San Juan Unified School District
Regular Meeting of the Board of Education
3738 Walnut Avenue, Carmichael, CA 95608

Tanya Kravchuk, President
Manuel Perez, Vice President
Nick Bloise, Clerk
Pam Costa, Member
Zima Creason, Member
Ben Avey, Member
Afzal Rashid, Member

Board of Education Agenda
November 17, 2026

PUBLIC PARTICIPATION GUIDELINES

Board of Education meetings are held in person in the board room located at 3738 Walnut Avenue, Carmichael, California. Alternatively, you can view the board meeting virtually via livestream from a computer, mobile device or tablet at https://www.sanjuan.edu/boardmeeting.

The full agenda packet is available on the district website at https://www.sanjuan.edu/boardagendas. The district has taken the following steps to assist the public in offering public comment:

1. In Person Public Comment. Public comment may be offered in person during the board meeting at the district office located at 3738 Walnut Avenue, Carmichael, California. Board Bylaw 9323 limits visitor comments to two (2) minutes per speaker, with no more than 30 minutes per single topic. Time will be extended for any speaker who uses an interpreter. Please be aware that public comments, including your name, become part of the public record.
2. Online Submission of Public Comment. Members of the public may submit written comments by using the comment form located on the district website at https://www.sanjuan.edu/boardmeeting. If you wish to submit a written comment on more than one agenda item, please submit a separate form for each item on which you are commenting. Written comments are limited to 1,500 characters. Comments will be provided to the members of the board.

A. OPEN SESSION/CALL TO ORDER/ANNOUNCEMENT OF CLOSED SESSION TOPICS - 5:15 p.m.

1. Visitor Comments (for closed session agenda items only)
   Board Bylaw 9323 limits visitor comments to two (2) minutes per speaker, with no more than 30 minutes per single topic. Time will be extended for any speaker who uses an interpreter. Public comments, including your name, become part of the public record.

B. CLOSED SESSION - 5:15 p.m.

1. Collective bargaining matters – discussion with negotiator Daniel Thigpen, Executive Director, Labor and Government Relations, regarding CSEA Chapter 127 General/Operations support, Chauffeurs/Teamsters Local No. 150 Transportation, Supervisors, Teachers and Certificated Supervisory units, and regarding non-represented groups: management and confidential units (Government Code section 54957.6).
2. Personnel matters (Government Code section 54957).
   a. Superintendent's goals for 2026-2027.
3. Conference with legal counsel - anticipated litigation (Government Code section 54956.9(d)(4)).
   a. Initiation of litigation: one potential case.

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

D. APPROVAL OF MINUTES

1. Minutes - October 27, 2026, regular meeting

   Action: The superintendent is recommending that the board approve the minutes for October 27, 2026, regular meeting, pages 2801-2805.

E. RECOGNITION - 6:35 p.m.

1. Resolution Honoring Board Member Zima Creason

   Action: The superintendent is recommending that the board adopt Resolution No. A-473 recognizing Board Member Zima Creason for her eight years of service to San Juan Unified School District.

F. ORGANIZATIONS/ANNOUNCEMENTS - 6:40 p.m.

1. High School Student Council Reports
2. Staff Reports
3. Board-appointed/District Committees
4. Employee Organizations
5. Other District Organizations
6. Closed Session/Expulsion Actions (Government Code section 54957.1)

G. VISITOR COMMENTS - 6:50 p.m.

Board Bylaw 9323 limits visitor comments to two (2) minutes per speaker, with no more than 30 minutes per single topic. Time will be extended for any speaker who uses an interpreter. Public comments, including your name, become part of the public record.

H. CONSENT CALENDAR - 7:20 p.m.

Action: The administration recommends that the consent calendar, H-1 through H-9, regarding regular business items, be approved. Any item may be removed for further discussion and separate action following consideration of remaining agenda items.

1. Personnel Report

   The superintendent is recommending that the board approve the personnel report and related items – appointments, leaves of absence and separations.

2. Purchasing Report

   The superintendent is recommending that the board approve the purchasing report which includes: purchase order, service agreements, and contracts; change orders/amendments; construction and public works bids and contracts; piggyback contracts; zero dollar contracts; and bids/RFPs.

3. Surplus Property

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

4. Gifts

   The superintendent is recommending that the board accept the list of gifts.

5. 2027-28 Legislative Principles and Priorities

   The superintendent is recommending that the board adopt the 2027-28 Legislative Principles and Priorities. (Discussed: 10/27/2026).

6. Visions In Education Charter School Name Change

   The superintendent is recommending that the board approve the name change for Visions In Education Charter School from “Visions In Education” to “Visions In Education-Sacramento.”

7. San Juan High School Science Modernization Project Lease Amendment No. 3

The superintendent is recommending that the board adopt Resolution No. 4288, approving the third amendment to the lease for the San Juan High School Science Modernization Project (the "Project") between San Juan Unified School District and Core West, Inc.

8. Lease-Leaseback Contract Award for the Laurel Ruff Transitional School Modernization Project

The superintendent is recommending that the board adopt Resolution No. 4287, awarding the lease-leaseback contract for Laurel Ruff Transitional School Modernization Project (the "Project") to S+B James Construction California, Inc. pursuant to Education Code section 17406.

9. Lease-Leaseback Contract Award for the Orange Grove Interim Housing Project

The superintendent is recommending that the board adopt Resolution No. 4289, awarding the lease-leaseback contract for Orange Grove Interim Housing Project (the "Project") to S+B James Construction California, Inc. pursuant to Education Code section 17406.

I. CONSENT CALENDAR (continued, if necessary)

Discussion and action on the items removed from the consent calendar.

J. BUSINESS ITEMS

1. **Certification of Rio Americano High School Stadium Improvements Project Environmental Impact Report (EIR), Adoption of Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (Camarda) - 7:25 p.m.**

Action: The superintendent is recommending that the board adopt Resolution No. 4290, certifying the Environmental Impact Report ("EIR") (SCH#2026010094) for the Rio Americano High School Stadium Improvements Project, Adopting the CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program ("MMRP"), and Authorizing the Filing of the Notice of Determination ("NOD") under the California Environmental Quality Act ("CEQA").

2. **Approval of Rio Americano High School Stadium Improvements Project and Zoning Exemption from the Zoning Ordinances of the County of Sacramento (Camarda) - 7:55 p.m.**

Action: The superintendent is recommending that the board adopt Resolution No. 4291, approving the Rio Americano High School Stadium Improvements Project ("Project") and exempting the Project from the zoning ordinances of the County of Sacramento pursuant to Government Code, section 53094.

3. **Public Hearing No. 2: Gateway International School Charter Renewal Petition (Oaxaca) - 8:25 p.m.**

Public Hearing/Action: The superintendent is recommending that the board hold a public hearing and approve the Gateway International School Charter School Renewal Petition for a term of five years from July 1, 2027, through June 30, 2032. The term for this charter will expire on June 30, 2027, unless approved for renewal by the Board of Education.

4. **New Board Policy 5141.5 Mental Health (Oaxaca) - 8:35 p.m.**

Discussion: The superintendent is recommending that the board discuss the proposed new Board Policy 5141.5 Mental Health. Action anticipated: 12/15/2026.

5. **Tentative Agreement Between San Juan Unified School District (District) and the San Juan Teachers Association (Association) (Thigpen) - 8:50 p.m.**

Action: The superintendent is recommending that the board approve the San Juan Teachers Association tentative agreement with the San Juan Unified School District.

6. **Presentation of Teamsters Local Union No. 150 Contract Successor Proposal to San Juan Unified School District (Thigpen) - 8:55 p.m.**

   Discussion: The bargaining interests of the Teamsters Local Union No. 150 are presented for discussion pursuant to Government Code Section 3540 et seq. and district Board Policy 4243.1.

7. **San Juan Unified School District Initial Bargaining Proposal/Interests for Successor Contract Negotiations with the Teamsters Local No. 150 (Thigpen) - 9:00 p.m.**

   Public Comment/Action: The superintendent is recommending that the board adopt, pursuant to Government Code section 3540 et seq. and district Board Policy 4243.1, the bargaining interests with the Teamsters Local No. 150 (Teamsters).

8. **Revisions to Board Bylaw 9220: Governing Board Elections (Allen) - 9:05 p.m.**

   Discussion: The superintendent is recommending that the board discuss proposed revisions to Board Bylaw 9220: Governing Board Elections. Action anticipated: 12/15/2026.

9. **Set Annual Organizational Meeting (Board) - 9:10 p.m.**

   Action: The superintendent is recommending that the board set Tuesday, December 15, 2026, at 6:30 p.m., as the date and time for the annual organizational meeting.

K. BOARD REPORTS - 9:15 p.m.

L. FUTURE AGENDA - 9:20 p.m.

1. Tentative future agenda items

   The board may wish to identify items to be discussed at future meetings and the reasons therefore.

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

N. ADJOURNMENT - 9:25 p.m.

NOTE: The times indicated are approximate.

The Board of Education welcomes and encourages the public's participation at the board meetings and has devoted time throughout the meeting for that purpose. You may comment on items included on this agenda; however, we ask that you limit your comments to two (2) minutes, so that as many people as possible may be heard (Education Code section 35145.5, Government Code section 54954.3).

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

Translation and interpretation services will be made available upon request with advance notice. If you wish to utilize these services, please notify the Board of Education office at (916) 971-7111, or email stephanie.cunningham@sanjuan.edu, at least 24 hours before the scheduled board meeting to allow for the scheduling of appropriate translation staff and other resources.

Mission Statement

We partner with our San Juan Unified community in setting high expectations for academic achievement rooted in equity and unity to create supportive learning experiences in which all students, families and staff can excel and thrive.

San Juan Unified Land Acknowledgement

The San Juan Unified School District acknowledges that our schools are located on the ancestral lands of the Nisenan and Miwok peoples, who continue to care for this land as they have since time immemorial. We deeply respect their ongoing connection to this land and recognize their resilience in preserving and revitalizing their cultures and traditions despite historical and ongoing challenges.

We recognize the profound injustices endured by their ancestors, including genocide, forced assimilation, and displacement, and we remain aware of the ongoing challenges and injustices they face today. As we advance in our commitment to equity and inclusion, we pledge to strengthen our connections by fostering a culture of understanding, respect, and active collaboration with their communities.

San Juan Unified School District
Board of Education
3738 Walnut Avenue, Carmichael, California 95608

Board of Education Minutes
October 27, 2026

Regular Meeting
Board of Education
5:15 p.m.

Open Session/Call to Order (A)
At 5:20 p.m., the October 27 regular meeting was called to order by the president, Tanya Kravchuk. The board meeting was held in person and was also livestreamed on the district website.

Roll Call
Present:
Tanya Kravchuk, president
Manuel Perez, vice president
Nick Bloise, clerk
Zima Creason, member
Pam Costa, member
Ben Avey, member
Afzal Rashid, member

Announcement of Closed Session Topics/Closed Session Visitor Comments (A-1)
There were no closed session visitor comments.

Closed Session (B)
The meeting was then recessed with the board convening in closed session to discuss collective bargaining matters – discussion with negotiator Daniel Thigpen, Executive Director, Labor and Government Relations, regarding CSEA Chapter 127 General/Operations support, Chauffeurs/Teamsters Local No. 150 Transportation, Supervisors, Teachers and Certificated Supervisory units, and regarding non-represented groups: management and confidential units (Government Code section 54957.6); and to discuss one personnel matter – superintendent's goals for 2026-2027 (Government Code section 54957).

Reconvene Open Session/Pledge of Allegiance (C)
At 6:30 p.m., the October 27 regular meeting was called back to order by the president, Tanya Kravchuk. Four members of the Casa Roble Fundamental High School Jr. ROTC led the group in the Pledge of Allegiance.

Minutes Approved (D)
It was moved by Mr. Perez, seconded by Ms. Costa, that the minutes of the October 13 regular meeting be approved. MOTION CARRIED 6-0-1 [AYES: Kravchuk, Perez, Bloise, Creason, Costa, Avey; NOES: None; ABSTAIN: Rashid].

Recognition: National School Psychology Week (E-1)
It was moved by Ms. Creason, seconded by Ms. Costa, to adopt Resolution No. A-472 proclaiming the week of November 2-6, 2026, as National School Psychology Week. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

DRAFT

High School Student Council Reports (F-1)
Student Representatives Damaris Gonzalez and Majd Mhawesh from San Juan High School and Will Lockefeer and Maryn Porter from Laurel Ruff Transitional School updated the board on the goals, activities and achievements at their respective schools.

Closed Session/Expulsion Actions (F-6)
There were no closed session actions to report.

Visitor Comments (G)
Philip Vercruyssen expressed concerns regarding the stadium project at Rio Americano High School.

Candice Heinz expressed concerns regarding the stadium project at Rio Americano High School.

Joe Selewicz expressed concerns regarding the stadium project at Rio Americano High School.

Claire Collins expressed support for the stadium project at Rio Americano High School.

Heidi Collins expressed support for the stadium project at Rio Americano High School.

Roxanne Stellmacher expressed support for the stadium project at Rio Americano High School.

Dale Vaira expressed concerns regarding the stadium project at Rio Americano High School.

Julie Gabele expressed concerns regarding the stadium project at Rio Americano High School.

Barbara Dugal proposed constructing a STEAM center at Rio Americano High School.

Betsy Weiland spoke about the partnership between the Save the American River Association and Rio Americano High School.

Shauna Cvetovac expressed support for the stadium project at Rio Americano High School.

Renietta Dias expressed support for the stadium project at Rio Americano High School.

Todd Wixom expressed support for the stadium project at Rio Americano High School.

Alina Nassim expressed support for the stadium project at Rio Americano High School.

Maureen Morris expressed support for the stadium project at Rio Americano High School.

It was moved by Ms. Creason, seconded by Mr. Bloise, to extend public comment by another 30 minutes. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

DJ Waldow expressed support for the stadium project at Rio Americano High School.

Lori Parrington expressed support for the stadium project at Rio Americano High School.

Consent Calendar Approved (H-2/H-4 through H-7)
Superintendent Bassanelli pulled item H-1, and Mr. Avey pulled item H-3. It was moved by Mr. Bloise, seconded by Mr. Avey, that the consent calendar items H-2 and H-4 through H-7 be approved. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

Purchasing Report (H-2)
Change orders/amendments and piggyback contracts – approved as submitted.

Notices of Completion (H-4)
Notices of completion – approved as submitted.

Gifts (H-5)
Acceptance of gift to Camp Winthers.

Consolidated Application (H-6)
Approval of the submission of the 2026-2027 Consolidated Application for Funding to the California Department of Education (CDE) and State Board of Education (SBE).

Ratification of Committee Members (H-7)
Ratification of the appointment of two new committee members.

Consent Calendar Continued (I) (H-1 and H-3)
Personnel Report (H-1) – Appointments, leaves of absence, separations and errata.
Superintendent Bassanelli clarified that a clerical error appeared in the personnel report on page 14 of the published board packet. Under the separations section, employees Samantha Carson and Andrea Higginbotham were incorrectly listed under the heading "Certificated Supervisory." Their correct classification is "Certificated." Superintendent Bassanelli noted that this correction does not change the employees identified, their separation dates, or the action being recommended to the board; it simply ensures that the personnel report accurately reflects their employment classifications. A corrected copy of the personnel report has been prepared and is available for public review in the superintendent's office. Superintendent Bassanelli requested that the board approve item H-1 with the correction incorporated into the official record. It was moved by Ms. Costa, seconded by Mr. Avey, that the consent calendar item H-1 be approved as corrected. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

Financial Report (H-3) - Warrants and payroll.
Mr. Avey noted the significant investments made through Measure P, as reflected in the report.
It was moved by Mr. Avey, seconded by Mr. Bloise, that the consent calendar item H-3 be approved as submitted. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

Data Review English Language Arts/Mathematics CAASPP (J-1)
Deputy Superintendent of Schools and Student Support Timothy Chip Dale, Ed.D., introduced Assistant Director of Assessment, Evaluation and Planning Christopher Smith who provided an overview of the 2025–26 English language arts (ELA) and mathematics results from the California Assessment of Student Performance and Progress (CAASPP) for students in grades 3-8 and grade 11. Mr. Smith presented the data using two measures: (1.) the percentage of students who met or exceeded grade-level standards and (2.) student growth toward and beyond grade-level standards, measured by Distance from Proficiency (DFP). Overall, ELA scores remained stable, while mathematics scores improved slightly, with notable gains among certain subgroups and grade levels. Dr. Dale shared information about key initiatives and next steps.

Board members made comments and posed questions, which staff addressed. Mr. Avey noted that the reports are becoming clearer with the data presented and expressed interest in the upcoming literacy report. Mr. Rashid acknowledged the complexity of the work and inquired about academic supports, foster youth and the availability of school-site data. Ms. Costa recognized progress in several areas and expressed interest in reviewing the full California School Dashboard results. Ms. Creason expressed appreciation for the successes highlighted and optimism about the new initiatives. Mr. Bloise noted the successes at Mesa Verde High School in both ELA and mathematics. Ms. Kravchuk commented on variations in testing group sizes, grade-level scores in both ELA and mathematics, and supports for long-term English learners (LTELs).

New Board Policy 5141.5 Mental Health (J-2)
Assistant Superintendent of Educational Services, Harvey Oaxaca, Ed.D., presented information regarding the newly proposed Board Policy 5141.5 Mental Health. Dr. Oaxaca explained that the proposed policy reflects updates to Education Code 49428.2, as added by Senate Bill 153, which requires the governing board of any district serving students in grades 7-12 adopt a policy on referral protocols for addressing student behavioral health concerns. Dr. Oaxaca further explained that the proposed policy also includes language related to information and training, the display of a student mental health poster for grades 6-12 and referrals and counseling. Dr. Oaxaca noted that although the proposed policy is new, many of the processes and practices it outlines have been in place in San Juan Unified for many years.

Board members made comments and posed questions, which Dr. Oaxaca and Director of Student Support Services Dominic Covello addressed. Mr. Rashid expressed appreciation for building on established practices and inquired about communication with families, training, referrals, confidentiality and telehealth. Ms. Creason encouraged the use of anti-stigma materials in the training curriculum. Mr. Avey spoke about the 988 Suicide & Crisis Lifeline and the development and use of materials to reduce stigma. Ms. Kravchuk commented on the related draft administrative regulation, telehealth, parent training, the student mental health poster, consent and implementation. Additional discussion, followed by possible action, was scheduled for November 17.

Public Hearing No. 1: Choices Charter School Renewal Petition (J-3)
Assistant Superintendent of Educational Services, Harvey Oaxaca, Ed.D. presented the item and introduced Choices Charter School Principal Brent Givens, who gave a presentation about the charter school, including demographics, academic outcomes, continuous improvement and next steps. Ms. Kravchuk declared the topic of the Choices Charter School renewal petition a public hearing and invited the public to speak. There being no comments from the public, Ms. Kravchuk declared the public hearing closed. Board members made comments and posed questions, which Mr. Givens addressed. Action was scheduled for January 26.

Public Hearing: Resolution No. 4277 Conveyance of Temporary Easement at Gateway Community Charter (Winterstein School Site) to Golden State Water Company (J-4)
Chief Operations Officer Frank Camarda presented the item. Ms. Kravchuk declared the topic of conveying a temporary easement at Gateway Community Charter (Winterstein School Site) to the Golden State Water Company a public hearing and invited the public to speak. There being no comments from the public, Ms. Kravchuk declared the public hearing closed. It was moved by Ms. Creason, seconded by Ms. Costa, to adopt Resolution No. 4277, conveying a temporary easement at Gateway Community Charter (Winterstein School Site) to the Golden State Water Company. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

Public Hearing: Resolution No. 4285 Ralph Richardson Center Modernization Project (J-5)
Mr. Camarda presented the item. Ms. Kravchuk declared the topic of the Ralph Richardson Center modernization project #148-9349-P1 being proposed for submission for funding, as per Education Code section 101460(b), a public hearing and invited the public to speak. There being no comments from the public, Ms. Kravchuk declared the public hearing closed. It was moved by Ms. Creason, seconded by Mr. Avey, to adopt Resolution No. 4285, authorizing and approving project #148-9349-P1. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

Public Hearing: Resolution No. 4283 Laurel Ruff Transitional School Modernization Project (J-6)
Mr. Camarda presented the item. Ms. Kravchuk declared the topic of the Laurel Ruff Transitional School modernization project #163-9495-26CIP being proposed for submission for funding, as per Education Code section 101460(b), a public hearing and invited the public to speak. There being no comments from the public, Ms. Kravchuk declared the public hearing closed. Mr. Avey acknowledged the $60 million investment in special education facilities. It was moved by Mr. Bloise, seconded by Mr. Avey, to adopt Resolution No. 4283, authorizing and approving project #163-9495-26CIP. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

Public Hearing: Resolution No. 4284 Sylvan Middle School New Construction Gymnasium Project (J-7)
Mr. Camarda presented the item. Ms. Kravchuk declared the topic of the Sylvan Middle School new construction gymnasium project #050-9512-26CIP being proposed for submission for funding, as per Education Code section 101460(b), a public hearing and invited the public to speak. There being no comments from the public, Ms. Kravchuk declared the public hearing closed. Mr. Perez acknowledged the need for improvements to the Sylvan Middle School parking lot. It was moved by Mr. Perez, seconded by Ms. Costa, to adopt Resolution No. 4284, authorizing and approving project #050-9512-26CIP. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

Resolution No. 4286: Lease-Leaseback Contract Award for Sylvan Middle School Gym & Classroom Wing Project (J-8)
Mr. Camarda presented the item. It was moved by Mr. Perez, seconded by Ms. Costa, to adopt Resolution No. 4286, awarding the lease-leaseback contract for Sylvan Middle School Gym & Classroom Wing Project to XL Construction Corporation, pursuant to Education Code section 17406. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

2027-2028 Legislative Principles and Priorities (J-9)
Executive Director of Labor and Government Relations Daniel Thigpen presented the item, reviewing several highlights of bills signed during the 2026 legislative session. Mr. Thigpen also reviewed the 2027-28 guiding principles, which directly align to the district's strategic plan; therefore, no changes were proposed. Mr. Thigpen then presented a draft list of the legislative priority areas for discussion in accordance with Board Policy 1160. Mr. Thigpen explained that the four priority areas are intended to guide the district's advocacy efforts during the 2027-2028 legislative session: (1.) accelerate student achievement through adequate, ongoing funding; (2.) bolster the education workforce; (3.) create and enhance safe, inspiring learning environments; and (4.) meet evolving student needs by sustaining growing educational programs. Mr. Thigpen also discussed next steps. Action was scheduled for November 17.

Williams Complaint Report (J-10)
General Counsel Fhanysha Clark Gaddis explained that the district must report on the status of Williams-type complaints filed with the district per Education Code section 35186(d), which requires each school district to publicly report, on a quarterly basis, summarized data on the nature and resolution of all Williams-type complaints. Ms. Gaddis stated that, during the time period from July 1, 2026, through September 30, 2026, there was one Williams-type complaint filed regarding the misassignment of a special education teacher, which was resolved.

District's Initial Bargaining Proposal/Interests for Successor Contract Negotiations with the California School Employees Association, Chapter 127 (J-11)
Mr. Thigpen presented the topic. There were no requests for public comment. It was moved by Mr. Bloise, seconded by Mr. Avey, to adopt, pursuant to Government Code section 3540 et seq. and district Board Policy 4243.1, the bargaining interests of the Board of Education for negotiations with the California School Employees Association (CSEA), Chapter 127. MOTION CARRIED UNANIMOUSLY [Kravchuk, Perez, Bloise, Creason, Costa, Avey, Rashid].

