

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California 94062

TO: Board of Trustees

DATE: August 13, 2014

FROM: James Lianides,
SuperintendentSUBJECT: Personnel Recommendations
for August 13, 2014
Board MeetingEmployment – Certificated

Alapont-Betancourt	Rafael	E	Teacher – Mathematics	1.0 fte	08/08/14	Probationary 1
Ang	Derek	E	Teacher – Science	1.0 fte	08/08/14	Probationary 1
Arle	Karyn	E	Teacher – English	.8 fte	08/08/14	E.C. 44909
Assis de Moraes	Sofia	E	Vice Principal	1.0 fte	08/01/14	
Azarian	Lilit	E	Teacher – Social Science	1.0 fte	08/08/14	E.C. 44909
Bachechi	Brenda	D	Special Education Coordinator	1.0 fte	07/21/14	
Barco	Misla	E	Teacher – Spanish	1.0 fte	08/19/14	Probationary 1
Bland	Erika	M	Teacher – Science	1.0 fte	08/14/14	E.C. 44909
Chow	Morene	M	Teacher – Science	1.0 fte	08/14/14	E.C. 44909
Crecelius	Sarah	W	Teacher – Art	1.0 fte	08/14/14	Probationary 1
Dolan	Kelly	W	Teacher – Social Science	1.0 fte	08/14/14	E.C. 44920
Finander	Stephanie	W	Teacher – Mathematics	.4 fte	08/14/14	E.C. 44920
Fronk	Tomiko	M	Teacher – Mathematics	1.0 fte	08/14/14	E.C. 44909
Halstead	Christine	E	Teacher – Mathematics	1.0 fte	08/08/14	Probationary 1
Herndon	Leslie	C	Teacher – Science	1.0 fte	08/14/14	E.C. 44920
Hicks	David	E	Teacher – Education Specialist	1.0 fte	08/08/14	E.C. 44454
Hirata	Rika	M	Teacher – Art	.8 fte	08/14/14	E.C. 44920
Hyatt	Kendra	E	Teacher – Science	1.0 fte	08/08/14	Probationary 1
Jaworski	Alann	M	Teacher – English	1.0 fte	08/14/14	E.C. 44909
Kaneko	Taneko	S	Teacher – Mathematics	1.0 fte	08/14/14	Probationary 1
Lin	Pamela	M	School Psychologist	1.0 fte	08/14/14	Probationary 1
Lok	Jeanette	E	Teacher – Science	1.0 fte	08/08/14	Probationary 1
Marchbanks	Morgan	E	Principal	1.0 fte	07/01/14	
Marquand Willse	Alex	E	Teacher – Social Science	1.0 fte	08/08/14	E.C. 44909
McDonald	Caren	E	Teacher – English	.6 fte	08/08/14	E.C. 44909
McDonald	Caren	E	Teacher – English	.4 fte	08/08/14	Probationary 1
Mehta	Jayanthi	W	Teacher – Education Specialist	.72 fte	08/14/14	Probationary 1
Mitchell	Victoria	S	Teacher – Social Science	1.0 fte	08/14/14	Probationary 1
Moshtagh	Thalia	E	Teacher – Mathematics	1.0 fte	08/08/14	Probationary 1
Murray	Michelle	D	School Nurse	1.0 fte	08/14/14	E.C. 44909
O'brien- Holt	Darcy	W	Teacher – English	1.0 fte	08/14/14	Probationary 1

Employment – Certificated (cont.)

Perkins	Makailah	E	Teacher – Social Science	1.0 fte	08/08/14	Probationary 1
Raeff	Anne	E	Teacher – English	1.0 fte	08/08/14	E.C. 44909
Rebello	Joel	S	Guidance Counselor	1.0 fte	08/01/14	Probationary 1
Robinson	Andrew	E	Teacher – English	1.0 fte	08/08/14	E.C. 44909
Sandora	Matthew	M	Teacher – Science	.2 fte	08/14/14	E.C. 44920
Seremet	Andrea	C	Teacher – Social Science	1.0 fte	08/14/14	E.C. 44920
Shin	Soo	E	Teacher – English	13.0 fte	08/08/14	E.C. 44909
Spence	Timothy	S	Teacher – Mathematics	1.0 fte	08/14/14	Probationary 1
Stalter	Nickea	S	Teacher – Mathematics	1.0 fte	08/14/14	E.C. 44920
Vasquez	Amanda	W	CAT Program	.2 fte	08/14/14	E.C. 44909
Wachtler	Catherine	D	TIPs Advisor	.6 fte	08/14/14	Tenured
Wei	Yuyan	M	Teacher – Mandarin	.6 fte	08/14/14	E.C. 44909
Willse	Alex	E	Teacher – Social Science	.8 fte	08/08/14	E.C. 44909
Wise	Tamesha	E	Guidance Counselor	1.0 fte	08/08/14	Tenured
Wong	Ashley	M	Teacher – Education Specialist	.6 fte	08/14/14	Probationary 0
Wong	Phillip	E	Teacher – English	1.0 fte	08/08/14	Probationary 1

Approved Requests for Leave of Absence for the 2014-15 School Year

Newman Sarah S Teacher - Science 100% leave Approx. 10/01/14 – 12/19/14 Section 9.1.1-(A-5)

Request to Rescind Leave of Absence for the 2014-15 School Year

Rico Hector D Director Ell/Categorical Programs 40% leave Section 9.1.1-(A-6)

Notice of Termination-Certificated

Ablang	Chad	S	School Psychologist	Resignation	1.0 fte	06/20/14
Clarke	Sarah	C	Teacher – English	Resignation	1.0 fte	07/04/14
Kalish	Jane	S	Guidance Counselor	End of Temp assign.	.4 fte	06/07/14
Loewen	Trista	S	Teacher – Education Specialist	Resignation	1.0 fte	06/05/14
Nilson	Victoria	C	Teacher – English	Resignation	.6 fte	06/05/14
Rico	Hector	D	Director ELL / Categorical	Resignation	1.0 fte	08/31/

Employment – Sequoia Adult Certificated

NONE

Notice of Terminations – Sequoia Adult Certificated

NONE

Certificated Staff hired for Summer School 2014

Name			Site			Name			Site		
Dumanske	John	M	Skaines	Melissa	W	Wies	Adam	S			
Otsuka	Lisa	M	Shloss	Linda	M	Wong	Bobby	M			
Perry	Alan	M	Wenner	Lawrence	W						

SEQUOIA UNION HIGH SCHOOL DISTRICT
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FROM: James Lianides,
SuperintendentSUBJECT: Personnel Recommendations
for August 13, 2014
Board MeetingEmployment – Classified

Abarca	Teresa	D	Student Info Sys-EL	Temp	1.0 fte	07/01/14
Aguilar	Cecilia	E	Custodian	Probationary	1.0 fte	07/14/14
Alvarez	Alexis	M	On-Call Custodian	Temp	1.0 fte	06/25/14
Amaya	Crytal	S	Theater Mgr	Temp	1.0 fte	07/01/14
Amezcuca	Dalila	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Anguas Varguez	Zelmy	M	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Arellanes	Henry	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Ayala	Rosa	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Banneck	Madeline	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Briggs	David	S	Theater Mgr	Temp	1.0 fte	07/01/14
Brown	Pauline	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Carbajal	Armando	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Carrasco	Constance	M	Student Worker	Student	0.5 fte	07/01/14
Clynne	Alissa	S	Theater Mgr	Temp	1.0 fte	07/01/14
Espinoza	Lisette	S	Student Worker	Student	0.5 fte	06/01/14
Estacuy	Gabriel	M	AVID Tutor	Temp	0.5 fte	08/01/14
Etu	Haangana	D	Student Worker	Student	0.5 fte	06/16/14
Fleck	Carlie	C	Inclusion Aide / SCIA	Temp	1.0 fte	08/18/14
Garcia	Nayeli	C	Inclusion Aide / SCIA	Temp	1.0 fte	08/18/14
Gianuario	Richard	C	Inclusion Aide / SCIA	Temp	1.0 fte	08/18/14
Gonzalez	Elio	D	Student Worker	Student	0.5 fte	06/19/14
Gonzalez	Sergio	M	Custodian	Temp	1.0 fte	07/14/14
Hartman	Alexander	C	Inclusion Aide / SCIA	Temp	1.0 fte	08/18/14
Henry	Steven	M	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Herrera	Leslie	S	Student Worker	Student	0.5 fte	06/16/14
Kitz	Lisa	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Knox	Melissa	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Lamb	Jayson	D	Office Assist. – TECH	Temp	1.0 fte	07/01/14
Lax	Jasmine	C	Inclusion Aide / SCIA	Temp	1.0 fte	08/18/14
Li	Karen	D	Wellness Coordinator	Temp	0.5 fte	07/01/14
Lopez	Mark	D	Student Worker	Student	0.5 fte	06/16/14
Makasini	Lani	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Makasini	Pauline	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Maldonado	Joellen	C	Inclusion Aide / SCIA	Temp	1.0 fte	08/18/14
Marte	Emil	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Moisant	Tina	D	Office Assist – TECH	Temp	1.0 fte	07/01/14
Montes	Blanca	D	Office Assistant	Temp	0.5 fte	07/01/14
Montiel	Pablo	D	Grounds Worker I	Temp	1.0 fte	06/30/14
Moose	Brandon	D	Student Worker	Student	0.5 fte	06/16/14
Mora	Martha	D	IA II / Tutor – EL	Temp	0.5 fte	07/01/14
Moreno	Israel	D	IA Specialist – TECH	Temp	1.0 fte	07/21/14
Morrison	Yolanda	C	Inclusion Aide / SCIA	Temp	1.0 fte	08/18/14

Nunez Aguilar	Laura	E	IA II / Bilingual	Probationary	1.0 fte	08/19/14
Ortiz	Vanessa	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Paredes Leigh	Estefania	S	Student Worker	Student	0.5 fte	06/09/14
Piper	Devonte	M	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Pomi	Angela	C	Inclusion Aide / SCIA	Temp	0.5 fte	08/18/14
Pomi	Angela	C	Office Assistant	Temp	0.5 fte	08/19/14
Rebuelta	Daisy	M	IA II	Temp	1.0 fte	08/18/14
Regalado	Roberto	D	GIS – EL	Temp	1.0 fte	07/25/14
Rios-Torres	Fidel	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Rivera	Elaine	M	IA II – Bilingual	Temp	1.0 fte	08/18/14
Robles	Gabriela	S	Office Assist. – SAFE	Temp	1.0 fte	08/18/14
Rodriguez	Ivan	M	Custodian On-Call	Temp	1.0 fte	07/09/14
Sanchez	Esmeralda	D	School Secretary	Probationary	1.0 fte	08/01/14
Sanchez	Juanita	D	Data Entry Clerk-TECH	Retiree	1.0 fte	07/01/14
Solis-Esparza	Gabriela	S	Campus Security – SAFE	Temp	1.0 fte	08/18/14
Sowers	Mary Lynn	D	Office Assist – SPED	Temp	1.0 fte	07/17/14
Tangitau	Mathew	D	Student Worker	Student	0.5 fte	07/30/14
Tatola	Edward	D	Student Worker	Student	0.5 fte	08/04/14
Tautuua	Joseph	M	Custodian	Temp	1.0 fte	07/14/14
Tewdros	Aron	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Villalobos	Daniel	C	Inclusion Aide / SCIA	Temp	1.0 fte	08/18/14
Whelan	Dawn	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14
Williams	Brian	W	Inclusion Aide / SCIA	Temp	1.0 fte	08/19/14

Notice of Terminations

Bradford-Jones	Ira	D	School Bus Driver	Resigned	1.0 fte	07/24/14
Pomi	Angela	D	Office Assistant	Resigned	1.0 fte	08/15/14
Pruitt-Johnson	Glenal	R	Accounting Tech	Retired	1.0 fte	08/11/14
Redman	James	D	School Bus Driver	Term	1.0 fte	06/26/14
Tircuit	Kip	D	Maint. Carpenter	Retired	1.0 fte	01/30/14

Employment – Summer School - Classified

Cazares	Nubia	M	IA II	Emp	1.0 fte	06/16/14
Escobar	Charlene	S	IA – SPED	Emp	1.0 fte	06/16/14
Garcia Pina	Tania	S	IA II	Temp	1.0 fte	06/09/14
Gonzalez	Jonathan	S	IA II	Temp	1.0 fte	06/16/14
Heredia	Jose	D	GIS – EL	Emp	1.0 fte	07/21/14
Hernandez	Maria	C	IA II – Bilingual	Emp	1.0 fte	06/16/14
Joya	Judy	S	IA II	Emp	1.0 fte	06/16/14
Lease	Jaime	S	Inclusion Aide / SCIA	Temp	1.0 fte	06/16/14
Newt	Don	S	Campus Security Aide	Emp	1.0 fte	06/16/14
Orozco	Carlos	S	Secretary	Emp	0.5 fte	06/16/14
Orozco	Carlos	S	IA II	Emp	0.5 fte	06/16/14
Perkins	Adrian	M	IA II	Emp	1.0 fte	06/16/14
Regalado	Roberto	D	GIS – EL	Temp	1.0 fte	06/13/14
Rivera	Natasha	S	Textbook Clerk	Emp	0.5 fte	06/16/14
Robles	Gabriela	S	IA II	Temp	1.0 fte	06/16/14
Torres	Lysette	S	IA II	Temp	1.0 fte	06/16/14
Valle	Ariana	S	Office Assist/Copy Clerk	Emp	1.0 fte	06/16/14

AGENDA ITEM 8d
DATE 8/13/14

School Loop Order Form for Sequoia Union High School District

Term

Start date (sig date): 7/1/2014 for school year: 6/30/2015 End date: 6/30/2015 for school year: 14/15

School Loop Standard: ☐

Notes:

School Loop Plus: ☐ School Loop Plus and Gradebook ☒

Student Count: 8,200

Cost per student: \$5.65

Notes:

Services	Comments	Cost
SIS Integration	Y1 \$2,500, Annual \$1,000	\$2,500/\$1,000
Grade Export		\$
Directory Service Integration	Y1 \$2,500, Annual \$1,000	\$2,500/\$1,000
Design		\$
Training	\$1,500 per day per trainer x 3 trainers for 1 day	\$4,500
Unification		\$

Special Comments

District may exercise a 1-year extension based on the above pricing.

Cost Table

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
School Loop Standard	\$	\$	\$	\$	\$	\$
School Loop Plus	\$46,330	\$	\$	\$	\$	\$
Additional Services	\$9,500	\$	\$	\$	\$	\$
Total	\$55,830	\$	\$	\$	\$	\$

Payment Terms

Pay in full: ☒ Pay per year (multi-year): ☐ Other: ☐

Billing Terms

Customer will issue PO:
Please invoice us now:

ERATE:

Bill District/School directly:

Bill USAC for ERATE eligible and District/School for remainder:

This Order Form is effective as of the "Start Date" above. By signing this Order Form, Customer agrees that any and all subscriptions and services provided by School Loop under this Order Form are subject to the School Loop Subscription Agreement which Customer signed with School Loop. Any capitalized terms used but not defined in this Order Form shall have the meanings ascribed to such terms in the Subscription Agreement.

Customer: <u>SEQUOIA UNION H.S. DISTRICT</u>	School Loop, Inc.
By (Signature): <u>[Signature]</u>	By (Signature): <u>Mark Gross</u>
Name (Printed): <u>Robert Fiskstrom</u>	Name (Printed): <u>Mark Gross</u>
Title: <u>Director, Instructional Technology</u>	Title: <u>CEO</u>
Date: <u>6/20/2014</u>	Date: <u>6/20/2014</u>

SUBSCRIPTION AGREEMENT

This School Loop Subscription Agreement (this "Agreement") is agreed to by the customer ("Customer") identified above and School Loop, Inc., with an address of 41 Grant Ave, Suite 200, San Francisco, CA 94108 ("School Loop"). Customer and School Loop may sign forms referencing this Agreement with order details ("Order Form(s)"), and each such Order Form is subject to the terms of the Agreement. The Agreement is effective as of the date specified on that of the Order Form signed by the Customer and School Loop (the "Effective Date").

This Agreement permits Customer to purchase and receive a subscription to School Loop's web-based Service (as defined below) for the period specified on the Order Form (the "Subscription Term") and sets forth the terms and conditions under which such Service will be provided. This Agreement shall govern Customer's initial subscription on the Effective Date as well as any future subscription purchases made by Customer which reference this Agreement.

1. The Service

1.1. **Provision of Service.** School Loop offers on-line subscription products designed to facilitate the distribution of information regarding students to parents, students, school and district staff, and, with the proper approvals, to appropriate people with student information rights ("Users"), and provide communications and information-sharing capabilities between teachers, students, school and district staff, people with student information rights, and parents (the "Service"). Subject to the terms of this Agreement, School Loop shall host the Service and will make the Service available to Customer during the Subscription Term. From time to time School Loop may make available evaluation or no-charge Services (for example, School Loop Standard). In this Agreement those types of Services are referred to as "Free Services".

1.2. **Restrictions.** Customer may use the Service only as expressly authorized by School Loop and for no other purpose. Customer shall not: (a) rent, lease, copy, provide access to or sublicense the Service to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Service, (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Service (including any reports or data printed from the Service); or (d) publicly disseminate information or analysis regarding the performance of the Service.

1.3. **Professional Services.** If School Loop and Customer agree separately in a Statement of Work ("SOW"), School Loop shall provide the professional consulting services described in that SOW ("Professional Services"). During the Subscription Term, Customer shall have a license right to use anything delivered as part of the Professional Services internally solely in conjunction with use of the Service under this Agreement, but School Loop shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by School Loop (or its agents). Each SOW must be signed by both parties before School Loop shall commence work under such SOW.

2. Customer Obligations

2.1. **"Customer Content"** means any data, information or other content of any type which is provided by Customer or any User to School Loop for inclusion in the Service; including, without limitation, data, information or other content which Customer or Users input to or upload to the Service. Customer shall assure that use of the Service and all Customer Content at all times comply with all applicable local, state, federal and international law, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Content (including its use as authorized hereunder).

Customer represents and warrants to School Loop that Customer has sufficient rights in the Customer Content to authorize School Loop to process, distribute and display the Customer Content as contemplated by this Agreement and the Service, and that the Customer Content does not infringe the rights of any third-party or constitute libel, slander or defamation. Customer represents that all Customer Content complies with Federal and local privacy regulations and its distribution to Users is not a violation of FERPA or of any local laws or education codes.

2.2. **Access to Service.** If Customer or Users are given access to accounts on School Loop's systems in order to make use of the Service, Customer shall require that all Users, employees and agents accessing such accounts keep user ID and password information confidential, and that each employee or agent not share such information with any unauthorized person. User IDs are granted to individual named persons and may not be shared unless required by law. Customer shall be responsible for actions taken using Customer's and Users' accounts.

2.3. **User Consents.** Customer acknowledges that use of the Service may require communication with students. Customer agrees that it shall be solely responsible for (a) securing any consents that may be required from Users to have their data used in the Service, (b) securing from Users such permissions as may be necessary or required in order to collect, store and use such data for the rendering of the Service, (c) providing for such use of User data in its privacy and data use policies, and (d) complying with applicable privacy and other laws. School Loop may provide Customer with a model set of statements which Customer may use to create User consent forms, however those statements are for Customer's convenience only and it is Customer's responsibility to ensure that these statements conform to the obligations of this Agreement and applicable law. Customer understands and acknowledges that if ordered by Customer, some features of the Service may allow certain Customer Content to be made public on the Internet. This publicly available Customer Content may include general information about a school, information regarding school news and events, information posted by teachers about their curriculum (such as course descriptions, syllabi, assignments and the like). Customer agrees that it shall be solely responsible for notifying Users that certain Customer Content will be made public on the Internet and for securing the appropriate User consents. Customer also acknowledges that School Loop may make available functionality which allows third parties to access information on the Service or input information on the Service (by way of example and not limitation, functionality which allows synchronizing of a user's School Loop calendar to an external service).

2.4. **Third Party Services.** Customer acknowledges that the Service may permit Customer to integrate, at Customer's and/or Users' discretion, functionality provided by third party services. Such third party services are not considered part of the "Service" provided hereunder. By enabling any such third party services, Customer agrees that School Loop is not responsible for the accuracy, legality, availability or reliability of any such third party services, the acts or omissions of any providers of such third party services or any information made available in connection with such third party services. The manner in which such third party services use, store and disclose your information is governed solely by the policies of such third parties, and School Loop will have no liability or responsibility for the privacy practices or other actions of any provider of such third party service. As such, Customer agrees not to seek to hold School Loop liable or responsible for any damage or loss caused by or in connection with the use of such third party services. School Loop enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

3. Ownership

3.1. **Rights in Customer Content.** Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Content, and School Loop shall use such Customer Content solely for the purposes of providing the Service. Subject to the terms of this

Agreement, Customer hereby grants to School Loop the non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and publicly display the Customer Content solely to the extent necessary to provide the Service except where doing so is in violation of FERPA or local laws or education code.

3.2. Subscription not Sale. This is a subscription agreement for use of the Service and is not an agreement for sale. Customer agrees that the Service and the end-user documentation and any and all related and underlying School Loop software and technology constitute trade secrets or copyrighted material of School Loop or its suppliers, and that School Loop or its suppliers retain all right, title and interest (including all intellectual property rights) therein. Customer may point their DNS to the sites, and they retain full rights and ownership of their own domain. School Loop may employ a subdomain of schoolloop.com in order to provide the Service, however no ownership or license right in the schoolloop.com domain, or any subdomain, is transferred under this Agreement, and School Loop reserves the sole right to manage any and all domains and subdomains related to the Service as it sees fit. All rights not specifically granted shall be reserved to School Loop. No right, title or interest in any of School Loop's trademarks is granted hereunder.

4. Fees and Payment.

All fees are as set forth in the applicable Order Form and shall be paid by Customer in accordance with the terms of the applicable Order Form. Except as set forth in Section 6.1 (Limited Warranty), all fees are non-refundable. Payment is due 30 days from the date of invoice or PO, whichever is later, unless otherwise set forth on the order form. Accounts that are more than 30 days overdue are subject to suspension.

Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, other than taxes based on the income of School Loop. Customer may not withhold any amounts (including as may be required by any taxing authority) without express written consent of School Loop.

5. Term and Termination

5.1. Term. This Agreement shall continue until the earlier occurs of (a) expiration or termination of the Subscription Term, or (b) termination in accordance with this Section 6. Customer's subscription shall renew if and as described in the Order Form

5.2. Termination for Cause. Either party may terminate this Agreement: (a) if the other party fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice or (b) if the other party files or has filed against it any bankruptcy, dissolution or similar proceeding or enters into any form of arrangement with its creditors (provided such filing is not removed within 60 days thereof).

5.3. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately cease any and all use of and access to the Service (including any and all related School Loop software, technology and systems) and delete (or, at School Loop's request and expense, return) any and all copies of the Service documentation provided by School Loop, any School Loop passwords or access codes and any other School Loop Confidential Information in its possession. Termination of this Agreement shall be in addition to, and not in lieu of, any equitable or other remedies available to the terminating party.

5.4. Suspension of Service. School Loop has the right, in its sole reasonable discretion, to suspend the Services immediately if deemed reasonably necessary, (reasonably necessary conditions which, for example, may include breaches of security that risk FERPA protected-data, the publication of pornography or other restricted materials by customer) by School Loop to prevent any harm to School Loop and/or its business. School Loop will provide notice and opportunity to cure if

practicable depending on the nature of the breach. Once cured, School Loop will promptly restore the Services.

5.5. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.2 (Restrictions), 2.4 (Third Party Services), 3 (Ownership), 4 (Fees and Payment), 5 (Term and Termination), 6.1 (Warranty Disclaimer), 7 (Limitation of Remedies and Damages), 8 (Indemnification), 9 (Confidentiality), and 10 (General).

6. Limited Warranty

6.1. Limited Warranty. School Loop warrants, for Customer's benefit only, that the Service will be provided in material conformity with its documentation. School Loop does not warrant that the operation of the Service will be uninterrupted or error-free. As Customer's sole and exclusive remedy for any breach of warranty, School Loop will use reasonable efforts to correct any failure of the Service to conform to its documentation at no charge to Customer. If School Loop determines it cannot resolve a material defect within a reasonable period of time, Customer will have the right to terminate the Subscription Term and receive as its sole remedy a refund of: (a) the subscription fees specified in the applicable Order Form which are allocable to the 30 day period prior to the date the warranty claim was made and (b) any fees Customer has pre-paid for periods of service it has not yet received. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to any Free Services.

6.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL TRAINING SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. SCHOOL LOOP AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE OR TRAINING SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, (B) ANY CUSTOMER CONTENT OR OTHER STORED DATA WILL BE ACCURATE OR NON-CORRUPTED, OR (C) THAT THE SERVICE WILL BE FREE OF ANY VIRUSES OR MALICIOUS CODE WHICH CANNOT BE DETECTED USING COMMERCIALY AVAILABLE PRODUCTS. SCHOOL LOOP SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND TRAINING SERVICE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. SCHOOL LOOP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, THE SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOL LOOP.

7. Limitation of Remedies and Damages

7.1. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SCHOOL LOOP'S ENTIRE LIABILITY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF \$1,000 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SCHOOL LOOP UNDER THE APPLICABLE ORDER FORM.

7.3. THIS SECTION 7 SHALL NOT APPLY TO CUSTOMER WITH RESPECT TO ANY CLAIM ARISING UNDER SECTIONS 1.2 (RESTRICTIONS), 8.2 (INDEMNIFICATION BY CUSTOMER) OR 9 (CONFIDENTIALITY). The parties agree that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8. Indemnification

8.1. **Indemnity by School Loop.** School Loop shall indemnify and hold harmless Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's authorized use of the Service, provided that School Loop shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for School Loop to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Service is, or in School Loop's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, School Loop may, in its sole discretion: (a) substitute substantially functionally similar services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by School Loop. The foregoing indemnification obligation of School Loop shall not apply: (1) if the Service is modified by any party other than School Loop, but solely to the extent the alleged infringement is caused by such modification; (2) the Service is combined with other non-School Loop products or processes not authorized by School Loop, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; (4) to the Customer Content or any third-party deliverables or components contained within the Service; (5) to any action arising as a result of the Customer Content; or (6) to any Free Service. THIS SECTION 9 SETS FORTH SCHOOL LOOP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. **Customer Responsibility for Content.** Customer shall indemnify and hold harmless School Loop from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim alleging (a) that the Customer Content or its use in the Service infringes the rights of, or has caused damage to, Customer, a User or other third-party (excluding any claim to the extent based on any underlying School Loop software or technology), (b) any action or inaction by Customer or a User resulting in damage to persons or property, or (c) that Customer failed to secure adequate permission from any User for the use of the Customer Content. This indemnification obligation is subject to Customer receiving prompt notice of the claim and having the sole right to control the defense and settlement of all such claims, lawsuits and other proceedings. School Loop agrees to provide such reasonable assistance and cooperation to Customer as is reasonably requested by Customer.

9. Confidentiality

9.1. **"Confidential Information"** means (a) any School Loop software, interfaces, web applications and documentation that are designated as confidential, and (b) information designated as confidential by either party, including, but not limited to, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development and business activities, whether obtained or disclosed verbally or in writing, and (c) any pupil records, as defined under relevant education codes. The Service itself, documentation and technical information provided by School Loop or its agents shall be deemed Confidential Information of School Loop without any marking or further designation. School Loop acknowledges that Customer is a public school district and that certain Customer Content is protected and governed by the Family

Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), and the local Education Code, and School Loop agrees that it shall maintain the confidentiality of such data, and will abide by FERPA and the local Education Code.

9.2. **Nondisclosure.** The parties acknowledge that they have been entrusted with Confidential Information of the other party and agree to use reasonable care to protect the confidentiality thereof, using at least the same degree of care that each of them would use to protect their own similar information. Except as otherwise required by applicable law, each party shall not (a) use such Confidential Information of the other party for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first attempting to inform the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.

9.3. **Exclusions.** The obligations under this Section 10 shall not apply to information which (a) is or becomes a part of public knowledge through no act or omission of the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) comes into the possession of the receiving party rightfully from a third party without obligation of confidentiality, (d) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party, or (e) is subject to disclosure under applicable law.

9.4. **Enforcement.** Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 10 (Confidentiality) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

10. General

10.1. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that School Loop may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

10.2. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

10.3. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transaction Act. Unless waived by School Loop in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts.

10.4. **Notice.** Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section 10.4 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

10.5. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

10.6. Entire Agreement. This Agreement, and any other agreement incorporated by this Agreement by reference, including but not limited to any SOW or Subscription Agreement(s) is/are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products School Loop may make changes to the Service at any time.

10.7. Changes to the Services. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products, School Loop may make changes to the Service at any time. Such changes may require Customer to update or upgrade software or equipment used to access the Service. Customer shall be solely responsible for any such updates or upgrades, provided, however, that if any planned changes to the Service are reasonably foreseeable to require any updates or upgrades to Customer's software or equipment, School Loop shall provide Customer with 6 months prior notice of such planned changes.

10.8. Student Count Verification. Upon contracting, and once a year for the term of the contract, Customer shall furnish School Loop with official student enrollment figures for the district and for each school using the Service. If applicable to the type of license, this report will serve as the official student count each year for invoicing throughout the Subscription Term.

10.9. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster or refusal of a license by a government agency.

10.10. Publicity. Subject to Customer's sole discretion, which shall not be unreasonably withheld, School Loop shall have the right to use Customer's name and logo as part of School Loop's customer list.

10.11. Government End Users. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement and by the terms of this contract in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

10.12. Subcontractors. School Loop may use the services of subcontractors for performance of services under this Agreement, provided that School Loop remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Service as required under this Agreement.

10.13. Independent Contractors. The relationship of the parties hereto is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

10.14. Compliance with Laws. Customer and School Loop will comply, at their own expense, with all statutes, regulations, laws, rules and ordinances of any governmental body, department or agency which apply to or result from Customer's obligations under this Agreement. Customer agrees not to export the Service directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law.

OBSOLETE INSTRUCTIONAL MATERIALS DISPOSITION REQUEST

Sequoia Adult School		Department: TIS		Date: 07-16-2014		
Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
1	Dell Optiplex GX620			3NGW9B1	38731	Recycle/Dispose
1	Voyager			20804799	1439	Recycle/Dispose
1	Voyager			20804794	1448	Recycle/Dispose
1	Voyager			20804796	1440	Recycle/Dispose
1	Voyager			20804795	30195	Recycle/Dispose
1	SR Systems			N/A	10260	Recycle/Dispose
1	KDS LCD 17"			N/A	1397	Recycle/Dispose
1	KDS LCD 17"			N/A	1756	Recycle/Dispose
1	SR Systems			N/A	10188	Recycle/Dispose
1	Westinghouse LCD 22"			W2202CMN062800905	N/A	Recycle/Dispose
1	HP CLJ 3550			N/A	37839	Recycle/Dispose
1	HP M2727			CNBJ240527	N/A	Recycle/Dispose
1	Hitachi LCD Projector			H8C003513	1397	Recycle/Dispose
1	Smartboard Projector			B012CA06A0873	14397	Recycle/Dispose
1	MPR PC			000385	N/A	Recycle/Dispose
1	Dell Optiplex GX620			955WGC1	39195	Recycle/Dispose
1	MPR PC			000434	N/A	Recycle/Dispose
1	Paper Shredder			N/A	N/A	Recycle/Dispose
1	SR Systems			N/A	10256	Recycle/Dispose
1	Dell LCD 15"			N/A	N/A	Recycle/Dispose
1	Box of Misc. Equipment			N/A	N/A	Recycle/Dispose
2	NEC Phones			N/A	N/A	Recycle/Dispose
5	Box of Misc. Phones			N/A	N/A	Recycle/Dispose
						Recycle/Dispose
						Recycle/Dispose

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head <u>[Signature]</u> Principal <u>[Signature]</u> Technology (if applicable) <u>[Signature]</u> Director of Purchasing <u>[Signature]</u>		Purchasing Dept. & W/H use only Board date: <u>8/12/2014</u> W/H action: _____ Date: _____ By: _____
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recvd 7/1/2014

~~Date: 02/20/2014~~

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Purchasing Dept. & W/H use only

Board date: 8/13/2014

W/H action: _____

Date. _____

By: _____

EQUIPMENT SURPLUS DISPOSITION REQUEST

①

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Site:

Department:

Date:

Quantity		Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
	Voyager Tier1 CPU			20709409	40203	Recycle
	Voyager Tier1 CPU			20709413	40215	Donate
	Voyager Tier1 CPU			20709411	40212	
	Voyager Tier1 CPU			20709433	40216	
	Voyager Tier1 CPU			20709421	40202	
	Voyager Tier1 CPU			20709424	40196	
	Voyager Tier1 CPU			20709427	40200	
	Voyager Tier1 CPU			20709423	40197	
	Voyager Tier1 CPU			20709407	40211	
	Voyager Tier1 CPU			20709428	40199	
	Voyager Tier1 CPU			20709408	40218	
	Voyager Tier1 CPU			20709414	40213	
	Voyager Tier1 CPU			20709431	40219	
	Voyager Tier1 CPU			20709415	40214	
	Voyager Tier1 CPU			20709430	40198	
	Voyager Tier1 CPU			20709435	40217	
	Voyager Tier1 CPU			20713237	1036	
	Voyager Tier1 CPU			20713248	1047	
	Voyager Tier1 CPU			20713241	1040	
	Voyager Tier1 CPU			20713246	1045	
	Voyager Tier1 CPU			20713243	1042	
	Voyager Tier1 CPU			20713249	1048	
	Voyager Tier1 CPU			20713240	1039	
	Voyager Tier1 CPU			20713233	1032	
	Voyager Tier1 CPU			20713244	1043	

Ravenswood

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Principal _____

Site Technology (if applicable) _____

District Tech (if applicable) _____ Dir. IT _____

Director of Purchasing _____

Purchasing Dept. & W/H use only

Board date:	8/13/2014
W/H action:	
Date:	
By:	

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Date:

Recycle Donate
↓
Ravenswood
Recycle
↓

Board date: 8/13/2014
W/H action: _____
Date: _____
By: _____

EQUIPMENT SURPLUS DISPOSITION REQUEST

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of 8

Site:

Department:

Date:

Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
	Voyager Tier 1 CPU			20713247	1046	Recycle/Donate
	Voyager Tier 1 CPU			20713245	1044	↓
	Voyager Tier 1 CPU			20713239	1038	↓
	Voyager Tier 1 CPU			20713235	1034	↓
	Voyager Tier 1 CPU			20713236	1035	Ravenswood
	USMach P2 200mhz CPU			207523	31759	Recycle
	USMach P4 CPU			208455	33150	↓
	Dell Optiplex Desktop CPU			417FKC1	39249	
	Dell Optiplex Desktop CPU			CJBMZ91	38531	
	Dell Optiplex Desktop CPU			78DP981	5220	
	Dell Optiplex Desktop CPU			62TF1C1	38995	
	Dell Optiplex Desktop CPU			HXSF1C1	38975	
	Dell Optiplex Desktop CPU			7FFF1C1	38986	
	Dell Optiplex Desktop CPU			1FFF1C1	38984	
	Dell Optiplex Desktop CPU			HDFF1C1	38979	
	Dell Optiplex Desktop CPU			7YSF1C1	38974	
	Dell Optiplex Desktop CPU			1JBMZ91	38537	
	Dell Optiplex Desktop CPU			HJBMZ91	38541	
	Dell Optiplex Desktop CPU			F1CF1C1	38991	
	Dell Optiplex Desktop CPU			2YSF1C1	38976	
	Dell Optiplex Desktop CPU			92TF1C1	38988	
	Dell Optiplex Desktop CPU			GFFF1C1	38980	
	Dell Optiplex Desktop CPU			3KBMZ91	38530	
	Dell Optiplex Desktop CPU			52TF1C1	38993	↓

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head

Principal

Site Technology (if applicable)

District Tech (if applicable) Dir. IT

Director of Purchasing

Purchasing Dept. & W/H use only

Board date: 8/13/2014

W/H action:

Date:

By:

EQUIPMENT SURPLUS DISPOSITION REQUEST

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Site:

Department:

Date:

Quantity		Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
	Dell Optiplex Desktop CPU			D6FP981	4878	Recycle
	Dell Optiplex Desktop CPU			GHBMZ91	38534	
	Dell Optiplex Desktop CPU			1KBMZ91	38540	
	Dell Optiplex Desktop CPU			81TF1C1	38992	
	Dell Optiplex Desktop CPU			5JBMZ91	38533	
	Dell Optiplex Desktop CPU			4KBMZ91	38538	
	Dell Optiplex Desktop CPU			FDF1C1	38981	
	Dell Optiplex Desktop CPU			G2FP981	38085	
	Dell Optiplex Desktop CPU			CFFF1C1	38978	
	Dell Optiplex Desktop CPU			5YSF1C1	38973	
	Dell Optiplex Desktop CPU			372Y9C1	39136	
	Dell Optiplex Desktop CPU			BHBMZ91	38529	
	Dell Optiplex Desktop CPU			9JBMZ91	38542	
	Dell Optiplex Desktop CPU			51QQ981	38059	
	Dell Optiplex Desktop CPU			H5FP981	38067	
	Dell Optiplex Desktop CPU			572Y9C1	39135	
	Dell Optiplex Desktop CPU			61QQ981	38064	
	Dell Optiplex Desktop CPU			JZPQ981	4909	
	Dell Optiplex Desktop CPU			90QQ981	38056	
	Dell Optiplex Desktop CPU			22QQ981	38031	
	Dell Optiplex Desktop CPU			J1QQ981	38060	
	Dell Optiplex Desktop CPU			27DP981	38069	
	Dell Optiplex Desktop CPU			DHBMZ91	38543	
	Dell Optiplex Desktop CPU			J07FKC1	39250	
	Dell Optiplex Desktop CPU			70QQ981	4908	
	Dell Optiplex Desktop CPU			6KBMZ91	38536	

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Principal _____

Site Technology (if applicable) _____

District Tech (if applicable) _____

Director of Purchasing _____

Dir. IT _____

Purchasing Dept. & W/H use only

Board date:	8/13/2014
W/H action:	_____
Date:	_____
By:	_____

EQUIPMENT SURPLUS DISPOSITION REQUEST

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Site:

Department:

Date:

Quantity		Additional Note	Original P.O. #	Serial #	SUHS I.D. #	Suggested Disposition
	Dell Optiplex Desktop CPU			F7DP981	38078	Recycle
	Dell Optiplex Desktop CPU			56FP981	4866	11
	Dell Optiplex Desktop CPU			63JJ891	38217	
	Dell Optiplex Desktop CPU			83JJ891	38218	
	Dell Optiplex Desktop CPU			317FKC1	39251	
	Dell Optiplex Desktop CPU			92QQ981	4911	✓
	Voyager Destop Full Tower			20709416	40207	Donate
	Voyager Destop Full Tower			20709434	40221	
	Voyager Destop Full Tower			20709418	40201	
	Voyager Destop Full Tower			20709410	40210	
	Voyager Destop Full Tower			20709425	40204	
	Voyager Destop Full Tower			20709432	40220	
	Voyager Destop Full Tower			20709419	40209	
	Voyager Destop Full Tower			20709426	40205	✓
	Voyager Destop Full Tower			20712324	1033	Ravenswood
	International Audio Cassette Record.			DC 6V UM-2X4		Recycle
	Apple G4 Powermac			XB1512VLKSL	na	
	Apple iMac 17"			W87081N0VUX	39348	
	Apple iMac 15"			RN01709GJ8E	5872	
	Brother HL 5140 Laser Printer			U60964E6J191615	38940	
	USMACH P2 333mhz			207877	32407	
	USMACH P3 600mhz			208338-2	34440	
	Panasonic AG-1340P			I1TB00964	none	✓
	Zenith C27A24T			121-33490753	none	

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____
 Principal [Signature]
 Site Technology (if applicable) [Signature]
 District Tech (if applicable) [Signature] Dir. IT [Signature]
 Director of Purchasing [Signature]

Purchasing Dept. & W/H use only

Board date: <u>8/13/2014</u>
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Date: _____
By: _____

EQUIPMENT SURPLUS DISPOSITION REQUEST

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Department:

Date:

Quantity		Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
	HP Laserjet 4100N			USBNH14508	35553	Recycle
	HP Laserjet 4050n			USBB220958	33643	
	HP Laserjet 4000n			USQF012439	32567	
	HP Laserjet 4100N			USBGB14149	5562	
	HP Laserjet P2015n			CNBJN11739	39369	
	HP Laserjet 2420n			CNBJB23126	5050	
	HP Laserjetn 2300			CNBGC96186	4238	
	HP Laserjet 2100tn			USGW064334	33804	
	HP Laserjet P1505n			VND3C15843	none	
	HP Laserjet P1505n			VND3C43189	none	
	HP OfficeJet G85Xi			SGG17E07GJ	35801	
	HP OfficeJet G95Xi			SGC04E06FG	35068	
	HP Color Laserjet 2550n			CNGGH04807	37579	
	HP OfficeJet G55n			SGA9C5G717	34220	
	Brother HL5250dn			U61444M6J747889	39185	
	Brother HL1440			U60066J4J260245	5858	
	Brother HL1440			U60066J4J260148	4426	
	Brother HL1240			U52581b1J204236	35155	
	Brother HL2040			U61229D5J822676	5209	
	Brother HL2040			U61229D5J760645	5221	
	Brother HL1240			U52581B1J206676	35150	
	Brother HL2040			U61229M4J134639	5225	
	Brother HL1440			U60066J4J260270	none	
	Brother HL5250dn			U61444M6J748160	39149	
	Brother HL 2040			U61229B5J144490	4853	✓

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Principal _____

Site Technology (if applicable) _____

District Tech (if applicable) _____ Dir. IT _____

Director of Purchasing _____

Purchasing Dept. & W/H use only

Board date:	8/13/2014
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By:	

EQUIPMENT SURPLUS DISPOSITION REQUEST

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Site:

Department:

Date:

Quantity		Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
	Panasonic AG-1340P VCR			J1TB00841	35262	Recycle
	Panasonic AG-1340P VCR			J1TB01207	none	
	Zenith XBV443 VCR			491-16066960	none	
	Magnavox DVD Player MDV453			LN010342028547	none	
	Toshiba DVD Player SD-V394SU			BCB909049618	none	
	Dell 2400MP LCD Projector			CN-0CF901S0081-83I-01166		no DID
	Smart UF55 Projector			B012CB25A1531	na	
	Smart UF55 Projector			B012AL1900368	na	
	Smart UF55 Projector			B012BI0500882	na	
	Kodak Carousel 760H Slide Proj.			2942770	na	
	Kodak Ektagraphic Slide Proj.			2705387	17988	
	Elmo Overhead HP-L3550HDX			373037	none	
	HP Laserjet 4100			USBDJ05962	none	
	Cannon C130 Scanner			NVG05321	35911	
	3M Overhead Projector 1700			70062169	none	
	3M 1700 Overhead Projector			907766	none	
	Elmo Overhead Proj, HP-L3550H			367419	none	
	Pioneer Laser Disk Player CLD-B2400			3976205	28591	
	Texas Instruments TI-ViewScreen			600225	30766	
	3M 1700 Overhead Projector			725880	none	
	Cannon N1240U Scanner			UYL325045	none	
	Direct TV Cable Box			GA5D69A623CD	none	
	Netgear FS516			FS56E0A033684	none	
	Netgear FS524			FS54C19057758	none	
	Netgear JFS524			JS2414BCB280523	none	✓

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Principal CARL

Site Technology (if applicable) Malone

District Tech (if applicable) Dir. IT

Director of Purchasing Allen

Purchasing Dept. & W/H use only

Board date: <u>8/13/2014</u>
W/H action: _____
Date: _____
By: _____

EQUIPMENT SURPLUS DISPOSITION REQUEST

8
of 8

Site:

Department:

Date:

