the California Department of Education (CDE) requires that a set of forms be submitted with the adopted budget data for the District. In order to comply with these requirements the administration is submitting for approval the necessary documentation to adopt the Sequoia Union High School District budget for the 2015-2016 fiscal year.

A public hearing is being held to provide the Board with an opportunity to receive public comment. The Board will be requested to act on the adoption of the Official Budget for 2015-16 at its regularly scheduled meeting on June 24, 2015.

d. PUBLIC HEARING FOR PROPOSED RATIFICATION OF AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME, LOCAL 829 OT&P, M&O, AND SUPERVISORS' UNITS FOR 2014-16

SITUATION

The current contract between the Sequoia Union High School District (District) and the American Federation of State, County and Municipal Employees, AFSCME, Local 829, OT&P, M&O, and Supervisors Units expired on June 30, 2014.

The Board has previously ratified an agreement with AFSCME in the fall of 2014 on the following terms related to salary and benefits:

1. The District shall continue to absorb Health and Welfare Benefits premium costs for the 2014-15 school year estimated to cost the District 0.88 percent.
2. For the 2014-15 school year, the District shall increase the 2013-14 salary schedules of the collective bargaining agreements by 2.0 percent retroactive to July 1, 2014.
3. The District shall provide a 2.0 percent increase based on the 2013-2014 salary schedules of the collective bargaining agreement as a one-time off schedule payment. (Note that the 2.0 percent is not compounded on the 2 percent described in section 2 above. The 2.0 percent one-time increase shall be prorated for less than full time unit members.) Employees must be in a paid status as of October 1, 2014, to receive this one-time off schedule payment.
4. The Agreement between the parties will be for a two-year term with re-openers on salary and benefits and one (1) article of the parties' collective bargaining agreement per party for the 2015-16 school year.
5. The Agreement between the parties will be effective July 1, 2014, and shall remain in full force and effect up to and including June 30, 2016.

The District continued negotiations with AFSCME through the 2014-15 school year and has reached the following tentative agreements:

6. Creation of the "Classified Reclassification Process" which includes the procedures for reclassification and the implementation of a "Position Information Questionnaire. The process may be initiated by the District, an individual employee, or AFSCME.
7. Changes to the means by which bus routes for other school districts that fall on non-student days for SUHSD are assigned; these routes will be offered to drivers on a rotational basis by seniority.
8. The District will provide up to ten hours of renewal classroom/ in-service instruction and up to four hours of behind the wheel training for recertification with pay.
9. The District will absorb any fees required for physical and mental examinations of bus drivers.
10. School bus drivers are expected to wear and maintain District issued uniforms. All uniforms are the property of the District; upon resignation/termination drivers shall return all uniforms to the District.
11. The work boot allowance will be raised to \$250 per year, effective July 1, 2014.
12. The Office Technical & Paraprofessionals (OT&P) and Maintenance & Operations (M&O) contracts have been merged into a single document. The merge has not resulted in significant, substantive changes for either unit, but in areas where discrepancies existed, the following adjustments were made:
 - a. ARTICLE XIII - WAGES, SECTION 3 – Professional Growth (3.1): For OT&P members, the district pays thirty dollars per month for eight semester hours or twelve quarter hours of transcript units from an accredited college or university, verses fifteen dollars per month for M&O members. The District will pay the thirty dollars per month rate for both units.
 - b. ARTICLE XIII - WAGES, SECTION 11 – Miscellaneous (11.3): OT&P members may receive a \$50 per month bilingual stipend for interpreting if requested and approved by management. This stipend is not available for M&O members. The stipend will also be available to M&O members if necessary.
 - c. ARTICLE XIV – HOLIDAYS AND VACATIONS, SECTION 1 – Paid Holidays (1.6): M&O members receive double time pay for working second holiday in fiscal year. OT&P members only received time and a half. Both M&O and OT&P members will receive double time pay in these circumstances.
 - d. ARTICLE XIV – HOLIDAYS AND VACATIONS, SECTION 2 – Paid Vacations (2.1): M&O members receive a full year's vacation credit if employed by November 1. OT&P members must be employed by July 1 to receive a full year's vacation credit. Both units will receive the full credit if employed by November 1.
 - e. ARTICLE VII – LEAVES, SECTION 8 – Jury Duty and Other Legal Responsibilities (8.1): M&O members receive their normal pay if they are called as a witness or subpoenaed to testify in court. There is no mention of pay in the OT&P contract (only for jury duty). The same will apply to OT&P as does with M&O.
13. Corrections and updates have been made to Article I, Recognition; positions no longer utilized by the District have been removed, and job titles have been updated.
14. Article XIV -- HOLIDAYS AND VACATIONS, SECTION 1 -- Paid Holidays (1.1): References to the "Friday of Spring Vacation and September 9, Admission Day have been removed.
15. Numbering has been adjusted throughout the contract to accommodate the merging of the M&O and OT&P collective bargaining agreements. The "mark up" version of the contract merge is available per request.
16. The District shall continue to absorb Health and Welfare Benefits premium costs for the 2015-16 school year estimated to cost the District 0.88 percent.