Board Reports (K)
Ms. Costa reported that she visited Cameron Ranch Elementary School, where American River College students were providing intervention support; she attended the San Juan Education Foundation board meeting, where members debriefed the successful Evening with the STARS event; and she acknowledged the passing of Gary Darrow, former San Juan Unified teacher, vice principal and principal who passed away in October.

Future Agenda (L)
There were no items added to the future agenda.

Adjournment (N)
At 9:13 p.m., there being no further business, the regular meeting was adjourned.

_____ _____
Tanya Kravchuk, Board President Melissa Bassanelli, Secretary

Approved: _____
:sc

DRAFT

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **E.1**

MEETING DATE: **11/17/2026**

SUBJECT: Resolution Honoring Board Member Zima Creason

DEPARTMENT: Administration

ACTION REQUESTED:
Action: The superintendent is recommending that the board adopt Resolution No. A-473 recognizing Board Member Zima Creason for her eight years of service to San Juan Unified School District.

RATIONALE/BACKGROUND:
Board member Zima Creason has served on the Board of Education from 2018 to 2026. The board is asked to recognize her many contributions to the students, staff and community of the San Juan Unified School District.

ATTACHMENT(S):
1. Resolution Honoring Outgoing Board Member Zima Creason

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
N/A

PREPARED BY: Trent Allen, APR, Chief of Staff

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

RESOLUTION NO. A-473

Resolution Honoring Zima Creason

WHEREAS, Zima Creason is completing eight dedicated years of service to the San Juan Unified School District Board of Education; and

WHEREAS, Zima has faithfully and with great integrity served on the Board of Education since her election in 2018, bringing a steadfast commitment to equity and student mental health; and

WHEREAS, Zima demonstrated unwavering leadership as she served as board president in 2023, working with fellow board members to engage with families, students, and educators to promote transparency, accountability, and inclusivity; and

WHEREAS, Zima has been a passionate advocate for mental health, special education, and the well-being of all students, helping to create a nurturing environment for learning and growth; and

WHEREAS, Zima has consistently brought an equity mindset and lens to community work, bridging communication between the district and the community, ensuring that diverse voices are represented in decision-making processes; and

WHEREAS, Zima has championed for, encouraged, and supported family and community voices to share their lived experiences, particularly those from underserved and underrepresented communities; and

WHEREAS, Zima provided valuable insights and leadership while serving on nearly every district committee, including the American Indian Education Program Parent Advisory Committee, Local Control and Accountability Plan Parent Advisory Committee, Special Education Community Advisory Committee, District English Learner Advisory Committee, and Citizens' Bond Oversight Committee; and

WHEREAS, Zima has committed her tenure to a deep passion for public service, dedicating countless hours to integrating and enhancing educational resources for students and staff across the district.

NOW, THEREFORE BE IT RESOLVED that the San Juan Unified School District Board of Education hereby expresses its sincere appreciation to Zima Creason for her remarkable service and dedication to the district's students, families, and staff, and we wish her continued success and fulfillment in all future endeavors.

Attested to this 17th day of November 2026

Melissa Bassanelli, Superintendent of Schools

Tanya Kravchuk, President

Manuel Perez, Vice President

Nick Bloise, Clerk

San Juan Unified Board of Education
Sacramento County, California

Pam Costa, Member

Ben Avey, Member

Afzal Rashid, Member

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **H.1**

MEETING DATE: **11/17/2026**

SUBJECT: Personnel Report

DEPARTMENT: Human Resources

ACTION REQUESTED:
The superintendent is recommending that the board approve the personnel report and related items – appointments, leaves of absence and separations.

RATIONALE/BACKGROUND:
The personnel report provides an accounting of recent appointments, leaves of absence, separations, reassignments or changes in work calendar, errata, job description changes, salary range changes, employment contracts and extensions, recommendations on credential and charter school personnel actions.

ATTACHMENT(S):
1. Personnel Report

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
N/A

PREPARED BY: Megan Itza-Smith, Analyst, Human Resources

APPROVED BY: Cloris M. Henry, Ed.D., Interim Chief of Human Resources
Melissa Bassanelli, Superintendent of Schools

1. APPOINTMENTS

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)	
Rehire	Chavez, Osnat	Temp	Teacher Grade 1	Ottomon	10/26/26	02/11/27
Rehire	Clark, Nichole	Prob	Teacher Combo 2-3	Skycrest	08/12/26	
Rehire	Fischer, Lindsey	Prob	Tch- Grad 7/8	Barrett	10/23/26	
Rehire	Rivera, Jaqueline	Prob	Tch- Kindergarten	Howe Avenue	08/12/26	
Rehire	Rodrigues, Brianna	Prob	Teacher Combo TK-K	Coyle	11/02/26	

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Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Aziz, Ragad	Prob	Child Dev Assist-School Age	Sierra Oaks ECE	11/02/26
New Hire	Bigam, Elyssa	Prob	Instructional Assistant III	Ralph Richardson Center	10/19/26
New Hire	Bowers, Saphiya	Prob	Instructional Assistant III	Sierra Oaks	11/02/26
New Hire	Brown, Joshua	Prob	Occupational Therapist	Special Ed- Kenneth	11/10/26
New Hire	Brown, Kiari	Prob	Instructional Assistant III	Arcade	10/14/26
New Hire	Burney, Paris	Prob	Instructional Assistant II	San Juan	11/09/26
New Hire	Ceja, Josselyne	Prob	School Playground Rec Aide	Ottomon	10/19/26
New Hire	Dacasin, Mary Margaret	Prob	Instructional Assistant III	Whitney Avenue	10/19/26
New Hire	DeHaro, Sydney	Prob	Tech Support Spec I	Technology Services	11/02/26
New Hire	Gamboa, Saray	Prob	Expand Learn Prog Asst	Pupil Personnel Services	10/20/26
New Hire	Garcia, Danielle	Prob	Clerk	Thomas Edison	10/26/26
New Hire	Jefferson, Zarii	Prob	School Playground Rec Aide	Cottage	10/14/26
New Hire	Johnsen, Rylee	Prob	School Playground Rec Aide	Gold River	10/13/26
New Hire	Jowaniyah, Layla	Prob	Instructional Assistant II	San Juan	10/19/26
New Hire	Lamons, Tracie	Prob	Nutrition Services Worker I	Earl Legette	10/27/26
New Hire	Martinez, Arleth	Prob	School Playground Rec Aide	Grand Oaks	11/02/26
New Hire	Maxwell, Viviane	Prob	School Playground Rec Aide	Starr King	10/29/26
New Hire	Mccullough, Melody	Prob	Instructional Assistant II	Dyer-Kelly	11/10/26
New Hire	Morley, Kathryn	Prob	School Playground Rec Aide	Gold River	10/19/26
New Hire	Peterson, Irrita	Prob	Nutrition Services Worker II	Garfield	10/13/26
New Hire	Roberson, Maegan	Prob	Instructional Assistant II	Whitney Avenue	10/30/26
New Hire	Romero, Tegan	Prob	School Playground Rec Aide	Lichen	10/20/26
New Hire	Sanchez, Anjelica	Prob	School Playground Rec Aide	Dyer-Kelly	10/14/26
New Hire	Vig, Aden	Prob	Instructional Assistant I	Woodside	11/03/26
New Hire	Walker, Bryce	Prob	School Playground Rec Aide	Grand Oaks	10/26/26
New Hire	Walker, Eve	Prob	Instructional Assistant III	Starr King	11/02/26
New Hire	Wilkins, Layla	Prob	Community Relations Tech	Superintendents Office	10/18/26
New Hire	Yang, Kyle	Prob	Instructional Assistant III	Dyer-Kelly	10/27/26
New Hire	Zandi, Ali	Prob	Nutrition Services Worker I	Bella Vista	10/20/26
Rehire	Ayala, Luis	Prob	Custodian	Harry Dewey	10/15/26
Rehire	Castillo, Catherine	Prob	School Playground Rec Aide	Del Dayo	10/13/26
Rehire	Golden, Natorian	Prob	School Playground Rec Aide	Cowan	10/21/26
Rehire	Kekahu, Kyra	Prob	Risk Management Analyst	Risk Management	10/15/26
Rehire	Lopez, Tara	Prob	Instructional Assistant II	Barrett	10/13/26
Rehire	Martin, Kathie	Prob	School Playground Rec Aide	Orangevale Open	11/02/26
Rehire	Medina-Zuniga, Adriana	Prob	Expanded Learning Prog Asst	Pupil Personnel Services	10/27/26
Rehire	Newton, Johnathan	Prob	Expanded Learning Prog Asst	Pupil Personnel Services	10/27/26
Rehire	Roberts-Frazier, DeAundre	Prob	Bus Driver	Transportation	10/15/26
Rehire	Seaton, Aimee	Prob	Clerk	Ottomon	10/15/26
Rehire	Smethers, Jennifer	Prob	High School Secretary I	El Sereno - Fair Oaks	10/19/26

2. LEAVES OF ABSENCE

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)	
Paid	Davis, Melissa	Prob	Tch-Resource Spec K/12	Mesa Verde	09/08/26	12/31/26
Paid	Lombardi, Elizabeth	Perm	TCH-CDPT	Pershing ECE	09/08/26	12/10/26

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)	
Paid	Alonzo, Laura	Perm	Sr Reports & Records	Encina	09/28/26	12/14/26
Paid	Giri, Shobha	Perm	Payroll Technician I	Payroll	10/05/26	02/11/27
Paid	Matthews, Christopher	Perm	Painter	M&O - Building Maintenance	09/28/26	11/16/26
Paid	Miranda-Llanas, Nancy	Perm	Expanded Learning Site Fac	Pupil Personnel Services	10/01/26	11/11/26
Paid	Swanigan, Amber	Perm	Instructional Assistant III	Cottage	10/12/26	12/17/26

3. SEPARATIONS

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Guido, Valarie	Prob	Tch-Mild/Moderate K/12	Del Paso Manor	10/23/26

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Carrasco, Nathaniel	Prob	Secretary	Special Ed - Kenneth	10/26/26
Resignation	Herrera, Mathew	Prob	Expand Learn Prog Asst	Pupil Personnel Services	10/13/26
Resignation	Martinez, Victoria	Prob	Cultural Comm Spec	Superintendents Office	10/16/26
Resignation	Palmer, Joseph	Perm	Custodian	Arden	10/16/26
Retirement	Murch, Lisa	Perm	Instructional Assistant II	Gold River	10/30/26
Retirement	Silva, Janice	Perm	Intermed Clerk Typist	Grand Oaks	10/30/26
Suspension	CL-688	Perm	Plumber	M&O – Building Maintenance	11/04/26

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **H.2**

MEETING DATE: **11/17/2026**

SUBJECT: Purchasing Report

DEPARTMENT: Fiscal Services

ACTION REQUESTED:
The superintendent is recommending that the board approve the purchasing report which includes: purchase order, service agreements, and contracts; change orders/amendments; construction and public works bids and contracts; piggyback contracts; zero dollar contracts; and bids/RFPs.

RATIONALE/BACKGROUND:
The attached purchasing report lists purchase orders, service agreements, contracts, change orders and amendments to existing agreements as required by board policy and state law for approval.

ATTACHMENT(S):
1. Purchasing Report

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
N/A

PREPARED BY: Laura Fry, Manager, Business Support Services
Mallory Arevalos, Interim Coordinator, Facilities Business & Compliance
Nicholas Arps, Director, Facilities, Construction & Modernization
Joel Ryan, Chief Financial Officer

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

Purchasing Contracts Board Report
Purchase Orders, Service Agreements, and Contracts

October 13, 2026 - November 3, 2026

PO#	Date	Vendor Name	Description	Amount $	Site/ Department
VR27-05359	10/15/2026	Law Offices of Young, Minney	Consultation Services	$ 10,000.00	Choices Charter School
VR27-05380	10/15/2026	IntelliBricks	Academic/Language Support Services	$ 170,250.00	Equity & Student Achievement
VR27-06091	11/3/2026	EAB Global	Advisory and Professional Development Services	$ 128,469.00	Teaching & Learning
VR27-06120	11/3/2026	Future Chevrolet	(1) Chevy 2WD 1500 Double Cab with Standard Bed (4) Chevy 2500 Express Vans (1) Chevy LCF 4500HG Regular Cab	$ 331,700.00	M&O

Purchasing Contracts Board Report
Change Orders/Amendments

October 13, 2026 - November 3, 2026

Purchase Order Amendments

PO#	Date	Vendor Name	Description	Original PO Amount $	Previous Approved C/O Totals $	Current C/O for Approval Amount $	New Contract Amount $	Responsibility
VR26-12484	11/3/2026	Division of the State Architect	DSA Plan/Field Review Application Filing Fee's for the Laurel Ruff MOD Project #163-9495-26CIP	$ 100,000.00	$ -	$ 150,700.00	$ 250,700.00	FAC

Service Agreement Amendments

PO#	Date	Vendor Name	Description	Original PO Amount $	Previous Approved C/O Totals $	Current C/O for Approval Amount $	New Contract Amount $	Responsibility
SA27-00039	11/3/2026	Zen Educate	Additional Instructional Assistant Services	$ 650,000.00	$ 500,000.00	$ 350,000.00	$ 1,500,000.00	316- SPED

Other Contract Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount $	Previous Approved C/O Totals $	Current C/O for Approval Amount $	New Contract Amount $	Responsibility
VR25-09485	11/3/2026	CA Inspection Network, Inc.	Add Landscape & Extend Inspection Services on Encina HS Full Site Renovation 202-9332-P1	$ 199,975.00	$ 99,500.00	$ 83,450.00	$ 382,925.00	FAC
VR25-11330	11/3/2026	AECOM	Additional CEQA Support Services on the Environmental Impact Report for the Rio Americano High School Stadium Project # 208-9513-26CIP	$ 264,815.50	$ 15,000.00	$ 20,184.50	$ 300,000.00	FAC

Lease Amendments/Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount $	Previous Approved C/O Totals $	Current C/O for Approval Amount $	New Contract Amount $	Responsibility

General Contract Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount $	Previous Approved C/O Totals $	Current C/O for Approval Amount $	New Contract Amount $	Responsibility
VR26-12627	11/3/2026	Kiz Construction, Inc.	Final Reconciliation of Construction Contract for the Green Oaks Student Safety Fencing Project #120-9716-P1.	$ 675,000.00	$ -	$ 31,858.00	$ 706,858.00	FAC
VR26-12626	11/3/2026	Kiz Construction, Inc.	Final Reconciliation of Construction Contract for the Cowan Student Safety Fencing Project #109-9716-P1.	$ 485,000.00	$ -	$ 15,417.00	$ 500,417.00	FAC
VR26-12336	11/3/2026	American River Construction, Inc.	Construction Change Order for Additional Unforeseen Scope to Grind and Prep Boys Locker Room Tile Per ASI 03 for the Mira Loma Locker Room Project 205-9495-P3	$ 1,244,000.00	$ -	$ 55,550.00	$ 1,299,550.00	FAC

Purchasing Contracts Board Report
Construction and Public Works Bids and Contracts

October 13, 2026 - November 3, 2026

Upon evaluation of the bids/contracts staff has awarded the following in accordance with all legal guidelines.

General Contract

Fund	Date	PO#	Bid #	Vendor Name	Description	Amount $	Responsibility

Other Contracts

Fund	Date	PO#	Bid #	Vendor Name	Description	Amount $	Responsibility
26	11/3/2026	TBD	NA	Warren Consulting Engineers	Topographic Survey and Underground Utility Location for the El Camino High School Project # 201-9512-P1	$ 128,690.00	FAC
26	11/3/2026	TBD	NA	Kahua, Inc.	Kahua Managed Services Consultant 2-year Agreement	$ 250,000.00	FAC

New Addendum to Master Agreements

Fund	Date	PO#	Bid #	Vendor Name	Description	Amount $	Responsibility

Purchasing Contracts Board Report
Board Pre-Approval
Piggyback Contracts

October 13, 2026 - November 3, 2026

Staff has determined that purchasing through contracts issued by various state agencies will save administrative time and expense, provide favorable pricing, and will be in the best interests of the district. District staff is requesting the Board of Education's authorization to piggyback on the approved bids in accordance with Public Contract Code Section 20118.

Date	Piggyback #, Title	Vendor Name	Description	Term
10/23/26	Sourcewell #081325-NAF	National Auto Fleet	Cars, Vans, SUVs, Trucks, Cab Chassis and Other Vehicles	12/1/25-11/13/29
10/23/26	MCOE Bid 538902	CDW-G	General Hardware and Software	1/1/24-12/31/27
10/23/26	Sourcewell #120122	Mitel	Unified communications	6/2023-3/8/27

Purchasing Contracts Board Report
Board Pre-Approval
Zero Dollar

October 13, 2026 - November 3, 2026

Date	Site/ Department	Vendor Name	Description
11/5/2026	Health Services	Marn DDS - Big Smiles	Dental Services

Purchasing Contracts Board Report
Bids/RFPs

October 13, 2026 - November 3, 2026

Upon evaluation of the bids/RFPs staff has awarded the following in accordance with all legal guidelines.

Date	Bid/RFP #	Vendor Name	Term	Description
11/3/2026	Bid# 27-100	Future Chevrolet	07/01/2026 - 06/30/2027	(6) M&O Vehicles
11/3/2026	CMAS Contract 3-18-84-0054D	ICU Technologies	11/17/2026 - 4/12/2028	Security Software and Hardware

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **H.3**

MEETING DATE: **11/17/2026**

SUBJECT: Surplus Property

DEPARTMENT: Fiscal Services

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

RATIONALE/BACKGROUND:
Board policy requires the superintendent or designee to identify to the board all items not needed by the district, their estimated value and recommended method of disposition. The attached report lists items currently identified as surplus property.

ATTACHMENT(S):
1. Surplus Report

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
N/A

PREPARED BY: Laura Fry, Manager, Business Support Services
Joel Ryan, Chief Financial Officer

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

Board of Education Agenda Item **Attachment 1**
Surplus Property 11/17/2026

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

Location/Site	Make	Model	Description	Fixed Asset / Serial #	Disposition
Arden	Epson		Printer	S/N: NAMY227423	eWaste
Arden	Apple		MacBook Air Laptop	S/N: FVFZP9NMJ9HX	eWaste
Arden	Apple		MacBook Pro Laptop	Asset: 10013437	eWaste
Arden	Apple		MacBook Pro Laptop	Asset: 10013434	eWaste
Arden	Apple		MacBook Pro Laptop	Asset: 10013432	eWaste
Arden	Robo3D		3D Printer	N/A	eWaste
Arden	MakerBot Mini		3D Printer	S/N: M5A002563	eWaste
Arden	MakerBot Mini		3D Printer	S/N: M5A002587	eWaste
Casa	Dell		Monitor	S/N: 0kHong	eWaste
Casa			Overhead Projectors	Asset: 20178854	eWaste
Casa			Overhead Projectors	Asset: 20182675	eWaste
Casa			Projector	Asset: 20181753	eWaste
Casa	HP	LaserJet	Printer	S/N: P1606DN	eWaste
Charles Peck	BENQ		Projector	Asset: 20175734	eWaste
Charles Peck	AverVision		Document Camera	Asset: 20190027	eWaste
Charles Peck	AverVision		Document Camera	Asset: 20175689	eWaste
Charles Peck	AverVision		Document Camera	S/N: 5310959100219	eWaste
Charles Peck	AverVision		Document Camera	S/N: 5355212030P	eWaste
Charles Peck	Canon		Printer	Asset: 20175044	eWaste
Charles Peck	HP	LaserJet Color	Printer	S/N: VNB3K04286	eWaste
Charles Peck	SunBeam		Microwave	S/N: TS1B19050100932	Dispose
Charles Peck	IPEVO		Document Camera	S/N: 331926VAB02678	eWaste
Charles Peck	TASKalfa		Kyocera Copier	S/N: NES2719282	eWaste
Dyer Kelly	HP	Laser Jet Pro M 404n	Printer	S/N: VNG3F02577	eWaste
Dyer Kelly	ELMO	Model TT-02s	Document Camera	S/N: 106562	eWaste
Dyer Kelly		HSV229 HD	Document Camera	N/A	eWaste
El Camino			Piano	N/A	Disposed
El Camino			Old Piano	N/A	Dispose
El Camino	NEC		Projector	Asset: 2017964	eWaste
El Camino	NEC		Projector	Asset: 20180635	eWaste
El Camino	NEC		Projector	S/N: 7500399ed	eWaste
El Camino	NEC		Projector	S/N: 0801636EF	eWaste
El Camino	NEC		Projector	Asset: 20180574	eWaste
El Camino	NEC		Projector	S/N: PD72H02478000	eWaste
El Camino	NEC		Projector	S/N: 9200774EC	eWaste
El Camino	NEC		Projector	Asset: 20180578	eWaste
El Camino	NEC		Projector	Asset: 20179510	eWaste
El Camino	NEC		Projector	Asset: 20180620	eWaste
El Camino	NEC		Projector	Asset: 20179498	eWaste
El Camino	NEC		Projector	S/N: 270059IEE	eWaste
El Camino	NEC		Projector	Asset: 20179424	eWaste
El Camino	NEC		Projector	Asset: 20179426	eWaste
El Camino	BenQ		Projector	Asset: 2017824	eWaste
El Camino	BenQ		Projector	Asset: 20179504	eWaste
El Camino	BenQ		Projector	Asset: 20178329	eWaste
El Camino	BenQ		Projector	Asset: 20179870	eWaste
El Camino	ViewSonic		Projector	S/N: PA503X	eWaste
El Camino	Epson		Printer	S/N: XBW62500857	eWaste
El Camino	Epson		Printer	S/N: XBF22700242	eWaste
El Camino	IN FOCUS		Projector	S/N: AZWJQ4900002	eWaste
El Camino	IN FOCUS		Projector	S/N: KS7W109855	eWaste
El Camino	Hitachi		Printer	S/N: CP-5225WT	eWaste
El Camino	Brother		INTELLIFAX	S/N: 461639M4J539144	eWaste
El Camino	Brother		INTELLIFAX	S/N: 661327L9N216233	eWaste
El Camino	Aver		Doc Cam	Asset: 20180583	eWaste
El Camino	Aver		Doc Cam	Asset: 20179872	eWaste
El Camino	Aver		Doc Cam	Asset: 20179444	eWaste
El Camino	Canon		Tambour GPR-10	N/A	eWaste
El Camino	HP		Printer	S/N: VND3G35414	eWaste
El Camino	HP		Laptop	S/N: 060002537	eWaste
El Camino	HP		Laptop	S/N: 1000011661	eWaste
El Camino	HP		Laptop	Asset: 20178316	eWaste
El Camino	HP		Laptop	S/N: CNU631Q16Q	eWaste
El Camino	HP		Laptop	S/N: 0900009878	eWaste
El Camino	HP		Laptop	Asset: 10023493	eWaste
El Camino	HP		Laptop	S/N: 100112472	eWaste
El Camino	HP		Laptop	S/N: 10004443	eWaste
El Camino	HP		Laptop	Asset: 20195245	eWaste
El Camino	HP		Laptop	Asset: 20195553	eWaste
El Camino	HP		Laptop	Asset: 20195251	eWaste
El Camino	HP		Laptop	Asset: 20195974	eWaste
El Camino	HP		Laptop	Asset: 20195568	eWaste
El Camino	HP		Laptop	Asset: 20195294	eWaste

Board of Education Agenda Item **Attachment 1**
Surplus Property 11/17/2026

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

Location/Site	Make	Model	Description	Fixed Asset / Serial #	Disposition
El Camino	HP		Laptop	Asset: 20195562	eWaste
El Camino	HP		Laptop	Asset: 20195569	eWaste
El Camino	HP		Laptop	Asset: 20195564	eWaste
El Camino	HP		Laptop	Asset: 20195555	eWaste
El Camino	Panasonic		DVD Player	N/A	eWaste
El Camino	Northstar		Projector Lamp	Asset: 20220218	eWaste
El Camino	Northstar		Projector Lamp	Asset: 20190624	eWaste
El Camino	Samsung		TV	Asset: 20179438	eWaste
El Camino	MISC		Vertex Standard Walkie Talkie and Charging Ports	S/N: VX261X12	eWaste
El Camino	MISC		Meeting Owl Pro and Batteries	N/A	eWaste
El Camino	MISC		10 Key Boards	N/A	eWaste
El Camino	Apple		Mac Book Pro	N/A	eWaste
El Camino	MISC		Dell Screen x2	N/A	eWaste
El Camino	Apple		TV Box	N/A	eWaste
El Camino	ELMO		Projector	Asset: 20160640	eWaste
El Camino	HP		Computer Tower	Asset: 10002521	eWaste
Human Resources	Copystar	5501i	Copier	S/N: LAD5301900	eWaste
Human Resources	Copystar	CS 5053ci	Copier	N/A	eWaste
La Vista	Haier	LG NSA24LACG	Small Fridge	S/N: CN733200382011581	eWaste
Mira Loma			Doc Camera	S/N: 5306691800052	eWaste
Mira Loma			Receipt Printer	N/A	eWaste
Mira Loma	Brother	DCP-7065DN	Printer	S/N: U62712KZN645882	eWaste
Mira Loma	HP	MFPM130fn	Laser Jet Pro Printer	S/N: VND3122154	eWaste
Mira Loma	HP	Envy Inspire	Printer	S/N: TH249HXOGR	eWaste
Ottomon	HP	MFP M479fdn	Printer Color Laser Jet Pro	N/A	eWaste
Sierra Oaks	HP	Laser Jet 1022	Printer	Asset: 20191322	eWaste
SPED - Kenneth			Fridge	N/A	eWaste
SPED - Kenneth			Small Dishwasher	N/A	eWaste
SPED - Kenneth	Kenmore		Large Dishwasher	S/N: FH4206983	eWaste
SPED - Kenneth			Large Dishwasher	S/N: F20804546	eWaste
SPED - Kenneth			Washer/ Large Laundry	N/A	eWaste

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **H.4**

MEETING DATE: **11/17/2026**

SUBJECT: Gifts

DEPARTMENT: Administration

ACTION REQUESTED:
The superintendent is recommending that the board accept the list of gifts.