Quantity		Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
	Netgear FS108			FS18SF17207833	none	Recycle
	Netgear FS116E			27619B3800184	none	
	Netgear FS105			15B26369238	none	
	Netgear FS105			15B26369234	none	
	Netgear FS105			FS24152CB086386	none	
	Netgear FS108			18F17207832	none	
	Netgear FS105			FS24153CB099256	none	
	Netgear FS105			2414CCB070766	none	
	Netgear FS105			2414CCB070760	none	
	Netgear FS105			2414ACB001793	none	
	Netgear FS108			F1B252252	none	
	Lexmark X83 Scanner/printer			7330250269	none	
	Zenith XB443 DVD player			49145263337	none	
	E-Tower 466I CPU			QFT99F0102359	none	
	HP Deskjet 935c			MX04P1F1GK	none	
	Cannon Cannonscan LIDE35			UZP455011	none	
	USMACH PII 450mhz			161994	32610	
	Cannon I560 Printer			FBSK14959	none	
	Panasonic PT-LB10SVU			SE4420011	37587	
	Panasonic PT-LB10SVU			SE4360058	37609	
	Panasonic PT-LB10SVU			SE4360477	37598	
	Panasonic PT-LB10SVU			SE4360150	37596	
	Panasonic PT-LB10SVU			SE4360495	37593	
	Cannon Canoscan 8400F			UZM190033	none	
	Panasonic 455 SVHS Camera			A5HB01395	none	

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Principal _____

Site Technology (if applicable) _____

District Tech (if applicable) _____

Dir. IT _____

Director of Purchasing _____

Purchasing Dept. & W/H use only

Board date: _____

W/H action: _____

Date: _____

By: _____

EQUIPMENT SURPLUS DISPOSITION REQUEST

Site: _____

Department: IT

Date: 10-12-13

Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
1	Hp Ljet 4000TN		N/A	USNC170944	3260	Recycle/Dispose
1	Hp Ljet 4000		N/A	USMC133321	3092	Recycle/Dispose
1	Hp Ljet 4050N		N/A	USQL051830	2535	Recycle/Dispose
1	Hp Ljet 4050TN		N/A	USCC153175	3191	Recycle/Dispose
1	Hp Ljet 4200DTN		N/A	USGNM05200	2621	Recycle/Dispose
1	Hp Color Ljet 4500N		N/A	JPDD0376639	3256	Recycle/Dispose
1	Hp Ljet 2100M		N/A	USGN017308	3211	Recycle/Dispose
1	Hp Ljet 4050N		N/A	USQL051819	1722	Recycle/Dispose
1			N/A			Recycle/Dispose
1	Brother HL-1470N		N/A	U60068H1J292264	N/A	Recycle/Dispose
1	Brother HL-1240		N/A	U52581B1J175994	2543	Recycle/Dispose
1	Brother HL-2070N		N/A	U61230H5J505656	1358	Recycle/Dispose
1	Brother HL-2070N		N/A	U61230H5J505658	2606	Recycle/Dispose
1						Recycle/Dispose

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Purchasing Dept. & W/H use only

Principal _____

Board date: 8/13/2014

Site Technology (if applicable) _____

W/H action: _____

District Tech (if applicable) _____ Dir. IT _____

Date: _____

Director of Purchasing _____

By: _____

EQUIPMENT SURPLUS DISPOSITION REQUEST

Site:

Department: IT

Date: 1-28-14

Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
1	ELMO HP-L3550H		N/A	365289	NONE	Recycle/Dispose
1	KDS 900P		N/A	F0SU75005085U	40330	Recycle/Dispose
1	KDS 780		N/A	B7YZC716414U	NONE	Recycle/Dispose
1	KDS 568		N/A	FGOZ39295053U	NONE	Recycle/Dispose
1	KDS Rad-5		N/A	1540SBC29600720	NONE	Recycle/Dispose
1						
1						
1						
1						
1						
1						
1						
1						
1						
1						

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Purchasing Dept. & W/H use only

Principal _____

Board date: 8/13/2014

Site Technology (if applicable) _____

W/H action: _____

District Tech (if applicable) _____ Dir. IT _____

Date: _____

Director of Purchasing _____

By: _____

EQUIPMENT SURPLUS DISPOSITION REQUEST

Site:

Department: IT

Date: 4-9-14

Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
1	HITACHI CP-X200		N/A	F7H005123	40454	Recycle/Dispose
1	HITACHI CP-X200		N/A	H7IU02203	1096	Recycle/Dispose
1	HITACHI CP-X200		N/A	H7IU02210	1095	Recycle/Dispose
1	HITACHI CP-X200		N/A	H7G001294	1094	Recycle/Dispose
1	HITACHI CP-X251		N/A	F7DU32312	39995	Recycle/Dispose
1	HITACHI-CP-X251		N/A	F7DU30793	39998	Recycle/Dispose
1	HITACHI-CP-X251		N/A	F7CU23175	39387	Recycle/Dispose
1	HITACHI-CP-X251		N/A	F7EU34838	39997	Recycle/Dispose
1	PANASONIC PT-L501U		N/A	SL1220053	35638	Recycle/Dispose
1	PANASONIC PT-L511XU		N/A	SL2250015	36354	Recycle/Dispose
1	PANASONIC PT-LC75U		N/A	SA2360049	36659	Recycle/Dispose
1	PANASONIC PT-LB20SU		N/A	SB5360008	37868	Recycle/Dispose
1	PANASONIC PT-LB20SU		N/A	SB5360083	37870	Recycle/Dispose
1	PANASONIC PT-LB20SU		N/A	SB5330124	37894	Recycle/Dispose
1	PANASONIC PT-LB20SU		N/A	SC350486	37867	Recycle/Dispose
1	PANASONIC PT-LB10SVU		N/A	SE4210095	37764	Recycle/Dispose
1	PANASONIC PT-LB10SVU		N/A	SE4450076	37583	Recycle/Dispose
1	PANASONIC PT-LB10SVU		N/A	SE4350270	37449	Recycle/Dispose
1	INFOCUS W240		N/A	ARKC64602143	39784	Recycle/Dispose
1	INFOCUS W240		N/A	ARKC646000848	39783	Recycle/Dispose
1	INFOCUS W240		N/A	ARKC64601679	39781	Recycle/Dispose
1	INFOCUS W240		N/A	ARKC64600809	39782	Recycle/Dispose
1	TOSHIBA TDP-SB20		N/A	62736707	10265	Recycle/Dispose
1			N/A			Recycle/Dispose
1			N/A			Recycle/Dispose
1			N/A			Recycle/Dispose

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Principal _____

Site Technology (if applicable) _____

District Tech (if applicable) _____ Dir. IT _____

Director of Purchasing _____

Purchasing Dept. & W/H use only

Board date:	8/13/2014
W/H action:	
Date:	
By:	

EQUIPMENT SURPLUS DISPOSITION REQUEST

Site:

Department: IT

Date: 4-9-14

Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
1	HP LJET 4050TN	printer	N/A	USCC453173	3091	Recycle/Dispose
1	HP FAX 1220	faxmachine	N/A	MY231D62NR	35333	Recycle/Dispose
1	DELL OPTIPLEX GX520	desktop	N/A	BTBWN91	3029	Recycle/Dispose
1	ACER AL1916W	monitor	N/A	N/A	N/A	Recycle/Dispose
1	ACER AL1916W	monitor	N/A	N/A	N/A	Recycle/Dispose
1	ACER AL1916W	monitor	N/A	N/A	N/A	Recycle/Dispose
1	ACER AL2016W	monitor	N/A	N/A	N/A	Recycle/Dispose
1	KDS K92MB	monitor	N/A	N/A	N/A	Recycle/Dispose
1	SAMSUNG TXJ2767	TV	N/A	3CA700409A	N/A	Recycle/Dispose
1						
1						
1						
1						
1						

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Principal _____

Site Technology (if applicable) _____

District Tech (if applicable) _____ Dir. IT _____

Director of Purchasing _____

Purchasing Dept. & W/H use only

Board date: <u>8/13/2014</u>
W/H action: _____
Date: _____
By: _____

Site: Department: IT Date: 4-25-13

Date: 4-25-13

By:

By:

EQUIPMENT SURPLUS DISPOSITION REQUEST

Site:

Department: IT

Date: 4-25-13

Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
1	Dell Optiplex GX520		N/A	DVBWN91	38326	Recycle/Dispose
1	Dell Optiplex GX520		N/A	NONE	NONE	Recycle/Dispose
1	Dell Optiplex GX520		N/A	64KYMB1	38873	Recycle/Dispose
1	Dell Optiplex GX520		N/A	DTBWN91	38319	Recycle/Dispose
1	Dell Optiplex GX520		N/A	9WBWN91	38334	Recycle/Dispose
1	Dell Optiplex GX520		N/A	2SBWN91	38339	Recycle/Dispose
1	Dell Optiplex GX520		N/A	B4SVR91	38416	Recycle/Dispose
1	Dell Optiplex GX520		N/A	GVBWN91	38324	Recycle/Dispose
1	Dell Optiplex GX520		N/A	3FNKN91	38296	Recycle/Dispose
1	Dell Optiplex GX520		N/A	64SVR91	38417	Recycle/Dispose
1	Brother HL-5170DN		N/A	U80966G5J944584	NONE	Recycle/Dispose
1	Brother HL-2070N		N/A	U61230C5J489095	2588	Recycle/Dispose
1	Voyageur Tier One		N/A	20711034	2634	Recycle/Dispose
1	Voyageur Tier One		N/A	20707594	3212	Recycle/Dispose

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Purchasing Dept. & W/H use only

Principal _____

Site Technology (if applicable) _____

District Tech (if applicable) _____

Director of Purchasing _____

Dir. IT _____

Board date: _____

W/H action: _____

Date: _____

By: _____

EQUIPMENT SURPLUS DISPOSITION REQUEST

Re: SEA H.S.

Department: IT

Date: 6-25-14

Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHS I.D. #	Suggested Disposition
1	Z DX-313		N/A	591-43112321	none	Recycle/Dispose
1	PIONEER DV-285		N/A	ECKD006777US	none	Recycle/Dispose
1	CHIMEL A19DA2-HDE		N/A	XYC12J7722A0494	none	Recycle/Dispose
1	OPTIQUEST Q7 VS11147		N/A	Q4A063641938	none	Recycle/Dispose
1	NEC KISAN		N/A	4153048ZGA	none	Recycle/Dispose
1	NEC KISAN		N/A	43406074YA	none	Recycle/Dispose
1	NEC KISAN		N/A	41530437GA	none	Recycle/Dispose
1	CHIMEL A19DA2-HDE		N/A	XY42T7722A0489	none	Recycle/Dispose
1	NEC KISAN		N/A	41530436GA	none	Recycle/Dispose
1	NEC KISAN		N/A	41532463GA	none	Recycle/Dispose
1	NEC KISAN		N/A	41530929GA	none	Recycle/Dispose
1	NEC KISAN		N/A	41530459GA	none	Recycle/Dispose
1	NEC KISAN		N/A	41529380GA	none	Recycle/Dispose
1	NEC KISAN		N/A	41530443GA	none	Recycle/Dispose
1	NEC KISAN		N/A	41530465GA	none	Recycle/Dispose
1	BENQ Q7T3		N/A	99L8372YSA44	none	Recycle/Dispose
1	NEC LCD71V		N/A	43406059YA	none	Recycle/Dispose
1	CHIMEL A19DA2-HDE		N/A	XYC12J7722A0514	none	Recycle/Dispose
1	NEC LCD71V		N/A	434065058YA	none	Recycle/Dispose
1	CHIMEL A19DA2-HDE		N/A	XYCIZJ7722A0338	none	Recycle/Dispose
1	KDS 780		N/A	E7YZC7041300	none	Recycle/Dispose
1	KDS 780		N/A	E7YZC703942U	none	Recycle/Dispose
1	KDS 780		N/A	E7YZC609699U	none	Recycle/Dispose
1	KDS RAD-5		N/A	1540SBC29600746	none	Recycle/Dispose
1	USM PIII H66MHZ		N/A	208460-20	35650	Recycle/Dispose
1	IXLAN NETWORKS		N/A	NONE	36931	Recycle/Dispose

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head

Purchasing Dept. & W/H use only

Principal

Board date:

Site Technology (if applicable)

W/H action:

District Tech (if applicable)

Dir. IT

Date:

Director of Purchasing

By:

EQUIPMENT SURPLUS DISPOSITION REQUEST

Site: SEQ HS

Department: IT

Date: 6-25-14

Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
1	Vogageur		N/A	190819	40270	Recycle/Dispose
1	Vogageur		N/A	190824	40275	Recycle/Dispose
1	Vogageur		N/A	none	40288	Recycle/Dispose
1	Vogageur		N/A	190816	40300	Recycle/Dispose
1	Vogageur		N/A	none	40282	Recycle/Dispose
1	Vogageur		N/A	none	40194	Recycle/Dispose
1	Vogageur		N/A	190822	40273	Recycle/Dispose
1	Vogageur		N/A	none	40283	Recycle/Dispose
1	Vogageur		N/A	none	40287	Recycle/Dispose
1	Vogageur		N/A	190808	1024	Recycle/Dispose
1	Vogageur		N/A	none	40279	Recycle/Dispose
1	Vogageur		N/A	190821	40298	Recycle/Dispose
1	Vogageur		N/A	190818	40269	Recycle/Dispose
1	Vogageur		N/A	none	39610	Recycle/Dispose
1	Vogageur		N/A	none	nene	Recycle/Dispose
1	Vogageur		N/A	none	40284	Recycle/Dispose
1	Vogageur		N/A	none	40285	Recycle/Dispose
1	Vogageur		N/A	none	3242	Recycle/Dispose
1	Dell		N/A	none	1930	Recycle/Dispose
1	Dell		N/A	XII-45374	38338	Recycle/Dispose
1	Hp PhotoSmart c3180		N/A	MY64KB4Q3X	nene	Recycle/Dispose
1	Z XBV445		N/A	491-16066357	nene	Recycle/Dispose
1	BROTHER HL-5170DN		N/A	060966H5J971299	nene	Recycle/Dispose
1	CANON IP4500		N/A	R31219	nene	Recycle/Dispose
1	ACER		N/A	75107023140	nene	Recycle/Dispose
1	ACER		N/A	75204254740	nene	Recycle/Dispose

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head [Signature]

Purchasing Dept. & W/H use only

Principal [Signature]

Board date: 8/13/2014

Site Technology (if applicable) [Signature]

W/H action: _____

District Tech (if applicable) [Signature] Dir. IT [Signature]

Date: _____

Director of Purchasing [Signature]

By: _____

Le: SEQ HTS

Date: 6-25-2014

Dept. Head _____
Principal _____
Site Technology (if applicable) _____
District Tech (if applicable) _____ Dir. IT _____
sector of Purchasing _____

Board date: 8/13/2014
W/H action: _____
Date: _____
By: _____

EQUIPMENT SURPLUS DISPOSITION REQUEST

Site:

Department: IT

Date: 7-22-14

Quantity	Description	Additional Note	Original P.O. #	Serial #	SOHSD I.D. #	Suggested Disposition
1	Dell Optiplex GX520		N/A	35SVR1	38425	Recycle/Dispose
1	Dell Optiplex GX520		N/A	DDNK91	38295	Recycle/Dispose
1	Dell Optiplex GX520		N/A	74SVR91	38421	Recycle/Dispose
1	USM USMACH		N/A	200652-3	37425	Recycle/Dispose
1	USM USMACH		N/A	200808-7	37917	Recycle/Dispose
1	USM USMACH		N/A	200808-15	37911	Recycle/Dispose
1	USM USMACH		N/A	112325-25	36525	Recycle/Dispose
1	Voyageur		N/A	20710506	40271	Recycle/Dispose
1	Voyageur		N/A	20704274	39614	Recycle/Dispose
1	Optquest Q7		N/A	2006	N/A	Recycle/Dispose
1	Optquest Q7		N/A	2006	N/A	Recycle/Dispose
1	Optquest Q7		N/A	2006	N/A	Recycle/Dispose
1	Optquest Q7		N/A	2006	N/A	Recycle/Dispose
1	Hp PhotoSmart 7350		N/A	MY333441PQ	N/A	Recycle/Dispose
1	Hp LaserJet 4050		N/A	USQA054003	33469	Recycle/Dispose
1	Brother HL -1440		N/A	U60066J2J331554	1931	Recycle/Dispose
1	Canon C130		N/A	NDD34373	34520	Recycle/Dispose
1	ELMO HP-L3550HDX		N/A	365170	N/A	Recycle/Dispose
1	ELMO HP-L3550HDX		N/A	364674	N/A	Recycle/Dispose
1	3M1700		N/A	170122037	N/A	Recycle/Dispose
1	3M1700		N/A	7933481	N/A	Recycle/Dispose
1	KDS Radius		N/A	E7YZ06106590	N/A	Recycle/Dispose
1	EIKI 399039		N/A	7043005	N/A	Recycle/Dispose
1	Hitachi CP-X251		N/A	F6KU11395	39039	Recycle/Dispose
1	Hitachi CP-X200		N/A	H71U02141	1088	Recycle/Dispose
1	Samsung-V3500		N/A	61DW401890B	NONE	Recycle/Dispose
1	Samsung-VR320		N/A	6VBA106130M	NONE	Recycle/Dispose
1	CANON-CFXL4000		N/A	UYJ37383	NONE	Recycle/Dispose

*Donation: (If selected under suggested disposition) Indicate non-profit group requested: _____

Dept. Head _____

Purchasing Dept. & W/H use only

Principal _____

Board date: 8/13/2014

Site Technology (if applicable) _____

W/H action: _____

District Tech (if applicable) _____

Date: _____

Director of Purchasing _____

By: _____

**CYBER HIGH USE LICENSE AND SERVICE AGREEMENT**

("Agreement")

Legal Doc. No. of this Signed Agreement: _____

COVER

CLIENT "Client": Sequoia Union High School District Attn: Dr. James Lianides, Superintendent, or Authorized Designee 480 James Ave., Redwood City, CA 94062 Phone: (650) 369-1411 FAX: (650) 306-8870 Email: jlianides@seq.org	FCSS/CYBER HIGH "FCSS" or "Cyber High": Fresno County Superintendent of Schools Attn: Jan Biggs, Senior Administrator, Support Services Fresno County Office of Education 2840 E. Floradora Fresno, CA 93703 Phone: (559) 265-4050 FAX: (559) 264-8326 Email: jbiggs@fcoe.org
CONTRACT TERM (see § 3.1) "Effective Date": July 1, 2014 "Termination Date": June 30, 2015	
CYBER HIGH PRODUCTS. FCSS shall provide to Client each "Cyber High Product" that is marked below, collectively "Cyber High Products" (mark each applicable):	
<input checked="" type="checkbox"/> "Cyber High Courses": Access by Client Users to all courses, curriculum, tools, and resources available on-line on Cyber High. Cyber High Courses do not include Supplementary Materials (see Section 1.2.7, General Terms and Conditions).	
<input checked="" type="checkbox"/> "Professional Development Training": Upon request by Client, FCSS will provide professional development training for Client Users at a maximum rate of one training per high school during the Contract term.	
<input checked="" type="checkbox"/> "Student Transcripts": After a Client User student has completed a five unit course or completed individual units of study whereby 1 to 4 credits are earned, FCSS will mail a transcript to the student's school of record within a reasonable time (typically 48 hours).	
<input checked="" type="checkbox"/> "Client User Support": FCSS will provide support to Client Users via telephone and email Monday through Friday, except for holidays, during FCSS' normal business hours.	
<input type="checkbox"/> "Other Products"(specify):	
CONTRACT AMOUNT: Client shall pay each "Plan Payment" that is marked below (collectively "Contract Amount") to FCSS (mark and complete as applicable, and attach exhibit if required): <input type="checkbox"/> PLAN PAYMENT 1 –UNLIMITED USE: \$55,250.00	PAYMENT SCHEDULE: Client shall pay the Contract Amount to FCSS according to the following "Payment Schedule" (mark and complete as applicable): <input type="checkbox"/> SCHEDULE 1/PLAN PAYMENT 1: Entire amount of Plan Payment 1 due within 30 days of full execution of this contract.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a **"Party"** and collectively as the **"Parties,"** have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT

FCSS

By: _____
Print Name:
Title:

By: _____
Jim Yovino, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Use License and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
- Article 4 Insurance
- Article 5 Indemnity
- Article 6 Dispute Resolution
- Article 7 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS.

- 1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS, which is aligned with the Content Standards and Frameworks of California (collectively "**Cyber High**"). All courses are currently accredited through the Fresno Unified School District of which Roosevelt High School in Fresno, California, is the sponsoring school. Many courses meet the College Prep A-G requirements for the University of California system.
- 1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and students. Cyber High offers an additional education opportunity for students who wish to accelerate their education, including high-risk students, credit recovery, students in continuation schools, alternative education, home schooling, adult students, mobile student populations, and children of military personnel.
- 1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.
- 1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act, regarding student records, student privacy, and the use and disclosure of student records and information.
- 1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement

SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

- 1.2.1 **CLIENT USERS.** Each student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually "**Client User**" and collectively "**Client Users**") shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.
- 1.2.2 **USE LICENSE.** FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively "**FCSS Product**") and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client

and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.

- 1.2.3 TERMS OF USE/LICENSING AGREEMENT. Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement that is in effect and posted on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement, the provision in the Terms of Use/Licensing Agreement shall govern as between the Parties.
- 1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products, or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support the education of California youth, and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.
- 1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.2.6 HARDWARE/SOFTWARE. The Cyber High Courses are made available to Client Users over the Internet through a web-browser interface. To access the Cyber High Courses, Client Users must have a suitable Internet connection, access to an appropriately configured computer, and appropriately configured computer network, of which FCSS has no responsibility to provide to any Client User.
- 1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. **"Supplementary Materials"** include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory equipment.
- 1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User student to access and use the Cyber High Courses or other Cyber High Products.

SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

- 1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.
 - 1.3.1.1 PLAN PAYMENT 1 – ACADEMIC YEAR/UNLIMITED USE. If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.
- 1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement at any time.
- 1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary to gain and maintain recognition or accreditation, or for other purposes. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively **"Confidential Materials"**) are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the

Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern. Nothing in Sections 1.4 or 1.5 of this Agreement shall prohibit either Party from providing records and/or information to third parties in response to valid public records request(s) or subpoenas as required by law.