17. For the 2015-16 school year, the District shall increase the 2014-15 salary schedules of the collective bargaining agreements by 5.0 percent effective July 1, 2015.

The ratification of the above terms will close negotiations through the 2015-16 school year. Negotiations will resume for 2016-17, and the entire collective bargaining agreement will be open for negotiations.

FISCAL IMPACT

The tentative agreement contains the following additional cost items:

1. The District shall continue to absorb Health and Welfare Benefits premium costs for the 2015-16 school year estimated to cost the District 0.88 percent. This has an estimated cost increase of \$208,000 for 2015-16 specific to the AFSCME bargaining units, and \$688,000 total for all bargaining units for 2015-16.
2. For the 2015-16 school year, the District shall increase the 2014-15 salary schedules of the collective bargaining agreement by 5.0 percent retroactive to July 1, 2015. This has an estimated cost increase of \$226,000 per 1 percent increase specific to the AFSCME, for a total of \$1,130,000. District-wide, the cost of a 1 percent salary increase to all bargaining units is \$748,000, for a total cost increase of \$3,740,000.

RECOMMENDATION

That the Board of Trustees approves the AFSCME-ratified agreement for 2014-2016 between Sequoia Union High School District and the American Federation of State, County and Municipal Employees, AFSCME, Local 829, OT&P, M&O, and Supervisors Units.

- e. PUBLIC HEARING ON AGREEMENT WITH SEQUOIA ADULT SCHOOL FEDERATION OF TEACHERS

SITUATION

The agreement between the Sequoia Adult School Federation of Teachers and the district on compensation is a “me too,” based upon the contract with the Sequoia District Teachers Association. This results in the following changes to compensation:

- (1) The District shall increase the Adult School teacher salary schedule by 5.0 percent effective July 1, 2015.

13. DISCUSSION ITEMS

- a. DISCUSSION OF LOCAL CONTROL ACCOUNTABILITY PLAN

SITUATION

As part of the state’s new Local Control Funding Formula (LCFF), and following the public hearing, SUHSD staff created an online survey that was shared during various Local Control Accountability Plan (LCAP) progress meetings with stakeholders. The survey was made available on the LCFF/LCAP web site for the public to submit recommendations and comments. The official comment period for this online forum was April 1, 2015, through May 20, 2015; however, it remains open for possible public input. As of June 1, 2015, no recommendations or comments from the public have been submitted.

The final LCAP will be submitted for Board approval on June 24, 2015. The Board-approved LCAP is due to the San Mateo County Office of Education by June 30, 2015. A complete summary and timeline of each step of the LCAP development and review process, including stakeholder engagement, is contained in Section 1 of the recommended SUHSD LCAP.