RATIONALE/BACKGROUND:
Acceptance of the following gifts:
Encina High School: from Point West Rotary Club Foundation: $500.
Laurel Ruff Transitional School: from Angie Alves: $100; Joseph Grady: $25; Tiffany Grady: $175; Carol Gregory: $40; Diana & Anthony O'Neal: $30 - for classroom donations.
San Juan High School: from San Juan Booster Club - for fireworks booth proceeds for Class of 2027: $1,345.94.

ATTACHMENT(S):

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
N/A

PREPARED BY: Stephanie Cunningham, Administrative Assistant, Board of Education

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **H.5**

MEETING DATE: **11/17/2026**

SUBJECT: 2027-28 Legislative Principles and Priorities

DEPARTMENT: Labor and Government Relations

ACTION REQUESTED:
The superintendent is recommending that the board adopt the 2027-28 Legislative Principles and Priorities. (Discussed: 10/27/2026).

RATIONALE/BACKGROUND:
Board Policy 1160: Political Practices affirms the board's authority, via the superintendent or designee, to engage in advocacy at the local, state, and federal levels. The policy requires the board to adopt overarching legislative priorities before each two-year legislative session, which are aligned with the district's strategic plan and are intended to define focus areas for the staff's advocacy work, such as determining whether to take or communicate a formal position on pending legislation.

ATTACHMENT(S):
1. 2027-28 Legislative Principles and Priorities

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 10/19/2026, 11/09/2026
Board of Education: 10/27/2026 (discussion)

FISCAL IMPACT:
N/A

PREPARED BY: Daniel Thigpen, Executive Director, Labor and Government Relations

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

San Juan Unified SCHOOL DISTRICT

2027-28 Legislative Principles and Priorities

Introduction

The San Juan Unified School District values strong partnerships with state, local and federal government decision-makers. Together, we can inform and shape policy and fiscal decisions that address our shared interests: setting high expectations for academic achievement rooted in equity and unity, and creating supportive learning experiences in which all students, families and staff can excel and thrive.

As one of the top 10 largest school districts in California, San Juan Unified serves the diverse needs of more than 38,000 TK-adult learners across 68 schools in the capital region, and at least 60 percent of our students are identified as low-income, English Learner, and/or in the foster care system. The principles and priorities outlined below are aligned with the district's five-year strategic plan and are intended to define focus areas that will guide the district's advocacy efforts during the 2027-28 state legislative session.

These priorities are not intended to propose or advance specific policy; rather, each represents a high-level focus areas that will provide staff the guidance and flexibility needed to engage on a broad range of legislative, fiscal, and regulatory matters that may arise.

Guiding Principles

The four directions found in the district's 2024-29 strategic plan, developed through extensive community input, serve as the guiding principles for all San Juan Unified advocacy efforts and the development of legislative priority areas (pages 2-3):

Advance and Support Student Success: Deliver high quality, equitable and supportive academic instruction and social-emotional learning for every student in preparation for post-secondary education, career and life.

Prioritize Equitable Practices: Integrate our commitment to educational justice throughout San Juan Unified by ensuring all students, families and staff members have fair access, opportunity and resources to learn, grow and thrive regardless of background, identity or ability.

Enhance Employee Systems and Supports: Innovate and strengthen systems to prioritize employee wellness and cultivate a thriving workforce.

Engage Students, Families, and Community as Valued Educational Partners: Expand meaningful engagement opportunities with students, families and community members to amplify all voices, provide equitable access, and create safe and welcoming environments throughout the district.

DRAFT

2027 Legislative Priority Areas

Accelerate Student Achievement through Adequate, Ongoing Funding

Education funding continues to be vulnerable to the volatility in the overall economy. Efforts in recent years by the legislature and outgoing governor to stabilize funding have been appreciated but continue to rely on the use of one-time or restricted funding allocations that complicate the long-term delivery of academic improvement strategies. Continued efforts to bolster school districts' ability to recapture dollars lost to declining enrollment are strongly encouraged.

The district encourages continued exploration of improvements to the Local Control Funding Formula (LCFF) that reflect increasingly complex and compounding needs among the student populations the formula is designed to uplift. In the meantime, the district shares the broader education community's concerns over recent accounting maneuvers and resource redistributions that threaten the constitutionally protected public school guarantees under Proposition 98. Additionally, we continue to request that the Legislature and incoming administration provide full implementation funding for any new programs or mandates.

Bolster the Education Workforce

Staffing shortages in critical positions continue to burden school systems throughout the state and nation. Innovative and unique efforts such as recruitment incentives, residency programs and flexibility in credentialing are needed to ensure the needs of our students can be met. The district is grateful for creative solutions - such as the passage of Assembly Bill (AB) 2490, which extends the number of days long-term guest teachers can serve in a single assignment - that support continuity of learning while school systems strengthen recruitment efforts.

San Juan Unified urges support for programs that have demonstrated effectiveness to recruit in hard to fill positions and for continued partnership between the state and local educational agencies on additional strategies that help more young people see public education as a viable, sustainable and rewarding career path.

Declining enrollment and other cost pressures mean districts like San Juan Unified are building education workforce pipelines with reduced resources. The district encourages continued focus on ways to reduce the burden of unnecessary or duplicative state reporting requirements - such as the recently enacted AB 2008 - to help school leaders prioritize their focus on strengthening teaching and learning.

DRAFT

Create and Enhance Safe, Inspiring Learning Environments

Facilities: San Juan Unified and its taxpayers have invested heavily in modernizing our schools, enhancing health and safety measures, and creating innovative and inspiring learning centers and community hubs. San Juan Unified will support efforts that allow the district to maximize available funding, avoid or eliminate barriers to projects, and better position its schools to meet evolving student needs.

Physical and Emotional Safety: The physical and emotional safety of students is critical to their success at school. San Juan Unified encourages continued focus on investments and policy that will sustain and strengthen ongoing efforts to address student behavioral and mental health needs - especially as declining enrollment threatens the funding available to provide wrap-around resources inside and outside of the classroom.

Meet Evolving Student Needs by Sustaining Growing Educational Programs

Early learning: Universal PreKindergarten provides a foundational opportunity to accelerate learning and level the playing field for our youngest children. San Juan Unified supports continued investment in resources and programs that help ensure quality early learning and expanded access including policies that support the growth and success of the early educator workforce and implementation of staffing and facilities requirements.

Newcomer and Multilingual Learner students: San Juan Unified applauds state leaders' continued investments and policies impacting newcomer and multilingual learner students - most recently, AB 2555, which aims to increase educational access for English-proficient students, as well as the statewide allocation of $100 million in grants for California's New Americans in Schools (CalNAS) program. San Juan Unified supports efforts to examine the fiscal and policy implications of helping schools create safe, stable and successful transitions for newcomer students and families.

Special Education: Educators and staff continue to create opportunities for students with disabilities to excel and thrive as enrollment grows and individual student needs become more acute. Like much of the state, San Juan Unified's overall enrollment is dropping, while our population of students needing special education services steadily rises - creating pressures on fiscal resources that are projected to decline. While this year's allocation of additional state funding for special education expenses provided much-needed support - about $15 million in 2026-27 for San Juan Unified - needs are outpacing available resources. Bolder state and federal investments are needed to ensure our schools can continue providing our most vulnerable students with the learning conditions and services they deserve.

DRAFT

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **H.6**

MEETING DATE: **11/17/2026**

SUBJECT: Visions In Education Charter School Name Change

DEPARTMENT: Teaching and Learning

ACTION REQUESTED:
The superintendent is recommending that the board approve the name change for Visions In Education Charter School from "Visions In Education" to "Visions In Education-Sacramento."

RATIONALE/BACKGROUND:
The purpose of the name change is clarity. Visions In Education, a California nonprofit public benefit corporation, operates the Visions In Education charter school and is preparing to open a second school, Visions In Education-Stanislaus, authorized in Stanislaus County. Because the corporation and the district-authorized school currently share the same name, adding the county designation to each school will clearly distinguish the nonprofit corporation, which will continue to be named Visions In Education, from each of the schools it operates. This distinction will reduce confusion for families, the California Department of Education (CDE), county offices of education, auditors, and other agencies and vendors.

The requested change is limited to the school's name. It does not alter the charter school's educational program, grade levels, enrollment, locations, admissions policies, governance structure, fiscal operations, charter term, or any other provision of the charter or the parties' Memorandum of Understanding, and the district's oversight responsibilities remain the same. A material revision of a charter is governed by the standards and criteria in Education Code section 47605. (Cal. Educ. Code section 47607(a)(3).) The name change does not affect any of the required charter elements, implicate any ground for denial under section 47605(c), or constitute a material revision.

ATTACHMENT(S):
1. Visions In Education name change request

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
N/A

PREPARED BY: Brian T. Ginter, Director, Admissions and Family Services

APPROVED BY: F.J. "Harvey" Oaxaca, Ed.D., Assistant Superintendent, Educational Services
Timothy Dale, Ed.D., Deputy Superintendent, Schools and Student Support
Melissa Bassanelli, Superintendent of Schools

VISIONS IN EDUCATION
Est. 1999

Dr. Steve Olmos
Superintendent/Executive Director

Sent via: email to mbassanelli@sanjuan.edu

October 22, 2026

Melissa Bassanelli
Superintendent of Schools
San Juan Unified School District
3738 Walnut Avenue
Carmichael, CA 95608

SUBJECT: Request for Approval of Charter Revision to Change School Name to "Visions In Education-Sacramento"

Dear Superintendent Bassanelli,

Visions In Education respectfully requests that the San Juan Unified School District (the "District") Board of Education approve a revision to the Charter School's charter to change the school's name from "Visions In Education" to "Visions In Education-Sacramento."

The purpose of the change is clarity. Visions In Education, a California nonprofit public benefit corporation, operates the Visions in Education charter school and is preparing to open a second school, Visions in Education-Stanislaus, authorized in Stanislaus County. Because the corporation and the District-authorized school currently share the same name, adding the county designation to each school will clearly distinguish the nonprofit corporation, which will continue to be named Visions In Education, from each of the schools it operates. This distinction will reduce confusion for families, the California Department of Education ("CDE"), county offices of education, auditors, and other agencies and vendors.

The requested change is limited to the school's name. It does not alter the Charter School's educational program, grade levels, enrollment, locations, admissions policies, governance structure, fiscal operations, charter term, or any other provision of the charter or the parties' Memorandum of Understanding, and the District's oversight responsibilities remain the same. A material revision of a charter is governed by the standards and criteria in Education Code section 47605. (Cal. Educ. Code § 47607(a)(3).) Because the name change does not affect any of the required charter elements or implicate any ground for denial under section 47605(c), the Charter School respectfully requests that

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this item be placed on the consent agenda for an upcoming District Board meeting, at a time that works best with your Board's agenda schedule.

If the Board approves this request, the Charter School will update its charter document to reflect the new name, complete all required name change filings with the CDE and other appropriate agencies at its own expense, and work with District staff on any conforming update to the Memorandum of Understanding. The Charter School's Board of Directors approved the request at its October 22, 2026, meeting. A copy of the Board-approved resolution is included for the San Juan Unified School District Board of Education's reference.

Thank you for your consideration. Please contact Tom Tafoya, Chief Strategy Officer, at (916) 883-1802 or **ttafoya@viedu.org** with any questions or if staff needs additional information for the Board item.

Sincerely,



Steve Olmos, Ed.D.

Superintendent/Executive Director

SAO/beb

Cc (via email):

- Harvey Oaxaca, SJUSD, Assistant Superintendent of Educational Services (harvey.oaxaca@sanjuan.edu)
- Brian Ginter, SJUSD, Director, Admissions and Family Services (brian.ginter@sanjuan.edu)
- Tom Tafoya, Visions In Education, Chief Strategy Officer (ttafoya@viedu.org)
- Michael Brubaker,

Enclosure(s):

- Visions In Education Board-approved Resolution Requesting Name Change

RESOLUTION NO: 2627-001

RESOLUTION OF THE BOARD OF DIRECTORS OF VISIONS IN EDUCATION REQUEST FOR APPROVAL TO CHANGE SCHOOL NAME

WHEREAS, Visions In Education's nonprofit has had the same name as the charter school since inception of the school; and

WHEREAS, Visions in Education is applying for a new charter school in Stanislaus County that will be named Visions in Education – Stanislaus; and

WHEREAS, in order to avoid confusion between the name of the nonprofit and the names of each of the schools that it operates, the Board has a desire to change the name of the Sacramento charter school to Visions In Education – Sacramento and maintain the name of the nonprofit as Visions in Education; and

WHEREAS, the change in name requires approval of the Board of Directors of Visions In Education and the San Juan Unified School District; and

WHEREAS, this is a change only to the name of the school and does not change the education program, grade levels, enrollment, locations, admissions policies, governance structure, fiscal operations, charter term or any other provisions of the charter or the parties' Memorandum of Understanding; now therefore be it

RESOLVED, that the name of the charter school, Visions In Education, shall be changed to Visions in Education – Sacramento upon approval by the San Juan Unified School District; and be it further

RESOLVED, that Visions In Education staff is authorized to file any appropriate notices and forms to effectuate the name change with the federal government, State of California and its departments and agencies, Sacramento County Office of Education, San Juan Unified School District, vendors, employees and other entities as may be required to effectuate the name change following the approval by San Juan Unified School District; and be it further.

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, I, **Larry Falcon**, Secretary of the Board of Directors of Visions In Education, a California nonprofit public benefit corporation, County of Sacramento, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Visions In Education, which was duly held on the **22nd** day of **October**, **2026,** at which a quorum of the members of the Board of Directors was present; and at such meeting, such resolutions were adopted by the following vote:

AYES: 4 NOES: 0 ABSTAIN: 0 ABSENT: 1



Larry Falcon, Secretary
Visions In Education

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **H.7**

MEETING DATE: **11/17/2026**

SUBJECT: San Juan High School Science Modernization Project Lease Amendment No. 3

DEPARTMENT: Operations

ACTION REQUESTED:
The superintendent is recommending that the board adopt Resolution No. 4288, approving the third amendment to the lease for the San Juan High School Science Modernization Project (the "Project") between San Juan Unified School District and Core West, Inc.

RATIONALE/BACKGROUND:
The board approves the revised total base rent in the amount of $22,354,889.00 for Phase No. 2 – Science Modernization, and authorizes the issuance of lease amendment No. 3 to the facilities lease and authorizes district staff to issue a notice to proceed with construction.

ATTACHMENT(S):
1. Resolution No. 4288
2. Lease Amendment No. 3

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
Measure P (2016)

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

APPROVED BY: Frank Camarda, Chief Operations Officer
Melissa Bassanelli, Superintendent of Schools

RESOLUTION BEFORE THE SAN JUAN UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION APPROVING LEASE AMENDMENT #3 FOR THE SAN JUAN HIGH SCHOOL SCIENCE MODERNIZATION PROJECT #204-9495-P1

RESOLUTION NO. 4288

WHEREAS, section 17406 of the Education Code authorizes school districts, including the San Juan Unified School District ("District"), to use the lease-leaseback procurement process; and

WHEREAS, the District Board of Education ("Board") previously approved the award of the Site Lease and Facilities Lease to Core West, Inc. for this Project, including preconstruction services in the amount of $95,000.00; and

WHEREAS, the Section 4.4.2 Total Base Rent ("TBR"), Section 4.4.2.4.1 Construction Contingency, and Section 4.4.2.4.3 District Contingency are amended to show the removal of scope from the TBR as outline in Amendment #3; and

WHEREAS, the Owner Controlled Insurance Policy ("OCIP") is amended to update the Project Insurance Manual; and

WHEREAS, the Exhibit C – Lease Payment Schedule is amended to reflect the changes to the TBR.

NOW, THEREFORE, the San Juan Unified School District Board of Education does hereby resolve as follows:

Section 1. The foregoing recitals are hereby adopted as true and correct.

Section 2. The Board approves the Total Base Rent in the amount of $22,354,889.00 for Phase 2, amends the OCIP Project Insurance Manual, amends Exhibit C – Lease Payment Schedule and authorizes the issuance of Lease Amendment #3 to the Facilities Lease.

Original Facilities Lease Amount– Preconstruction Services	$95,000.00
Net Change by Previously Approved Amendments #1 & #2	$22,375,361.00
Net Change by Amendment #3	**($20,472.00)**
Revised Total Base Rent	**$22,354,889.00**
Revised Facilities Lease Amount (Including Preconstruction)	**$22,449,889.00**

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on November 17th, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tanya Kravchuk, President
San Juan Unified School District
Board of Education

Attest:

_____
Nick Bloise, Clerk
San Juan Unified School District
Board of Education

San Juan Unified School District
Facilities Business Department
5320 Hemlock Street, Sacramento, California 95841
Telephone 916- 971-7283
Internet Web Site: www.sanjuan.edu

Melissa Bassanelli, Superintendent of Schools
Frank Camarda, Chief Operations Officer

Lease Amendment #03
San Juan HS MOD (Science)
DSA App. # 02 - 123993 /Facilities Lease Agreement# VR26-05806
SJUSD Project # 204-9495-P1

Effective **November 17, 2026**, the Facilities Lease Agreement dated **October 14, 2025,** between the San Juan Unified School District and **CORE West, Inc** for the **San Juan High School MOD (Science)** is amended as follows:

A. Section 4.4.2, Total Base Rent, is amended as follows: "*The TBR for the lease of the Project is* ~~***($22,375,361.00)***~~ *Twenty-Two Million, Three Hundred Fifty-four Thousand, Eight Hundred Eighty-nine Dollars and no cents* ***($22,354,889.00)*** *subject to the provisions of any Contingency Funds set forth in this Article 4."*

B. Section 4.4.2.4.1 is amended as follows: "*Construction Contingency Fund in the amount of* ~~***($515,477.00)***~~ *Five Hundred Twelve Thousand, Eight Hundred Five Dollars and no cents* ***($512,805.00),*** *which, except as set forth herein, shall cover additional or extra costs of the work set forth in the contract documents as a result of all conditions and events that do not entitle Entity to a change order in accordance with Exhibit D, Article 15.01 of the Facilities Lease."*

C. Section 4.4.2.4.3 is amended as follows: "*District Contingency in the amount of* ~~***($2,837,734.00)***~~ *Two Million, Nine Hundred Twelve Thousand, Two Hundred Forty-eight Dollars and no cents* ***($2,912,248.00)*** *which shall cover additional or extra costs to the project that entitle Entity to a change order in accordance with Exhibit D, Article 15.01 of the Facilities Lease.*

D. Exhibit C Lease Payment Schedule / CSI Breakdown (TBR Calculator), Qualifications & Assumptions, Exclusions and Work not Included, List of Plans, Specifications and Other Documents is replaced in its entirety with the following:

San Juan High School Amendment #3 - TBR #3 EXHIBIT C LEASE PAYMENT SCHEDULE			
A	B		C
Item No	**Month**		**Lease Payment**
	Preconstruction		
	Preconstruction Services	$	95,000
	Light Modernization and DSA Scope		
1	May 2026 Lease Payment (TBR #1)	$	627,268
2	June 2026 Lease Payment (TBR #1)	$	627,268
3	July 2026 Lease Payment (TBR #1)	$	627,268
4	August 2026 Lease Payment (TBR #1)	$	627,268
5	September 2026 Lease Payment (TBR #2)	$	920,154
6	October 2026 Lease Payment (TBR #2)	$	920,154
7	November 2026 Lease Payment (TBR #2 & #3)	$	913,031
8	December 2026 Lease Payment (TBR #2 & #3)	$	913,031
9	January 2027 Lease Payment (TBR #2 & #3)	$	913,031
10	February 2027 Lease Payment (TBR #2 & #3)	$	913,031
11	March 2027 Lease Payment (TBR #2 & #3)	$	913,031
12	April 2027 Lease Payment (TBR #2 & #3)	$	913,031
13	May 2027 Lease Payment (TBR #2 & #3)	$	913,031
14	June 2027 Lease Payment (TBR #1, #2, & #3)	$	1,540,299
15	July 2027 Lease Payment (TBR #1, #2, & #3)	$	1,540,299
16	August 2027 Lease Payment (TBR #1, #2, & #3)	$	1,540,299
17	September 2027 Payment (TBR #2 & #3)	$	913,031
18	October 2027 Lease Payment (TBR #2 & #3)	$	913,031
19	November 2027 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
20	December 2027 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
21	January 2028 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
22	February 2028 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
23	March 2028 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
24	April 2028 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
25	May 2028 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
26	June 2028 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
27	July 2028 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
28	August 2028 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
29	September 2028 Post Construction Payment (TBR #1, #2, & #3)	$	108,589
30	October 2028 Post Construction Payment (TBR #1, #2, & #3)	$	108,592
	Total Lease Payments	**$**	**18,490,627**
	Bonds & Insurance		
	Bonds & Insurance (TBR #1 + TBR #2 + TBR #3)	**$**	**439,209**
	Contingencies:		
	Contractor Contingency 3% (TBR #1)	$	131,777

	Contractor Contingency 3% (TBR #2)	$	383,700
	Contractor Contingency 3% (TBR #3)	$	(2,672)
	Total Construction Contingency	**$**	**512,805**
	Owner Contingency (TBR #1)	$	1,198,434
	Owner Contingency (TBR #2)	$	1,639,300
	Owner Contingency (TBR #3)	$	74,514
	Total Owner Contingency	**$**	**2,912,248**
	Total Contingencies	**$**	**3,425,053**
	Amendment 1 - Phase 1 Light Mod and DSA Demo TBR #1	$	6,205,751
	Amendment 2 - Science Wing TBR #2	$	16,169,610
	Amendment 3 - Science Wing TBR #3	$	(20,472)
	Total Value of Services (Excludes Pre-Construction Services)	**$**	**22,354,889**

E. Exhibit E DSA PROJECT INSURANCE REQUIREMENTS, OCIP EXHIBIT B is amended as follows: Providing OCIP Project Insurance Manual.