ARTICLE 2 PAYMENT.

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION OF AGREEMENT DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 MATERIAL BREACH BY CLIENT. If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use

any Cyber High Products. FCSS will issue credits for any Cyber High Courses that Client User students completed before the effective date of termination of this Agreement.

3.2.2.2 MATERIAL BREACH BY FCSS. If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. If FCSS materially breaches any provision of this Agreement, FCSS shall refund to Client a prorated portion of the Contract Amount already paid by Client to FCSS based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement. FCSS will issue credits for such Cyber High Courses upon Client User students' completion of them.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**") provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail and transmitted by facsimile or e-mail; and, **if to FCSS, a copy of any notice and demand by facsimile to:** General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change

and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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EXCLUSIVE AUTHORIZATION TO REPRESENT PURCHASER

1. **Basic Provisions:** The undersigned ("Purchaser") hereby grants to CASSIDY TURLEY NORTHERN CALIFORNIA INC., a California corporation ("Broker") the exclusive right to select property and negotiate for its purchase on behalf of Purchaser for a period commencing August 14, 2014, and ending at midnight February 28, 2015 (the "Term"). The property characteristics sought are as follows:

Property Type:	Land and or buildings suitable for new school facilities: approximately 3 acres of land and 30,000 SF of buildings. Other properties to be included as directed by the District in its sole discretion.
Location:	Within the District boundaries in San Mateo County
Price Range:	Market prices, or suitable pricing for the Districts purpose at the District's sole discretion.
Terms:	Satisfactory to the District in the District's sole discretion.

2. **Extension of Term:** Upon expiration of the Term as described above, this EXCLUSIVE AUTHORIZATION TO REPRESENT PURCHASER ("Authorization") shall automatically renew and continue in full force and effect for successive thirty-day periods without further written agreement unless either party provides written notice to the other that this Authorization shall terminate at the expiration of thirty (30) days, provided however, that the Term shall automatically terminate one (1) year after the end of the Term described above unless prior to termination both parties mutually execute a written agreement extending the Term to another date.

3. **Broker's Authority:** In consideration of this Authorization, Broker agrees to pursue the procurement of property acceptable to Purchaser. Broker is authorized: (a) to select properties that substantially meet the requirements set forth above; (b) to present those properties to Purchaser; and (c) on Purchaser's approval, to negotiate a purchase agreement; however, Broker is not authorized to commit Purchaser to the purchase of any property or to sign any instrument on behalf of Purchaser, without Purchaser's prior written consent.

4. **Commissions:** It is the intent of the parties hereto that the seller of a property purchased by Purchaser pursuant to this Authorization shall pay a commission to Broker in accordance with the attached Schedule Of Commissions ("Schedule"). Purchaser shall use its best efforts to assure that Broker's commission rights are reflected in the transaction document(s) executed by seller, including an irrevocable assignment of proceeds of escrow sufficient to satisfy such obligations. In the event that seller refuses or is otherwise unable to pay Broker's commission, Purchaser shall pay such commission in accordance with the attached Schedule.

A. With respect to any transaction undertaken pursuant to this Authorization, Purchaser agrees to: (i) identify Broker as the procuring cause thereof, (ii) inform seller that Broker is entitled to be paid a commission in accordance with the appropriate provisions of the attached Schedule, and (iii) diligently and in good faith seek to have seller negotiate through Broker and pay such commission to Broker.

B. If during the Term hereof, Purchaser enters into an alternative transaction, including but not limited to a (i) lease, (ii) exchange, (iii) option to purchase, (iv) right of first refusal, (v) ground lease, (vi) sublease, or (vii) assignment of lease (collectively, an "Alternative Transaction") with any person or entity to whom Broker has negotiated; or if, within one hundred and eighty (180) calendar days after the expiration of this Authorization Purchaser enters into, or negotiations continue, resume or commence and thereafter continue leading to such an Alternative Transaction with any person or entity whose name was listed on the Registration List, then Broker shall automatically be Purchaser's sole and exclusive agent for such Alternative Transaction and shall represent Purchaser in such Alternative Transaction, under the terms and conditions of this Authorization, and Purchaser shall pay Broker a commission on such Alternative Transaction pursuant to the applicable provisions of the attached Schedule.

C. If within one hundred and eighty (180) calendar days after the expiration of this Authorization or any extension thereof, Purchaser enters into an agreement to acquire a property submitted by Broker, or another property of any person or entity with whom Broker has negotiated or communicated in an effort to effect a purchase and whose description or name

appears on any list (such list the "Registration List") of such properties, persons or entities which Broker shall have mailed to Purchaser at the address stated below at any time within thirty (30) days following such expiration, provided, however, that if a written offer has been submitted then it shall not be necessary to include the description or name on the Registration List, then Broker shall be deemed to be the procuring cause of said transaction and the terms of this Authorization shall apply to such transaction. If, within one hundred and eighty (180) calendar days after the expiration of the Term hereof, Purchaser enters into another authorization to represent purchaser or similar agreement with a broker other than Broker, then Purchaser shall provide to Purchaser's new broker the names of all parties on the Registration List, and Purchaser shall provide in any such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Broker hereunder for consummation of a transaction with such parties; provided, that Purchaser's failure to do so shall not affect Broker's rights hereunder. Notwithstanding the foregoing, if, after one hundred and eighty (180) calendar days following the expiration or termination of this Authorization, Broker or Purchaser continue negotiations with any parties on the Registration List, then Purchaser's obligation to pay Broker's commission under this Authorization and Schedule shall continue until such negotiations cease and are not resumed for an additional period of one hundred and eighty (180) calendar days.

5. **Cooperating Brokers.** Purchaser acknowledges that Broker is entitled and encouraged to solicit the cooperation of other real estate brokers. However, Broker may not enter into any commission arrangement with other brokers that would be inconsistent with the terms of this Authorization or which would increase the total amount of Purchaser's liability hereunder, and Purchaser's sole liability for commissions shall be as provided in this Authorization. Notwithstanding the foregoing and except as otherwise stated in Section 13.A of this Authorization, the terms of this Authorization are for the sole benefit of Broker and there are no third party beneficiaries to this Authorization or any provision here of whatsoever.

6. **Failure to Complete Sale or Exchange.** If completion of a sale, exchange or any other transaction pursuant to which Broker would be entitled to a commission hereunder, is prevented by a default of the seller, in the event Purchaser collects damages from the seller, by suit, retention of liquidated damages, or otherwise, one-half (1/2) of the damages collected after first deducting title and escrow expenses actually paid by the Purchaser and the expenses of collection, if any, actually paid by the Purchaser shall be paid by Purchaser to Broker within five (5) days of Purchaser's receipt thereof, but in no event shall Broker be entitled to retain or receive an amount in excess of the compensation set forth in this Authorization.

7. **Non-Discrimination.** It is understood that it is illegal for either Purchaser or Broker to refuse to purchase, show, sell or lease real property from any person because of race, color, religion, national origin, sex, marital status or physical disability. Purchaser shall defend, indemnify and hold Broker harmless from any claim based upon an alleged act or omission of Purchaser or anyone associated with Purchaser, including but not limited to claims of personal injury by prospective or actual sellers, landlords, tenants or their agents and guests.

8. **Excluded Transactions.** If there are properties shown to Purchaser by another broker under any previous authorization or similar agreement, Purchaser shall, within five (5) business days after the execution hereof, provide Broker a written list of the names of such properties and the type of transaction upon which such other broker may be entitled to compensation ("Excluded Transactions"). Broker's compensation on an Excluded Transaction shall be limited in the following circumstances: (a) If such Excluded Transaction is concluded within the first thirty (30) days of the Term hereof, Broker shall be reimbursed the reasonable out-of-pocket expenses incurred by Broker in pursuing the procurement of property prior to conclusion of such transaction; or (b) if such Excluded Transaction is concluded after the first thirty (30) days and while such transaction is subject to compensation to the other broker, then Broker shall be entitled to a commission equal to one-half of the commission otherwise payable pursuant to the Schedule.

9. **Warranties and Authority.** Purchaser warrants that (i) he or she has full legal authority to execute this Authorization; and (ii) Purchaser is not the subject of a bankruptcy, insolvency, probate or conservatorship proceeding. Purchaser shall notify Broker immediately if Purchaser discovers that any of the above warranties is untrue.

10. **Consent to Dual Agency.** Purchaser understands and agrees that if Broker finds a prospective property, Broker may also represent and act as the agent for such seller, and Purchaser authorizes and consents to such dual agency and waives any conflict of interest which may arise as a result thereof. Broker acknowledges that in representing both Purchaser and a prospective seller, Broker may not without the express permission of the respective party, disclose to the other party that the prospective seller will accept a price less than the listing price or that the prospective buyer will pay a price greater than the price offered. Broker has a duty to disclose all facts known to it materially affecting the value or desirability of the property that are known to, or within the diligent attention and observation of its principals; however, it is not obligated to reveal to either principal any confidential information obtained by the other principal which does not involve its duty to represent the principals with honesty, fair dealing, good faith, skill and loyalty. Purchaser further understands that Broker may represent other potential purchasers which may be in competition with the Purchaser, and acknowledges that such representation does not present a conflict of interest hereunder.

11. **Mediation of Disputes.** Purchaser and Broker agree to mediate any dispute between them arising out of this Authorization prior to the initiation of any legal proceedings. If the parties cannot agree on a mediator, either party may petition the Superior Court of the County where the property is located, which Court shall be authorized to appoint a mediator. The parties shall cooperate to promptly schedule the mediation. The mediator may conduct more than one session and both parties to the dispute shall pay fees equally. Matters that are within the jurisdiction of the small claims court are excluded from mediation. In the event a party pursues legal action of any kind (including litigation, arbitration or otherwise) without first attempting to participate in mediation in good faith, that party shall not be entitled to recover prevailing party attorneys' fees or costs pursuant to Section 13.D.

12. **Purchaser's Acknowledgments.** Purchaser acknowledges that it has been advised by Broker to consult with and retain experts to advise and represent it concerning the legal and tax effects of this Authorization and any transaction involving purchasing prospective property, as well as the condition and/or legality of such property, including, but not limited to, its environmental aspects. Broker shall have no obligation to investigate such matters unless expressly otherwise agreed to in writing signed by Purchaser and Broker. Purchaser agrees that Broker is not providing, and under no circumstances shall provide, legal, financial, tax or accounting advice; Purchaser shall seek any such advice from other professionals and shall under no circumstances obtain or rely on such advice from Broker. Purchaser agrees that Broker is under no obligation or duty to investigate any owners or others, or to evaluate their financial condition or ability to close escrow. Purchaser further acknowledges that in determining whether to purchase any prospective property, Purchaser will rely solely upon Purchaser's own investigation, notwithstanding Broker may have assisted in gathering information related to such property.

13. **Miscellaneous:**

A. This Authorization shall be binding on the parties hereto and on their respective successors and assigns; provided, however, that the assignment of this Authorization or any interest herein by any party, whether voluntary or by operation of law, without the prior written consent of the other, shall be prohibited and of no force and effect.

B. This Authorization and Schedule constitute the entire agreement between the parties. Any prior agreement or understanding is void and of no further force and effect. No amendments or alterations in the terms hereof or withdrawal of this Authorization shall be valid or binding unless made in writing and signed by both parties. There are no statements, representations, inducements, warranties or promises made or relied upon by either party, except as expressly stated herein. If any provision or portion of a provision of this Authorization is found to be unenforceable, then the remaining provisions shall be given full force and effect.

C. Purchaser agrees to defend, indemnify and hold Broker harmless from any liabilities, costs, damages and/or expenses, including without limitation attorney's fees and costs, arising from or connected with (i) any and all claims, demands, fines, penalties, judgments and lawsuits arising out of this Authorization; (ii) any claim alleging a material omission, misrepresentation, or incorrect information supplied by Purchaser; (iii) alleged discrimination or other acts or omissions of Purchaser; and (iv) claims for injury or damage to any guest or invitee occurring on any prospective property. Purchaser hereby releases and relieves Broker, and waives Purchaser's entire right of recovery against Broker, for direct or consequential loss or damage arising out of or incident to the perils covered by property or liability insurance carried by Purchaser, irrespective of any negligence on the part of Broker; provided, however, that the foregoing release shall not apply to claims for professional negligence based on the wrongful acts or omissions of Broker.

D. In any action arising out of this Authorization and/or the attached Schedule, the prevailing party, whether in court, on appeal, or by use of alternative dispute resolution methods, shall be entitled to recover from the other its reasonable attorney's fees, court costs, expert witness fees and other costs of suit, except as restricted by Section 11 above.

E. Each party has had the opportunity to and has been advised to obtain their own legal advice before executing this Authorization.

F. This Authorization will be governed by and construed in accordance with the laws of the State of California. In the event of any legal action, jurisdiction and venue shall be in the Superior Court of the State of California, in the County where the property is located.

G. This Authorization may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Authorization.

H. Purchaser shall file any claim against Broker within one hundred and eighty (180) calendar days of the earlier of: (i) any alleged breach by Broker, (ii) any damage to Purchaser, (iii) Purchaser's knowledge of such claim or a potential claim, or (iv) such time as Purchaser should have been aware of such claim. Subject to the foregoing, in no event will any action be brought by Purchaser more than one year after expiration of this Authorization. In no event shall Broker be responsible for any consequential damages.

I. **BROKER'S LIABILITY WITH RESPECT TO ANY BREACH OF DUTY, BREACH OR DEFAULT UNDER THIS AUTHORIZATION, ERROR, OMISSION, NEGLIGENCE, OR OTHER ACTS OR OMISSIONS RELATING TO THIS AUTHORIZATION SHALL NOT EXCEED THE COMMISSION RECEIVED BY AND/OR DUE TO BROKER PURSUANT TO THIS AUTHORIZATION AND SCHEDULE; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION ON LIABILITY SHALL NOT BE APPLICABLE TO ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER. BY PLACING ITS INITIALS BELOW, PURCHASER SPECIFICALLY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD AND AGREES TO BE BOUND BY THIS LIMITATION ON BROKER'S LIABILITY UNDER THIS AUTHORIZATION.**

PURCHASER'S INITIALS

SCHEDULE OF PROCURING COMMISSIONS

1. Standard Commission Schedule

Sales & Exchanges

- (1) **Improved Property:** 3% of the gross sales price.
- (2) **Unimproved Property** (acreage substantially lacking amenities necessary for urban development such as roads, utilities and zoning): 5% of the gross sales price.

2. Payment of Commissions

Sales and Exchanges:

Commissions shall be paid through escrow upon the closing thereof; absent an escrow, commissions shall be paid upon recordation of a deed; in the event of an installment sale contract, a commission shall be paid upon execution of the contract. Owner hereby irrevocably assigns to Broker from proceeds of sale an amount sufficient for the payment of the commission due hereunder.

3. **Mediation of Disputes.** Owner and Broker agree to mediate any dispute between them arising out of this Schedule prior to the initiation of any legal proceedings. If the parties cannot agree on a mediator, either party may petition the Superior Court of the County where the Property is located, which Court shall be authorized to appoint a mediator. The parties shall cooperate to promptly schedule the mediation. The mediator may conduct more than one session and both parties to the dispute shall pay fees equally. Matters that are within the jurisdiction of the small claims court are excluded from mediation. In the event a party pursues legal action of any kind (including litigation, arbitration or otherwise) without first attempting to participate in mediation in good faith, that party shall not be entitled to recover prevailing party attorneys' fees or costs pursuant to Section 4.C.

4. Additional Provisions

A. The term "Owner" when used herein and in the attached Authorization or commission agreement shall be deemed to mean and include, where applicable, the owner of the Property.

B. This Schedule is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the parties; provided, however, that the assignment of this Schedule or any interest herein by any party, whether voluntary or by operation of law, without the prior written consent of the other, shall be prohibited and of no force and effect.

C. In any action arising out of this Schedule and/or the attached Authorization, the prevailing party, whether in court, on appeal, or by use of alternative dispute resolution methods, shall be entitled to recovery of its reasonable attorneys fees, costs, expert witness fees and/or other expenses relating thereto, except as restricted by Section 3 above.

D. This Schedule and the attached Authorization constitute the entire agreement between the parties. Any prior agreement or understanding is void and of no further force and effect. No amendments or alterations in the terms hereof or withdrawal of this Schedule shall be valid or binding unless made in writing and signed by both parties. There are no statements, representations, inducements, warranties or promises made or relied upon by either party, except as expressly stated herein. If any provision or portion of a provision of this Schedule is found to be unenforceable, then the remaining provisions shall be given full force and effect.

E. Owner agrees to defend, indemnify and hold Broker harmless from any liabilities, costs, damages and/or expenses, including without limitation attorney's fees and costs, arising from or connected with any and all claims, demands, fines, penalties, judgments and lawsuits arising out of this Schedule.

F. A monthly service charge will be computed at the rate of 1.5% per month, or the maximum allowed by law, on any unpaid balance past due.

G. This Schedule will be governed by and construed in accordance with the laws of the State of California. In the event of any legal action, jurisdiction and venue shall be in the Superior Court of the State of California, in the County where the Property is located.

H. Headings in this Schedule are for reference only and in no way limit or otherwise affect the terms hereof. This Schedule may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Authorization.

I. There are no commission rebates or discounts that have been promised or given. Broker has made no guarantees of results.

J. Any and all notices provided for herein shall be deemed served when mailed by registered United States mail in an envelope with postage prepaid, addressed to Owner as follows:

Company: Sequoia Union High School District
Address: 480 James Avenue
City: Redwood City
State, Zip: CA 94062
Attention: James Lianides, Ed.D.

And to Broker as follows:

Cassidy Turley Northern California, Inc.
Address: 1950 University Avenue, suite 220
City: East Palo Alto
State, Zip: CA 94303
Attention: David Hiebert, Managing Principal

The undersigned hereby acknowledges receipt of this Schedule and agree to pay the commission(s) provided for herein.

OWNER:

BROKER:

By: _____

Cassidy Turley Northern California, Inc.

Name: _____

Its: _____

By: _____

Address: _____

Broker

By: _____

Salesperson

Telephone: _____

By: _____

Salesperson

Dated: _____

Dated: _____



AGREEMENT BETWEEN THE SEQUOIA UNION HIGH SCHOOL DISTRICT

AND

PACHECO BROTHERS GARDENING, INC.

THIS AGREEMENT, entered into this 1ST day of AUGUST, 2014, by and between the SEQUOIA UNION HIGH SCHOOL DISTRICT, hereinafter called "District," and PACHECO BROTHERS GARDENING, INC., hereinafter called "Contractor;"

WITNESSETH:

WHEREAS, The District may contract with independent contractors for the furnishing of services such as those that Contractor proposes to provide to the District;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing labor and material for the renovation and replacement of existing soccer turf at Menlo-Atherton High School.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Services

Exhibit B – Payments and rates

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and exhibit "A," District shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall the District's total fiscal obligation under this Agreement exceed THIRTY SEVEN THOUSAND AND FORTY DOLLARS, \$37,040.00.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from JULY 1, 20 14 through JUNE 30 , 20 15.

This Agreement may be terminated by, the District Superintendent or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

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. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the District and that Contractor acquires none of the rights, privileges, powers, or advantages of District employees.

7. Hold Harmless

Contractor shall indemnify and save harmless District, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) Injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of District, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontractor with a third party to provide services required by Contractor under this Agreement without the prior written consent of District. Any such assignment or subcontract without the District's prior written consent shall give District the right to automatically and immediately terminate this Agreement.

9. **Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the District, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the District with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the District of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

District and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Sequoia Union High School District at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. **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.

11. 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.

12. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

13. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. The parties understand and agree that this Agreement may be negotiated and concluded by electronic means and that electronic forms of signature, including facsimile, are acceptable.

14. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of District, to:
Walter Haub - Director of Facilities
Sequoia Union High School District
480 James Avenue
Redwood City, CA 94062

In the case of Contractor, to:
Neal Hornbeck-Salesman
Pacheco Brothers Gardening, Inc.
795 Sandoval Way
Hayward, CA 94544

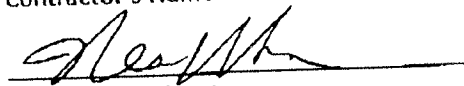
SEQUOIA UNION HIGH SCHOOL DISTRICT

By: _____
Superintendent

Date: _____

Budget Code: 01-9010-0-8100-8210-5607-200

Pacheco Brothers Gardening
Contractor's Name


Contractor's Signature

Date: 8/1/2014

Revised
10/17/2012

Exhibit "A"

In consideration of the payments set forth in Exhibit "B," PACHECO BROTHERS GARDENING, INC. shall provide the following services:

See proposal for details:

- a. Remove old turf and haul away
- b. Aeravate turf
- c. Float sandy loam
- d. Fertilize
- e. Add seeds to entire area covering worn out areas too
- f. Top dress entire field with dressing implement

Add'l Option - Install additional 50 yds of ammended sandy loam

Exhibit "B"

In consideration of the services provided by PACHECO BROTHERS GARDENING, INC. in Exhibit "A," Sequoia Union High School District shall pay PACHECO BROTHERS GARDENING, INC. based on the following fee schedule:

Labor and Material for renovation.....	\$24,440.00
Additional Option 1 (add 50 yds Of ammended sandy loam).....	\$ 4,500.00
Additional Option 2 (add 100 yds of ammended sandy loam).....	\$ 6,500.00
Additional service to clean and straighten heads.....	\$ 1,600.00
Total Contract.....	<u>\$37,040.00</u>

Woodside High School
Form C: State and Federal Programs Included in this Plan, 2014

State Programs	Allocation	Consolidated in the SWP
<input type="checkbox"/> Local Control Funding Formula (LCFF) – Base Grant Purpose: To provide flexibility in the use of state and local funds by LEAs and schools	\$	<input type="checkbox"/>
<input type="checkbox"/> LCFF – Supplemental Grant Purpose: To provide a supplemental grant equal to 20 percent of the adjusted LCFF base grant for targeted disadvantaged students	\$	<input type="checkbox"/>
<input type="checkbox"/> LCFF – Concentration Grant Purpose: To provide an additional concentration grant equal to 50 percent of the adjusted LCFF base grant for targeted students exceeding 55 percent of an LEA's enrollment	\$	<input type="checkbox"/>
<input type="checkbox"/> California School Age Families Education (Carryover only) Purpose: Assist expectant and parenting students to succeed in school	\$	<input type="checkbox"/>
<input type="checkbox"/> Economic Impact Aid/State Compensatory Education (EIA-SCE) (Carryover only) Purpose: Help educationally disadvantaged students succeed in the regular program	\$	<input type="checkbox"/>
<input checked="" type="checkbox"/> Economic Impact Aid/Limited English Proficient (EIA-LEP) (Carryover only) DISTRICT FUNDED 2014 Purpose: Develop fluency in English and academic proficiency of English learners	\$80,080	<input type="checkbox"/>
<input type="checkbox"/> Peer Assistance and Review (Carryover only) Purpose: Assist teachers through coaching and mentoring	\$	<input type="checkbox"/>
<input type="checkbox"/> Professional Development Block Grant (Carryover only) Purpose: Attract, train, and retain classroom personnel to improve student performance in core curriculum areas	\$	<input type="checkbox"/>
<input type="checkbox"/> Pupil Retention Block Grant (Carryover only) Purpose: Prevent students from dropping out of school	\$	<input type="checkbox"/>
<input type="checkbox"/> Quality Education Investment Act (QEIA) Purpose: Funds are available for use in performing various specified measures to improve academic instruction and pupil academic achievement	\$	<input type="checkbox"/>
<input type="checkbox"/> School and Library Improvement Program Block Grant (Carryover only) Purpose: Improve library and other school programs	\$	<input type="checkbox"/>
<input type="checkbox"/> School Safety and Violence Prevention Act (Carryover only) Purpose: Increase school safety	\$	<input type="checkbox"/>

<input checked="" type="checkbox"/> Tobacco-Use Prevention Education Purpose: Eliminate tobacco use among students	\$30,000	<input type="checkbox"/>
<input type="checkbox"/> List and Describe Other State or Local Funds (e.g., Career and Technical Education [CTE], etc.)	\$	<input type="checkbox"/>
Total amount of state categorical funds allocated to this school	\$110,080	
Federal Programs	Allocation	Consolidated in the SWP
<input type="checkbox"/> Title I, Part A: Allocation Purpose: To improve basic programs operated by local educational agencies (LEAs)	\$102,000	<input type="checkbox"/>
<input checked="" type="checkbox"/> Title I, Part A: Parental Involvement (if applicable under Section 1118[a][3][c] of the Elementary and Secondary Education Act) Purpose: Ensure that parents have information they need to make well-informed choices for their children, more effectively share responsibility with their children's schools, and help schools develop effective and successful academic programs (this is a reservation from the total Title I, Part A allocation).	\$ 1,020	<input type="checkbox"/>
<input checked="" type="checkbox"/> For Program Improvement Schools only: Title I, Part A Program Improvement (PI) Professional Development (10 percent minimum reservation from the Title I, Part A reservation for schools in PI Year 1 and 2)	\$ 10,200	<input type="checkbox"/>
<input type="checkbox"/> Title II, Part A: Improving Teacher Quality Purpose: Improve and increase the number of highly qualified teachers and principals	\$	<input type="checkbox"/>
<input checked="" type="checkbox"/> Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students Purpose: Supplement language instruction to help LEP students attain English proficiency and meet academic performance standards	\$25,931	Title III funds may not be consolidated as part of a SWP ¹
<input type="checkbox"/> Title VI, Part B: Rural Education Achievement Program Purpose: Provide flexibility in the use of ESEA funds to eligible LEAs	\$	<input type="checkbox"/>

¹ Title III funds are not a school level allocation even if allocated by the district to a school site. The LEA is responsible for fiscal reporting and monitoring and cannot delegate their authority to a site at which the program is being implemented. If Title III funds are spent at a school site, they must be used for the purposes of Title III and only for those students the LEA has identified for services. For more information please contact the Language Policy and Leadership Office at 916-319-0845.

<input type="checkbox"/> For School Improvement Schools only: School Improvement Grant (SIG) Purpose: to address the needs of schools in improvement, corrective action, and restructuring to improve student achievement	\$	<input type="checkbox"/>
<input type="checkbox"/> Other federal funds (list and describe)	\$	<input type="checkbox"/>
<input type="checkbox"/> Other federal funds (list and describe)	\$	<input type="checkbox"/>
<input type="checkbox"/> Other federal funds (list and describe)	\$	<input type="checkbox"/>
Total amount of federal categorical funds allocated to this school	\$127,931	
Total amount of state and federal categorical funds allocated to this school	\$238,011	

Note: Other Title I-supported activities that are not shown on this page may be included in the SPSA Action Plan.

Form D: School Site Council Membership

California *Education Code* describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.² The current make-up of the SSC is as follows:

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Diane Burbank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diane Mazzei, IVP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wendy Porter (Facilitator)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amanda Arena/Catlin Bohaboy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Esmi Landa/Zeb Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Forrest Sill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Debra Adler/Georgia Jack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Judith Mendelson/Linda Montes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Karen Peterson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pablo Aguilera/Glen Carpenter/Cara Klackle	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Niloo Vakili/Minique Rizkalla/Tony Mueller/Arlene Kolber	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donna Allen/Denise Hines/Ann Ken	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Numbers of members in each category	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

² EC Section 52852

Form E: Recommendations and Assurances

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

- ☐ State Compensatory Education Advisory Committee _____ Signature
- ☒ English Learner Advisory Committee ALC _____ Signature
- ☐ Special Education Advisory Committee _____ Signature
- ☐ Gifted and Talented Education Advisory Committee _____ Signature
- ☐ District/School Liaison Team for schools in Program Improvement _____ Signature
- ☐ Compensatory Education Advisory Committee _____ Signature
- ☒ Departmental Advisory Committee (secondary) _____ Signature
- ☐ Other committees established by the school or district (list) _____ Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on: April 7, 2014.

Attested:

Diane Burbank
Typed name of School Principal
Wendy Porter

Typed name of SSC Chairperson

Diane Burbank 4/7/2014
Signature of School Principal Date

Wendy Porter 4/7/2014
Signature of SSC Chairperson Date

Sequoia Union HSD

Administrative Regulation

Students

AR 5116.1 (a)

INTRADISTRICT OPEN ENROLLMENT AND ADJUSTMENT TRANSFERS

The Board of Trustees' policy is to provide enrollment options that meet the diverse needs and interests of the district's students.

Subject to parental choice rights as established in AB1114, codified at section 35160.5 of the California Education Code, each student living in the district will be assigned to the school serving the attendance area designated by the Board in which his/her parents or legal guardians live. If parents and legal guardians both live in the district, the student will be assigned the school serving the attendance area in which the legal guardians live.

While it is important that each campus is utilized efficiently and that assignment of students to schools supports this efficient use, it is also recognized that parents/guardians frequently wish to choose their child's school. Therefore, incoming 9th grade students who reside within district boundaries may apply for enrollment in any district school. The Superintendent or designee shall determine the capacity of each district school and establish a random, unbiased selection process for the admission of students from outside a school's attendance area. In accordance with the California Education Code, no student currently residing within a district school's attendance area shall be displaced by another student.

(cf. 5116 - School Attendance Boundaries)

There are three types of transfers that provide guardians the opportunity to exercise choice in which district school their child will attend. They include:

1. *Open Enrollment Transfers* – Open Enrollment Transfers are available to incoming 9th grade students who wish to attend a school other than their assigned school. After enrollment targets are established at each school, and a determination is made that there are available seats, a random, unbiased drawing will be held to assign students to those open seats. Incoming 9th graders shall have priority over all other open enrollment transfer requests if the student is applying for transfer to a school where the student's older sibling attends. If granted, an Open Enrollment Transfer, the new school then becomes the student's home school.
2. *9th Grade Boundary Exceptions* – Owing to recent changes to the district's school attendance boundaries, it is the policy of the district to apply certain reasonable boundary exceptions in order to preserve unity among public school educational communities transitioning to the district's schools. In order to advance that policy, the following three exceptions to the district's established boundaries are established, which will be applied before determining space available at any school for open enrollment: 1) the student was enrolled in the Tinsley Program during the student's eighth grade year, 2) the student lives in an attendance area that was re-designated as a result of the 2015-16 boundary changes adopted by the Board of Trustees, or 3) the student resides in the North Fair Oaks community known as "the Avenues," and wishes to attend Sequoia High School *rather than Menlo-Atherton High School*. These 9th Grade Boundary Exceptions will be applied in all cases where they are requested prior to determining whether there are open seats at campuses for purposes of Open Enrollment requests.
3. *Adjustment Transfers* – Adjustment Transfers are available to any student in grades 9 through 12 based upon a determination that the compelling needs of an individual student warrant the approval of the transfer. Adjustment transfers are based on serious, documented health or safety issues and are approved on an annual basis.

Open Enrollment

Open Enrollment Selection Procedures

1. The Superintendent or designee shall identify those schools which may have space available in 9th grade for additional students.
2. Students who submit applications to the District by the third Friday in January (or as stipulated in an annual letter to parents) may be eligible for admission to their school of choice the following school year under the District's open enrollment policy. Selection will be subject to capacity.
3. In the event that the open enrollment transfer requests exceed the capacity of a district campus to accommodate all requests, enrollment in a school of choice shall be determined by lot from the eligible applicant pool, and a waiting list shall be established to indicate the order in which applicants may be accepted as more openings occur. Late applicants shall not be added to the waiting list. District administration will maximize the number of open enrollment transfer requests granted after vacancies at a campus are otherwise exhausted by matching requests in cases where a student seeks to transfer to a campus where there is a student who seeks to transfer to the school that the first student would transfer from.

Sibling Open Enrollment transfers

- a. Schools receiving open enrollment requests for admission shall give priority for attendance to incoming siblings of students already in attendance in that school. Sibling requests will be automatically granted if submitted before the closure of Open Enrollment and are available only to younger siblings of older students currently enrolled in the requested school. If the sibling preference request is submitted to the district after the open enrollment deadline, there is not a guarantee that it can be honored and the younger sibling will be placed on the waiting list for the requested school.
- b. Ninth-grade Preference Transfer Requests for sibling must be submitted during the Open Enrollment period to ensure enrollment at the same school. After the Open Enrollment period ends, sibling transfers will be granted only on a space available basis through the Adjustment Transfer process.
- c. Once enrolled, a student shall not have to apply for readmission and the new school will become his/her home school. Approved transfers apply only to the student for whom the application was submitted. Other incoming siblings wishing to attend the same school must also apply through the Open Enrollment process.
- d. Sibling transfers may only be requested for a student who is new to the district to attend the school in which another sibling is currently enrolled and who will continue to be enrolled in the school year requested.

The Superintendent or designee shall inform applicants by the first week of March as to whether their applications have been approved, denied, or placed on a waiting list. The waiting list will expire each year on May 31.

4. Open enrollment transfer requests may not be withdrawn after the deadline for submitting such requests (i.e., the third Friday in January (or as stipulated in an annual letter to parents)). Likewise, open enrollment transfers may not be reversed or rescinded once the transfer is granted. The new school now becomes the student's home school through the remainder of their high school career.

5. Admission to a particular school shall not be influenced by a student's academic or athletic performance except insofar as academic standards are required for admission to specialized schools or programs such as programs for gifted and talented students. Such standards shall be uniformly applied to all students. (Education Code 35160.5)
6. Special education students wishing to participate in Open Enrollment shall follow all of the above stated procedures; however, the final placement shall be determined through the Individualized Education Program process.

Transportation will be provided to intradistrict transferees only to the extent provided to all other district students at established district bus stops.

9th Grade Boundary Exception Requests

9th Grade Boundary Exceptions are applied to those students who fall into one of the following categories, below. These exceptions are subject to space availability at the receiving district campus and shall be applied for and approved simultaneously with the Open Enrollment Transfer timeline. 9th Grade Boundary Exceptions will be placed in receiving schools prior to determining whether there are available seats at a district campus for placement of Open Enrollment requests, except that no Boundary Exception Requests will be granted until all Sibling Open Enrollment transfers have been granted.

Those applying for a 9th Grade Boundary Exception must use the 9th Grade Boundary Exception form and must submit their requests by the same deadline as stipulated for Open Enrollment transfers. Boundary Exception requests may not be withdrawn after the deadline for submitting such requests (i.e., the third Friday in January (or as stipulated in an annual letter to parents)). Likewise, Boundary Exception requests may not be reversed or rescinded once the transfer is granted. The new school now becomes the student's home school through the remainder of their high school career.

There are three different priorities for Boundary Exceptions listed in the order they will be granted:

1. Students enrolled in the Tinsley Program

Students transitioning to the Sequoia Union High School District after participation in the Tinsley Program shall be assigned to District high school campuses pursuant to the District's current school boundary map. However, each such student will be allowed to transfer to the same District high school campus assigned to other students attending the elementary/middle school that the student attended pursuant to the Tinsley Program. Such students must request a Boundary Exception during the Open Enrollment period.

2. Students living in re-designated attendance boundaries

Through and including the 2029-30 academic year, students living in an attendance area that was re-designated as a result of the 2015-16 boundary changes adopted by the Board of Trustees may request to attend the district school that the student would have attended prior to the adoption by the Board of Trustees of the 2015-2016 boundary changes by requesting a Boundary Exception during the Open Enrollment period. Such requests will be granted to the extent there is capacity at the requested school.

Students seeking an adjustment transfer under the boundary exceptions rule must submit their request by the same deadline as stipulated for open enrollment transfers.

3. Students residing in the The Avenues

Students residing in the North Fair Oaks community known as “The Avenues,” who remain within the Menlo-Atherton High School attendance area after adoption by the Board of Trustees of the 2015-2016 boundary changes, but who wish to attend Sequoia High School, will be eligible to attend Sequoia High School through the Boundary Exception process. Such requests will be granted only to the extent there is capacity at Sequoia High School.

Students seeking a Boundary Exception through residence in The Avenues must submit their request by the same deadline as stipulated for open enrollment transfers.

Adjustment Transfers

Adjustment transfers may be granted to students in grades 9 through 12 in accordance with administrative rules approved by the Superintendent. An adjustment transfer may be requested for health/safety or sibling reasons. The request for transfer will be approved or disapproved by the Superintendent or designee based upon meeting the transfer criteria.

Requests for transfer because of health or identifiable negative factors in the student's school of residence will be authorized by the Superintendent only in those rare instances in which evidence is produced indicating that the transfer is essential. Request for transfer may be initiated by the student's parents/guardian. See AR 6184 for rights of parents in cases of school-initiated transfers.

Although the recommendation to approve or disapprove the adjustment transfer request will have to be a matter of professional judgment, factors usually considered include serious emotional disturbance, serious health condition, unavoidable and highly punitive harassment, previous serious behavioral problems, behavior detrimental to the welfare of other students, or other conflict for which a change of school environment appears to be necessary for a satisfactory education.

Sibling transfer requests submitted after Open Enrollment must go through the adjustment transfer process and will be subject to space availability. Sibling transfers may only be requested for a student who is new to the district to attend the school in which another sibling is currently enrolled and will continue to be enrolled in the school year requested.

Transfer requests for reasons related to a student's special needs will be addressed by the IEP.

Change of Address

Any time that a student changes his/her legal residence following enrollment in one of our high schools, the parent must immediately notify the district by completing the Change of Address form at the district office. The parents/guardians will have the choice of having the student remain at the school in which the student was legally enrolled upon entry into high school or moving the student to the school in the attendance area of the later new residence. The decision to stay or move must be made no later than the first semester break following the change in residence. In the event that a student does not inform the school of a change in residence, but continues in attendance at the school beyond that first semester break after moving, the student will be deemed to have made an election to remain at the school the student attended prior to moving. Once the decision has been made to stay or to move, the decision is final until there is another change in the legal residence of the student.

Notifications

Notifications shall be sent to parents/guardians of ninth, tenth and eleventh grade students at the beginning of each school year and of all eighth grade partner elementary district students by January 15 describing all current statutory attendance options and local attendance options available in the District, including: (Education Code 48980)

1. All options for meeting residency requirements for school attendance

(cf. 5111.1 - District Residency)

(cf. 5111.11 - Residency of Students with Caregiver)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

(cf. 5111.13 - Residency for Homeless Students)

2. Program options offered within local attendance areas

3. A description of any special program options available on both an interdistrict and intradistrict basis

(cf. 5117 - Interdistrict Attendance)

4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied

5. A district application form for requesting a change of attendance

6. The explanation of attendance options under California law as provided by the California Department of Education

(cf. 5145.6 - Parental Notifications)



Sequoia Union HSD

Administrative Regulation

Students

AGENDA ITEM 12a(2)
DATE 8/13/14
(Revised in 2013)

AR 5116.1(a)

INTRADISTRICT OPEN ENROLLMENT AND ADJUSTMENT TRANSFERS

OPEN ENROLLMENT

Selection Procedures

1. The Superintendent or designee shall identify those schools which may have space available for additional students. Open enrollment applications shall be available at all school offices.
2. Students who submit applications to the District by January 31 (or as stipulated in an annual letter to parents) may be eligible for admission to their school of choice the following school year under the District's open enrollment policy. Selection will be subject to capacity.
3. Enrollment in a school of choice shall be determined by lot from the eligible applicant pool, and a waiting list shall be established to indicate the order in which applicants may be accepted as more openings occur. Late applicants shall not be added to the waiting list. Students with siblings at the desired school will be given priority.
4. The Superintendent or designee shall inform applicants by mail by March 15 as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated. The waiting list will expire each year on April 30.
5. Open enrollment transfers may not be reversed or rescinded after May 1.
6. Admission to a particular school shall not be influenced by a student's academic or athletic performance except insofar as academic standards are required for admission to specialized schools or programs such as programs for gifted and talented students. Such standards shall be uniformly applied to all students. (Education Code 35160.5)
7. Special education students will be eligible for open enrollment if there is an instructional program to meet the student's needs as prescribed in their IEP and space is available in the requested school.
8. Students who wish to return to the school in the student's original attendance area must apply for the transfer through open enrollment or adjustment transfer process.

Any complaints regarding the selection process should be taken to the Superintendent or designee.

(cf. 1312 - Complaints Concerning the Schools)

Notifications

Notifications shall be sent to parents/guardians of ninth, tenth and eleventh grade students at the beginning of each school year and of all eighth grade partner elementary district students by January 15 describing all current statutory attendance options and local attendance options available in the District, including: (Education Code 48980)

1. All options for meeting residency requirements for school attendance

(cf. 5111.1 - District Residency)

(cf. 5111.11 - Residency of Students with Caregiver)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

(cf. 5111.13 - Residency for Homeless Students)

2. Program options offered within local attendance areas

3. A description of any special program options available on both an interdistrict and intradistrict basis

(cf. 5117 - Interdistrict Attendance)

4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied

5. A district application form for requesting a change of attendance

6. The explanation of attendance options under California law as provided by the California Department of Education

(cf. 5145.6 - Parental Notifications)

ADJUSTMENT TRANSFERS

Requests for intradistrict attendance permits outside of the open enrollment policy shall be handled as follows:

An intradistrict transfer may be requested for adjustment or sibling reasons. The request for transfer will be approved or disapproved by the Superintendent or designee upon receipt of recommendations by the principals of both the sending and receiving schools.

Transfer requests for reasons related to a student's special needs will be addressed by the IEP or Section 504 teams' processes.

Adjustment Transfer Criteria and Conditions

Although the recommendation to approve or disapprove the adjustment transfer request will have to be a matter of professional judgment, factors usually considered include serious emotional disturbance, serious health condition, unavoidable and highly punitive harassment, previous serious behavioral problems, behavior detrimental to the welfare of other students, or other conflict for which a change of school environment appears to be necessary for a satisfactory education.

Students with siblings at the desired schools who missed open enrollment, may apply for an adjustment transfer.

Notwithstanding the criteria mentioned above, the Superintendent may allow an adjustment transfer for any reason if the receiving school is determined to be significantly below capacity and if the sending school is at or above capacity.

All adjustment transfers are conditional. Students who violate transfer conditions will be returned to the home school at the end of the semester. Students may be returned immediately for severe behavior infractions.

BOUNDARY EXCEPTIONS

The current Sequoia Union High School District boundaries were designated in 1986. It is the policy of the Sequoia Union High School District to apply certain reasonable boundary exceptions in order to preserve unity among public school educational communities transitioning to the Sequoia Union High School District. In furtherance of that policy, exceptions to established boundaries, which will be applied before determining space available at any school for purposes of open enrollment, are as follows:

1. The Fair Oaks/Friendly Acres area is an area of no boundaries. Although the students in this area are automatically assigned to Menlo-Atherton, they will be granted adjustment transfers to other Sequoia district schools upon request.
2. Students at La Entrada living in the Woodside attendance area will be allowed to transfer to Menlo-Atherton upon request as established with 1986 boundary change.
3. Students transitioning to the Sequoia Union High School District after participation in the Tinsley Program shall be assigned to District high school campuses pursuant to the District's current school boundary map. However, each such student will be allowed to transfer to the same District high school campus assigned to other students attending the elementary/middle school that the student attended pursuant to the Tinsley Program.

4. For the 2014-2015 academic year or until such time that new school attendance areas go into effect, students residing within the geographical boundaries of the Ravenswood City School District are within a special attendance area. As such, students in that area will be assigned to high school campuses pursuant to the District's current school boundary map. However, such students who are not within the Menlo-Atherton High School attendance area who desire to attend that school may request a transfer to Menlo-Atherton High School, and the Superintendent will grant such requests to the extent that there is capacity at the school to accommodate them after taking into account outgoing requests.
5. For the 2014-2015 academic year or until such time that new school attendance areas go into effect, students residing within the attendance area of the San Carlos School District's Tierra Linda Middle School are within a special attendance area. As such, students in that area will be assigned to high school campuses pursuant to the District's current school boundary map. However, such students who are not within the Carmont High School attendance area who desire to attend that school may request a transfer to Carmont High School, and the Superintendent will grant such requests to the extent that there is capacity at the school to accommodate them after taking into account outgoing requests.