FISCAL IMPACT

LCFF plays out differently in the SUHSD—a Basic Aid district—than in revenue limit districts. Specifically, the “calculated” percentage of LCFF funds for SUHSD is considerably less than those received by revenue limit districts. Using the Fiscal Crisis and Management Assistance Team (FCMAT) LCFF calculator, the 2015-16 “calculated” Supplemental & Concentration Grant funding is \$2,419,050. This is reflected in the activities listed in LCAP Section 2 (Goals, Actions, Expenditures, and Progress Indicators) and Section 3 (Use of Supplemental and Concentration Grant funds and Proportionality). The distinction between the budgeted amounts reflected in the SUHSD LCAP versus those of revenue limit districts is noteworthy because, unlike revenue limit districts whose LCAP budget and activities will reflect a significant percent of their total district budget, the SUHSD LCAP will reflect only a small percent of the District’s budget and activities. In other words, the SUHSD provides significantly more services and activities than what is contained in this LCAP.

b. **DISCUSSION OF BOARD POLICY BP 4121, PAID SICK LEAVE, AND ADMINISTRATIVE REGULATIONS AR 4161.1 AND AR 4361.1**

SITUATION

AB 1522 established minimum requirements for paid sick days for California employers. Under AB 1522, beginning July 1, 2015, employees who work 30 or more days for an employer within a calendar year will be entitled to paid sick days. A covered employee will accrue paid sick days at the rate of not less than one hour per 30 hours worked.

At the outset, it is important to note that AB 1522 was recently enacted and most of its provisions, including the portions requiring provision of sick leave, become effective July 1, 2015. Thus the law is new, untested and takes a “one size fits all” approach to providing sick leave to employees. This means AB 1522 does not account for unique employment situations often found in school districts. The information provided below reflects the District’s current understanding of the new law which will evolve over time through court cases.

In general terms, AB 1522 requires employers to provide paid sick leave to eligible employees. In addition to using the paid sick leave for the employee’s own illness or medical appointments, leave under AB 1522 must also be available for employees to use for attending to the diagnosis, care, treatment, or preventative care of family members. Additionally, the District must allow victims of domestic violence, sexual assault or stalking to use paid sick leave in order obtain medical care or legal assistance.

An employee is eligible for paid sick leave if she/he works at least thirty days within a year, or twelve months, of employment. Employees accrue one hour of leave for every thirty hours worked. An eligible employee may start using accrued sick leave after the “90th day of employment.” AB 1522 does not specify whether this means ninety calendar days or ninety working days; however, staff’s recommendation is that employers use calendar days to determine when use of sick leave may begin.

The pay rate for the sick leave is the same as the employee’s regular hourly rate. If the employee has multiple hourly wages, the employer pays the employee the average of all wages paid to the employee during the ninety-days prior to when the sick leave is taken.

AB 1522 requires all accrued and unused paid sick leave to be carried over to the following year of employment; however, it permits employers to establish policies to limit both use and accrual of paid sick leave as follows:

- **Accrual:** The employer may limit the accrual of sick leave to 48 hours per year.
- **Use Per Year:** The employer may limit an employee’s use of paid sick days to twenty-four hours or three days per year.
- **Use Per Absence:** The employer may require the employee to use leave in reasonable minimum increments, not to exceed two hours.

Finally, the District is not required to provide compensation to an employee or “cash out” accrued unused sick leave upon resignation or termination. However, if the employee is rehired within one year from the date of separation, previously accrued and unused sick leave must be reinstated and the employee may immediately use and begin accruing sick leave.

AB 1522 applies equally to all employees, regardless of whether they are full-time or part-time, temporary or substitute, represented or non-represented.

The staff is recommending a “front load” approach to addressing the requirements presented by AB1522 by which an employee who is employed for more than 90 calendar days in a given school year and who works at least 30 days will be provided with twenty-four hours or three days per year. These hours will not “roll over” to the following school year if unused.