F. Amounts moved out of TBR #2 by this Amendment for the Scopes of Work included below are not guaranteed and shall be submitted as a contingency draw request which will be tracked on time and material.

BID PACKAGE	SCOPE OF WORK
008	Off haul of Spoils $11,250.00
030	Removal of existing concrete to accommodate the installation of the B-Wing additional hold downs. $20,000.00
098	Demolition, Sawcut and Removal of floor drains from D-Wing. $12,000.00
098	Removal and reinstallation of the toilets in Building A. $7,500.00
098	Demolish the in-wall plumbing line in D-Wing. $10,000.00
030	Temporary Gas Line routing to Building C over the top of B-Wing. $20,000.00

In all other respects, the terms and conditions of said Facilities Lease, including the exhibits thereto, remain in full force and effect.

San Juan Unified School District,
A school district organized and existing under the laws of the State of California

By:_____
Nicholas Arps
Title: Director of Facilities, Construction & Modernization

By:_____
Frank Camarda
Title: Chief Operations Officer

CORE West, Inc
A California Corporation

By:_____
Matt Wade
Title: Vice President

Federal Tax Identification Number :
88-0214666

www.sewup.org

Statewide Educational Wrap Up Program (SEWUP) JPA

Owner Controlled Insurance Program (OCIP)

Project Insurance Manual

This manual is intended to provide only a general overview of the Owner Controlled Insurance Program and does not in any way alter or take precedence over the language in the actual insurance policies and contracts. It makes no promise to provide insurance to those not enrolled in the Owner Controlled Insurance Program.

Program Administrator:
Keenan & Associates
SEWUP Department

SEWUP EDUCATION CONSTRUCTION INSURANCE

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SEWUP EDUCATION CONSTRUCTION INSURANCE

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Preface

This Manual

- Identifies responsibilities of the various parties involved in the project
- Provides a basic description of the OCIP coverage and program structure
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- Provides claim reporting procedures
- Will be updated as necessary

This Manual Does Not

- Provide OCIP coverage interpretations
- Provide complete information about OCIP coverages (Refer to OCIP policies)
- Provide answers to specific claims questions

1.0 Introduction

The Statewide Educational Wrap Up Program JPA (SEWUP), of which this school district is a member, is providing an Owner Controlled Insurance Program (OCIP) for work performed at specific project sites, on behalf of the District, who is the "Owner". The OCIP is an insurance program that insures eligible and enrolled subcontractors, for Work performed at the Job Site.

Certain subcontractors are excluded from this OCIP. These parties are identified in the Contract Documents and Section 3 (Definitions) of this manual.

The District will pay the insurance premiums for the OCIP coverage described in this manual. You should notify your insurer(s) to endorse your coverage to be excess and contingent over the insurance provided under this OCIP for on-site activities and the related costs. Each bidder, the Entity and its subcontractors, are required to exclude from its bid price and requests for payment, the cost of insurance coverages that will be provided by the OCIP.

Note
The guidelines in this manual are to be used for informational purposes only. This manual does not constitute a contractual agreement. If conflicts exist between this manual and OCIP Insurance Policies, or this manual and the Contract between the District, Construction Manager, Entity (and its Enrolled Subcontractors of every tier), the OCIP Policies or District's Contracts will govern.

Any questions regarding a Subcontractor's status as "Eligible" or "Ineligible" should be referred by written request to Entity and District and approved by the Program Administrator.

1.1 Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Enrollment eligibility will be determined upon completion of an online enrollment form which will include documentation of trade, scope of work, estimated value, estimated start and completion. Entity and its Enrolled Subcontractors of every tier must register via the OCIP's online portal ("WrapPortal") (www.keenanwrap.com) and adhere to all program requirements, as specified in Section 5.0.

The program Administrator will provide access to an online enrollment via Keenan Wrap, through its proprietary software referred to herein as WrapPortal; a User Name and URL for website enrollment will be provided to each subcontractor upon entry of Subcontractor identifying information into WrapPortal by Entity or Parent Subcontractor.

Enrollment of Entity and eligible Subcontractors is mandatory.

- Entity shall notify District and the Program Administrator in writing of the identity of each Subcontractor regardless of enrollment eligibility and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such parties' commencement of their portion of the Work and prior to their entry onto the Project.
- Entity and subcontractors of all tiers shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment Form, for each awarded contract. Enrollment is required prior to commencement of on-site activities but no subcontractor shall be enrolled sooner than 30 days prior to their start date. Entity/Subcontractor shall be solely responsible for any and all losses, damages, claims,

liabilities, and suits arising out of such Subcontractor's failure to enroll, or delay in enrolling, any of its Subcontractors.

Definitions:

Enrollment: Required application and documents to be submitted by Contractors/Subcontractors of all tiers for review by the OCIP Program Administrator for submission to the insurer.

Entity: The Lease-Leaseback Entity that the District engaged pursuant to the Site Lease and the Facilities Lease to perform services relating to the Project.

Subcontractor: Includes all vendors, suppliers, contractors, businesses, and other persons or entities that have been engaged by Entity to perform, or assist with the performance of, services relating to the Project.

Start Date: The date that a Subcontractor begins on-site Project-related activities, which may include Project meetings required to be held on the Project site.

Eligible: Includes Entity and all Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible: It is not the intent to insure or enroll every entity on the Project. "Ineligible" entities include, but are not limited to:

- consultants and other professionals, such as surveyors, design professionals, inspectors, testing professionals, and others.
- material suppliers and/or vendors that do not install materials or otherwise provide labor on the Project Site.
- contractors not performing work on the Project Site.
- contractors for abatement and/or removal of hazardous materials;
- service providers, such as security guards and non-construction janitorial service providers, and contractors performing landscape maintenance (although landscape work itself is covered);
- truckers, including trucking to the Project where delivery is the only scope of work performed; and
- other entities that do not install materials or perform work constructing the Project.

  Ineligible entities are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment and are provided with a copy of this OCIP Project Manual**.**

Ineligible entities will be required to adhere to insurance certificate requirements as stated in section 5.0, Entity and Subcontractor Provided Insurance Coverage. In addition, any party deemed an Ineligible Contractor, but who has direct labor on the Project, will be required to participate in the Project Safety Program (see Section 6.0).

1.2 Project Site and Offsite Premises

Coverages provided by the OCIP are Project Site specific. The Project-Site must be designated by the District. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site (a) locations, (b) labor, and (c) on-going operations are not covered by the OCIP. It will be the responsibility of Entity and each Subcontractor to maintain off-site insurance, as identified in Section 5.0, which specifies coverage types and minimum limits. Entity/Subcontractor will promptly furnish to the District, or their designated representative, Certificates of Insurance evidencing that all required insurance is in force.

2.0 Qualification & Cost Identification

2.1 Contractor Qualification

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards to bid on the Districts' Project. The following qualification standards apply at the time of bid opening:

1. **Entity shall have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years OR the current published year.**
    - ***The District strongly encourages Entity to require subcontractors to also meet this requirement, but eligible subcontractors that do not meet this standard will not be prevented from enrolling in the OCIP.***
2. **Entity shall have Zero (0) Serious and Willful violations (Labor Code Sections 6300 *et seq.*) against it in the past five (5) years**
3. **Entity shall have provided evidence of its Injury and Illness Prevention Program (IIPP) prior to award of the Facilities Lease.**

2.2 Insurance Cost Exclusion

Contractor shall exclude all costs for insurance coverages provided under the OCIP. Subcontractors must certify that their bids exclude any costs relating to any insurance coverages afforded under the OCIP. The District will reject any proposed Subcontractor who has not so certified in its bid.

2.3 Change Order Pricing

No change order will include any costs or markup relating to any insurance coverage afforded under the OCIP.

3.0 Information Directory

3.1 Program Administrator

Keenan & Associates – SEWUP Department
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501
Phone: 800.654.8102

3.2 Insurance Companies

Workers' Compensation	Liberty Mutual Insurance
General Liability	Certain Underwriters at Lloyd's of London
Excess Liability	Certain Underwriters at Lloyd's of London Endurance American Specialty Insurance Company

	Crum & Forester Specialty Insurance Company Texas Insurance Company Fair American Select Insurance Company Great American Assurance Company Starr Surplus Lines Insurance Company Westchester Surplus Lines Insurance Company Navigators Specialty Insurance Company Fortegra Specialty Insurance Company
Builder's Risk	Illinois Union Insurance Company
Contractor's Pollution Liability	Berkley Assurance Company

See Section 7.0 For Claims Reporting Instructions and Procedures.

Questions Regarding OCIP
Refer questions concerning the OCIP and its administration or coverages to the Program Administrator. Answers to questions may also be found in Section 9.0 - Frequency Asked Questions.

4.0 OCIP Coverages Provided by the District

Entity/subcontractor should refer to the actual policies for details concerning coverage, exclusions, and limitations. In the event of any claim or question regarding coverage provided by the OCIP, the original policies will prevail. OCIP policies are available upon written request to the program administrator.

The OCIP is for the benefit of the District and all Enrolled Entity/Subcontractors who have on-site employees. OCIP coverage applies only to Work performed under Facilities and Site Lease at the Project. (See Section 1.3) Entity and all Subcontractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations. The following coverages are provided by the OCIP:

- **Workers' Compensation and Employers Liability**
- **Commercial General & Excess Liability**
- **Builder's Risk**
- **Contractor's Pollution Liability**

A Certificate of Insurance evidencing workers' compensation & employer's liability, general and excess liability and pollution liability insurance will be issued to Enrolled Entity/Subcontractor via WrapPortal. Other documentation including forms, posting notices, etc., will be provided to Enrolled Entity and each Enrolled Subcontractor.

OCIP Disclaimer
The OCIP is intended to provide broad coverages and high limits, to all Enrolled Contractors/Subcontractors. The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses the risks of the Contractors/Subcontractors. Prior to contract award, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Upon request, OCIP policies are available for review.

4.1 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable state laws to all Enrolled Contractors/Subcontractors (each as a named insured, and issued an individual policy) reflecting the following Limits of Liability:

Coverage A – Workers' Compensation

California Statutory Benefits

Coverage B – Employers Liability

$1,000,000 Bodily Injury each Accident
$1,000,000 Bodily Injury by Disease – Policy Limit
$1,000,000 Bodily Injury by Disease – Each Employee

Contractor Deductible: None

Exclusions: The known exclusions for this coverage are listed in Section 11.0 – Known Policy Exclusions. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The master policy effective date is October 1, 2025. The policy term is three years, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor's construction Work. Warranty work and post-acceptance repair work is excluded; Entity and any Subcontractor providing such warranty or post-acceptance repair work must have their own insurance comparable to that required for ineligible entities. Entity and each Subcontractor is insured under the policy for the length of its work at the Project, or the policy end date, whichever comes first.

4.2 Commercial General Liability & Excess Liability Insurance

Entity and all Enrolled Subcontractors are considered Named Insureds under SEWUP's Master General & Excess Liability policies. The Master Policies are available for review by Entity/Subcontractors, upon request to the Owner or the Program Administrator.

Primary Coverage: **Total Limits for Bodily Injury and Property Damage**

$125,000,000 Each Occurrence
$195,000,000 General Liability Aggregate
$125,000,000 Products / Completed Operations Aggregate Limit

- Ten (10) year Products and Completed Operations Extension after Notice of Completion is filed by the Owner, or date Occupancy is taken with a single non-reinstated aggregate limit.

Policy Forms: **"Occurrence" Form**

Contractor Deductible: **None**

Conditional Warranties:

A. **Subsidence:** It is expressly warranted that the Named Insured, Entity, and all Sub-Contractors comply with all recommendations contained in the geotechnical/ environmental reports. Failure to comply will result in subsidence coverage being null and void and a full subsidence exclusion would be re-instated.

B. EIFS Installation Agreement: The following terms and conditions shall be satisfied:

1. EIFS work is to be specifically identified and its value declared.
2. All EIFS work will be monitored by an independent EIFS inspection company to document compliance with manufacturers' handling and installation instructions.

3. EIFS product manufacturers and warranty providers will be identified and provided to the Owner.

Exclusions: This insurance does not provide coverage for products liability of any enrolled party for any product manufactured, assembled or otherwise worked upon away from the Project Site.

The known exclusions for this coverage are listed in **Section 11.0 – Known Policy Exclusions**. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the table. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The master policy effective date is October 1, 2025. The policy is intended to remain in effect for the duration of Project construction or through October 1, 2030 at 12:01am, whichever comes first.

4.3 Builder's Risk Insurance

The Builder's Risk Master Policy names the District as named insured and enrolled Entity/Subcontractors as additional insureds. This Master policy is available for review by Entity/Subcontractors, upon request to the District or the Program Administrator.

Builders Risk coverage will be in place during the Course of Construction of the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sub limits, property limitations and conditions. Such insurance shall include the interests of the District as named insured and enrolled Entity/Subcontractors as additional insureds.

Deductible: A deductible, which shall be determined by the type of construction, will apply to each occurrence. The deductible schedule is as follows:

New Construction & Renovation

- $5,000 - $50,000 deductible (depending on type of structure) for Wood Frame, Modular, Tilt-Up Construction, Joisted Masonry, and Fire Resistive / Non-Combustible / Masonry Non-Combustible.
- Up to $100,000 deductible for Water Damage to All Construction Classifications.
- Deductibles are subject to increase if a Project's Builder's Risk term is extended 60 days or more

Entity/Subcontractors shall be responsible for the applicable deductible. The deductible shall apply to each occurrence and must be satisfied prior to payment of the loss. **The deductible shall not be reimbursed by the OCIP Insurance Program or the District.**

Exclusions: The known exclusions for this coverage are listed in **Section 11.0 – Known Policy Exclusions**. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The policy term is the term of the project.

Note:
Entity/Subcontractors shall be responsible for any loss or damage to their personal property. This would include, but is not limited to, tools, equipment, mobile construction equipment, or materials NOT

intended to be a permanent part of the building, whether owned, borrowed, used, leased, or rented by any Entity/Subcontractor. Any insurance purchased by the Entity/Subcontractors, or self-insurance, shall be the Entity's/Subcontractors' sole source of recovery in the event of a loss.

4.4 Contractor's Pollution Liability Insurance

Contractor's Pollution Liability is written on an "Occurrence" form under a master liability policy. This Master policy is available for review by Entity/Subcontractors, upon request to the District or the Program Administrator. Certificates of Insurance will be provided to enrolled Entity and Subcontractors, as named insured.

Primary Coverage: Bodily Injury or Property Damage from a pollution event as defined within the policy form resulting from covered operations or completed operations.

Limits:	$15,000,000 Per Claim / $25,000,000 Policy Aggregate
	Defense costs up to $1,000,000 (outside the Limits of Liability)
Self Insured Retention:	$10,000 Each Claim

Entity/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.

Exclusions: The known exclusions for this coverage are listed in Section 11.0 – Known Policy Exclusions. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Entity/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The master policy effective date is October 1, 2025. The policy is intended to remain in effect for the duration of the Project construction or through October 1, 2030, at 12:01am, whichever comes first.

4.5 OCIP Certificates & Policies

Entity and all Enrolled Subcontractors will receive Certificates of Insurance for Workers' Compensation, General Liability, Excess Liability and Contractor's Pollution Liability coverages. Each enrolled Entity/Subcontractor will receive their own Workers' Compensation policy. Program Administrator will provide a copy of the OCIP policies upon written request. Such policies or programs may be amended from time to time and the terms of such policies or programs, as they may be amended, are incorporated herein by reference. Entity/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

5.0 Entity/Subcontractor Required Insurance Coverage

For any Work under the Facilities and Site Lease, and until expiration of the Facilities and Site Lease, the Entity/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the District,

with a copy to the Program Administrator for the following coverages, before commencing work on the Project. Any deductibles or self-insured retentions must be declared to and approved by the District, which amounts shall be no greater than $50,000. Any and all deductibles or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of the Entity/Subcontractor. All policies and endorsements are subject to approval at the sole discretion of the District and Program Administrator. Endorsements with expiration dates will not be accepted.

All required insurance shall be maintained, without interruption, from the date of commencement of work until expiration of the Facilities and Site Lease. Certificates and additional insured endorsements shall provide not less than thirty (30) days prior written notice to the District and Program Administrator, of any material change in the insurance, cancellation or non-renewal.

5.1 Automobile Liability Insurance

See Section 5.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability Insurance must cover all vehicles owned by, hired by, or used on behalf of the Entity/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

- Auto Liability Insurance Limits required:

Entity / Subcontractors

General/Prime Contractor	Subcontractor	
$2,000,000	$1,000,000	Bodily Injury and Property Damage

5.2 Workers' Compensation and Employer's Liability Insurance

Required limits on Certificate of insurance are as follows:

Entity / Subcontractors

Workers' Compensation	Statutory Benefits – All States
Employer's Liability	
$1,000,000	Bodily Injury each Accident
$1,000,000	Bodily Injury by Disease – Policy Limit
$1,000,000	Bodily Injury by Disease – Each Employee

In accordance with the provisions of Section 3700 of the Labor Code, Entity and each Subcontractor shall secure the payment of compensation to its employees for all work not covered by the OCIP. Entity shall sign and file with the District the following certificate, and shall require each Subcontractor to file such statement with the District prior to commencing Work:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Entity shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California.

A. Environmental and Asbestos Abatement Coverages**

- Ineligible Subcontractors
- If Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

  $2,000,000 per Claim/Aggregate

B. Aircraft or Watercraft Liability Insurance**

- If any Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Subcontractor shall purchase and maintain or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance.
- Must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others.
- Includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured.
- Use includes operation and "loading or unloading". Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

  $5,000,000 per Claim/Aggregate

  Please note, Drones are considered aircraft and coverage is expressly excluded from the OCIP policies.

5.3 General Liability Insurance

- Minimum Required limits of insurance are as follows:

Entity / Subcontractor

General/Prime Contractor	Subcontractor	
$2,000,000	$1,000,000	Bodily Injury and Property Damage Liability Per Occurrence
$2,000,000	$1,000,000	General Aggregate
$2,000,000	$1,000,000	Products/Completed Operations Aggregate
$2,000,000	$1,000,000	Personal/Adv. Injury Liability Any One Person or Organization

5.4 Professional Liability Insurance

- If Entity's/Subcontractor's work requires design and/or design-assist services, or Entity/Subcontractor performs professional services of any kind, Entity/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance to protect, defend, and hold harmless the District and its officers,

officials, directors, trustees, agents, employees and volunteers from all claims arising out of professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

Entity: not less than $5,000,000 per Claim/Annual Aggregate

Subcontractor: not less than $2,000,000 per Claim/Annual Aggregate

- Deductible or self-insured retention amount must not be greater than $50,000 per claim, including coverage of contractual liability.

- Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

5.5 Environmental and Asbestos Abatement Coverages

- If the Entity's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Entity/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the District:

$1,000,000 per Claim/Aggregate

5.6 Aircraft or Watercraft Liability Insurance

- If any Entity/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, including without limitation aircraft insurance required in connection with use of drones, the Entity/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." **Use of drones or other aircraft or watercraft without the required insurance shall be a material breach of the Facilities Lease.** Entity/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the District:

$5,000,000 per Claim/Aggregate

Drones are considered aircraft and coverage is expressly excluded from the OCIP policies.

5.7 Entity/Subcontractor Insurance for Personal Property and Equipment

- Entity and all Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Entity/Subcontractor. Entity/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and

any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Entity's/Subcontractors' sole source of recovery in the event of a loss.

- **Any type of insurance or any increase of limits of liability not described in this Section, which the Entity/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.**

5.8 Required Entity/Subcontractor Certificates of Insurance and Additional Insured Endorsements

Certificates of Insurance and Additional Insured Endorsements acceptable to the District and Program Administrator must be filed by the Entity with the District within five (5) days of execution of the Facilities Lease. Certificates of Insurance and Additional Insured Endorsements acceptable to the District and Program Administrator must be filed by Subcontractors with the District within ten (10) days after award of the subcontract and prior to commencement of Work.

These certificates and additional insured endorsements required by Section 5.0 and 5.8 shall provide not less than thirty (30) days prior written notice to the District (ten [10] days for non-payment of premium), with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

Certificates of Insurance, the Project must be identified on the Certificate of Insurance in the "Description of Operations/Locations/Vehicles/Special Items" section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder:

San Juan Unified School District
c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

Additional Insured Endorsements:

The District must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, "Name of Person or Organization", as specified below:

- The District, CM, Architect, Inspector, their officers, employees, agents, volunteers and independent contractors as additional insureds.
- Entity and all Subcontractor must provide an **additional insured endorsement** for **automobile liability.**
  Ineligible Subcontractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

  San Juan Unified School District
  c/o Statewide Educational Wrap Up Program (SEWUP)
  2355 Crenshaw Blvd., Suite 200
  Torrance, CA 90501

6.0 Entity/Subcontractor Requirements & Responsibilities

Throughout the course of the Project, Subcontractors will be responsible for reporting and maintaining certain records as outlined in this section.

Entity and all Subcontractors of all tiers shall cooperate with, and require their Subcontractors to cooperate with, the District and the Program Administrator, in regard to the administration and operation of the OCIP. **Each Subcontractor must include this document with their bid specifications to any and all Subcontractors.**

Responsibilities of Entity/Subcontractors:

- Enrolling in the OCIP and assuring all eligible tier subcontractors promptly enroll in the OCIP, via WrapPortal, prior to the start of any work
- Complying with the provisions of the OCIP Manual and cooperating in the administration and operation of the OCIP
- Identifying and removing from bid the cost of OCIP-provided insurance (by eligible Entity / subcontractors)
- Providing each Subcontractor with a copy of the OCIP Project Insurance Manual
- Providing timely evidence of insurance to the SEWUP Department via WrapPortal
- Notifying the SEWUP Department of all awarded subcontracts via WrapPortal
- Maintaining and reporting monthly payroll records (by all eligible subcontractors) via WrapPortal
- Complying with the OCIP Administrator's requests for information
- Complying with insurance, claims reporting and safety procedures
- Notifying OCIP Administrator immediately of any insurance cancellation or non-renewal of Entity/Subcontractor required insurance
- Complying with the OCIP insurance policy requirements, including but not limited to, physical audit of payroll records by the insurance company or its representatives.