Students seeking an adjustment transfer under the boundary exceptions rule must submit their request by the same deadline as stipulated for open enrollment transfers.

Regulation
Approved: December 10, 1997
Revised: June 27, 2007
Revised: December 8, 2010
Revised: October 9, 2013

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California



AGENDA ITEM 12c
DATE 8/13/14

Scope of Work

SEQUOIA UNION HIGH SCHOOL DISTRICT

STRATEGIC PLAN PROPOSAL

AUGUST 13, 2014

This scope of work describes the mutual responsibilities and commitments of Pivot Learning Partners and the Sequoia Union High School District to reach the goals set forth in this Strategic Plan proposal. The responsibilities and commitments will be performed from August 2014 to December 2014.

Overview

Pivot Learning Partners' Mission and Vision:

Pivot Learning seeks to revitalize public education by developing the leaders and building the education organizations of the future. We aim to create a future in which race, class, language, gender, and culture no longer predict educational outcomes for students.

Pivot Learning Partners' Theory of Action:

Through a combination of professional development and coaching and the use of appropriate tools and strategies, Pivot Learning establishes long-term partnerships with districts to build the capacity of leaders and create high performing organizations that can improve the quality of teaching, raise student achievement and narrow the achievement gap.

Effective Strategic Planning – A District Best Practice

Pivot Learning believes that an effective strategic plan is essential to keep a school district focused on the challenges, issues, goals, strategies and actions that are most likely to impact student learning. The implementation of an effective strategic plan is one of the best practices that districts can execute to support student achievement focused on teaching and learning.

Pivot Learning Partners' (PLP) research confirms that the quality of instructional practice is the major variable influencing student achievement. It is PLP's belief that for a strategic plan to have real impact, it must focus on the systems, structures, and processes at all levels of the district that are most likely to affect instructional practice. As PLP assists the Portola Valley School District (PVSD) in developing its strategic plan, PLP will help keep the focus on the core teaching and learning mission of the school district.

Pivot Learning also believes that for a strategic plan to be effective and useful it has to be concise and focused. PLP's goal is to assist the Portola Valley School District in developing a strategic plan that will be used on a regular basis to guide decision-making by the Board, superintendent, district and school leaders, teachers, parents and community.

The Pivot Learning Partners' strategic planning process lays the foundation to develop and implement a district strategic plan. It describes the level of stakeholder involvement before, during and after the



process. The process identifies who is involved in the “What” part 1 of the plan and the “How” part 2 of the plan. The process is one of capacity building, leadership development and content development. This process is customized to fit the unique needs of the Portola Valley School District’s Strategic Planning Steering Committee of key district stakeholders and is included in this proposal.

Deliverables

Strategic Planning: Provide support to develop a strategic plan that focuses on a high performance district culture. The process will include the following activities for Phase 1 – Part One The “What”.

1. Meet with the superintendent to finalize the Scope of Work for the new plan, the planning process and timeline and provide continuing communications regarding the progress in developing the strategic plan.
2. Assist in developing or refining a communication plan for the strategic planning process.
3. Design and implement a community engagement plan to include stakeholder feedback throughout the process. Initially interview Board, principals, teacher leaders, union leadership, classified staff, district staff, PTA, community leaders. Conduct interviews forums with staff and parents.
4. Create an internal and external scan of the district based on community engagement of stakeholders and district data to inform the Strategic Planning Committee (SPC) who will be the design group for the plan.
5. Charter the Strategic Planning Committee: establish charge, process, norms, roles and responsibilities, timeline and calendar and develop the ‘what’ portion of the strategic plan.
7. Meet twice a month from September 2014 to December 2014, the Strategic Planning Committee will group community engagement ideas into themes, refine themes to create Strategic Directions, and create the ‘What’ portion of the plan including ‘Student will...’ statements to support the Strategic Directions. The SPC will revise or refresh the district’s vision. (Note: This will include some work by a writing subcommittee composed of members of the SPC.)
8. Share the new strategic plan draft with stakeholder groups for feedback. This will be done by members of the SPC who report feedback from their representative stakeholder groups. The SPC will create the final draft for Board approval.
9. Present the plan for Board approval.
10. District staff will be responsible for completing the ‘How’ portion of the plan.



Services

- **Strategic Planning:** Pivot Learning will provide consultants Barbara Young, Cathy Townsley, and Kit Pappenheimer who will work with the superintendent, district staff, and the stakeholder groups to complete the process for strategic planning.
- **Planning Sessions:** Pivot learning consultants shall meet with Superintendent, Dr. James Lianides or identified District Office staff to plan the Strategic Planning Committee meetings and adjust the process as needed.
- **Data collection to create a needs assessment:** Pivot Learning consultants shall interview staff, conduct focus groups, review and analyze data as needed to produce an internal and external scan of the district as preparation for the new Strategic Plan.
- **Facilitation:** Pivot learning consultants shall facilitate a series of SPSC meetings with activities designed to process themes, collaborate, reach consensus and create the strategic plan.
- **Reports:** Pivot Learning consultants shall provide notes and drafts on the strategic planning process and a final written plan.

Costs

As a mission-driven nonprofit organization, Pivot's work reflects our core value of good stewardship of resources. Our commitment is to provide the Portola Valley School District with the most cost-effective package of services possible.

Strategic Planning: Consultants Barbara Young, Cathy Townsley & Kit Pappenheimer

Strategic Plan: Three consultants for a total of 19 days @ \$1800 a day

Total: \$34,200



Commitments by Pivot Learning Partners

- PLP will designate consultants and others as needed to carry out the activities and produce the deliverables cited above. Superintendents in all PLP projects have access to the PLP regional director as needed.
- Our commitment is to provide the best possible support to our partner districts. On a regular basis, Pivot Learning Partners will solicit formal and informal feedback from participants in PLP programs and from leaders in partner districts, and we will use this data and information to improve our work.
- Sensitive matters discussed by school and district staff with Pivot Learning employees shall be held in strictest confidence.

Commitments by the Client

- The district shall identify at least one instructional leader to work collaboratively with Pivot Learning staff and to function as the district liaison with the PLP Project Lead.
- The superintendent, other district staff, principals and teachers shall make themselves available to the PLP Project Lead as indicated in this plan.
- The superintendent and other appropriate district staff shall participate in a progress-monitoring process.

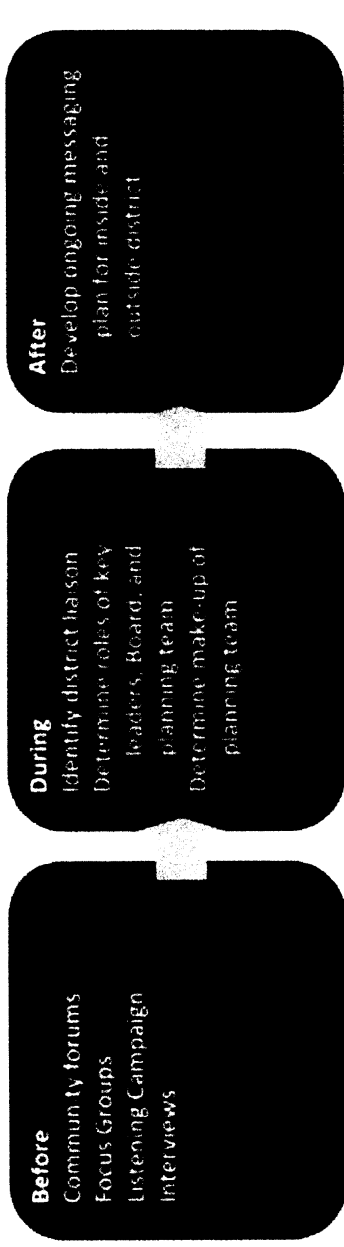
Payment Terms

The following payment terms will be noted in the contract once the scope of work has been approved:

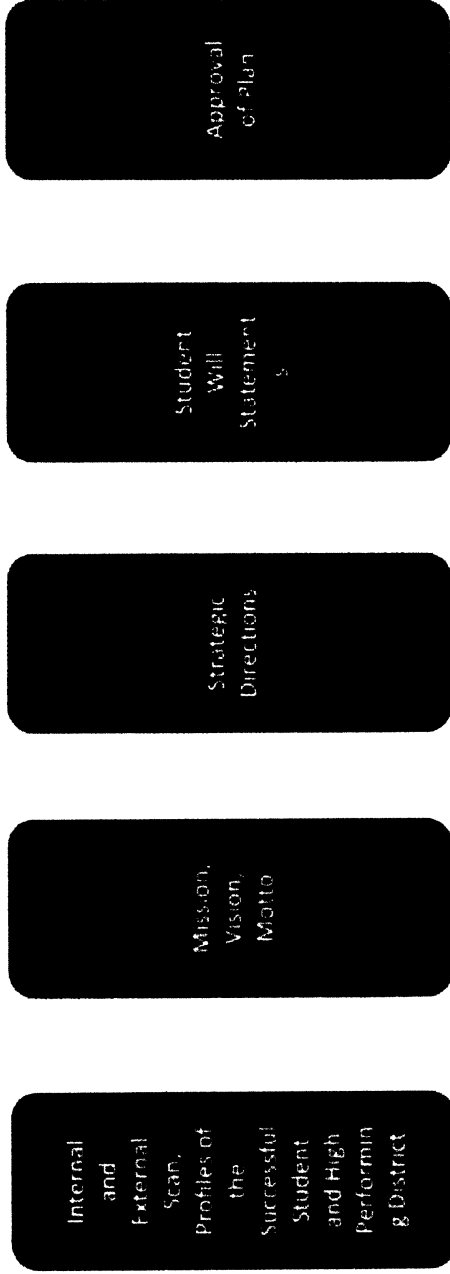
- For contracts over \$50,000, the client will receive quarterly billings that will be due and payable within thirty days from date of invoice. Client will receive a quarterly summary of progress.

Strategic Planning Framework

Who? – Level of Involvement



What? – The Plan



How?

SEQUOIA UNION HIGH SCHOOL DISTRICT

480 JAMES AVENUE, REDWOOD CITY, CALIFORNIA 94062-1098

ADMINISTRATIVE OFFICES (650) 369-1411

August 14, 2014

BOARD OF TRUSTEES

CARRIE DU BOIS
OLIVIA G. MARTINEZ
ALAN SARVER
CHRIS THOMSEN
ALLEN WEINER

JAMES LIANIDES
SUPERINTENDENT

Honorable Lisa A. Novak
Judge of the Superior Court
c/o Charlene Kresevich
Hall of Justice
400 County Center, Second Floor
Redwood City, CA 94063-1655

Re: Grand Jury Report: "Educational Frenemies: Can Charter Schools Inspire Better Student Outcomes in Public Schools in San Mateo County?"

Dear Judge Novak:

This letter is in response to the Civil Grand Jury Report, "Educational Frenemies: Can Charter Schools Inspire Better Student Outcomes in Public Schools in San Mateo County?" which was received by this district on June 9, 2014, and approved by the Sequoia Union High School District Board of Trustees on August 13, 2014.

Findings

- F1. *"Charter schools and charter school organizations in San Mateo County are not actively sharing information with traditional public schools in the County."*

There are four charter high schools that operate within the Sequoia Union High School District. We are aware of their instructional programs both through direct communication and through the comments and experiences of students that return to us from their schools. I have found the charters to be more than willing to share information as their programs and instructional methodologies.

- F2. *"No formalized, efficient avenue exists in the County for sharing of information between charter and non-charter schools, in particular the County Office of Education is not adequately facilitating such sharing of information."*

The San Mateo County Office of Education can best respond to this finding.

- F3. *"The California Education Code does not restrict a school's ability to be successful or to implement policies or practices leading to better student outcomes."*

The California Education Code is highly regulatory and governs most aspects of how school districts operate. Some of these regulations may limit innovations that may lead to better student outcomes, therefore we partially disagree with the finding.

- F4. *"Underlying contentions between administrators and teachers at charter and traditional public schools, as well as between school administrators and teachers' unions, stand in the way of constructive collaboration beneficial to students in this county."*

The Sequoia Union High School District currently enjoys good relations with its independent charters. In the case of East Palo Alto Academy (EPAA), which recently became a dependent charter to the district, a successful collaboration occurred with the Sequoia District Teachers' Association allowing for a smooth transition to the district that preserved aspects of EPAA's uniqueness. We partially disagree with the finding.

F5. *"Longer teaching cycles (whether in the form of longer school days or longer school years) are likely to benefit students in San Mateo County."*

High quality programs that extend the day and the year are beneficial to students. However, they are very costly and cannot be seriously considered unless significant new resources are provided.

Recommendations for San Mateo County School Districts

R1. *"By December 31, 2014, utilize the monthly superintendents' meetings with the County Office of Education to develop and implement a written protocol to create more robust communication among the leaders of charter and traditional public schools, including but not limited to determining a method for including charter school leaders in relevant meetings of leaders of non-charter schools and districts."*

Charter schools are already part of the San Mateo County Special Education Local Plan Area and participate in meetings alongside county school districts at meetings. The County Superintendents' Association can explore the possible role of charter schools in county educational activities, but this is not a recommendation a single district can respond to.

R2. *"By December 31, 2014, develop in each County school district a plan to determine the viability of extending the school day."*

There are many activities on our school campuses that extend the day for students. They include tutoring, participation in enrichment programs provided by outside non-profits, and participation in school –sponsored sports programs. The district does not anticipate any further expansion of these programs without new outside funding. The district cannot develop a plan by December 31, 2014.

R3. *"By December 31, 2014, develop in each County school district a plan to determine the viability of extending the school year."*

There are a number of targeted summer academic programs in place at our schools and a number of summer academic programs in the community supported by non-profits. All of these programs are dependent on continued funding sources. The district cannot develop a plan to extend the school year unless new outside funding is identified.

R4. *"By December 31, 2014, develop, at a district level, detailed mission statements which include quantifiable goals designed to produce better student outcomes. Mission statements will be posted on a publicly accessible website."*

The district will be undertaking a strategic planning process this fall. The plan will be posted on the district website upon its completion.

The Sequoia Union High School District Board of Trustees approved this response to the San Mateo County Civil Grand Jury at its meeting on August 13, 2013.

Respectfully,

James Lianides, Ed.D.
Superintendent



FILED 11/11/14
DATE 8/13/14

Educational Frenemies¹: Can Charter Schools Inspire Better Student Outcomes in Public Schools in San Mateo County?

Summary | Background | Methodology | Discussion | Findings | Recommendations |
Request for Responses | Attachments | Responses

SUMMARY

Upon a suggestion from a member of the public, the 2013-2014 San Mateo County Civil Grand Jury (Grand Jury) examined whether public charter schools in San Mateo County (the County) were sharing information (such as teaching methodologies designed to promote better student outcomes) with traditional public schools in fulfilling the California Legislature's intent of helping to increase learning opportunities for all pupils, regardless of enrollment in any specific school. The results of this investigation lead to three major findings: (i) charter schools in the County are generally not sharing information (such as teaching methodologies designed to promote better student outcomes) with traditional public schools, (ii) no formal avenue exists to foster such sharing; and (iii) the failure of charter schools to fulfill the legislative intent of the laws authorizing their existence may be moot, because in this county the organizational freedoms allowed by charter status do not seem to be a significant determinative factor in creating better student outcomes.² Based on its investigation, the Grand Jury recommends that the County Office of Education facilitate more constructive communication between charter and traditional public schools.

BACKGROUND

Public³ charter schools⁴ were authorized in the state of California by the California charter schools act of 1992 (ca. Ed. Code §47600 et. Seq.) (1992 act). The intent of the 1992 act included the goals of improving pupil learning, increasing learning opportunities *"for all pupils"*

¹ "Frenemy" can refer to someone who really is a friend, but also a rival. The term is used to describe relationships both among individuals and groups or institutions. <http://en.wikipedia.org/wiki/Frenemy>. See also http://www.oxforddictionaries.com/us/definition/american_english/frenemy. Though popularized in recent media, the term has been in use since at least 1953 in both news media and comic strips. <http://en.wikipedia.org/wiki/Frenemy>

² Whether charter schools provide better, worse or similar "pupil outcomes" is outside of the focus of this report. (See Ca. Ed. Code §§47605(b)(5)(B) and (C), and §45604.5(d) for a discussion of "pupil outcomes".)

³ Unless otherwise indicated, any reference to a "charter school" or "charter" shall mean a public charter school. See Ca. Ed. Code §47615, which provides in part "The Legislature finds and declares ... Charter schools are part of the Public School System as defined in Article IX of the California Constitution [and] Charter schools are under the jurisdiction of the Public School System and the exclusive control of the offices of public schools..."

⁴ This report does not draw a distinction between "dependent" and "independent" charter schools. For further information, see http://www.lao.ca.gov/1997/121197_charter_schools/sri_charter_schools_1297-part2.html, and <http://www.scusd.edu/dependentcharters>.

and stimulating improvements “*in all public schools*”⁵ to help achieve these goals, the 1992 act freed charter schools from the constraints of nearly every provision of the California education code – provisions which continue to govern the operation of traditional public schools in the state.⁶ Charter schools in San Mateo County do not report to, and are not operated under the auspices of the county office of education. Instead, charter schools answer to the governing board of the school district which granted the charter establishing each such school.⁷

METHODOLOGY

Documents

- The Grand Jury reviewed the documentation set forth in Appendix A including but not limited to:
 - the websites, mission statements, charters, pending charter renewal applications, and strategic plans of charter schools and non-charter schools and school districts in the county;
 - relevant studies conducted by public and private entities; and
 - articles appearing in the general press applicable to the inquiry.

Interviews

- As part of its inquiry for this report, the Grand Jury interviewed:
 - Superintendents, Assistant Superintendents and former Superintendents of representative school districts across the County, educating students from kindergarten through 12th grade, and including both large and small districts, as well as districts with and without charter schools;
 - Leaders of charter schools or charter school organizations with schools in the County;
 - Multiple current or former political representatives knowledgeable about charter schools, including persons with experience advising the United States Senate and United States House of Representatives Committees on Education, serving in the California Department of Education and serving on education committees in the California State Assembly;
 - Representatives from the County Office of Education;
 - Representatives from private entities focused on the study of education, and of charter schools in particular;
 - Representatives from labor unions representing teachers in the County and teachers throughout California; and
 - Other individual third parties studying education and charter schools in California.

⁵ Ca. Ed. Code §47601. Emphasis added.

⁶ See, e.g., Ca. Ed. Code §47610 and 47605(l).

⁷ See, e.g., Ca. Ed. Code §47604 through 47604.33. Charter schools are required to file certain annual financial reports with the County Office of Education. Charter schools are generally established by a petition signed by a minimum number of parents and or teachers, and which is normally submitted to and approved by the governing board of the local school district. (See Ca. Ed. Code § 47605(a).)

DISCUSSION

Charter schools have been granted freedom from most provisions of the California Education Code.⁸ This freedom has been cited as a key factor in the success⁹ of charter schools. But is it?

Certain freedoms which charter schools enjoy have a basis in state law including the ability of charters to utilize certain non-certificated instructors (including the ability to hire non-certificated physical education associates and computer/technical associates, and to use community members as instructors), to utilize off-site learning opportunities, and to have more flexibility in how they count instructional minutes.¹⁰ Charter status may also give a school more flexibility in managing its budget. Some of the key factors cited (by previous researchers and by persons interviewed by the Grand Jury) as differentiators between charter and non-charter schools, however, seem to be more smoke than fire.

Education codes (in California and elsewhere) have repeatedly been blamed by researchers,¹¹ administrators of both charter and traditional public schools,¹² and county-level education officials for preventing traditional public schools from implementing programs or procedures which might improve student outcomes. In that same vein, the new Strategic Plan of the San Carlos School District (a district with nearly all charter schools) states that “The District’s status of having mostly charter schools allows it more flexibility to implement many of the changes envisioned in this plan... ”¹³ The Grand Jury’s conclusions in this regard, however, stand in direct contrast to this seemingly broadly accepted (or at least regularly repeated) view. In particular, the Grand Jury finds that blame placed on the California Education code in this regard is misdirected.

One of the most commonly cited hurdles to better student outcomes is the supposed inability of non-charter schools to offer longer school days or longer school years. Longer teaching cycles

⁸ See note 5, *supra*.

⁹ See note 1, *supra*.

¹⁰ I.e., alternatives to traditional “seat time” requirements otherwise enforced by the Legislature.

¹¹ See, e.g., Booker, K., Gilpatric, S., Gronberg, T. & Jansen, D. The Effect of Charter Schools on Traditional Public School Students in Texas: Are Children Who Stay Behind Left Behind?” (September 2005), finding that charters benefit by having “greater degrees of freedom in dealing with certain regulations” and the ability to “differentiate their product from that offered by traditional public schools”. See also, Alexander, K. Can Traditional Schools Learn a Lesson From Charters’ Efficiency? (August 18, 2012). <http://www.statesman.com/news/news/state-regional-govt-politics/can-traditional-schools-learn-a-lesson-from-char-1/nRNcH/>.

¹² Educational leaders interviewed by the Grand Jury referred to the Education Code as “very important” in the success of charter schools, claimed that the Education Code “restricts creativity” in non-charter schools, and cited leaders of non-charter schools as having a near-mantra of “If I didn’t have all these regulations...”.

¹³ San Carlos School District Strategic Plan 2013-2018.

have been repeatedly cited as contributing to better student outcomes in research studies,¹⁴ by local education officials,¹⁵ and even by union representatives.¹⁶ The Education Code, however, does not prevent school boards, school districts and county offices of education in California from having longer school days or longer school years. The applicable provisions of the Education Code set only a minimum number of school hours and school days. It is within the purview of each district – irrespective of the charter or non-charter status of individual schools – to determine whether to extend the length of their school day and their school year.¹⁷ In fact, some school districts in California have already lengthened, or considered lengthening, their school year beyond 180 days.¹⁸

The Education Code also has been blamed for “restricting creativity”¹⁹ of non-charter schools, in particular by forcing such schools to adopt curriculum from a list approved by the state,²⁰ (though any such a requirement, at least for the time being, does not exist).²¹ Officials from non-charter schools also repeatedly indicated envy at the ability of charter schools to offer more professional development to their teaching staff.²² This, too, is an issue not generally arising from any restriction in the Education Code.²³

¹⁴ See, e.g., DiCarlo, M. The Evidence on Charter Schools and Test Scores. The Albert Shanker Institute. (December 2011). Researchers concluded that longer school days and longer school years are a key factor in better student outcomes. The Shanker study reached its conclusion in part based on previous research efforts, including Hoxby, C.M., J.L. Kang, and S. Murarka. 2009.