The draft policy is included with the background materials.

c. DISCUSSION OF TENTATIVE BOARD MEETING DATES FOR 2015-16

SITUATION

Included with the background materials is the SUHSD Board of Trustees Regular Meeting Schedule for fiscal year 2015-16. It should be noted that the first board meeting of the year is scheduled for Wednesday, July 22, 2015, and the list shows approximately two board meetings per month throughout the entire school year.

14. ACTION ITEMS

a. PRESENTATION AND CONSIDERATION OF APPROVAL OF THE WASC/SPSA SITE PLAN FOR WOODSIDE HIGH SCHOOL

SITUATION

This item is on the agenda to provide an opportunity for Woodside High School staff and students to report on programs and activities at the school that are aligned to the District’s Vision and Long-term Goals. Principal Diane Burbank will lead the presentation.

The Western Association of Schools and Colleges/Single Plan for Student Achievement (WASC/SPSA) is posted on the District’s website (www.seq.org), and it will be cross-referenced in other sections to help ensure visitors can find it easily. There is a hard copy at 480 James Avenue, Redwood City, in the Educational Services office for those who are unable to access the electronic version.

FISCAL IMPACT

None

RECOMMENDATION

That the Board of Trustees approves the WASC/SPSA Report for Woodside High School.

b. APPROVAL OF RATIFIED AGREEMENT WITH SEQUOIA DISTRICT TEACHERS ASSOCIATION (SDTA)

SITUATION

The term of the current contract between the Sequoia Union High School District (District) and the Sequoia District Teachers’ Association (SDTA) is from July 1, 2014 through June 30, 2016. For 2015-2016, salary and benefits were re-opened, and each party was entitled to open one additional article. The Sequoia District Teachers Association selected Article XII Class Size, and the District selected Article VII Leaves. The following tentative agreements were reached:

1. Five percent salary increase on the 2014-15 salary schedules (A, B, and C) effective July 1, 2015
2. The District will absorb Health and Welfare Benefits premium costs estimated at 0.88 percent
3. The side letter agreement with East Palo Alto Academy (EPAA) was revised. Article VII, Evaluation, was added to the list of enumerated articles which will apply to members of EPAA.

Full-time teachers at EPAA will have at least one non-teaching preparation period per day. All language specific to the 2014-15 school year has been removed from the side letter. The 2015-16 instructional calendar for EPAA was agreed upon and attached to the side letter.

4. The negotiations regarding the impact of the Sequoia Union High School District's School Loop and Communication Requirements on SDTA bargaining unit members was completed. Please refer to the side letter agreements dated May 27, 2015 and January 9, 2015 for the specific agreements.
5. Parties agree to convene a district-wide insurance committee to review current medical, dental, and vision plans and to discuss healthcare options.
6. Prior to altering the number of FTE teaching positions assigned to a department, the principal or designee will consult with the department chair(s) affected.
7. In Article XII, Class Size, antiquated language referring to "factors," a system by which class sizes considered attrition through a given semester, was removed. The District no longer uses such "factors."
8. Physical Education classes will be limited to no more than 50 students per period. The caseload limit for Speech and Language professionals will be limited to no more than 55 students per full-time employee.
9. "Pursuit of an alternative career" has been removed from one of the options for applying for leave without pay.
10. "To Travel" was removed as one of the possible reasons for applying for a sabbatical. Travel may be a component of another rationale, as in studying abroad, but not as a reason in of itself.
11. The deadline for applying for sabbaticals will be February 1.
12. The composition of the sabbatical committee was adjusted to create district/association parity.
13. Full-time members of the unit employed five (5) days a week shall be entitled to ten (10) days of leave of absence for purposes of illness or injury, personal necessity, and for the purposes described in the Healthy Workplace Family Act of 2014. References to personal necessity notification and processes have been removed from the agreement.