6.1 Registration & Enrollment

A. Registration:

The Program Administrator will provide online registration via Keenan Wrap, through its proprietary software referred to herein as "WrapPortal"; a User Name, Password, and URL for website enrollment will be provided to each Subcontractor upon entry of Subcontractor identifying information into WrapPortal by Entity or Parent Subcontractor regardless of enrollment eligibility (See section 1.2).

Required information for Registration (regardless of eligibility), Enrollment information and all required Documents must be entered / uploaded into WrapPortal, for each awarded within ten (10) days of Contract Award and prior to commencement of On-site activities.

B. Enrollment:

Neither Entity nor any Eligible Subcontractor is enrolled until the Program Administrator and OCIP insurers receive and approve a completed OCIP Enrollment via WrapPortal for

each awarded contract. **The following must be completed for Program Administrator Review:**

1. Entry of all related enrollment information in Wrap Portal including Required Entity/Subcontractor Primary Insurance Coverages (see Sections 5.0 & 5.8) via WrapPortal.
2. Declarations pages, including proof of rates from Subcontractor's current policies must be uploaded to WrapPortal.
3. Required Certificate of Insurance and Additional Insured Endorsement (see Sections 5.8) must be uploaded to WrapPortal

Enrollment is required prior to each Subcontractor's Start Date, but no Subcontractor shall be enrolled sooner than 30 days prior to their Start Date.

C. Late Enrollments

Any Subcontractor who enrolls in the OCIP after their Start Date must provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Late Enrollment is not guaranteed and must be approved and accepted by the insurance carrier. Upon approval, the Program Administrator will provide evidence of OCIP coverage to the Subcontractor, as noted in Section 6.0.

6.2 Confirmation of Enrollment & Evidence of OCIP Coverages

Upon review of completed enrollment, OCIP Administrator will acknowledge acceptance of the Eligible Subcontractor into the Owner's OCIP, by issuing the following to each Enrolled Party:

- Confirmation Letter
- OCIP Certificates of Insurance
- Claims Kit, including DWC1 and MPN Notices

These documents, as issued by the OCIP Administrator, will clearly identify the effective dates of the OCIP coverages for the Contract. A separate Workers' Compensation policy will be issued and sent to each Enrolled Party.

Should an Enrolled Party perform work on several contracts/projects, an Enrollment Form must be completed in WrapPortal for each contract. The OCIP Administrator will issue confirmation letters and certificates of insurance to each Enrolled Party for each separate contract. However, only one individual Workers' Compensation policy (that will apply to all contracts/projects) will be issued to each Enrolled Party

6.3 Payroll Reporting Compliance

A. Project Site Monthly Payroll Report Requirements

- Project Site Monthly Payroll must be submitted to the Program Administrator by the 10th of each month via WrapPortal until the completion of the contract and in no event shall be later than the 15th of each month. Payroll shall be reported only for labor performed at the project jobsite.
- Monthly Payroll Reporting is to begin from the enrollment effective date until the completion of the contract or the policy end date.

- Should no work be performed on the Project Site during a given month, each Enrolled Party is required to submit a form stating that "Non-Performance."
- Payroll reporting must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted.
- If Monthly Payroll Report is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or District can withhold payment until the report is received.
- For those Enrolled Parties performing Work under multiple contracts, for each contract, a Monthly Payroll Report is required each month until contract is finalized.
- All reported project site monthly payroll reported from October through the end of September is submitted by Program Administrator to the OCIP Insurance Carrier for auditing.
- Subcontractor shall keep and maintain accurate and classified records of their payroll for operations at the Project Site.
- A carrier audit may be performed using the reported payroll and other supporting documents. Entity / Subcontractor agrees to cooperate with the OCIP insurance carrier(s) or their third-party auditors by responding to and providing documents as requested in a timely manner.

B. Workers' Compensation Insurance Rating Bureau Requirements

- **Payroll Reporting for Each Workers' Compensation Policy Issued –** Once an Eligible Entity/Subcontractor is enrolled into the OCIP, the Program Administrator will issue a separate Workers' Compensation Policy. All Enrolled Subcontractors will need to comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB). This requires each Enrolled Party to maintain payroll records for each Contract under the policy issued. Such records will allocate the payroll by Workers' Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., only the straight-time rate will apply to overtime hours worked).
- **Insurance Company Payroll Audit -** Enrolled Entity/Subcontractors must properly classify payrolls, as these are reported to the rating bureau for calculation of future Experience Modifiers for the Enrolled Party's firm. Enrolled Entity/Subcontractors shall make available for inspection and copying their respective company books, vouchers, contracts, documents, and records, of any and all types, for physical inspection by the auditors of the OCIP insurance carrier(s) or District's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period, as required by the OCIP Insurance Policies.

6.4 Contract Completion / Closeout Compliance

Contractor's Completion Notice must be submitted by Entity to the Program Administrator via WrapPortal upon completion of construction Work at the Project, which includes punch list items, but not warranty work. Subcontractors shall cooperate with Entity in completing the *Contractor's Completion Notice.* This form evidences all enrolled Subcontractors' actual start and completion dates, per each subcontract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Subcontractors for the duration of their work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

6.5 Entity/Subcontractor Compliance with all aspects of the OCIP

Entity and all Subcontractors must comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by District, the Program Administrator, and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Neither the Entity nor any Subcontractor of any tier shall impede or otherwise prevent District, its representatives, or the Program Administrator, or their respective consultants, from entering or otherwise accessing the Project in accordance with the Facilities and Site Lease or any Project-related off-site locations. Nothing in this Project Insurance Manual or any other contract document shall be deemed to render District or any of its affiliates of any tier an employer of Entity/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. Failure to comply with all OCIP requirements will be considered a material breach of the Facilities and Site Lease.

It is the obligation of Entity and each Eligible Subcontractor to enroll in the OCIP and to comply with all OCIP requirements set forth in this document, in the OCIP insurance policies, and elsewhere in the Facilities and Site Lease.

Entity/Subcontractor shall provide each of its Subcontractors, among other things, with a copy of the Project Insurance Manual and shall flow down and bind all Subcontractors to the terms of this document. Entity/Subcontractor shall require in writing that each enrolling Subcontractor comply with, among other things, the provisions of the OCIP insurance policies, the Project Insurance Manual, and the Facilities and Site Lease.

All such requirements shall be included in all subcontracts and sub-subcontracts with eligible parties. The failure of Entity/Subcontractor or any other party to provide eligible Subcontractors with a copy of the Project Insurance Manual, the Facilities and Site Lease, and/or all other applicable requirements shall not relieve any such Subcontractor of any of the obligations contained therein.

Entity/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance Manual, and the Facilities and Site Lease, and shall provide such records and information to District, the Program Administrator, and/or the OCIP insurers upon request

7.0 Safety

7.1 Occupational Safety and Health Compliance

Entity and all Subcontractors must comply with all applicable local, state, and federal occupational safety and health requirements as well as any additional safety and health requirements set forth in the Facilities and Site Lease.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Entity's/Subcontractors' efforts to minimize loss, assisting in identifying loss exposures, and recommending appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Entity/Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Entity/Subcontractors of their responsibilities for Project safety.

7.2 Safety Orientation

In addition to local, state, and federal occupational safety and health laws, the following standards apply to all OCIP Enrolled and Non-Enrolled Contractors/Subcontractors.

A. Safety Orientation

Entity/Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:

a. The District's site safety requirements.
b. Site specific safety hazards and protective measures for these hazards.
c. Emergency telephone numbers and procedures.
d. Local medical clinic/hospital information within the Medical Provider Network (MPN).

B. Program Management

1. Entity and each Subcontractor shall have the following safety programs:
   a. Injury and Illness Prevention Plans
   b. Hazard Communication Programs
   c. Heat Illness Prevention Plans
2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
3. Entity and each Subcontractor shall have an onsite competent person responsible for occupational safety and health.

C. Mandatory 6' Fall Protection

1. Entity/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:

a. Steel erection	d. Decking
b. Roofing	e. Work performed from scaffolds
c. Framing	f. Work performed from ladders

2. The following exceptions apply only to framers and wood frame activities:
   a. When installing or "rolling" the joists, Cal/OSHA fall protection requirements shall govern.
   b. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6' from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses.
3. A safety monitor as means of fall protection is prohibited.
4. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
5. Entity/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
6. Methods of fall protection include but are not limited to the following:
   a. Railings
   b. Covers for Floor, Roof, and Wall Openings
   c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices

d. Controlled Access Zones

7. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
8. The use of wire ropes as top rails and intermediate rails of guardrail systems used for perimeter protection, or at interior openings such as stairways and elevator shafts, shall be installed in accordance with Cal/OSHA requirements. Additionally, wire ropes shall be secured to each support and taut at all times. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point of the top rail shall not exceed 3 inches in one direction which includes the free hanging sag in the wire rope.
9. The minimum parapet height allowed for fall protection is 42 inches or greater.
10. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance in accordance with Cal/OSHA Construction Safety Orders.
11. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
12. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
13. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.
14. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.

    Exception: When adjustable scaffolds are utilized, test platforms shall not exceed 20' vertical intervals.

D. Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Entity/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

a. All Subcontractors shall identify their contact person(s) to the Entity.
b. Entity and all Subcontractors shall follow District procedures for dealing with the media.
c. At all times, hard hats shall be worn in the construction environment. Hard hats shall meet the requirements of ANSI Z89.1. No modification to the shell or suspension is allowed except when such changes are approved by the manufacturer.

d. 100% protective eyewear with side shield protection is required while in the construction environment, shop, or anytime eye hazards exist. Protective eyewear shall bear a legible and permanent "Z87" logo to indicate compliance with applicable ANSI/ASSE Standard.

e. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.

f. Alcohol, illegal drugs, marijuana (in any form), and tobacco are prohibited on District property always.

g. Entity/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.

h. When the Project site is occupied by the District, Entity's and its Subcontractors' personnel cannot enter District grounds other than the construction site unless accompanied by District personnel and are allowed only "incidental" contact with students. Violations of these requirements by any such personnel will result in a mandatory background check of that individual– including fingerprinting – as required by state law. This provision shall not limit the District's available remedies in the event of such an incident.

i. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.

j. As required by the Facilities Lease, Entity and Subcontractors at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by Work. No glass containers are permitted on the site.

k. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.

l. Entity and all Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies

E. Crane Safety

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.

F. Fire Prevention During Welding, Cutting, and Other Hot Work

Contractors engaged in welding and allied processes, heat treating, grinding, cutting, thawing pipe, powder-driven fasteners, hot riveting, torch-applied roofing in conjunction with the requirements of NFPA 241, and similar applications producing or using a spark, flame, or heat shall adhere to National Fire Protection Association

Standard 51B entitled "Standard for Fire Prevention During Welding, Cutting, and Other Hot Work."

G. Incident Investigation Requirements

1. The contractor shall perform thorough, in-depth investigations and evaluations of all incidents. A formal incident investigation shall be conducted whenever any incident occurs, including, without limitation, both non-injury incidents and incidents involving first aid. Additionally, near miss accidents and/or incidents must be reported and undergo the same in-depth investigation, root cause analysis and lessons learned process. The incident investigation report shall be e-mailed to Keenan and Associates within 5 working days.
2. Recommendations and lessons learned to prevent recurrence of incidents shall be documented and communicated to all employees of Entity and subcontractors through safety meetings and on-the-job training.

H. Return to Work

The District and OCIP Carrier are committed to working with Entity and all Enrolled Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Entity/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.

a. An employee who has experienced a job-related injury requiring medical treatment must provide a proper medical release prior to returning to work.

b. An employee who has been removed from the jobsite ambulatory must provide a proper medical release prior to returning to work.

c. Entity and each Enrolled Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.

d. When the employee is released to transitional duties, it is the Enrolled Entity's/Subcontractor's responsibility to facilitate the injured employee's return to work.

e. The Enrolled Entity/Subcontractor is fully expected to accommodate the injured employee and facilitate the return to work.

f. It will be the responsibility of the Insurance Carrier to maintain communication with the treating physician and the Enrolled Entity/Subcontractor to facilitate the prompt return of an employee to full work status.

I. Conflicting Safety Requirements

The District and SEWUP OCIP place a very high value on project safety. Each may have their own safety requirements that are very similar in nature. However, in the event the requirements are in conflict or one is silent on a particular matter, then the requirement affording the greatest of amount protection will control. For example, if the District's Safety Program Requirements do not mandate 6' Fall Protection, then Section "7.2 C Mandatory 6' Fall Protection" contained in the SEWUP Project Insurance Manual will control.

J. Noncompliance and Unsafe Practices

Owner or their representative shall have the authority to immediately cease any and all operation (s) on the jobsite that is deemed by Owner or their representative to be unsafe

to property or has the potential to cause Bodily Injury, pursuant to Title VIII California Code of Regulation, Section 1511. Any such cession of work shall not constitute recoverable delay or other contractual remedies for liquidated damages and may expose the offending contractor to any such losses to the District or other trades.

K. Professional Conduct Clause

Entity and subcontractors shall at all times adhere to safety requirements (contractual and regulatory) and shall encourage safe and professional behavior among their employees. Entity and subcontractors shall not allow on the job site any unfit person, unsafe person, anyone unskilled and unqualified to perform the work assigned to them, or anyone exhibiting such qualities. Any person in the employ of the contractor or subcontractor whom the District or the District's agent/representative may deem incompetent, unsafe, or unfit shall be immediately dismissed from the OCIP job site and shall not again be allowed on the OCIP the job site except with the written consent of District or the District's agent/representative. The District reserves the right to request that the contractor or subcontractor's assigned Project Supervisor/Manager be replaced immediately.

8.0 Claims Reporting

Accident/Claims Reporting Procedures – Overview

This section describes the basic procedures for reporting SEWUP claims: Workers' Compensation, General Liability, Pollution Liability, and Damage to the Project (Builder's Risk).

The OCIP Administrator provides an Accident Claims Reporting Guide to Enrolled Contractors and Subcontractors. The Accident Claims Reporting Guide provides instructions and necessary information for reporting a claim, including policy numbers and site location codes. **This manual includes the required claim forms and postings**. Additional claim forms can be obtained from the OCIP Administrator upon request.

8.1 Workers' Compensation Claim Reporting & Procedures

If the injury requires a doctor (or medical office) visit or involves lost time, please follow the procedures listed below.

Entity/Subcontractors' on-site personnel must follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury or death:

The main responsibility for any Entity/Subcontractor is first to see that the injured worker receives immediate medical care. Immediately contact 911 for any serious, traumatic, and life-threatening injuries.

If an employee reports a work injury or illness that is minor and does not require a doctor visit or time off from work, the supervisor should refer the employee to the nearest **First Aid Treatment** available at the jobsite.

Call Liberty Mutual Insurance Company at **1-800-362-0000 or email them at CLclaimsreports@libertymutual.com** to report the injury. Access the Workers' Compensation Claim Kit, sent to you by the Program Administrator, which contains forms to be completed by employee and employer, as well as accident reporting guidelines. Have the following items ready when reporting the claim:

- SEWUP **Workers' Compensation Policy Number (Provided at time of enrollment)**
- SEWUP **Site Location Code**

Medical Provider Network (MPN)

Liberty Mutual Insurance, the Statewide Educational Wrap Up Program's insurance carrier, has implemented the following Medical Provider Network (MPN):

Liberty Mutual Insurance MPN

The above MPN is to be utilized for the medical treatment of injured employees, unless the employee has pre-designated their medical provider prior to the date of loss. In emergency situations, it is always recommended that the injured worker be treated at an emergency medical facility first, and then sent to a physician in the Medical Provider Network (MPN).

MPN Regulations & Guidelines:

- California MPN rules and regulations require that the injured worker must receive the Full Written MPN Notification when an injury is reported, or at the time of injury. The English version is given to English speaking employees and the Spanish version is given to Spanish speaking employees. The Full Written MPN Notification must also be given to the injured worker when changing to and transferring open claims to the Gallagher Bassett Platinum MPN.
- The MPN regulations are silent about Employee Acknowledgement Letters. As an employer, you have the right to use acknowledgement letters for your employees to sign when you give your employee the Full Written MPN Notification.
- An MPN Panel Card shall be posted at SEWUP Project Jobsite, Displaying the Name, Address and a Map of Designated Medical Clinic close to the jobsite.
- **For locating participating medical providers** within the Liberty Mutual Insurance MPN, use your Internet Browser to access the below website, which will provide links for locating a medical provider within the network by specialty and by location,

  https://lmi.co/LMnetworks

State Required Workers' Compensation Forms

The Labor Code requires that an employee report any injury immediately to the employer. There are essential requirements for both the employer and employee to after the injury has been reported.

The Labor Code provides for possible penalties to be assessed if the following timelines are not met:

- Provision of the Employee Claim Form, DWC-1; report within one (1) working day of the employer's knowledge of a disability or injury beyond first aid. Each employer is responsible for providing this form to an injured employee. Should the employee not be available for hand delivery, mail the DWC-1 to the employee at their home address.
- Provision of the Employer's Report of Injury, Form 5020; report, within five (5) days of knowledge, every occupational injury or illness which results in lost time beyond the date of the incident or requires medical treatment at a medical facility. In addition, every serious illness/injury or death must be reported immediately by telephone or fax to the nearest office of the California Division of Occupational Safety and Health.

8.2 General Liability Claim Reporting

Entity/Subcontractor must immediately report all known or suspected First Party, Third Party or Pollution Liability incidents occurring at the Project Site involving bodily injury, death, or any damage to property to the following:

- Keenan & Associates - **1-310-212-0363 x.2116**. Have the following information ready when reporting claim
    - SEWUP **General Liability Policy Number**
    - SEWUP **Site Location Code**
- Program Administrator (SEWUP) – Email: TMyer@Keenan.com & SEWUP@keenan.com, Phone: (800) 654-8102. Notice of Occurrence - Accident/Incident Report may be email or faxed.

Note:
Always take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.

8.3 Builder's Risk Claim Reporting

Entity/Subcontractors must immediately report all property damage to your work or work of any other Contractor/Subcontractor at the Project Site, to the following:

- Keenan & Associates - **1-310-212-0363 x.2116**
- Ace USA Property Claims – Email: Propertyfirstnotices@acegroup.com, Phone: (800) 433-0385
- Program Administrator (SEWUP) – Email: TMyer@Keenan.com & SEWUP@keenan.com, Phone: (800) 654-8102.

Note:
Always take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.

8.4 Contractor's Pollution Liability Claim Reporting

Contractors/Subcontractors must immediately report all third-party accidents related to a known or suspected pollution incident at the Project Site involving bodily injury, death, or any damage to property to the following:

- Keenan & Associates - **1-310-212-0363 x.2116**
- Berkley Assurance Company - Electronic Reporting - **BCPclaims@BerkleyCP.com**
- Program Administrator (SEWUP) – Email: TMyer@Keenan.com & SEWUP@keenan.com, Phone: (800) 654-8102.

8.5 Automobile Claim Reporting

NO coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Entity and Subcontractor to report claims involving their automobiles to their own insurance carrier.

8.6 Instructions and Procedures – Litigation Papers, Legal Documents, etc.

If your firm is served with a lawsuit arising out of your involvement with the District's Project, or if receipt of litigation papers or legal documents is your first notice of a claim, forward to the following:

- Program Administrator (SEWUP) – Email: SEWUP@keenan.com, Phone: (800) 654-8102

8.7 Investigation Assistance/Confirmation of Claim Receipt

Entity/Subcontractors will assist in the investigation of any accident or occurrence involving injury to persons or property. Entity/Subcontractors must cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Upon receipt of the claim or incident from the Entity/Subcontractor, the respective OCIP insurance carrier will send a claims acknowledgment letter with the assigned claims file number. Always cooperate with the District or the OCIP insurer representatives in the accident investigation.

9.0 Required Project Forms

- **9.1 First Report of Injury (5020)**
- **9.2 Workers' Compensation Claim Form (DWC-1)**
- **9.3 Notice of Occurrence - Accident/Incident Report – General Liability, Pollution, Builder's Risk**

9.1 First Report of Injury (5020)

District Name: _____

Project Name: _____

State of California **EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS**	PLEASE COMPLETE (TYPE, IF POSSIBLE). MAIL TWO COPIES TO:	**OSHA CASE NO.** ☐ FATALITY

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers compensation benefits or payments of guilty of a felony.

NOTICE: California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious illness/injury or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health

EMPLOYER

1. FIRM NAME	1A. POLICY NUMBER	DO NOT USE THIS COLUMN
2. MAILING ADDRESS (Number and Street, City, ZIP)	2A. PHONE NUMBER	Case No.
3. LOCATION, IF DIFFERENT FROM MAILING ADDRESS (Number and Street, City, ZIP)	3A. LOCATION CODE	Ownership
4. NATURE OF BUSINESS, e.g., painting contractor, wholesale grocer, sawmill, hotel, etc.	5. STATE UNEMPLOYMENT INSURANCE ACCT NUMBER	Industry
6. TYPE OF EMPLOYER ☐ PRIVATE ☐ STATE ☐ CITY ☐ COUNTY ☐ SCHOOL DIST. ☐ OTHER GOV. – SPECIFY _____		Occupation

EMPLOYEE

7. EMPLOYEE NAME	8. SOCIAL SECURITY NUMBER	9. DATE OF BIRTH (mm dd yy)	Sex
10 HOME ADDRESS (Number and Street, City, ZIP)		10A. PHONE NUMBER	Age
11. SEX ☐ MALE ☐ FEMALE	12. OCCUPATION (Regular job title. NO initials, abbreviations or numbers)	13 DATE OF HIRE (mm dd yy)	Daily Hours
14 EMPLOYEE USUALLY WORKS ____ hours per day ____ days per week ____ total wkly. hrs	14A EMPLOYMENT STATUS (check applicable status at time of injury) ___ regular ___ part full-time ___ time temp. ___ seasonal	14B Under what class code of your policy were wages assigned	Days/week
15 GROSS WAGES/SALARY $_____ PER _____	16 OTHER PAYMENTS NOT REPORTED AS WAGES/Salary (e.g., tips, meals, lodging, overtime, bonuses, etc.)? ☐ YES $_____ PER _____ ☐ NO		Weekly Hours

INJURY OR ILLNESS

17. DATE OF INJURY OR ONSET OF ILLNESS (mm dd yy)	18 TIME INJURY ILLNESS OCCURRED A.M. P.M.	19 TIME EMPLOYEE BEGAN WORK A.M. P.M.	20. IF EMPLOYEE DIED, DATE OF DEATH (mm dd yy)	Weekly Wage
21 UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY ☐ YES ☐ NO	22. DATE LAST WORKED (mm dd yy)	23. DATE RETRUNED TO WORK (mm dd yy)	24. IF STILL OFF WORK CHECK THIS BOX ☐	County
25. PAID FULL WAGES FOR DAY OF INJURY OR LAST DAY WORKED ☐ YES ☐ NO	26. SALARY BEING CONT'D? ☐ YES ☐ NO	27. DATE OF EMPLOYER'S KNOWLEDGE NOTICE OF INJURY/ILLNESS (mm dd yy)	28. DATE EMPLOYEE WAS PROVIDED EMPLOYEE CLAIM FORM (mm dd yy)	Nature of Injury
29. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS, if available , e.g., second degree burns on right arm, tendonitis of left elbow, lead poisoning				Part of Body
30. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number and Street, City)	30A COUNTY	30B. ON EMPLOYER'S PREMISES ☐ YES ☐ NO		Source
31 DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g. shipping department, machine shop.		32. OTHER WORKERS INJURED/ ILL IN THIS EVENT? ☐ YES ☐ NO		Event
33. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., acetylene, welding torch, farm tractor, scaffold				Sec. Source
34. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., welding seams of metal forms, loading boxes into truck				Extent of Injury
35 HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS (e.g., worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld and burned right hand). USE SEPARATE SHEET IF NECESSARY				
36. NAME AND ADDRESS OF PHYSICIAN (Number and Street, City, ZIP)			36A. PHONE NUMBER	
37 IF HOSPITALIZED AS AN INPATIENT, NAME AND ADDRESS OF HOSPITAL (Number and Street, City, ZIP)			37A. PHONE NUMBER	

COMPLETED BY (type or print)	SIGNATURE	TITLE	DATE

9.2 Workers' Compensation Claim Form (DWC-1)

Formulario de Reclamo de Compensación para Trabajadores (DWC 1) y Notificación de Posible Elegibilidad

If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Attached is the form for filing a workers' compensation claim with your employer. **You should read all of the information below.** Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If required you will be notified by the claims administrator, who is responsible for handling your claim, about your eligibility for benefits.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Your employer will then complete the "Employer" section, give you a dated copy, keep one copy and send one to the claims administrator. Benefits can't start until the claims administrator knows of the injury, so complete the form as soon as possible.