¹⁵ Leaders of both charter and non-charter schools and districts across the County cited longer school days and longer school years as key factors leading to student success (including but not limited to offering the ability to provide “more differentiated support” to students). See also, the San Carlos School District’s Strategic Plan 2013-2018 (which calls for “extending and redefining the school day”) and the Ravenswood City School District Ravenswood 2009 response to the Final Report of the San Mateo County Civil Grand Jury, citing “the advantage of creating a longer day without additional compensation to staff as allowing charter schools to systematically offer families longer instructional days and an enriched curriculum”).

¹⁶ Representatives of both local and state unions claimed that “The Legislature has set the school year at 180 days.”

¹⁷ See California Education Code Section 46200 et. seq.; California Education Code Section 41420 et. seq.; and California Education Code Section 46112 et. seq. See also the website of the California Department of Education. <http://www.cde.ca.gov/sp/eo/is/fap.asp>.

¹⁸ See <http://www.ocregister.com/articles/districts-355225-school-plans.html?data=1> and <http://webcache.googleusercontent.com/search?q=cache:A6G77Hhd9Z4J:edsources.org/today/2013/lausd-discussing-200-day-school-year/39426+&cd=2&hl=en&ct=clnk&gl=us#.UxVlzvldWS0>.

¹⁹ See further discussion, *infra*, regarding the importance of creativity by education leaders in creating better student outcomes.

²⁰ (See: California Board of Education, State Board Adopted Instruction Materials: <http://www.cde.ca.gov/ci/rl/im/rlaadoptedlist.asp>).

²¹ In 2013, California Education Code Section 60210 was added via AB 1246 (Brownley), which allows schools in California to use “instructional materials that have not been adopted by the state board pursuant to Section 60200.”

²² Educational leaders interviewed by the Grand Jury indicated that teaching staff at charter schools in the County receive anywhere from 20-40 more days of professional development each school year than do their counterparts at non-charter schools.

²³ To the extent that some charter schools can offer additional staff professional development by temporarily replacing regular teachers with non-certificated instructors, restrictions in the Education Code may come into play.

The Grand Jury recognizes that hurdles exist in the road to longer instruction days or years, and potentially to more professional development for teaching staff. But the hurdles for the most part are not embodied in the law; they more frequently live in the relationships between school districts and local, state and national teachers' unions.²⁴

Both publicly²⁵ and privately,²⁶ charter school organizations in the County claim to be fulfilling – or trying to fulfill – the California Legislature's intent that charter schools increase learning opportunities for all pupils and stimulate improvements in all public schools.²⁷ Yet the Grand Jury's investigation and interviews with such organizations revealed that real evidence of sharing lessons learned is scant at best.²⁸ Charter schools in California are required to include in their charters both (i) their goals and (ii) planned annual actions to achieve those goals.²⁹ Yet only one of the charters and mission statements reviewed as a part of the inquiry for this report directly stated any goal related to communicating or sharing information in any manner with traditional public schools in the county for the betterment of pupils.³⁰ Furthermore, despite the claims of charter schools related to their missions and goals, the Grand Jury found no evidence of any actual communication between charter and non-charter schools in the County. No administrator of any school district or traditional public school interviewed by the Grand Jury could cite any memory of being contacted by any charter school or charter school organization in the County in the context of sharing lessons learned by the charter.³¹ This is consistent with the findings of the 2008-2009 San Mateo County Grand Jury.³²

²⁴ See further discussion, *infra*, regarding the influence of unions vis-à-vis adopting new strategies and practices to create better student outcomes.

²⁵ James Gallagher, Aspire Public School's director of instruction was quoted as stating that Aspire wants to "catalyze change in public education", serve as a "beacon of innovation" and "pull some traditional districts with us." See Tucker, J. Charter Schools at Core of Teacher-Rating Debate. (December 6, 2013). San Francisco Chronicle, page A1. Aspire's mission statement calls for its organization to "catalyze change in public education not just by opening and operating schools, but also by sharing the successful practices we've developed and honed along the way. ... We don't presume to have all the answers, but we do believe in the importance of sharing." See Mission Statement of Aspire East Palo Alto Charter School, contained in Aspire East Palo Alto Charter School Renewal Charter for the term July 1, 2009 through June 20, 2014. Summit Preparatory Charter High School's charter material revision expressly quotes the legislative intent, and their mission statement states (in part) that "The school aspires to serve as a model for high schools endeavoring to prepare all students for post-secondary academic pursuits." A charter school leader also cited their organization's goal to "take our original mission as incubator of innovation and spread it far and wide."

²⁶ Charter school leaders in the County spoke of sending "teams" of personnel out to "share information", and of hosting educational and information sharing events to which they invited school leaders across the County.

²⁷ See note 3, *supra*.

²⁸ Leaders of charter organizations interviewed by the Grand Jury admitted that "far too little" sharing goes on, and that communication "could be better." While one charter school leader spoke proudly of sharing lessons learned across their own internal charter organization, they could provide no examples of sharing with non-charter schools in the County.

²⁹ Ca. Ed. Code §§47605(b)(5)A), 47605.6(b)(5)(a) and 47606.5.

³⁰ See note 25, *supra*.

³¹ One charter school provided the Grand Jury with an extensive mailing list, but could provide no evidence of when or to what extent that list was actually used. And no leader of any non-charter school district could remember ever being contacted. Non-

The 2013-2014 Grand Jury also found that greater assistance in fostering such information sharing could be provided by the County Office of Education (COE). Although the COE sponsors regular meetings of educational leaders in this county (e.g., monthly meetings of district superintendents), representatives of charter schools are routinely not included in those meetings.³³ While representatives of charter and non-charter schools do occasionally meet, those meetings generally are ad hoc and do not address the sharing of lessons related to better student outcomes.³⁴ In addition, it appears that the charter schools in the County do not as a rule meet with each other in any organized fashion.³⁵

The COE is the logical entity to promote improved communication between charter and non-charter schools in the County. While representatives from the COE have stated that the office is “trying to shepherd along more opportunities for information sharing,”³⁶ this assertion was not validated by persons interviewed by the Grand Jury.³⁷ In addition, certain education leaders expressed concern that meetings hosted by COE focused too infrequently on curriculum and best practices in teaching.³⁸

Furthermore, whether or not the COE focuses more closely on the relationship between charter and non-charter schools, the Grand Jury determined that (despite any mission statements or goals

charter educational leaders across the County cited “not a lot of conversation” about charter schools, a lack of any visits to charter sites, a complete absence of conversation with leaders of charter schools, no examples of information sharing between charter and non-charter schools, and no knowledge of whether charter schools were operating as incubators of change. While charter leaders were referred to as “gracious when we go to them”, multiple education leaders cited a lack of “reaching out” by charter schools in the County. As one leader summed it up: “Real communication doesn’t actually exist.”

³² See, What Grades are the Charter Schools in East Palo Alto Earning? San Mateo Grand Jury Final Report. 2009, which found a lack of communication between charter and non-charter schools.

³³ Representatives of charter schools indicated almost universally that they do not attend, and are not invited to attend, the monthly COE meetings. (The exception is the San Carlos School District, with six charter schools and one non-charter school.) The Grand Jury found that charter organizations in our county are also notably absent from other educational conferences often attended by leaders of non-charter schools and districts (such as Education and Community Leadership conferences, annual superintendents’ symposiums, conferences, of school boards, Association of California School Administrator conferences, etc.).

³⁴ Charter leaders are likely to meet with non-charter educational leaders in their home district “if requested”, or “if there’s an agenda item related” to the charter, or “when necessary” (such as in those rare years where a charter is up for renewal).

³⁵ As stated by one charter leader, there is “no regular communication” between the various charter organizations in this county.

³⁶ The COE specifically cited an effort over the last 18 months to try “to do more outreach to charter schools.”

³⁷ Leaders of school districts in this county stated that the COE has not tried to communicate successes and/or failures of charter schools, that the COE is not shepherding opportunities for communication, that there is “not a lot of incentive” for the sectors to communicate, and that the COE does not provide “structure” to help foster communication. As stated by one educational leader: “No one ever developed a mechanism to allow charters to share information.” At the same time, several charter leaders indicated that no one from the COE has tried to communicate with them, and that they have “no real relationship” with the COE. One charter leader did not even recognize the name “Anne Campbell” (Ms. Campbell is the Superintendent of the COE.)

³⁸ As stated by one school district leader, “[e]very district has its own culture on how they serve students, curricular practices, etc.” Thus while the COE meetings may focus on important topics (such as workers’ compensation, employee classifications, legal alerts, technology challenges, etc.) the subjects (even when discussing subjects like the transition to Common Core) are “not usually best practices related to teaching or student outcomes.”

expressed in official school documents or Grand Jury interviews) it is clear that there is not an easy relationship between charter and non-charter schools. The Grand Jury agrees with the conclusions of previous researchers who found that leaders of traditional public schools are more likely to make positive changes in their operations when charter schools exist nearby.³⁹ The Grand Jury's investigation revealed at least two material roadblocks which stand in the way of more robust avenues of communication: an apparent underlying contentiousness between some members of the charter and non-charter factions, and the pure impact of the time and effort which cross-sector communication would require from already overworked administrators in all schools. Overcoming these basic and emotional issues will require commitment by all parties.

Studies across the country have cited underlying tensions between charter and non-charter schools.⁴⁰ These adversarial feelings were regularly confirmed by leaders of both charter and non-charter schools in this county,⁴¹ as well as by others familiar with the relationships.⁴² The Grand Jury found that leaders of charter and non-charter schools expressed both (i) their own eagerness to open communication with the other "side", while at the same time acknowledging (ii) a co-existing feeling that some emotional component (often blamed on the other party) prevented that communication from occurring. Some tensions between the two sectors appear to be based on a fear by traditional public schools that charter schools are "stealing" students,⁴³

³⁹ The Manhattan Institute for Policy Research Civic Report found that district superintendents were more likely to make changes "to produce more appealing and effective schools" where charter schools existed. Changes included new accountability for student performance, changes to budget processes, adoption of Montessori-style schools, addition of before-school and after-school programs, and more. That same 2000 report also concluded in part that "Principals adopt more innovations at their school in direct proportion to the competitive enrollment pressure that they feel." Another study used 8 years of data to test the effect of charter schools on traditional public schools, and found a "positive and significant effect of charter school penetration on traditional public school outcomes." Booker, et. al., note 10, *supra*.

⁴⁰ "[C]harter school advocates sometimes put forth a "we can do it better" attitude that can heighten tensions with traditional public schools." Usable Knowledge: Learning from Charter Schools: Lessons for Educators. Harvard Graduate School of Education. (March 2009). "Significantly, we found that there is often a fundamental hostility between traditional public schools and the charter schools. Even in districts where the level of hostility is low we found little evidence that the schools in either sector have reached out to schools in the other sector.") Does Charter School Competition Improve Traditional Public Schools? Manhattan Institute for Policy Research (2000). In 2009, the San Mateo County Civil Grand Jury described "a relationship lacking in trust" between charters and non-charters. What Grades are the Charter Schools in East Palo Alto Earning? San Mateo County Civil Grand Jury Final Report (2009). In fact, in 2009 the Summit Institute (which has run several charter schools in the County) sued the Sequoia Union High School District. (See e.g. Charter School Sues High School District. The Almanac. Retrieved from <http://www.almanacnews.com/news/2009/07/24/charter-school-sues-high-school-district> on February 18, 2014.)

⁴¹ Various school district leaders in the County described the relationships between charters and non-charters as "inherently controversial", "adversarial" and (with respect to charter schools' authorizing bodies) even "antagonistic". These same leaders described a partnership "hurdle" fed by a feeling that charters have the attitude of "we're better" than traditional public schools. And another educational leader interviewed by the Grand Jury stated that the "traditional system has seen charter schools as a threat."

⁴² The relationship between charter and non-charter schools was described by one researcher as "immediately fraught" with "social and financial tension."

⁴³ See Harvard Graduate School of Education report, March 2009 discussing the issues surrounding charters taking students and the attendant per-pupil funding. While charter school leaders deny any intent to "steal" students or funding, they do acknowledge a perception by non-charter schools that charters "pull from the top" of available students and "take away funds from bigger schools." Charter school researchers familiar with inter-school relationships in the County cited these exact perceptions as a basis for hostilities underlying the relationship between charter schools and traditional public schools.

along with the per-pupil funding dollars that follow the student. These tensions, while perhaps not unique to the County, are not necessarily realized in other local counties.⁴⁴

Additionally, school leaders from both charter and non-charter schools cited simple lack of time as a hurdle to more robust communication. As stated by one district leader, it “takes a lot of work... and it’s all on top of what is already a fulltime job.”⁴⁵

The Grand Jury also found that charter schools in the County haven’t yet figured how – or even why – to share information. One charter school leader stated that it would be “great” to actively share with other schools in this county, but asked, “what’s the mechanism?”⁴⁶ Another charter school leader stated that, “there’s no disincentive” to sharing information, but there’s also a lot of incentive to stay “insular” (a term which was used by several interviewees). A district superintendent in this county not responsible for charter schools echoed the same sentiment, wondering whether charter schools were proprietary about their teaching methods, and stating that “it seems odd that after 21 years [of charter schools] there really hasn’t been anything” in the way of deliberate outreach.⁴⁷

School administrators, however, are only part of the overall equation. While unionization of teaching staff is not strictly a charter vs. non-charter issue,⁴⁸ the Grand Jury cannot ignore the issue of unions vs. district administration in implementing solutions to create better student outcomes.⁴⁹ Multiple studies looking at charter schools have cited the existence of teachers’

⁴⁴ While several interviewees noted the presence of certain “really strong hostilities” in the County, it was also noted that “if you step over the county line”, you find entirely different (and more positive) relationships between charter and traditional public schools. The Grand Jury was offered examples of such positive relationships existing in the San Jose Unified School District, the San Francisco Unified School District, and the Oakland Unified School District. Despite the public controversy over the number of charter schools in Oakland, more than one interviewee made reference to Oakland Unified School District’s Office of Charter Schools which seeks to, among other things, “act as a vehicle by which charter school lessons have a positive impact on the entire public school system.” See, <http://www.ousdcharters.net/>.

⁴⁵ Another district leader told us that “It’s hard enough to make change happen in your own district”; there is no real time to think about what might be happening outside of your local boundaries.

⁴⁶ This same leader indicated that their charter organization is now doing “exploratory” work with school districts to determine whether those districts would be interested in hearing from the charter organization. But even if the answer is “yes”, next steps are not so simple. The charter organization would then need to “develop a business plan and business case” for such sharing.

⁴⁷ In this same vein, a leader of one charter organization stated a need “to figure out where the demand is”, adding “We don’t know if districts would be open” to receiving information from the charter school.

⁴⁸ Nothing prevents charter school teachers from unionizing. The teachers in the San Carlos School District (which is comprised almost entirely of charter schools) are unionized. The California Teachers’ Association has helped certain charter school staffs to unionize. According to sources interviewed by the Grand Jury, each year in this county teachers at one or more charter schools approach union representatives to inquire about possible unionization. In addition, the California Teachers’ Association has developed a presentation specifically educating unions on the importance of engaging charter school teaching staffs. http://www.cta.org/en/Professional-Development/Events/Conferences/~/_media/Documents/PDFs/Conferences/2013%20Equity%20and%20Human%20Rights%20materials/Charter201314Schools.ashx.

⁴⁹ Whether or not unions are in touch truly with their constituencies is outside the scope of this report. The Grand Jury predictably heard strong opinions and examples on both sides of this question from district leaders and from union representatives.

unions in traditional public schools (in comparison to generally non-union staffs at charter schools) as a negative influence on better student outcomes.⁵⁰ In interviews related to this report, representatives of both charter and non-charter schools repeatedly cited the influence of unions, either directly or indirectly.⁵¹ In addition, district leaders across the county indicated that unions (from national to state to local levels) hinder districts' ability to provide additional staff professional development, to institute longer school days or school years,⁵² to adopt before-school and after-school programs, and to use broader criteria to evaluate teachers' performance.⁵³ Conversely, union representatives interviewed in connection with this report stated materially different, yet equally reasonable positions, citing both fair compensation for teachers based on hours actually worked, and the ability of teachers (or any person) to continue to be effective as work days continue to increase in length.⁵⁴

The Grand Jury found that every issue between unions and district administrators ultimately turned on budgets and teacher compensation.⁵⁵ The Grand Jury also found a disconnect between philosophies and behaviors with respect to unions' and administrators' ability to work together on behalf of students. Both sides expressed (subject to a list of caveats) a willingness to listen to, and to talk with, the other side. But this stated willingness was overshadowed in many cases by posturing and finger pointing. The Grand Jury concluded that it is not unions by themselves that are the "hurdle". The hurdles (with respect to unions) are both compensation and the ability of teachers to be able to continue to provide a quality education if additional obligations (for example, extended work days or work years) limit, rather than enable teachers' effectiveness.

⁵⁰ See, e.g. Harvard Graduate School of Education report (March 2009) citing freedom from unions as a key in being "able to mobilize quickly, and to institute changes faster than traditional schools."

⁵¹ One district superintendent stated that a school's success depends on the district's union contract (in particular as the contract relates to the length of a school day and the number of hours teachers can work). Another district leader called unions "a challenge to flexibility and innovation, or even a blockade", but "rarely a support." Yet another district superintendent feared delays in implementing district-approved plans for better student outcomes if the union opposes some key planned measures. See also, Ravenswood City School District Ravenswood 2009 response to the report of the San Mateo County Civil Grand Jury, citing as a "major consideration" "the 'freedom' of academic program development afforded to charter schools without the restrictions of bargaining unit agreements".

⁵² The Grand Jury is sensitive to the argument that if one district changes its schedule, it can have an adverse effect on staff in the district who have children attending out-of-district schools where the out-of-district school does not change its daily or yearly schedule.

⁵³ Examples cited to the Grand Jury include teacher pay systems built on a "growth on the teaching continuum" rather than seniority, being able to use student achievement as part of teacher evaluations, having no set cap on the number of hours teachers can work, and the ability to remove teachers at-will if required.

⁵⁴ Union representatives, for example, state uniformly that they would support (i) more staff professional development "If [teachers] were compensated for it, and it is meaningful", (ii) longer school years if teachers were adequately compensated, and (iii) adding both before- and after-school programs staffed by district teachers, subject to "fair treatment" of the employees. The union representatives cited a concern over teachers "stretched past the point of being able to offer a good education." In addition, union representatives cited as potential hurdles compensation for teachers for all additional hours worked, the use of student performance in evaluations driving teachers away from teaching lower-performing or special education students, and the ability of failed professional (e.g. principal-teacher) relationships to negatively affect a teacher's evaluation and career.

⁵⁵ Superintendents and district leaders claimed that unions refuse to accept longer working hours, even where the districts offered additional compensation and "further professionalization." Union representatives claimed that districts want teachers to work "the days without the pay."

That hurdle is contributed to equally by representatives of the unions and of the administration of unionized schools/districts.⁵⁶

Even if the stars otherwise aligned, would all sides (including unions) be willing to work together more closely toward common goals? From the research conducted in connection with this report, the answer is not clear. One research group looking at this issue concluded that where hostilities exist, where incentive is low, and where time is a rare commodity, communication is unlikely to occur.⁵⁷ The Grand Jury found this to be true in San Mateo County.⁵⁸

Furthermore, despite any other complicating factors, it is not clear who wants to listen to whom.⁵⁹ Nearly all parties interviewed in connection with this report stated that more robust communication between the sectors would be beneficial, and leaders of both charter and non-charter schools affirmed their willingness to play a part in that process.⁶⁰ Conversely, there was an expressed desire by at least one traditional public school to *not* hear from charter organizations.⁶¹ This aversion to communication was confirmed by researchers familiar with school relationships in the County.⁶² Additionally, more than one person interviewed by the

⁵⁶ The Harvard Graduate School of Education report (March 2009) found that with respect to implementing changes, unions “are usually willing to try new things when the districts ask.” Union representatives interviewed in connection with this report admitted that “We do block practices”, but only those “that would be detrimental to teachers being effective in the classroom” (e.g. class size; increasing the number of student contacts). Union representatives also stated that, as a rule, superintendents and school boards are willing to listen to union positions “on most issues”, but that “money is always the issue.” In some cases, the “hurdle” may be simply a lack of total available funds. But sources interviewed by the Grand Jury indicated that more often, controversy arises from how district administrators and union representatives differ on how to allocate existing funds.

⁵⁷ “There is an expectation that the lines of communication between the two sectors [charter schools and traditional public schools] will be open and that information will flow freely between them. [But] the attitude of school district officials towards charter schools varies widely; districts that are hostile to charter schools are unlikely to encourage communication. ... [A school district official] suggested that there is little actual communication between sectors because there is no incentive for educators at charter schools to convey information back to the traditional public schools, as they are too busy and because many of them have little desire to communicate.” Manhattan Institute for Policy Research Civic Report.

⁵⁸ Researchers familiar with the school relationships in the County stated that, as a rule, non-charter schools “don’t pay a lot of attention” to charter schools. The exception to that rule is when a student’s performance materially improves after transferring from a traditional public school to a charter school, an occurrence which “rankles” the traditional public school in a way that is more likely to cause it to make changes.

⁵⁹ As stated by a leader at one charter organization, “We don’t yet know who is willing to work with us.” And while many non-charter leaders were “open to hearing” from charters, some interviewees again cited the perceived charter attitude of “we’re better than traditional public schools” as a hurdle to such communicative relationships. Furthermore, as stated in the Manhattan Institute for Policy Research Civic Report, “there is also evidence that officials of traditional public schools do not believe charter schools in these cities are beacons of innovation, particularly in terms of curricula. Thus, even if lines of communication were open, in reality public schools officials may not want to listen.”