FISCAL IMPACT

The tentative agreement contains the following additional cost items:

1. The District shall continue to absorb Health and Welfare Benefits premium costs for the 2015-16 school year estimated to cost the District 0.88 percent. This has an estimated cost increase of \$479,900 for 2015-16 specific to the SDTA bargaining unit, and \$698,000 total for all bargaining units for 2015-16.
2. The District shall increase the 2014-15 SDTA salary schedule in Appendices A, B, and C of the collective bargaining agreement by 5.0 percent effective July 1, 2015. This has an estimated cost increase of \$548,100 per 1 percent increase specific to the SDTA, for a total of \$2,740,500. District-wide, the cost of a 1 percent salary increase to all bargaining units is \$748,000, for a total cost increase of \$3,740,000.

RECOMMENDATION

That the Board of Trustees approves the SDTA ratified agreement for 2015-2016 between Sequoia Union High School District and the Sequoia District Teachers' Association.

- c. APPROVAL OF RATIFIED AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME, LOCAL 829 OT&P, M&O, AND SUPERVISORS' UNITS FOR 2014-16

SITUATION

The current contract between the Sequoia Union High School District (District) and the American Federation of State, County and Municipal Employees, AFSCME, Local 829, OT&P, M&O, and Supervisors Units expired on June 30, 2014.

The Board has previously ratified an agreement with AFSCME in the fall of 2014 on the following terms related to salary and benefits:

1. The District shall continue to absorb Health and Welfare Benefits premium costs for the 2014-15 school year estimated to cost the District 0.88 percent.
2. For the 2014-15 school year, the District shall increase the 2013-14 salary schedules of the collective bargaining agreements by 2.0 percent retroactive to July 1, 2014.
3. The District shall provide a 2.0 percent increase based on the 2013-2014 salary schedules of the collective bargaining agreement as a one-time off schedule payment. (Note that the 2.0 percent is not compounded on the 2 percent described in section 2 above. The 2.0 percent one-time increase shall be prorated for less than full time unit members.) Employees must be in a paid status as of October 1, 2014, to receive this one-time off schedule payment.
4. The Agreement between the parties will be for a two-year term with re-openers on salary and benefits and one (1) article of the parties' collective bargaining agreement per party for the 2015-16 school year.
5. The Agreement between the parties will be effective July 1, 2014, and shall remain in full force and effect up to and including June 30, 2016.

The District continued negotiations with AFSCME through the 2014-15 school year and has reached the following tentative agreements:

6. Creation of the "Classified Reclassification Process" which includes the procedures for reclassification and the implementation of a "Position Information Questionnaire. The process may be initiated by the District, an individual employee, or AFSCME.
7. Changes to the means by which bus routes for other school districts that fall on non-student days for SUHSD are assigned; these routes will be offered to drivers on a rotational basis by seniority.
8. The District will provide up to ten hours of renewal classroom/ in-service instruction and up to four hours of behind the wheel training for recertification with pay.
9. The District will absorb any fees required for physical and mental examinations of bus drivers.
10. School bus drivers are expected to wear and maintain District issued uniforms. All uniforms are the property of the District; upon resignation/termination drivers shall return all uniforms to the District.
11. The work boot allowance will be raised to \$250 per year, effective July 1, 2014.
12. The OT&P and M&O contracts have been merged into a single document. The merge has not resulted in significant, substantive changes for either unit, but in areas where discrepancies existed, the following adjustments were made:
 - a. ARTICLE XIII - WAGES, SECTION 3 – Professional Growth (3.1): For OT&P members, the district pays thirty dollars per month for eight semester hours or twelve quarter hours of transcript units from an accredited college or university, verses fifteen dollars per month for M&O members. The District will pay the thirty dollars per month rate for both units.
 - b. ARTICLE XIII - WAGES, SECTION 11 – Miscellaneous (11.3): OT&P members may receive a \$50 per month bilingual stipend for interpreting if requested and approved by management. This stipend is not available for M&O members. The stipend will also be available to M&O members if necessary.
 - c. ARTICLE XIV – HOLIDAYS AND VACATIONS, SECTION 1 – Paid Holidays (1.6): M&O members receive double time pay for working second holiday in fiscal year. OT&P members only received time and a half. Both M&O and OT&P members will receive double time pay in these circumstances.