Medical Care: Your claims administrator will pay all reasonable and necessary medical care for your work injury or illness. Medical benefits may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, and medicines. Your claims administrator will pay the costs directly so you should never see a bill. For injuries occurring on or after 1/1/04, there is a limit on some medical services.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your predesignated doctor. If a doctor says you still need treatment after 30 days, you may be able to switch to the doctor of your choice. Special rules apply if your employer offers a Health Care Organization (HCO) or after 1/1/05, has a medical provider network. Contact your employer for more information. If your employer has not put up a poster describing your rights to workers' compensation, you may choose your own doctor immediately.

Within one working day after an employee files a claim form, the employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for the alleged injury and shall continue to provide treatment until the date that liability for the claim is accepted or rejected. Until the date the claim is accepted or rejected, liability for medical treatment shall be limited to ten thousand dollars ($10,000).

Disclosure of Medical Records: After you make a claim for workers' compensation benefits, your medical records will not have the same privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, you will receive temporary disability payments. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Si Ud. se lesiona o se enferma, ya sea física o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación para trabajadores. Se adjunta el formulario para presentar un reclamo de compensación para trabajadores con su empleador. **Ud. debe leer toda la información a continuación.** Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran, dependiendo de la índole de su reclamo. Si se requiere, el/la administrador(a) de reclamos, quien es responsable del manejo de su reclamo, le notificará a usted, lo referente a su elegibilidad para beneficios.

Para presentar un reclamo, complete la sección del formulario designada para el "Empleado", guarde una copia, y déle el resto a su empleador. Entonces, su empleador completará la sección designada para el "Empleador", le dará a Ud. una copia fechada, guardará una copia, y enviará una al/a la administrador(a) de reclamos. Los beneficios no pueden comenzar hasta, que el/la administrador(a) de reclamos se entere de la lesión, así que complete el formulario lo antes posible.

Atención Médica: Su administrador(a) de reclamos pagará toda la atención médica razonable y necesaria, para su lesión o enfermedad relacionada con el trabajo. Es posible que los beneficios médicos incluyan el tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio y las medicinas. Su administrador(a) de reclamos pagará directamente los costos, de manera que usted nunca verá un cobro. Para lesiones que ocurren en o después de 1/1/04, hay un límite de visitas para ciertos servicios médicos.

El Médico Primario que le Atiende-*Primary Treating Physician PTP* es el médico con toda la responsabilidad para dar el tratamiento para su lesion o enfermedad. Generalmente, su empleador selecciona al *PTP* que Ud. Verá durante los primeros 30 días. Sin embargo, en condiciones específicas, es posible que usted pueda ser tratado por su médico pre-designado. Si el doctor dice que usted aún necesita tratamiento después de 30 días, es possible que Ud. pueda cambiar al médico de su preferencia. Hay reglas especiales que son aplicables cuando su empleador ofrece una Organización del Cuidado Médico (HCO) o depués de 1/1/05 tiene un Sistema de Proveedores de Atención Médica. Hable con su empleador para más información. Si su empleador no ha colocado un poster describiendo sus derechos para la compensación para trabajadores, Ud. puede seleccionar a su propio medico inmediatamente.

El empleador autorizará todo tratamiento médico consistente con las directivas de tratamiento applicables a la lesión o enfermedad, durante el primer día laboral después que el empleado efectúa un reclamo para beneficios de compensación, y continuará proveyendo este tratamiento hasta la fecha en que el reclamo sea aceptado o rechazado. Hasta la fecha en que el reclamo sea aceptado o rechazado, el tratamiento médico será limitado a diez mil dólares ($10,000).

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación para los trabajadores, sus expedientes médicos no tendrán la misma privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un(a) juez de compensación para trabajadores posiblemente decida qué expedientes se revelarán. Si Ud. Solicita privacidad, es posible que el/la juez "selle" (mantenga privados) ciertos expedientes médicos.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. recibirá pagos por incapacidad temporal. Es posible que estos pagos cambien o paren, cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres

Return to Work: *To help you to return to work as soon as* possible, you should actively communicate with your treating doctor, claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may be temporary or may be extended depending on the nature of your injury or illness.

Payment for Permanent Disability: If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

Vocational Rehabilitation (VR): If a doctor says your injury or illness prevents you from returning to the same type of job and your employer doesn't offer modified or alternative work, you may qualify for VR. If you qualify, your claims administrator will pay the costs, up to a maximum set by state law. VR is a benefit for injuries that occurred prior to 2004.

Supplemental Job Displacement Benefit (SJDB): If you do not return to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability. SJDB is a benefit for injuries occurring on or after 1/1/04.

Death Benefits: If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation, or you can hear recorded information and a list of local offices by calling **(800) 736-7401**. You may also go to the DWC web site at **www.dir.ca.gov**. Link to Workers' Compensation.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at **www.californiaspecialist.org**.

días en que Ud. no trabaje, a menos que Ud. sea hospitalizado(a) de noche, o no pueda trabajar durante más de 14 días.

Regreso al Trabajo: Para ayudarle a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atienda, el/la administrador(a) de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarle a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado, u otro trabajo, podría extenderse o no temporalmente, dependiendo de la índole de su lesión o enfermedad.

Pago por Incapacidad Permanente: Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

Rehabilitación Vocacional: Si el doctor dice que su lesión o enfermedad no le permite regresar a la misma clase de trabajo, y su empleador no le ofrece trabajo modificado o alterno, es posible que usted reúna los requisitos para rehabilitación vocacional. Si Ud. reúne los requisitos, su administrador(a) de reclamos pagará los costos, hasta un máximo establecido por las leyes estatales. Este es un beneficio para lesiones que ocurrieron antes de 2004.

Beneficio Suplementario por Desplazamiento de Trabajo: Si Ud. No vuelve al trabajo en un plazo de 60 días después que los pagos por incapcidad temporal terminan, y su empleador no ofrece un trabajo modificado o alterno, es posible que usted reúne los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un Nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitios, el administrador(a) de reclamos pagará los costos hasta un máximo establecido por las leyes estatales basado en su porcentaje del incapicidad permanente. Este es un beneficio para lesiones que ocurren en o después de 1/1/04.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que vivan en el hogar, que dependían económicamente del/de la trabajador(a) difunto(a).

Es ilegal que su empleador le castigue o despida, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por atestiguar en el caso de compensación para trabajadores de otra persona. (El Codigo Laboral sección 132a). Si es probado, puede ser que usted reciba pagos por perdida de sueldos, reposición del trabajo, aumento de beneficios, y gastos hasta un límite establecido por el estado. Ud. tiene derecho a estar en desacuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador(a) de reclamos, para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios de Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División estatal de Compensación al Trabajador *(Division of Workers' Compensation – DWC)*, o puede escuchar información grabada, así como una lista de oficinas locales, llamando al **(800) 736-7401**. Ud. también puede ir al sitio electrónico en el Internet de la DWC en **www.dir.ca.gov.** Enlácese a la sección de Compensación para Trabajadores.

Ud. puede consultar con un(a) abogado(a). La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un(a) abogado(a), sus honorarios se tomarán de sus beneficios. Para obtener nombres de abogados de compensación para trabajadores, llame a la Asociación Estatal de Abogados de California *(State Bar)* al (415) 538-

2120, ó vaya a su sitio electrónico en el Internet en **www.californiaspecialist.org**.

State of California
Department of Industrial Relations
DIVISION OF WORKERS' COMPENSATION

Estado de California
Departamento de Relaciones Industriales
DIVISION DE COMPENSACIÓN AL TRABAJADOR

WORKERS COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC 1)

Employee: Complete the **"Employee"** section and give the form to your employer. Keep a copy and mark it **"Employee's Temporary Receipt"** until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at **(800) 736-7401**. An explanation of workers' compensation benefits is included as the cover sheet of this form.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Empleado: *Complete la sección* ***"Empleado"*** *y entregue la forma a su empleador. Quédese con la copia designada* ***"Recibo Temporal del Empleado"*** *hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la Division de Compensación al Trabajador al* ***(800) 736-7401*** *para oir información gravada. En la hoja cubierta de esta forma esta la explicatión de los beneficios de compensación al trabjador.*

Ud. también debería haber recibido de su empleador un folleto describiendo lo s benficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

Employee—complete this section and see note above. ***Empleado—complete esta sección y note la notación arriba.***

1. Name. *Nombre.* _____ Today's Date. *Fecha de Hoy.* _____
2. Home Address. *Dirección Residencial.* _____
3. City. *Ciudad.* _____ State. *Estado.* _____ Zip. *Código Postal.* _____
4. Date of Injury. *Fecha de la lesión (accidente).* _____ Time of Injury. *Hora en que ocurrió.* _____ a.m. _____ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde occurió el accidente.* _____
6. Describe injury and part of body affected. *Describa la lesión y parte del cuerpo afectada.* _____
7. Social Security Number. *Número de Seguro Social del Empleado.* _____
8. Signature of employee. *Firma del empleado.* _____

Employer—complete this section and see note below. ***Empleador—complete esta sección y note la notación abajo.***

9. Name of employer. *Nombre del empleador.* _____
10. Address. *Dirección.* _____
11. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
12. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
13. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
14. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia adminstradora de seguros.* _____
15. Insurance Policy Number. *El número de la póliza de Seguro.* _____
16. Signature of employer representative. *Firma del representante del empleador.* _____
17. Title. *Título.* _____ 18. Telephone. *Teléfono.* _____

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within **one working day** of receipt of the form from the employee.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

❑ Employer copy
Copia del Empleador

❑ Employee copy
Copia del Empleado

Empleador: *Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de* ***un día hábil*** *desde el momento de haber sido recibida la forma del empleado.*

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

❑ Claims Administrator
Administrador de Reclamos

❑ Temporary Receipt/
Recibo del Empleado

9.3 Notice of Occurrence - Accident/Incident Report – General Liability, Pollution, Builder's Risk

SEWUP

Notice of Occurrence

ACCIDENT / INCIDENT REPORT – GENERAL LIABILITY/POLLUTION/BUILDERS RISK

Keenan & Associates 2355
Crenshaw Blvd. Torrance, CA 90501
www.SEWUP.ORG
Licence No. 0451271

Date:

Contact:	Project Location Code:	Date of Loss & Time:	☐ AM ☐ PM
Phone:			
Cell:	Carrier:		NAIC Code:
Fax:	Policy No.:		Client ID No.:
Email:			

School District

Name of Insured:		Insureds Mailing Address:	
Contact Name:	Title:		
Primary Phone: ☐ Bus ☐ Cell	Secondary Phone: ☐ Bus ☐ Cell	Primary Email:	Secondary Email:

Contractor

Name of Insured:		Insureds Mailing Address:	
Contact Name:	Title:		
Primary Phone: ☐ Bus ☐ Cell	Secondary Phone: ☐ Bus ☐ Cell	Primary E-mail:	Secondary E-mail:

Occurrence

Location of Occurrence / Address (Describe Location if No Specific Address):	Police or Fire Dept. Contacted?
	Report No.:
Description of Occurrence:	

Property

Premises: Claimant (1) is: ☐ Owner ☐ Tenant ☐ Insured Party		Premises: Claimant (2) is: ☐ Owner ☐ Tenant ☐ Insured Party	
Type of Damage:		Type of Damage:	
Damaged Party (1) Name & Address (If not insured):		Damaged Party (2) Name & Address (If not insured):	
Primary Phone:	☐ Home ☐ Bus. ☐ Cell	Primary Phone:	☐ Home ☐ Bus. ☐ Cell
Secondary Phone:	☐ Home ☐ Bus. ☐ Cell	Secondary Phone:	☐ Home ☐ Bus. ☐ Cell
Primary Email:		Primary Email:	
Secondary Email:		Secondary Email:	
Location of Property for Inspection:		Location of Property for Inspection:	

SEWUP - Notice of Occurrence Page 1 of 2

Injured Party

Damaged Party (1) Name & Address (If not insured):		Damaged Party (2) Name & Address (If not insured):	
Primary Phone:	☐Home ☐Bus ☐Cell	Primary Phone:	☐Home ☐Bus ☐Cell
Secondary Phone:	☐Home ☐Bus ☐Cell	Secondary Phone:	☐Home ☐Bus ☐Cell
Primary E-mail:		Primary E-mail:	
Secondary E-mail:		Secondary E-mail:	
Age: Sex: Occupation:		Age: Sex: Occupation:	
Where Taken:		Where Taken:	
Describe Injury:		Describe Injury:	
What Was Injured Doing:		What Was Injured Doing:	

Witnesses

Damaged Party (1) Name & Address (If not insured):		Damaged Party (2) Name & Address (If not insured):	
Primary Phone:	☐Home ☐Bus ☐Cell	Primary Phone:	☐Home ☐Bus ☐Cell
Secondary Phone:	☐Home ☐Bus ☐Cell	Secondary Phone:	☐Home ☐Bus ☐Cell
Primary E-mail:		Primary E-mail:	
Secondary E-mail:		Secondary E-mail:	

Remarks

Reported By:	Reported To:

SEWUP - Notice of Occurrence Page 2 of 2

SEWUP EDUCATION CONSTRUCTION INSURANCE

10.0 Frequency Asked Questions (FAQs)

General

1. **Who is insured under an Owner Controlled Insurance Program?**

   The District (Owner) and enrolled Entity and their enrolled Subcontractors any tier who perform operations at the Project Site described in the Site Lease and Facilities Lease are insured under the OCIP.

2. **Who is managing the Owner Controlled Insurance Program?**

   Keenan & Associates is the Program Administrator for this Owner Controlled Insurance Program, otherwise known as Statewide Educational Wrap Up Program (SEWUP).

3. **Is Project Site Defined?**

   Yes. Project Site is on file with the insurance company, as described in the applicable Contract Documents.

4. **What insurance is provided to Entity/Subcontractors under the Owner Controlled Insurance Program (OCIP)?**

   The District (Owner) has agreed to procure the following insurance:

   a. Workers' Compensation and Employer's Liability
   b. General Liability Insurance for Personal Injury, Bodily Injury and Property Damage Liability
   c. Builder's Risk
   d. Contractor's Pollution Liability (course of construction only)

5. **Does the OCIP cover any contractor's equipment?**

   No. Entity and Subcontractors must maintain this coverage.

6. **Are there other types of insurance normally purchased by Contractors, which are not included?**

   Yes. Examples are:

   a. Bonds, if required by contract
   b. Contractor's Automobile Liability and Physical Damage Insurance
   c. Contractor's Equipment Floater

SEWUP EDUCATION CONSTRUCTION INSURANCE

7. **Does the Entity/Subcontractor insured under the OCIP have to provide evidence of insurance?**

Yes. The contract requires that, prior to commencement of on-site activities; each Entity/Subcontractor shall furnish a Certificates of Insurance evidencing coverage for:

a. Workers' Compensation
b. General Liability

Certificates of Insurance and Additional Named Insured Endorsements, specifically naming the Owner, are also required for:

a. Automobile Liability
b. Any other required coverages outlined in the Contract and the Project Insurance Manual.

8. **How is the Entity/Subcontractor's bid to be submitted?**

The Entity/Subcontractor needs to submit their bid excluding certain insurance costs, as outlined in the Contract. Change Orders also need to be submitted without insurance costs.

9. **When will the Entity/Subcontractor receive a Certificate of Insurance insuring them under the OCIP?**

Eligible Entity/Subcontractors awarded a contract will be furnished a Certificate of Insurance upon Program Administrator's review and acceptance of the Contract Enrollment via WrapPortal.

10. **Will all Entity/Subcontractors receive information concerning their loss experience?**

This information is available, upon request, from the Program Administrator.

11. **How long are the policies kept in-force for the Entity/Subcontractor?**

The policy periods commence on the date of "Award" and terminate as defined in the Contract Documents. The only extension is for General Liability "Completed Operations" which is for ten (10) years after Notice of Completion filed by the Owner.

SEWUP EDUCATION CONSTRUCTION INSURANCE

12. Does the OCIP provide coverage for truckers, vendors and suppliers?

No. Subcontractors whose sole duties are as truckers, vendors, or suppliers are not included in the program. If contracted with an on-site installer, vendors and/or suppliers should be enrolled in the OCIP for General Liability only, as it pertains to the contractual relationship of the installer's on-site work.

13. Are all Entities/Subcontractors, of any tier, required to complete their own OCIP enrollment, before they will be allowed to begin job site activity?

All Entities/Subcontractors, regardless of tier, must complete a Contract Enrollment via WrapPortal, prior to commencement of on-site activities. Upon acceptance by the OCIP Administrator, each Entity/Subcontractor will receive an enrollment confirmation packet, which includes a Certificate of Insurance evidencing the OCIP coverages.

14. What document do I use to show my Agent/Broker and Insurer that I'm covered under the OCIP?

All Entities/Subcontractors enrolled under the OCIP program receive individual workers' compensation policies and Certificates of Insurance evidencing coverage under the OCIP program.

Workers' Compensation and Employers' Liability Insurance Questions

1. What insurance company writes the Workers' Compensation and Employer's Liability coverage?

Liberty Mutual Insurance Company.

2. What is the coverage term?

The coverage term for each Entity/Subcontractor will coincide with the Start Date provided at OCIP enrollment. OCIP Workers' Compensation policies are renewed each year until receipt of OCIP Contractor's Completion Notice.

SEWUP EDUCATION CONSTRUCTION INSURANCE

3. How will the Entity/Subcontractor's payroll be classified?

Insurance Company will classify payrolls in accordance with California law under the Workers' Compensation Insurance Rating Bureau regulations, classifications, rates and rating plans. The Monthly Project Site Payroll Form will be used for Contractors/Subcontractors' monthly payroll submissions.

4. Will Program Administrator inspect the job and make recommendations regarding loss control and safety?

Yes. The Program Administrator will conduct periodic loss control surveys on behalf of the Owner. These surveys will focus on evaluating the contractors' efforts to control Workers' Compensation, General Liability, and Builder's Risk exposures. These surveys are intended to assist contractors in identifying these exposures and take the appropriate actions to minimize the likelihood of loss.

5. Will there be other people who will make job site inspections?

Yes. The insurance company's Risk Engineer may conduct periodic site inspections to verify compliance with State requirements. State, City and Federal inspectors may also make inspections.

General Liability Insurance for Personal Injury, Bodily Injury and Property Damage Liability Questions

1. What insurance company writes the primary coverage for Personal Injury, Bodily Injury, and Property Damage Liability coverage?

Certain Underwriters at Lloyd's of London

2. Is Completed Operations coverage provided beyond acceptance of the work performed under the Contract?

Yes. The extension for General Liability "completed operations" is for ten (10) years after Notice of Completion is filed by the District, or date Occupancy is taken.

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EDUCATION CONSTRUCTION INSURANCE

11.0 Known Policy Exclusions

Workers' Compensation
Bodily Injury Outside US or Canada
Bodily Injury To Any Member of Flying Crew
Bodily Injury To Person Subject To Federal Workers' Compensation
Bodily Injury To Person Subject To Occupational Disease Laws
Contractual Liability
Employees Knowingly Employed Illegally
Employment Related Practices
Intentional or Aggravated Bodily Injury
Obligations Imposed By Disability Benefits or Any Similar Law
Obligations Imposed By Occupational Disease Laws
Obligations Imposed By Unemployment Compensation Laws
Obligations Imposed By Workers' Compensation Laws
State or Federal Law Violation Fines, Penalties

General Liability
Aircraft, Auto or Watercraft
Asbestos
Medical Payments Coverage
Certain Exclusions to Personal and Advertising Injury Liability
Certified Acts of Terrorism
Communicable Disease
Contractual Liability (Limited Coverage Provided)
Cross Suits – Limited
Cyber and Data
Employers Liability
Employment Related Practices
Expected or Intended Injury
Fungi Or Bacteria
Lead
Certain exclusions for transportation or use of
Mobile Equipment
Nuclear
Personal and Advertising Bodily Injury
Pollution and Hazardous Materials
Prior Continuous, or Progressively Deteriorating Injury or Damage
Professional Liability
Property Damage to the Project During the Course of Construction
Punitive Damages
Residential and Condominium Conversion
Recall of Products, Work Or Impaired Property

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EDUCATION CONSTRUCTION INSURANCE

Silica or Silica Mixed Dust
Subsidence - Conditional Warranty – So long as Contractor/Subcontractors follows specifications of geotechnical/environmental reports then the exclusion will be waived; if not, exclusion will be fully implemented
Violation of Statutes Governing Collecting, Transmitting Information
Violation of Statutes Governing Email, Fax, Phone Calls
War
Workers Compensation and Similar Laws

Builder's Risk
Asbestos
Certain Offsite Property
Certain Release, Discharge, Escape, or Dispersal of Contaminants or Pollutants
Certified Acts of Terrorism (Optional Coverage)
Cessation of Work
Consequential Loss (except as provided in Delay in Opening Coverage)
Communicable Disease
Contractor's Tools, Machinery, Plans, Equipment
Cost of Making Good (Optional Coverage)
Damage to Existing Property (Optional Coverage)
Damage While Testing Prototype or Used Machinery/Equipment
Damages, Fines, Penalties at Government Agency or Court Order
Disappearance or When Revealed by Inventory Shortage Alone
Earth Movement (Optional Coverage)
Electrical, Magnetic, or Errors Related to Electronic Records
Financial Accounts, Instruments, Stamps, Deeds, Precious Material
Flood (Optional Coverage) (rain and the accumulation of rainwater included in Flood definition)
Foreign Terrorism
Infidelity, Dishonesty, Fraudulent Activity of Insured
Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
Loss Under Any Manufacturer or Supplier Guarantee/Warranty
Normal Subsidence
Nuclear
Offshore or Barrier Island Property
Property That Stores, Processes, or Handles Radioactive Materials
Rolling Stock, Aircraft, Watercraft
Software Loss, unless results from an Open Peril
Standing Timber, Growing Crops, Animals
Vehicles or Equipment Licensed For Highway Use
War and Military Action

Contractors Pollution Liability
Auto, Aircraft, Vessel Or Rolling Stock
Claims Between Certain Insureds
Contractual Liability

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Damage To Property
Fines, Penalties, and Treble Damages
Employment Related Practices
Owned Hazardous Materials Facility
Nuclear
Other Entities
Pre-Existing Conditions
Products
Terrorism
War
Workers Compensation and Similar Laws

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **H.8**

MEETING DATE: **11/17/2026**

SUBJECT: Lease-Leaseback Contract Award for the Laurel Ruff Transitional School Modernization Project

DEPARTMENT: Operations

ACTION REQUESTED:
The superintendent is recommending that the board adopt Resolution No. 4287, awarding the lease-leaseback contract for Laurel Ruff Transitional School Modernization Project (the "Project") to S+B James Construction California, Inc. pursuant to Education Code section 17406.