⁶⁰ One leader of a charter organization stated that their school(s) would be “open and eager” to attend the quarterly superintendent meetings sponsored by the COE.

⁶¹ As stated by one district leader, “We don’t *want* to hear from charters. Charters are not creative. We are more innovative, more creative, and have better programs. ... If I were told to go to [a local charter school] and learn what they’re doing, I’d say ‘why?’”

⁶² As stated by researchers familiar with charter and non-charter schools in the County, there is “potential” for lessons to be learned from charter schools in our county, “but it’s pretty low.”

Grand Jury expressed the concern that one school's best practices may not be easily transferrable to other sites.⁶³ The Grand Jury found that it will be human interactions, not laws, which will enable or inhibit changes contributing to better student outcomes in this county.⁶⁴ Yet without some method of incentivizing deeper and more positive relationships, such as seeking outside funding specifically targeted toward collaboration, the outlook for such improved communication is not bright.

In conclusion, the Grand Jury found many hurdles to the efficient flow of information between charter and non-charter schools in the County. The Grand Jury finds that all of the following could contribute to better student outcomes in San Mateo County:

- Establish an environment of improved cooperation⁶⁵, in particular by both taking proactive steps to mend existing rifts in relationships, and by including charter school leaders in future County educational discussions and meetings. Until existing hostilities are overcome, meaningful dialog benefitting students will always be hampered.
- Hire strong leaders enabled to make change. Few of the recommendations in this report can be implemented absent a strong leader driving change and maintaining commitment throughout an organization. Interviewees repeatedly cited the importance of leadership strength throughout educational organizations, from principals to superintendents to school boards, all supporting the same missions. Strong leaders not only drive change and keep their teams focused, but also help to maintain morale among the "troops".⁶⁶ School leaders also must be willing and able to remove persons from the organization who are not helping to move the mission forward.⁶⁷

⁶³ One leader of a charter school organization agreed that other schools would benefit from knowing what his/her schools are doing, but at the same time admitted that "it's not necessarily easily adoptable. It's more of 'how do you operate that way?'" It is thus not program-based, but thought-based. Conversely, a leader from another charter school organization acknowledged that while "change is hard", lessons from their school "should be replicable anywhere".

⁶⁴ Researchers have found that the attitudes of district leaders and principals are critical to leverage benefits. See Manhattan Institute for Policy Research Civic Report. "In our fieldwork, we found that district leaders and principals who are entrepreneurial and reform-oriented are using charter schools as a tool to increase their leverage over their schools and force them to institute new programs and improve performance." Id. However, the study also found that benefits do not accrue where "public school officials do not believe the charter schools actually provide new models or programs". Ibid.

⁶⁵ As stated by one charter school leader, "Move past the past."

⁶⁶ Leaders interviewed by the Grand Jury cited a "focused" (and even "visionary") leader as one of the most important factors in changing the "inertia of the system", and lauded in particular one superintendent described as a "master of keeping people focused on the mission". A district superintendent claimed that most positive changes in schools are driven by strong principals. Union representatives called the drive of the leader "very important" and "key", and noted that "when we don't have a strong leader, morale goes down."

⁶⁷ While interviewees stressed the importance of a strong leader with "a very clear vision of where they want to go," that leader must have the support of his or her superintendent and board, as well as staff buy-in. And, as stated by one non-charter leader, "in that process, sometimes you have to get rid of people." As summarized by one interviewee: schools "need the right people in the right seats on the bus" ... or they need to get those persons "off the bus".

- Consider longer school days and/or longer school years. Research of successful charter schools has repeatedly cited longer school days as one of the key driving factors.⁶⁸ Educational leaders interviewed by this Grand Jury agreed that extended teaching time is crucial to achieving better student outcomes.⁶⁹

- Encourage creativity as a driving force in school leaders. Inherent in nearly every factor cited as crucial to the success of schools was a simply stated but difficult-to-define concept: creativity. Creativity as a strength in school leaders is not necessarily a new concept, and it has been cited in studies looking at successful schools. The Grand Jury found it enlightening to see how much importance educational leaders in the County placed on this amorphous ideal.⁷⁰ In terms of better student outcomes, leaders of both charter and non-charter schools referred to creativity and innovation as “critical”, “huge”, and “it’s everything”. School leaders even credited creativity and innovation as leading factors in attracting and retaining teachers. School leaders also stressed the importance of creativity and innovation in the context of our students’ future careers: many of our current students will be working in jobs few of us have yet envisioned.⁷¹

- Implement meaningful mission statements, as they are crucial to the success of schools.⁷² Leaders of both charter and non-charter schools across the County cited a strong mission statement as the “foundation” for the school, and “key to our success.”⁷³ But mission statements

⁶⁸ See The Evidence on Charter Schools and Test Scores. The Albert Shanker Institute. Policy Brief (2011). Based on its own research and data compiled by previous studies, the Shanker brief cited longer school days/years as key factors in better student outcomes. See also, Hoxby, C.M., J.L. Kang, and S. Murarka. 2009. “Technical Report: How New York City Charter Schools Affect Achievement.” NBER Working Paper. Cambridge, MA: National Bureau of Economic Research. Another report concluded that the single biggest influence of charter schools on traditional schools was the expansion of programs in traditional schools taking place before or after the traditional school day. (Manhattan Institute for Policy Research Civic Report) Furthermore, this County’s Grand Jury found in 2009 that one of the most important factors for a school’s success was an “extended school day with extra time to reinforce curriculum”. (What Grades are the Charter Schools in East Palo Alto Earning?” San Mateo County Civil Grand Jury Final Report (2009)).

⁶⁹ Educational leaders from all consistently cited a need for longer school days, with non-charter superintendents suggesting teacher hours of 8:00-5:00 or even 7:30-6:00. Charter school leaders repeatedly named longer school days as key to their success model. Certain Grand Jury interviewees were careful to note, however, extending the school day or school year could cause an adverse reaction in families who believe their students are already performing well.

⁷⁰ Creativity and innovation are not tied to school size. Smaller schools (like many charters) may be able to move more quickly or nimbly. But larger schools (like many non-charters) may have more resources to fund their creativity. One charter school leader in the county pegged their school(s) success in part to thinking creatively, but clarified that it was not based on charter status: “it’s based the way we behave”. “We could do those things even if we were not a charter” organization. With that said, not every interviewee tied creativity generally to success. Union representatives cautioned against moving too quickly, and certain researchers noted that many successful schools follow a more traditional, “1950s Wonderbread® model.”

⁷¹ As stated by one district leader, “Most kids will be doing jobs not yet invented today.” See also the San Carlos School District Strategic Plan 2013-2018: “In order to prepare [students] for the future and yet undefined careers...”.

⁷² See, e.g.: The Albert Shanker Institute policy brief (citing as a key factor in better student outcomes mission statements based on academic achievement); and Graduate School of Education (stating that good schools exhibit “a stunning clarity of mission. Teachers, administrators, families, and students in these schools all articulate the mission of their school with clarity of common language and shared beliefs. Nothing is ambiguous about the work of these schools; no one works at cross purposes.”).

⁷³ As explained by the leader of one charter organization, “Everyone understands the intent of the mission. It’s in every school and in every teacher lounge.” Another school noted that in the teacher hiring process, they “evaluate for philosophical match” with the mission statement. Researchers interviewed in connection with this report echoed that sentiment, stating that success can depend in large part on a “huge consistency in school culture”.

must not just be words on a piece of paper. As stated by one educational leader in this county, there must be “unity of mission” and “a shared vision throughout the organization.” Accomplishing this goal begins with a strong and empowered leader.

- Increase focus on student progress. School leaders interviewed by the Grand Jury stressed the importance of frequent, data-based student assessments (as often as every two weeks). These same leaders also cited the importance of personalized (or differentiated) instruction, along with dedicated advisory programs and a commitment to provide each student with an adult mentor whom the student knows is on his or her side.⁷⁴ The concept of “student focus” should also include environments outside the school, including efforts to involve families in supporting the student’s progress.⁷⁵

FINDINGS

- F1. Charter schools and charter school organizations in San Mateo County are not actively sharing information with traditional public schools in the County.
- F2. No formalized, efficient avenue exists in the County for sharing of information between charter and non-charter schools, and in particular the County Office of Education is not adequately facilitating such sharing of information.
- F3. The California Education Code does not restrict a school’s ability to be successful or to implement policies or practices leading to better student outcomes.
- F4. Underlying contentions between administrators and teachers at charter and traditional public schools, as well as between school administrators and teachers’ unions, stand in the way of constructive collaboration beneficial to students in this county.
- F5. Longer teaching cycles (whether in the form of longer school days or longer school years) are likely to benefit students in San Mateo County.

RECOMMENDATIONS

- R1. By December 31, 2014 utilize the monthly superintendents’ meetings with the County Office of Education to develop and implement a written protocol to create more robust communication among the leaders of charter and traditional public schools, including but not limited to determining a method for including charter school leaders in relevant meetings of leaders of non-charter schools and districts.

⁷⁴ One charter school official noted that “every student meets with their mentor at least every week.” And a county-level education leader stated that “Kids need to know that there is at least one adult who knows them and cares about them.” Researchers interviewed by the Grand Jury expressed similar opinions, tying schools’ success in part to the idea that “every kid can learn” and “learning can be fun.”

⁷⁵ Both charter and non-charter leaders were consistent in stressing the importance of home environments which share common goals with the schools. One local principal was lauded by a superintendent for hiring a coordinator specifically to work on family outreach. Another district leader called parent involvement “key” and opined that once you have that family encouragement and support, better student outcomes “are like shooting fish in a barrel.”

- R2. By December 31, 2014 develop in each County school district a plan to determine the viability of extending the school day.
- R3. By December 31, 2014 develop in each County school district a plan to determine the viability of extending the school year.
- R4. By December 31, 2014 develop, at a district level, detailed mission statements which include quantifiable goals designed to produce better student outcomes. Mission statements will be posted on a publicly accessible website.

REQUEST FOR RESPONSES

Pursuant to Penal Code section 933.05, the Grand Jury requests responses to the recommendations in this report as follows in accordance with the time periods set forth in Penal Code section 933(c):

From the following governing bodies:

- For each of the charter schools listed in Appendix A, the governing board of each such charter school
- The governing board of each San Mateo County school district
- The Board of Trustees of the San Mateo County Office of Education
- Each San Mateo County school district

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to the notice, agenda and open meeting requirements of the Brown Act.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

RESOLUTION NO. 1522
GOVERNING BOARD OF THE SEQUOIA UNION HIGH SCHOOL DISTRICT

RESOLUTION DECLARING RESULTS OF SCHOOL BOND ELECTION
HELD JUNE 3, 2014

WHEREAS, by proceedings duly had and taken, a school bond election (the “election”) was held in Sequoia Union High School District (the “District”) within the County of San Mateo (the “County”), State of California, on June 3, 2014, pursuant to a resolution and order duly passed by this Board of Trustees on March 5, 2014 (the “Resolution”), and notice duly given, at which election there was submitted to the electors of the District a measure authorizing the District to incur bonded indebtedness; and

WHEREAS, the Registrar of Voters of the County has duly canvassed the returns of the election as required by law and the Resolution and has filed with this Board of Trustees a statement of all votes cast at the election showing the whole number of votes cast in the District and the whole number of votes cast for and against said Measure A in the District and in each of the respective consolidated election precincts therein and by absent voters, and also filed, attached to said statement, an official certificate as to the correctness of said statement; and

WHEREAS, a form of certificate describing all proceedings had and taken in the election has been submitted to this Board of Trustees, and is on file with the Clerk of the Board;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SEQUOIA UNION HIGH SCHOOL DISTRICT, AS FOLLOWS:

1. All of the above recitals are true.
2. At the election, a measure for incurring bonded indebtedness was submitted to the electors of the District. The Measure A as summarized pursuant to Elections Code Section 13247; the official summary of the measure appears below.

To support high quality education and upgrade local high schools with funding that cannot be taken by the state by adding classrooms, science labs, and schools to avoid overcrowding; provide updated classroom technology, labs, and career technical facilities; renovate aging classrooms and repair, construct, or acquire equipment, classrooms, and facilities, shall Sequoia Union High School District issue \$265 million in bonds at legal rates, with independent oversight, annual audits, no money for administrators' salaries, and all funds staying local.

3. The certified statement of results of the election (“Statement of Election Results”) by the Registrar of Voters is hereby received, confirmed, approved, and entered upon the minutes of this meeting.
4. All absentee votes have been duly received and canvassed in time, form and manner as required by law.
5. The total number of votes cast for and against said measure at the election, including absentee votes, are as follows:

Bond Measure

	<u>Yes</u>	<u>No</u>
Total Votes	22,995	12,052

6. At least 55% of all the votes cast at the election on said Measure A were in favor of said measure and this Board hereby declares said measure approved.
7. The Superintendent of Schools of the County is hereby requested to send a copy of the Statement of Election Results to the Board of Supervisors of the County.
8. All proceedings had in the premises are hereby certified by this Board, and the Superintendent of the District is hereby authorized and directed to complete, execute and deliver a Certificate of Election Proceedings (in substantially the form attached hereto as Exhibit A), to the Board of Supervisors of the County.

PASSED AND ADOPTED this 13th day of August 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Trustees
of the Sequoia Union High School District

Attest:

Secretary of the Board of Trustees
of the Sequoia Union High School District

SECRETARY'S CERTIFICATE

I, James Lianides, Secretary of the Board of Trustees of the Sequoia Union High School District, County of San Mateo, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of the District duly and regularly held at the regular meeting place thereof on August 13, 2014, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was present; and at that meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before said meeting at 480 James Avenue, Redwood City, California, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda. A copy of the agenda is attached hereto.

I have carefully compared the same with the original minutes of the meeting on file and of record in my office. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this ____ day of August 2014.

James Lianides,
Secretary of the Board of Trustees
Sequoia Union High School District

EXHIBIT A

SEQUOIA UNION HIGH SCHOOL DISTRICT
CERTIFICATE OF ELECTION PROCEEDINGS
FOR AUTHORIZATION OF SCHOOL BONDS

The undersigned Superintendent of the Sequoia Union High School District (the “District”), on behalf of and as directed by the Board of Trustees of the District (the “Board of Trustees”), does hereby certify to the Board of Supervisors of the County of San Mateo all proceedings had for the authorization of school bonds of the District, as follows:

1. That the Board of Trustees at a regular meeting duly called and held on March 5, 2014, duly and regularly adopted a Resolution Ordering School Bond Election ordering an election be held on the question of authorizing school bonds to be held on June 3, 2014.

2. That on or before March 3, 2014, being no fewer than 88 days before the date of election, the Board of Trustees caused to be delivered to the Registrar of Voters (the “Registrar”) of the County of San Mateo (the “County”) and the Clerk of the Board of Supervisors of the County one or more certified copies of said Resolution Ordering School Bond Election containing specifications of the election order.

3. That within said Resolution Ordering School Bond Election, the Board of Trustees requested the consolidation of said bond election with such other elections as may be held on the same date in territory partly or wholly the same, and thereafter the Board of Supervisors of the County of San Mateo on _____, 2014, ordered the consolidation of said school bond election with an election to be held by the County on June 3, 2014.

4. That on the date of said election, June 3, 2014, a special election was scheduled to be conducted throughout the District.

5. That the Registrar conducted the election on behalf of the Board of Trustees pursuant to all applicable provisions of the Elections Code of the State of California, as certified by the Registrar to the Board of Trustees.

6. That the Board of Trustees, at a meeting duly called and held on August 13, 2014, caused an entry to be made upon its minutes showing the results of said election and declaring that at least 55% of the votes cast thereat were in favor of authorizing said school bonds.

7. That the County Superintendent has certified that she has caused to be delivered to the Board of Supervisors a copy of the Registrar’s certified statement of the results of the election.

Dated: _____, 2014.

[DRAFT – NOT FOR SIGNATURE]
Superintendent of Schools
of the Sequoia Union High School District

RESOLUTION NO. 1523
GOVERNING BOARD OF THE SEQUOIA UNION HIGH SCHOOL DISTRICT

**RESOLUTION CALLING UPON LEGISLATURE TO REPEAL
LOCAL RESERVES CAP**

WHEREAS, School district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, School district governing boards are responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, The Local Control Funding Formula (LCFF), based on the principle of subsidiary, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English learners, from low income households and who are Foster Youth; and

WHEREAS, Funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, School district reserve levels, as well as their fund balances, are determined by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, community funded schools (Basic Aid Districts) receive funds only twice a year and must rely on adequate reserves to manage cash flow for normal daily operations and for future purchases, enrollment growth and unforeseen events, such as fluctuation in the collection of local property tax; and

WHEREAS, the statutory minimum for school district reserves for economic uncertainties ranges from 1 to 5 percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, Prudent budgeting raises expectations for school districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, the governing board of the Sequoia Union High School District currently maintains a projected reserve of approximately 13.7% for purposes of addressing fluctuations in the collection of local property tax, higher than anticipated student enrollment, additional funding for the implementation of the Common Core Standards, funding for unforeseen facilities deferred maintenance needs, and to maintain fiscal solvency and an acceptable credit rating; and

WHEREAS, On June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), the so-called education budget trailer bill; and

WHEREAS, SB 858, Sec. 27, requires school districts to spend their assigned and unassigned account balances down to no more than two to-three times the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account; and

WHEREAS, Under SB 858 a deposit by the State of California of even \$1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and

WHEREAS, It could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

WHEREAS, The LCFF is not fully implemented, many school districts are still funded below their 2007-08 levels, and districts cannot survive another downturn without fiscally responsible reserves; now, therefore, be it

BE IT RESOLVED, That the Board of Trustees of the Sequoia Union High School District calls upon the Legislature and the Governor to repeal or substantially change the language contained in Sec. 27 of SB 858 (Chapter 32, Statutes of 2014) immediately.

PASSED AND ADOPTED this 13th day of August 2014 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT"

President of the Board of Trustees
of the Sequoia Union High School District

ATTEST:

Secretary of the Board of Trustees
of the Sequoia Union High School District

RESOLUTION NO. 1524
GOVERNING BOARD OF THE SEQUOIA UNION HIGH SCHOOL DISTRICT

**RESOLUTION IN SUPPORT OF CLOSING THE
COMMERCIAL PROPERTY LOOPHOLE**

WHEREAS, voters in the state of California approved Proposition 13 in 1978; and

WHEREAS, Proposition 13 created limits on the property taxes paid by residential and commercial properties; and

WHEREAS, residential and commercial property values in California are reassessed upon change of ownership; and

WHEREAS, on average California residential property changes hands every 10 years while change of ownership for commercial property is far more complicated and therefore generates reassessments less often; and

WHEREAS, commercial property owners are able to avoid reassessment of their property by limiting the portion of ownership that changes hands to ensure that no single party owns more than 50 percent; and

WHEREAS, property taxes are a stable funding source for public schools; and

WHEREAS, since the passage of Proposition 13, the State of California has assumed a greater role in the funding of public schools; and

WHEREAS, since the State of California has assumed a greater role in the funding of public schools, per-pupil support has declined from the top 10 in the nation to the bottom 10; and

WHEREAS, Proposition 13 is anti-competitive in that new entrepreneurs and businesses must pay fair market value for their property, while commercial property owners who have owned their property for a longer time pay disproportionately lower property tax rates; and

WHEREAS, public schools in California face challenges in providing an equitable and fair education for a student population with vast differences in language, poverty, parental education level, and other social, educational and economic factors; and

WHEREAS, regularly reassessing non-residential property would, according to an analysis of data provided by the California Board of Equalization, generate at least \$6 billion in additional revenue for public schools and other public services; therefore

BE IT RESOLVED, that the Sequoia Union High School District Board of Trustees supports efforts to modify how the value of commercial properties in California are reassessed to allow for more regular and fair commercial property value reassessment while maintaining Proposition 13 protections for residential properties and small businesses;

BE IT FURTHER RESOLVED, that tax revenues generated by modernizing how commercial property is reassessed benefit local schools and not accrue to the State of California as General Fund savings, and

BE IT FURTHER RESOLVED, that the Sequoia Union High School District supports this effort and will communicate this position to local elected officials including members of the San Mateo County Board of Supervisors, city councils, senators, and Assemblymembers.

PASSED AND ADOPTED this 13th day of August 2014 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT"

President of the Board of Trustees
of the Sequoia Union High School District

ATTEST:

Secretary of the Board of Trustees
of the Sequoia Union High School District



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

☒ Original Declaration of Need for year: 2014-2015

☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: SEQUOIA UNION HIGH SCHOOL DISTRICT District CDS Code: 69062

Name of County: SAN MATEO County CDS Code: 41

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 13 / 14 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2015.

Submitted by (Superintendent, Board Secretary, or Designee):

DAVID REILLY

Name

650-306-8868

Fax Number

Signature

650-369-1411 X22222

Telephone Number

ASST. SUPERINTENDENT, HR

Title

August 6, 2014

Date

480 JAMES AVENUE, REDWOOD CITY, CA 94062

Mailing Address

DRIELLY@SEQ.ORG

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2015.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

DAVID REILLY

ASST. SUPERINTENDENT, HR

Name
650-306-8868

Signature
650-369-1411 X22223

Title

Fax Number

Telephone Number

Date

480 JAMES AVENUE, REDWOOD CITY, CA 94062

DREILLY@SEQ.ORG

Mailing Address

E-Mail Address

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD (applicant already holds teaching credential)

15

BCLAD (applicant already holds teaching credential)

0

List target language(s) for BCLAD:

Resource Specialist

Teacher Librarian Services

Visiting Faculty Permit

0

0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in multiple subject and single subject areas.

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	5
TOTAL	5

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. Internships are handled through Commission-approved programs; below

Does your agency participate in a Commission-approved college or university internship program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.

Chapman University; Alliant University; National University; CSU, Sacramento

Notre Dame De Namur, CSU, San Francisco

If no, explain why you do not participate in an internship program.