- d. ARTICLE XIV – HOLIDAYS AND VACATIONS, SECTION 2 – Paid Vacations (2.1): M&O members receive a full year’s vacation credit if employed by November 1. OT&P members must be employed by July 1 to receive a full year’s vacation credit. Both units will receive the full credit if employed by November 1.
 - e. ARTICLE VII – LEAVES, SECTION 8 – Jury Duty and Other Legal Responsibilities (8.1): M&O members receive their normal pay if they are called as a witness or subpoenaed to testify in court. There is no mention of pay in the OT&P contract (only for jury duty). The same will apply to OT&P as does with M&O.
- 13. Corrections and updates have been made to Article I, Recognition; positions no longer utilized by the District have been removed, and job titles have been updated.
 - 14. Article XIV -- HOLIDAYS AND VACATIONS, SECTION 1 -- Paid Holidays (1.1): References to the “Friday of Spring Vacation and September 9, Admission Day have been removed.
 - 15. Numbering has been adjusted throughout the contract to accommodate the merging of the M&O and OT&P collective bargaining agreements. The “mark up” version of the contract merge is available per request.
 - 16. The District shall continue to absorb Health and Welfare Benefits premium costs for the 2015-16 school year estimated to cost the District 0.88 percent.
 - 17. For the 2015-16 school year, the District shall increase the 2014-15 salary schedules of the collective bargaining agreements by 5.0 percent effective July 1, 2015.

The ratification of the above terms will close negotiations through the 2015-16 school year. Negotiations will resume for 2016-17, and the entire collective bargaining agreement will be open for negotiations.

FISCAL IMPACT

The tentative agreement contains the following additional cost items:

- 1. The District shall continue to absorb Health and Welfare Benefits premium costs for the 2015-16 school year estimated to cost the District 0.88 percent. This has an estimated cost increase of \$208,000 for 2015-16 specific to the AFSCME bargaining units, and \$688,000 total for all bargaining units for 2015-16.
- 2. For the 2015-16 school year, the District shall increase the 2014-15 salary schedules of the collective bargaining agreement by 5.0 percent retroactive to July 1, 2015. This has an estimated cost increase of \$226,000 per 1 percent increase specific to the AFSCME, for a total of \$1,130,000. District-wide, the cost of a 1 percent salary increase to all bargaining units is \$748,000, for a total cost increase of \$3,740,000.

RECOMMENDATION

That the Board of Trustees approves the AFSCME-ratified agreement for 2014-2016 between Sequoia Union High School District and the American Federation of State, County and Municipal Employees, AFSCME, Local 829, OT&P, M&O, and Supervisors Units.

- d. ADOPTION OF RESOLUTION NO. 1550, APPROVING ENGINEER’S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT, AND ORDERING LEVY OF ASSESSMENT FOR FISCAL YEAR 2015-16 FOR THE SUHSD MAINTENANCE ASSESSMENT DISTRICT (by roll call vote)

SITUATION

The Board of Trustees first approved the formation of a Maintenance Assessment District in fiscal year 1990-91, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter “the Act”). The Maintenance Assessment District offsets costs resulting from community use of school recreational facilities.

Proposition 218, passed in November of 1996 required a one-time balloting of property owners to continue the Maintenance Assessment District. The successful balloting in 1997 permits the district to continue implementing the annual assessment.

In order to continue to levy the assessments each year, the Board first adopts a resolution initiating the assessment proceedings for the year and directing the engineer of work, SCI Consulting Group, to prepare the annual Engineer's Report for the district. The Board approved Resolution No. 1535 at the March 4, 2015, Board meeting.