RATIONALE/BACKGROUND:
The Project shall include, but not be limited to, modernization of the existing classroom buildings, expansion of the administration offices, and reconfiguring and expansion of the main parking lot. The Facilities Lease Agreement and Site Lease Agreement are available for reference at the Facilities Business Office.

ATTACHMENT(S):
1. Resolution No. 4287

BOARD COMMITTEE ACTION/COMMENT:
Facilities Committee: 06/02/2026, 10/06/2026

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
Fund 21 - Building Fund Restricted

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

APPROVED BY: Frank Camarda, Chief Operations Officer
Melissa Bassanelli, Superintendent of Schools

RESOLUTION BEFORE THE SAN JUAN UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION APPROVING THE AWARD OF THE LEASE-LEASEBACK CONTRACT TO S+B JAMES CONSTRUCTION CALIFORNIA, INC. FOR THE LAUREL RUFF TRANSITIONAL SCHOOL MODERNIZATION PROJECT AND SETTING FORTH THE WRITTEN BASIS FOR THIS DECISION TO AWARD

RESOLUTION NO. 4287

WHEREAS, section 17406 of the Education Code authorizes school districts, including the San Juan Unified School District ("District"), to use the lease-leaseback procurement process;

WHEREAS, by Resolution No. 2831, the San Juan Unified School District Board of Education adopted the mandatory procedures and guidelines for use in lease-leaseback projects;

WHEREAS, consistent with those mandatory procedures and guidelines, the District issued Request for Proposals #27-203 ("RFP"), which (1) included a requirement for proposers to be prequalified under Section 20111.6 of the Public Contract Code, (2) included an estimate of the price of the Project, a description of preconstruction services to be provided, and a description of the facilities to be constructed; (3) included the key elements of the instrument to be awarded; (4) included a description of the criteria to be considered in evaluating the Proposals; and (5) included the scoring to be applied to the proposals; and

WHEREAS, eight (8) potential lease-leaseback proposers submitted Proposals in response to the RFP, which, the district has carefully examined.

NOW, THEREFORE, pursuant to Education Code section 17406 the San Juan Unified School District Board of Education does hereby determine to award the Site Lease and Facilities Lease for the Project to S+B James Construction California, Inc. for the following reasons:

1. The district determined to select its lease-leaseback provider for the Project based on best value in accordance with the evaluation criteria stated in the RFP.

2. S+B James Construction California, Inc. submitted a Proposal responsive to the RFP, which has been determined to present the best value to the district. The other three shortlisted proposers received best value ranking of 2nd Place for Landmark Construction, Inc., 3rd Place for Clark/Sullivan Construction, and 4th Place for Balfour Beatty.

3. S+B James Construction California, Inc. demonstrated that it will satisfy the skilled and trained workforce availability, as defined in Public Contract Code section 2601.

4. The initial amount of the Facilities Lease shall be $138,388.00 for preconstruction services only. No construction services are authorized at this time without DSA approval.

The foregoing findings and decision to award were made by the San Juan Unified School District Board of Education at a meeting of the Board on November 17, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tanya Kravchuk, President
San Juan Unified School District
Board of Education

Attest:

_____
Nick Bloise, Clerk
San Juan Unified School District
Board of Education

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **H.9**

MEETING DATE: **11/17/2026**

SUBJECT: Lease-Leaseback Contract Award for the Orange Grove Interim Housing Project

DEPARTMENT: Operations

ACTION REQUESTED:
The superintendent is recommending that the board adopt Resolution No. 4289, awarding the lease-leaseback contract for Orange Grove Interim Housing Project (the "Project") to S+B James Construction California, Inc. pursuant to Education Code section 17406.

RATIONALE/BACKGROUND:
The Project is to facilitate interim housing for the Laurel Ruff Transitional School Modernization Project. The scope shall include, but not be limited to sitework, underground utilities, wood foundation, path of travel, low voltage and electrical hook-ups associated with the installation of Mobile Modular temporary housing including restrooms, classrooms, and office. There will be minor re-fresh scope at existing classrooms to include flooring and paint. The Site Lease Agreement and Facilities Lease Agreement are available for reference at the Facilities Business Office.

ATTACHMENT(S):
1. Resolution No. 4289

BOARD COMMITTEE ACTION/COMMENT:
Facilities Committee: 06/02/2026, 10/06/2026

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
Fund 21 - Building Fund Restricted

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

APPROVED BY: Frank Camarda, Chief Operations Officer
Melissa Bassanelli, Superintendent of Schools

RESOLUTION BEFORE THE SAN JUAN UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION APPROVING THE AWARD OF THE LEASE-LEASEBACK CONTRACT TO S+B JAMES CONSTRUCTION CALIFORNIA, INC. FOR THE ORANGE GROVE INTERIM HOUSING PROJECT AND SETTING FORTH THE WRITTEN BASIS FOR THIS DECISION TO AWARD

RESOLUTION NO. 4289

WHEREAS, section 17406 of the Education Code authorizes school districts, including the San Juan Unified School District ("District"), to use the lease-leaseback procurement process;

WHEREAS, by Resolution No. 2831, the San Juan Unified School District Board of Education adopted the mandatory procedures and guidelines for use in lease-leaseback projects;

WHEREAS, consistent with those mandatory procedures and guidelines, the District issued Request for Proposals #27-203 ("RFP"), which (1) included a requirement for proposers to be prequalified under Section 20111.6 of the Public Contract Code, (2) included an estimate of the price of the Project, a description of preconstruction services to be provided, and a description of the facilities to be constructed; (3) included the key elements of the instrument to be awarded; (4) included a description of the criteria to be considered in evaluating the Proposals; and (5) included the scoring to be applied to the proposals; and

WHEREAS, eight (8) potential lease-leaseback proposers submitted Proposals in response to the RFP, which, the district has carefully examined.

NOW, THEREFORE, pursuant to Education Code section 17406 the San Juan Unified School District Board of Education does hereby determine to award the Site Lease and Facilities Lease for the Project to S+B James Construction California, Inc. for the following reasons:

1. The district determined to select its lease-leaseback provider for the Project based on best value in accordance with the evaluation criteria stated in the RFP.

2. S+B James Construction California, Inc. submitted a Proposal responsive to the RFP, which has been determined to present the best value to the district. The other three shortlisted proposers received best value ranking of 2nd Place for Landmark Construction, Inc., 3rd Place for Clark/Sullivan Construction, and 4th Place for Balfour Beatty.

3. S+B James Construction California, Inc. demonstrated that it will satisfy the skilled and trained workforce availability, as defined in Public Contract Code section 2601.

4. The initial amount of the Facilities Lease shall be $36,929.00 for preconstruction services only. No construction services are authorized at this time without DSA approval.

The foregoing findings and decision to award were made by the San Juan Unified School District Board of Education at a meeting of the Board on November 17, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tanya Kravchuk, President
San Juan Unified School District
Board of Education

Attest:

_____
Nick Bloise, Clerk
San Juan Unified School District
Board of Education

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **J.1**

MEETING DATE: **11/17/2026**

SUBJECT: **Certification of Rio Americano High School Stadium Improvements Project Environmental Impact Report (EIR), Adoption of Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (Camarda) - 7:25 p.m.**

DEPARTMENT: Operations

ACTION REQUESTED:
Action: The superintendent is recommending that the board adopt Resolution No. 4290, certifying the Environmental Impact Report ("EIR") (SCH#2026010094) for the Rio Americano High School Stadium Improvements Project, Adopting the CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program ("MMRP"), and Authorizing the Filing of the Notice of Determination ("NOD") under the California Environmental Quality Act ("CEQA").

RATIONALE/BACKGROUND:
The District proposes to construct improvements to the existing athletic stadium and related facilities at Rio Americano High School ("Rio Americano High School Stadium Improvements Project" or "Project"), located at 4540 American River Drive, in the County of Sacramento. The purpose of the Project is to improve the school's existing stadium and athletic facilities through the installation of new high-mast light standards, removal of existing bleachers, installation of new and expanded bleacher seating, installation of an upgraded public address system, and the addition of a new press box.

The purpose of the requested action is to comply with CEQA requirements for the Project. The District contracted with environmental consultant AECOM to prepare an Environmental Impact Report ("EIR") and supporting technical studies to identify whether any significant environmental impacts could result from the proposed Project.

The EIR determined that the proposed Project would result in significant and unavoidable adverse impacts only as to construction and operational noise. All other potentially significant impacts can be feasibly mitigated to less-than-significant levels. The complete EIR, including the accompanying Mitigation Monitoring and Reporting Program ("MMRP"), can be found on the District's website at: www.sanjuan.edu/riostadium.

Pursuant to CEQA, on January 5, 2026, the District circulated a Notice of Preparation ("NOP") of an EIR to the State Clearinghouse, responsible and trustee agencies, interested parties, and organizations. The District issued a Notice of Completion ("NOC") of the Draft EIR on August 31, 2026, followed by a Notice of Availability ("NOA") of the Draft EIR on September 2, 2026. The District subsequently circulated the Draft EIR for public review and comments for a 45-day period from September 2, 2026 to October 16, 2026. The comments received on the Draft EIR were reviewed by AECOM and District staff, and responses were prepared and provided to all commenting agencies on November 6, 2026. A Final EIR containing minor edits to the text of the Draft EIR, along with responses to all comments submitted on the Draft EIR, was published on November 7, 2026.

Upon approval of the Project, the District shall file a Notice of Determination ("NOD") with the County Clerk for the County of Sacramento.

ATTACHMENT(S):
1. Presentation
2. Resolution No. 4290
3. County of Sacramento DOT Further Comments on Final EIR Response and District's Reply

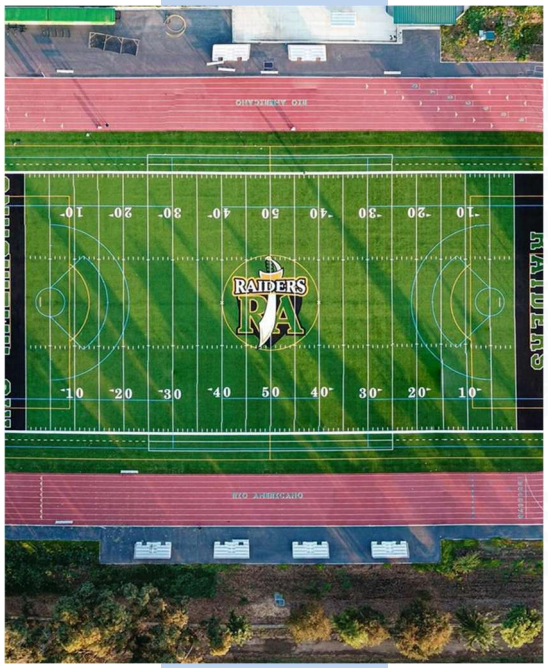
BOARD COMMITTEE ACTION/COMMENT:
Facilities Committee:11/04/2025 (Preliminary Design), 11/03/2026 (Presentation)

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
Fund 21 - $300,000

PREPARED BY: Frank Camarda, Chief Operations Officer

APPROVED BY: Melissa Bassanelli, Superintendent of Schools



Rio Americano High School Stadium Improvement Project

Board of Education
Nov. 17, 2026

1

1

Today's Overview

1. The Need and Impact
2. Community Engagement
3. Environmental Impact Report
4. Legal Requirements
5. Stadium Design
6. Timeline

2

2

The Need and Impact



1 Schools as Center of Community

1C.2 Bleachers
1C.3 Stadium Lighting
1C.5 Press Box

- Facilities Master Plan identified bleachers, stadium lighting and a press box as a need for the current school stadium
- Our why:
  - Students
  - Community
  - Opportunities
  - Memories

3

3

Process Overview



01 Awareness of Potential Project

Oct. 13, 2025 - In-Person Meeting Community Meeting
80+ attendees

02 Notice of Preparation and Initial Study

Jan. 6-Feb. 5, 2026 - Public Comment Period
Jan. 7 - In-Person Environmental Impact Report Scoping Meeting (50+ attendees)



03 Design Review

Aug. 27, 2026 - In-Person Design Review Opportunity, 50+ attendees

04 Draft Environmental Impact Report

Sept. 2-Oct. 16 - Public Comment Period

4

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Community Engagement - Outreach

Launched project webpage, regularly updated with key information

- 39 individuals signed up via an online form and received email updates over the past year

Multi-faceted outreach:

- Mailed four update notices to Rio Americano neighbors
  - First mailer sent to neighbors within a ¼ mile radius
  - Subsequent three mailers sent to neighbors within a ½ mile radius
- Communicated with Rio Americano staff, students and families via emails, phone calls, newsletters and the school website
- Banner placed at the front of the school





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Community Engagement - Feedback Opportunities

- Three in-person opportunities hosted at Rio Americano High School (Oct. 13, 2025, Jan. 7, 2026 and Aug. 27, 2026)

- Online feedback forms solicited 176 comments throughout the process, including during:
  - Notice of Preparation and Initial Study 30-Day Comment Period (87 submissions)
  - Environmental Input Form (61 submissions)
  - Design Review Opportunity (28 submissions)





6

6

California Environmental Quality Act

- Purpose
  - Disclosure
  - Feasible mitigation
  - Potentially feasible alternatives
  - Balance environmental consequences with other benefits
- Informs decision making

7

7

Project Objectives

- Enhance the Rio Americano High School campus as a **Center of Community**
- Provide a facility that is well suited and has the **capacity for athletic and non-athletic events**, including all school assemblies, graduation, other special and regular events
- Expand the capability of Rio Americano High School to host athletic and non-athletic events and conduct outdoor student activities during **cooler parts of the day**
- **Enhance the high school athletic experience** for students, parents, alumni, and the Rio Americano High School community
- Increase **flexibility for scheduling** on-campus outdoor activities over the course of the day and evening
- Optimize scheduling opportunities for athletic practices and competitions **outside of normal classroom instruction times** of the day.

8

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Environmental Review Process

- Notice of Preparation
  - Jan. 6 through Feb. 5, 2026
- Scoping Meeting
  - Jan. 7, 2026
- Draft Environmental Impact Report (EIR)
  - Sept. 2 through Oct. 16, 2026
- Final EIR
  - Including response to comments
  - Minor updates to the Draft EIR

9

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Environmental Impact Report

- All environmental topics evaluated
- NOP and scoping meeting informed Draft EIR
  - American River Parkway impacts, noise and lighting, surrounding residents and noise, increased traffic, lack of sufficient parking
- Impacts above existing (baseline) conditions
- Project details and conservative assumptions
- Project-level impacts and cumulative effects evaluated
- Alternatives
  - No project, Reconfigure stadium and athletic fields to the north

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Final EIR

- Responses to all comments from agencies, individuals, + organizations
- Clarify the nature of the proposed project
- Underscore the project objectives
- Help commenters to find the environmental analysis
- Clarify the analysis, as presented in the Draft EIR
- Revisions to the Draft EIR text – “Errata”

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EIR Impact Summary

- Less than significant impacts or no impact
  - Agriculture, visual character, air quality, cultural resources, energy, geology and soils, greenhouse gases, hazardous materials, hydrology and water quality, land use and planning, mineral resources, population and housing, public services, recreation, utilities, wildfire,
- Less than significant with mitigation
  - Light and glare, biological resources, construction-related air quality, inadvertent discovery of cultural resources, event-related transportation conflicts, tribal cultural resources
- Significant and unavoidable impacts
  - Noise

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Mitigation

- Clear operational protocols
- Contract documents
- Air quality
- Biological resources
- Cultural resources
- Lighting
- Noise
- Transportation
- Tribal cultural resources

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Mitigation

- Biological resources
  - Environmental awareness training
  - Best practices for biological resources
  - Avoid elderberry
  - Preconstruction surveys and avoid pond turtle, nesting birds
- Lighting
  - Obtained “pass” rating from International Dark Sky Association

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Mitigation

- Noise
  - Reduce short-term construction noise
  - Stadium event noise controls
    - Public address system design - small speakers, orientation, zone controls, limiter, testing, performance
    - Evening scheduling, prohibitions after 10pm
    - No artificial noisemakers
    - Signage and announcements
    - Bleacher noise-reducing treatments

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Mitigation

- Transportation
  - Shared-use parking agreement
  - Event transportation management
    - Parking locations and pedestrian routes, advance information to attendees, event staff and wayfinding
    - Pedestrian safety measures
    - Avoid vehicle queues, blocking driveways, sidewalks, bike lanes, adaptive management
  - High-capacity event access and circulation management

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Statement of Overriding Considerations

- Benefits that outweigh the significant and unavoidable impact
- Enhance the Rio Americano High School campus as a Center of Community
- Allow hosting of athletic and non-athletic events
- Use cooler parts of the day
- Enhance the high school athletic experience
- Increase flexibility for scheduling on-campus outdoor activities
- Schedule competitions outside of normal classroom instruction times of the day

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Legal Requirements

Core Legal Standards

- **Sufficient Analysis:** Enough detail for Board to intelligently weigh environmental consequences, though evaluation does not need to be exhaustive. Need not conduct every study demanded.
- **Reasonably Feasible:** Sufficiency of analysis, mitigation, and alternatives measured against what is practical and feasible under the circumstances.
- **Good Faith Disclosure:** Courts look for adequacy, completeness, and a good-faith attempt at transparency, not absolute perfection.
- **Expert Disagreement:** Conflicting opinions among experts do not make an EIR inadequate; the document must simply summarize the main points of disagreement and explain why agency selects one set of judgments over another.

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Legal Requirements

Substantial Evidence Standard for EIR Adequacy

- District's record demonstrates EIR is supported by facts, reasonable assumptions based on facts, or expert opinion supported by facts.
- Issues of community concern (aesthetics, biological resources, noise, traffic) were all extensively analyzed and discussed in EIR, and the District's conclusions are supported by technical expertise.

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Legal Requirements

Procedures and Considerations for EIR Certification & Project Approval

- Board presented with Final EIR (consisting of Draft EIR, comments and responses, and minor revisions), a Mitigation Monitoring Program, CEQA Findings of Fact, and proposed Statement of Overriding Considerations in support of staff recommendation to approve proposed Project.
- If Board wants to approve Project, it must first certify that:
  - Final EIR was completed in compliance with CEQA requirements
  - Board has reviewed and considered Final EIR prior to approving project
  - Final EIR reflects District's independent judgment and analysis.

20

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Legal Requirements

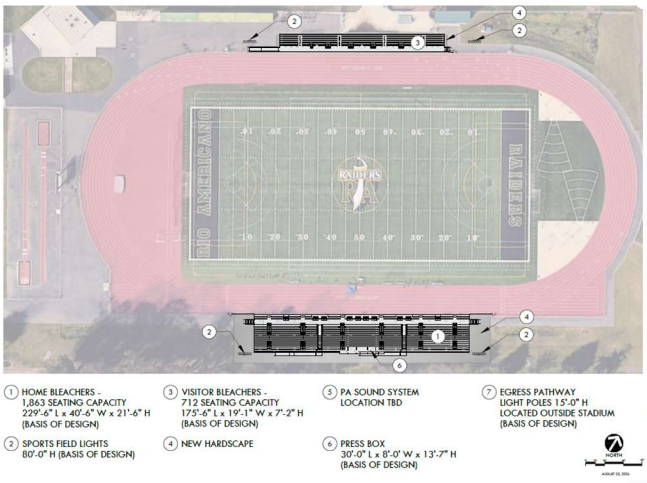
CEQA Findings and Statement of Overriding Considerations

- Findings summarize impacts analyzed in the EIR and provide the evidentiary road map between the conclusions and the evidence in the record
- Findings also explain Board determinations re: feasibility of alternatives
  - Board determines whether the alternatives analyzed as potentially feasible in EIR are in fact feasible or not, based on economic, environmental, legal, social, and technological factors
  - Infeasibility determination may rest on finding that alternative does not meet Project objectives as well as proposed Project
- Statement of Overriding Considerations explain and support the reasons why the Board may approve the Project despite its environmental impacts

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Stadium Design



Conceptual Plan



Home Bleachers Rendering

22

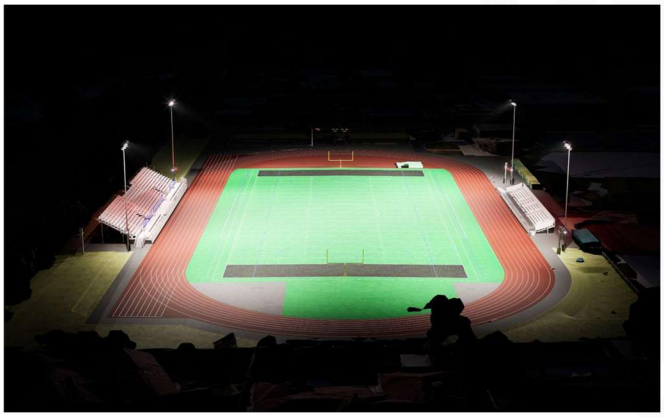
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Stadium Design

San Juan Unified SCHOOL DISTRICT

RIO AMERICANO RAIDERS

Musco Lighting



View from East Side of Field



View from South Side of the Field

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Timeline

San Juan Unified SCHOOL DISTRICT

Design Development Begins

Final EIR

02

Contractor Bid Procurement Phase

04

Project Completion

Summer/Fall 2026 | Winter 2026 | Spring 2027 | Summer 2027 | Fall 2027

DSA Submission

01

03

Construction Begins

5

24

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San Juan Unified
SCHOOL DISTRICT
Board Discussion and Questions
25

25

RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE RIO AMERICANO HIGH SCHOOL STADIUM IMPROVEMENTS PROJECT, ADOPTING THE CEQA FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND MITIGATION MONITORING AND REPORTING PROGRAM, AND AUTHORIZING THE FILING OF THE NOTICE OF DETERMINATION

RESOLUTION NO. 4290

WHEREAS, San Juan Unified School District ("District") proposes to construct improvements to the existing athletic stadium and related facilities at Rio Americano High School ("Rio Americano High School Stadium Improvements Project" or "Project"), located at 4540 American River Drive, in the County of Sacramento, State of California, bearing Assessor's Parcel Number (APN 292-0210-019-0000) ("Project Site"); and,

WHEREAS, the purpose of the Project is to improve Rio Americano High School's existing stadium and athletic facilities, more commonly referred to as "Raider Stadium," through the installation of new high-mast light standards, removal of existing bleachers, installation of new and expanded bleacher seating, installation of an upgraded public address system, and the addition of a new press box; and,

WHEREAS, the District is the lead agency for the Project under the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21100 et seq.; Cal. Code Regs., tit. 14, § 15000 et. seq. ["CEQA Guidelines"]); and,

WHEREAS, on October 13, 2025, the District held an initial community meeting with members of the public to gather input on potential Project plans and understand potential concerns to help guide how the Project should proceed; and,

WHEREAS, in furtherance of the Project, the District prepared and circulated a Notice of Preparation ("NOP") of an Environmental Impact Report ("EIR") and Initial Study on January 5, 2026, for a 30-day public review and comment period that ended on February 5, 2026; and,

WHEREAS, the District held a public scoping meeting on the Project and EIR on January 7, 2026; and,

WHEREAS, based on the feedback it received, the District directed the preparation of a Draft EIR and accompanying technical studies related to traffic, noise, aesthetics/lighting, biological resources, and other resource areas pursuant to CEQA; and,

WHEREAS, on August 31, 2026, the District published a Notice of Completion ("NOC") and Environmental Document Transmittal of the Draft EIR to the State Clearinghouse with SCH # 2026010094; and,

WHEREAS, on September 2, 2026, the District published a Notice of Availability ("NOA") of the Draft EIR and circulated it for a duly noticed 45-day public review period from September 2, 2026 to October 16, 2026; and,

WHEREAS, the Draft EIR informed the public and reviewing agencies of the details of the proposed Project and the District's efforts to address the Project's potential environmental impacts and adopt feasible mitigation measures, and invited the public and agencies to examine and submit comments on the Draft EIR in support of those conclusions; and,

WHEREAS, the District received written and oral comments on the Draft EIR during the public review period from public agencies, organizations, and individuals; and,

WHEREAS, the District has directed preparation of the Final EIR to respond to the comments submitted on the Draft EIR in accordance with the requirements of CEQA; and,

WHEREAS, the District's Final EIR and all accompanying documents, attached hereto as Exhibit A and incorporated herein, were made available to the public on November 7, 2026; and,

WHEREAS, the District's Final EIR for the Project consists of the NOP, the Draft EIR, all written and oral comments received thereon during the public review period, all responses prepared to the written and oral comments received in regard thereto, the Mitigation Monitoring and Reporting Program ("MMRP"), text revisions, appendices, technical studies, and other accompanying documents that are incorporated by reference as if fully set forth therein, in accordance with the provisions of CEQA, including, but not limited to, Public Resources Code, Section 21167.6; and,

WHEREAS, the District's Findings of Fact and Statement of Overriding Considerations related to the Project are attached hereto as Exhibit B; and,

WHEREAS, the San Juan Unified School District Board of Education now determines it appropriate to certify the Final EIR, to adopt the Findings of Fact and Statement of Overriding Considerations, to adopt the Mitigation Monitoring and Reporting Program, to make approvals, findings, and other statements provided for herein, and to direct the preparation and filing of a Notice of Determination ("NOD") for the Project; and,

NOW, THEREFORE, the San Juan Unified School District Board of Education does hereby resolve as follows:

Section 1. Recitals. The foregoing recitals are hereby adopted as true and correct.