SCI Consulting Group prepared the Engineer's Report that includes the special and general benefits from the assessments, the proposed budget for the assessments for fiscal year 2015-16, the updated proposed assessments for each parcel in the District, and the proposed assessments per single family equivalent benefit unit for the fiscal year. At the May 6, 2015, meeting, the Board reviewed the Engineer's Report and adopted a resolution to declare its intention to levy the assessments, preliminarily approve the Engineer's Report, and provide for notice of the annual public hearing.

Each year, in order to continue to levy the assessments for the coming fiscal year, the Board conducts a noticed public hearing and receives public input on the proposed assessments and the services that they would fund. After hearing testimony from the public, the Board may take final action on setting the assessment rate, establishing the services and improvements to be funded, and ordering the levy of the assessments for fiscal year 2015-16.

FISCAL IMPACT

This assessment does not include a CPI (Consumer Price Index) increase, so the rate will remain the same as in previous years at \$11.70 per benefit unit in Zone A and \$8.78 per benefit unit in Zone B.

RECOMMENDATION

That the Board of Trustees adopts Resolution No. 1550, approving the Engineer's Report, confirming diagram and assessment, and ordering levy of assessment for fiscal year 2015-16 for the Sequoia Union High School District Maintenance Assessment District.

e. DESIGNATION OF FUND BALANCES

SITUATION

Senate Bill 858 and EC Section 42127 which take effect starting with the 2015-16 Adopted Budget requires that if the District's projected combined Assigned and Unassigned/Unappropriated Fund Balances in Fund 01-General Fund and Fund 17-Special Reserve Fund are in excess of the minimum reserve level, the district must provide the following information at the public hearing for the budget:

1. The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
2. The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
3. A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve level for each fiscal year.

RECOMMENDATION

That the Board of Trustees authorizes the designation and commitment of the following fund balances:

Fund 01 – General Fund:

Reserve for Stores\Pre-paid Exp\Petty Cash	\$ 142,500
Reserve for Restricted Programs	\$ 1,289,058

Reserve for Education Protection Account	\$ 1,559,362
Reserve for projected one-time funding (\$601 per ADA)	\$ 4,770,000
Reserve for start-up planning costs for East Menlo Park campus	\$ 500,000
Reserve for short-term initiatives	\$ 400,000
Reserve for unexpected capital outlay	\$ 200,000
Reserve for unexpected enrollment growth	\$ 773,643
TOTAL	\$ 9,634,563

Fund 17 – Special Reserve for Other Than Capital Outlay

Transfer to Fund 20 – Special Reserve Fund for Postemployment Benefits	\$ 4,650,000
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f. APPROVAL OF AGREEMENT WITH SEQUOIA ADULT SCHOOL FEDERATION OF TEACHERS

SITUATION

The agreement between the Sequoia Adult School Federation of Teachers and the district on compensation is a “me too,” based upon the contract with the Sequoia District Teachers Association. This results in the following changes to compensation:

1. The District shall increase the Adult School teacher salary schedule by 5.0 percent effective July 1, 2015.

FISCAL IMPACT

The agreement results in the above changes in compensation for Adult School teachers. The Adult School will absorb these increases and factor these changes into the existing 2015-16 budget.

RECOMMENDATION

That the Board of Trustees approves the changes in compensation for the bargaining unit members of the Adult School Federation of Teachers.

15. BOARD OF TRUSTEES’/SUPERINTENDENT’S COMMENTS AND COMMITTEE REPORTS

16. ADJOURNMENT

POSSIBLE AGENDA ITEMS FOR THE JUNE 24, 2015, BOARD MEETING, AND CONSIDERATION OF ANY ITEM GOVERNING BOARD MEMBERS WISH TO PLACE ON THE NEXT AGENDA

- a. Approval of Local Control Accountability Plan
- b. Adoption of Official Budget for 2015-16
- c. Approval of Bid for Cisco Wireless Access Point Equipment
- d. Report from Redwood Implementation Task Force