Section 2. General Findings Related to Prior Proceedings and Certification of Final EIR.

A. The NOP for the Draft EIR, dated January 5, 2026, was duly prepared, noticed, and properly circulated for public review for 30 days in accordance with the provisions of CEQA.

B. A public scoping meeting was held for the Project on January 7, 2026, at the Rio Americano High School's Performing Arts Center, located at 4540 American River Drive, in Sacramento, CA.

C. The Draft EIR, dated August 31, 2026, was duly prepared, properly circulated, and completed in accordance with the provisions of CEQA.

D. All comments received during the period of public review have been duly considered and, if warranted, incorporated into the Final EIR, and all substantive, timely comments received on the Draft EIR have been responded to in the Final EIR in accordance with the provisions of CEQA, the entirety of which is attached hereto as Exhibit A.

E. The District provided the proposed written responses to all public agency comments received on the Draft EIR to the public on November 7, 2026, at least ten (10) days before certification of the Final EIR pursuant to the provisions of CEQA.

F. A good faith effort was made to consider and evaluate a reasonable range of potentially feasible alternatives to the Project in the review process under the provisions of CEQA relating to the decisions and recommendations as described in this Resolution.

G. The Final EIR for the proposed Project has been properly completed and has identified all significant environmental effects of the proposed Project, and there are no known potential environmental effects that are not addressed in the Final EIR.

H. Through the site selection process, the scoping meeting, the Draft EIR process, and the Final EIR process, a good faith effort has been made to seek out and incorporate all points of view in the preparation of the Draft EIR and the Final EIR.

I. The Board hereby approves and certifies the Final EIR as having been completed in full compliance with CEQA.

J. The Board further certifies that the Final EIR was presented to the Board as the lead agency for the Project, and that the Board reviewed and considered the information contained in the Final EIR prior to making this determination, and has utilized its independent judgment in the course of reviewing, approving, and certifying the Final EIR.

Section 3. CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Project.

A. Findings of fact related to the Project, including references to facts in support of each finding and descriptions of methods to mitigate to less-than-significant levels to the greatest extent feasible certain significant effects identified in the Final EIR and a statement of overriding considerations are included in the "Findings of Fact and Statement of Overriding Considerations Pursuant to the California Environmental Quality Act of the Board of Education of the San Juan Unified School District for the Rio Americano High School Stadium Improvements Project, State Clearinghouse No. 2026010094."

B. The Board hereby approves and adopts the Findings of Fact and Statement of Overriding Considerations attached hereto as Exhibit B.

C. The Board finds that the mitigation measures proposed in the Final EIR are feasible and will reduce most of the significant or potentially significant environmental impacts summarized in the Final EIR. The Board hereby approves the mitigation measures that are identified in the Final EIR for the Project and directs their implementation on an ongoing basis during the course of the Project.

D. A Mitigation Monitoring and Reporting Program ("MMRP") for implementation of the mitigation strategies is part of the Final EIR. The MMRP is incorporated herein by reference and attached hereto as Exhibit B. The Board hereby approves and adopts the MMRP and directs that the MMRP be implemented during the course of the Project.

E. In addition to the specific findings contained herein, the Board incorporates by reference the applicable portions of the staff reports and studies, oral and written evidence submitted into the record, the Final EIR, items of common knowledge, and the resolutions related to the Project as findings.

F. The Board intends that the findings and determinations contained herein be considered as an integrated whole and, whether or not any subdivisions of these findings and determinations fails to cross-reference or incorporate by reference any other subdivision of these findings and determinations, that any finding or determination required or permitted to be made by this Board with respect to the Project shall be deemed made if it appears in any portion of these findings and determinations. All of the foregoing constitute findings and determinations by this Board, whether or not any particular sentence or clause so states.

G. The Board has reviewed and considered the contents of the Final EIR for the Project. Based on the presentation made to the Board by the Superintendent and consultants, and based on the evidence described herein, the Board hereby certifies the Final EIR as adequate and approves and adopts it for purposes of potential future action in regard to the Project.

H. Based on its own independent review and the review of its staff, the Board finds that the changes to the Project that have been incorporated into the Project as identified in the Final EIR, and the mitigation measures set forth in the Final EIR, which are more specifically detailed in the MMRP, ensure that the significant impacts of the Project have been eliminated or substantially mitigated to a level of insignificance, other than those described in the Statement of Overriding Considerations.

I. By adopting this Resolution, including Exhibits A and B attached hereto and incorporated herein by reference, the Board has satisfied its obligations pursuant to Public Resources Code, section 21081, subdivision (a), and CEQA Guidelines, section 15091, subdivision (a), in that the Final EIR, Findings of Fact, Statement of Overriding Considerations, and MMRP: (i) identify all feasible mitigation measures that can substantially lessen or avoid the significant effects on the environment associated with this approval; (ii) explain that all such mitigation measures have been adopted and incorporated into the MMRP; (iii) explain why the No Project Alternative (analyzed in the Draft EIR as "Alternative 1") and the Reconfigure

Stadium and Athletic Fields Alternative (analyzed in the Draft EIR as "Alternative 2") cannot feasibly and adequately satisfy the District's project objectives, as set forth in the Draft EIR and Final EIR;

J. Through this Resolution, which incorporates by reference and adopts the MMRP attached hereto in Exhibit B, the Board has satisfied its obligations pursuant to Public Resources Code, section 21081.6, subdivision (a).

K. By adopting this Resolution, including Exhibits A and B attached hereto and incorporated herein by reference, the Board has satisfied its obligation pursuant to Public Resources Code, section 21081, subdivision (b), and CEQA Guidelines, section 15093, which require the issuance of a Statement of Overriding Considerations whenever a project's environmental effects cannot be mitigated or avoided by the adoption of all feasible mitigation measures.

L. Each and all of the findings and determinations contained herein are based on competent and substantial evidence, both oral and written, contained in the entire administrative record relating to the Project, including, without limitation, that evidence presented in hearings on the Project before the Board. The documents and other materials that constitute the record of proceedings on which the Board's findings are based are located with the custodian, Nicholas Arps, Director, Facilities Construction & Modernization, San Juan Unified School District, at 3738 Walnut Avenue, Carmichael, CA 95608. This information is provided in compliance with Public Resources Code, section 21081.6, and CEQA Guidelines, section 15091.

M. The Board further authorizes and directs District staff to prepare and file a Notice of Determination within five (5) working days following the date of adoption of this Resolution with the County Clerk of the County of Sacramento and with the State of California and directs that copies of the Final EIR be retained at the administrative offices of the District for review.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on November 17, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SAN JUAN UNIFIED SCHOOL DISTRICT

_____

Tanya Kravchuk, President
San Juan Unified School District
Board of Education

Attest:

_____
Nick Bloise, Clerk
San Juan Unified School District
Board of Education

Exhibits/Attachments:

Exhibit A: Final Environmental Impact Report for the Rio Americano High School Stadium Improvements Project (https://resources.finalsite.net/images/v1794064285/sanjuanedu/uifgsdt8eouayjwv73uj/FinalEIR_RAHSStadiumImprovemetnsProject_Nov2026.pdf)

Exhibit B: CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (attached)

CEQA Findings of Fact and
Statement of Overriding Considerations
for the Rio Americano High School Stadium Improvements
Environmental Impact Report

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1 INTRODUCTION

The purpose of these findings is to satisfy the requirements of Sections 15091, 15092, and 15093 of the Guidelines to the California Environmental Quality Act ("CEQA"), associated with approval of the *Rio Americano High School Stadium Improvements*, also referred to as "the Project."

The CEQA Statute (California Public Resources Code, Sections 21000, et seq.) and CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Sections 15000, et seq.) state that if it has been determined that a project may or will have significant impacts on the environment, then an EIR must be prepared. Prior to approval of the project, the EIR must be certified pursuant to CEQA Guidelines, Section 15090. When an EIR has been certified that identifies one or more significant environmental impacts, the approving agency must make one or more of the following findings, accompanied by a brief explanation of the rationale for each identified significant impact, pursuant to CEQA Guidelines Section 15091,:

1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect(s) as identified in the final environmental impact report.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the environmental impact report.

CEQA Guidelines, Section 15092, states that, after consideration of an EIR, and in conjunction with making the Section 15091 findings identified above, the lead agency may decide whether or how to approve or carry out the project. A project that would result in a significant environmental impact cannot be approved if feasible mitigation measures or feasible alternatives can avoid or substantially lessen the impact.

However, in the absence of feasible mitigation, an agency may approve a project with significant and unavoidable impacts, if there are specific economic, legal, social, technological, or other considerations that outweigh the unavoidable adverse environmental effects. CEQA Guidelines, Section 15093, requires the lead agency to document and substantiate any such determination in a "statement of overriding considerations" as a part of the record.

The requirements of CEQA Guidelines, Sections 15091, 15092, and 15093, as summarized above, are all addressed herein. This document summarizes the findings of fact and statement of overriding considerations authorized by those provisions of the CEQA Guidelines for the proposed Project.

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2 PROJECT DESCRIPTION

The San Juan Unified School District ("SJUSD" or "the District") is proposing to implement improvements to Raider Stadium on the existing Rio Americano High School ("Rio Americano" or "RAHS") campus. The Project Site is located at 4540 American River Drive in the Arden-Arcade Community of unincorporated Sacramento County. The Rio Americano campus is 41.52 acres in total land area, with approximately 157,402 square feet of building floor space comprised of 18 buildings and 7 portable classrooms. Existing outdoor sports facilities include two baseball fields, two softball fields, one soccer field, six tennis courts, one swimming pool and one diving pool, basketball courts, and one football field surrounded by track and field facilities and bleachers.

The existing Raider Stadium is an artificial turf field with an eight-lane synthetic track surrounding the field perimeter. The stadium also includes a freestanding scoreboard with a public address system. Bleacher seating is available at the Raider Stadium on the northwest (visitor) side and the southeast (home) side of the stadium; the total existing bleacher seating capacity for Raider Stadium is approximately 288 people. To support evening activities such as athletic practices and games, eight mobile 11.7-horsepower diesel-powered light-emitting diode ("LED") light towers are currently used during some evening hours, primarily during the week in winter months when sunset occurs earlier in the day. Due to the lack of adequate sports lighting and due to the current limited capacity, some events, such as home varsity football games and graduation ceremonies, are hosted elsewhere and not on the Rio Americano High School campus.

The proposed Project includes installation of four new high-mast light standards (each 80 feet tall), removal of the exiting bleachers, and installation of new and expanded bleacher seating that would accommodate up to approximately 2,575 spectators, an upgraded public address system, and a new press box. New light standards (each 15 feet tall) would also be installed along the existing paved fire lane between the stadium and the main campus parking lot to provide pedestrian safety, and additional exit gates have been added for emergency egress. All light standards would be shielded and directed downwards to reduce light spillover and nighttime glare. The high-mast light standards at the stadium have been designed to meet the International Dark Sky Association standards. The proposed stadium lighting would be used on select evenings to accommodate athletic practices and competitions, primarily during the winter months when the sun sets early, as well as during selected events throughout the year that run later into the evening. Use of the proposed lighting would replace the current field lighting provided by portable diesel-powered lights, which are not designed to focus light on the field of play or shield lighting to avoid glare.

Project Objectives

SJUSD has identified the following Project Objectives to guide planning for the Project Site, as well as the analysis included within the EIR:

- Enhance the Rio Americano High School campus as a Center of Community;
- Provide a facility that is well suited and has the capacity for athletic and non-athletic events, including all school assemblies, graduation, and other special and regular events;
- Expand the capability of Rio Americano High School to host athletic and non-athletic events and conduct outdoor student activities during cooler parts of the day;

- Enhance the high school athletic experience for students, parents, alumni, and the Rio Americano High School community;
- Increase flexibility for scheduling on-campus outdoor activities over the course of the day and evening; and
- Optimize scheduling opportunities for athletic practices and competitions outside of normal classroom instruction times of the day.

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3 PROCEDURAL FINDINGS

Pursuant to CEQA Guidelines, Sections 15082, subdivision (a), 15103, and 15375, SJUSD circulated a Notice of Preparation ("NOP") of an Environmental Impact Report ("EIR") for the proposed Project to the public, State Clearinghouse, responsible, trustee, and other relevant local, State, and Federal agencies, and to the Sacramento County Clerk. The scoping period began on January 6, 2026, and ended on February 5, 2026. The SJUSD hosted one scoping meeting on January 7, 2026, to provide opportunities to learn about the Project and provide input during the NOP comment period. Responses to the NOP were considered in the preparation of the Draft EIR ("DEIR").

A Notice of Completion ("NOC") of the Draft EIR was filed on August 31, 2026, and a Notice of Availability ("NOA") of the Draft EIR was published on September 2, 2026. The Draft EIR was then publicly circulated in September and October 2026 for a 45-day public review period, during which agencies, organizations, and individuals were invited to submit comments. At the close of the public review period, SJUSD prepared a Final EIR ("FEIR") including copies of comments submitted on the Draft EIR, responses to the comments, and minor changes to the text of the Draft EIR (an "Errata").

As a part of preparation of the Draft EIR, SJUSD requested from the Native American Heritage Commission ("NAHC") a list of potentially interested Native American Tribal representatives and a search of the Sacred Lands File ("SLF"). No California affiliated Native American tribes have requested notice from the SJUSD under AB 52, so the SJUSD used the list of Native American Tribal contacts from the NAHC to invite consultation. On November 24, 2025, SJUSD sent out invitations to consult on the Draft EIR to five Native American Tribes. The United Auburn Indian Community ("UAIC") requested consultation and met with representatives of SJUSD, provided input on mitigation, reviewed revised mitigation, and on July 6, 2026, approved the revised mitigation measures presented in the tribal cultural resources section of the Draft EIR. The Wilton Rancheria also requested consultation and met with representatives of SJUSD, recommended mitigation language, reviewed revised mitigation language, and on August 25, 2026, approved the revised mitigation measure (Mitigation Measure 4.5-1b) in the tribal cultural resources section of the Draft EIR.

The Final EIR was released on November 6, 2026. The Final EIR consists of: the Draft EIR; Comments and Responses to Comments on the Draft EIR; an Errata to the Draft EIR; and accompanying Appendices.

As required by Public Resources Code, section 21092.5, and CEQA Guidelines, Section 15088, subdivision (b), public agencies that commented on the Draft EIR are provided at least 10 days to review the proposed responses prior to the date the Final EIR is considered for certification. The SJUSD sent responses to the comments submitted by commenting agencies on November 6, 2026. A meeting of the Board of Education to consider certifying the Final EIR is scheduled for November 17, 2026.

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4 RECORD OF PROCEEDINGS

In accordance with Public Resources Code, Section 21167.6, subdivision (e), the record of proceedings for SJUSD's decision on the Project includes the following documents, which are incorporated by reference and made part of the record supporting these findings:

- The NOP, comments received on the NOP, and all other public notices issued by SJUSD in relation to the EIR (e.g., Notice of Availability; Notice of Completion; etc.);
- The Draft EIR and all appendices to the Draft EIR and technical materials cited in the Draft EIR;
- The Final EIR and all appendices to the Final EIR and technical materials cited in the Final EIR;
- All presentation materials related to the Project;
- All comments submitted by agencies or members of the public during the comment period on the NOP and Draft EIR;
- All studies conducted for the Project and contained or referenced in the Draft EIR or the Final EIR;
- All public reports and documents related to the Project prepared for SJUSD and other agencies;
- All documentary and oral evidence received and reviewed at public meetings and hearings, and all transcripts and minutes of those hearings related to the Project, the Draft EIR, and the Final EIR;
- The Mitigation Monitoring and Reporting Program ("MMRP") for the Project; and
- Any additional items not included above if otherwise required by law, including those required under Public Resources Code, Section 21167.6, subdivision (e).

The documents constituting the record of proceedings are available for review by responsible agencies and interested members of the public during normal business hours at 3738 Walnut Avenue, Carmichael, California, 95608. The custodian of these documents is Nicholas Arps, Director, Facilities Construction & Modernization, San Juan Unified School District, at 3738 Walnut Avenue, Carmichael, California, 95608.

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5 FINDINGS REQUIRED UNDER CEQA

Public Resources Code, Section 21002, provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" (Pub. Resources Code, § 21002.) The same statute states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." Section 21002 goes on to state that, "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof." (*Ibid.*)

The mandate and principles in Public Resources Code, Section 21002, are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. (CEQA Guidelines, § 15091.) For each significant environmental effect identified in an EIR for a proposed project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. (*Id.*, subd. (a); Pub. Resources Code, § 21081.)

The first such finding is that changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effect as identified in the final EIR. (CEQA Guidelines, § 15091, subd. (a)(1); Pub. Resources Code, § 21081, subd. (a)(1).) For purposes of these findings, the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less-than-significant level. In contrast, the term "substantially lessen" refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less-than-significant level.

The second permissible finding is that such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and that such changes have been adopted by such other agency or can and should be adopted by such other agency. (CEQA Guidelines, Section 15091, subd. (a)(2); Pub. Resources Code, § 21081, subd. (a)(2).)

The third potential conclusion is that specific economic, legal, social, technological, or other considerations, including region-wide benefits, such as the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR. (CEQA Guidelines, §§ 15091, subd. (a)(3), 15093; Pub. Resources Code, § 21081, subd. (a)(3).) "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors. (CEQA Guidelines, § 15364; Pub. Resources Code, § 21061.1.) The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. Moreover, "feasibility" under CEQA encompasses "desirability" to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors. (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417.)

With respect to a project for which significant impacts cannot be avoided or substantially lessened, a lead agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of

overriding considerations setting forth the specific reasons in support of the finding that the project benefits outweigh its unavoidable adverse environmental effects. (CEQA Guidelines, § 15093.)

In the process of considering the EIR for certification, SJUSD has recognized that impact avoidance is not possible in all instances. To the extent that significant adverse environmental impacts will not be reduced to a less-than-significant level with the adopted mitigation, SJUSD has found that specific economic, social, and other considerations support approval of the proposed Project. Those findings are reflected herein in Section 5, *Findings Required Under CEQA*, and in Section 7, *Statement of Overriding Considerations*, below.

5.1 SUMMARY OF FINDINGS

The Draft EIR identified a number of less-than-significant impacts associated with the proposed Project that do not require mitigation. The Draft EIR also identified a few significant and potentially significant environmental effects (or impacts) that may be caused in whole or in part by the proposed Project. Most of these significant effects can be fully avoided or substantially lessened through the adoption of feasible mitigation measures. Noise impacts cannot be and thus are determined to be significant and unavoidable. However, for the reasons set forth in Section 7, *Statement of Overriding Considerations*, SJUSD has determined that overriding economic, social, and other considerations outweigh the significant noise impacts of the proposed Project.

The findings of SJUSD with respect to the Project's significant effects and mitigation measures are set forth in the Final EIR and these Findings of Fact. This Summary of Findings does not attempt to regurgitate the full analysis of each environmental impact contained in the Final EIR. Please refer to the Draft EIR and the Final EIR for more detail. The Draft EIR and the Final EIR are incorporated by reference herein, and the conclusions of the entire EIR are summarized in this document.

The Findings provide a summary description of each potentially significant and significant impact, describe the applicable mitigation measures identified in the Final EIR and adopted by SJUSD, and states the findings of SJUSD regarding the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR and associated record (described herein), both of which are incorporated by reference.

SJUSD hereby ratifies, adopts, and incorporates the analysis and explanation in the record into these findings, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

5.2 FINDINGS REGARDING EIR ERRATA AND EIR RECIRCULATION

Public Resources Code, Section 21092.1, and CEQA Guidelines, Section 15088.5, require a lead agency to recirculate an EIR when "significant new information" is added to the EIR after the lead agency has given public notice of the availability of the draft EIR but before it certifies the final EIR. "Information" may include project changes, changes to the environmental setting, or additional data or other information. The Guidelines do not consider new information to be "significant" unless the lead agency changes the EIR in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect or a feasible way to mitigate the impact that the agency or project proponent has declined to implement. In other words, recirculation is

not required when the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications to an otherwise adequate EIR. (CEQA Guidelines, § 15088.5, subd. (b).)

CEQA Guidelines, Section 15088.5, subdivision (a), states "significant new information" requiring recirculation may include:

1) A new significant environmental impact that had not previously been disclosed in the draft EIR would result from the project or from a new mitigation measure proposed to be implemented;

2) A substantial increase in the severity of an environmental impact that had already been identified unless mitigation measures are adopted to reduce the impact to a level of insignificance;

3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it; or,

4) The draft EIR was so fundamentally and basically inadequate and conclusory that meaningful public review and comment were precluded.

While there have been minor changes to the Draft EIR, none of them represent "significant new information" requiring recirculation of the Draft EIR, as defined in CEQA Guidelines, Section 15088.5.

In response to comments from the public and other public agencies on the Draft EIR, SJUSD has incorporated minor changes into the Final EIR, which are described in Chapter 3, "Errata," of the Final EIR. These refinements include: updated location and extent of the egress lighting to provide 12 total light poles from the Stadium exit to the northern exit of the parking lot at American River Drive; additional gates to accommodate increased flow of pedestrian egress out of Raider Stadium; and additional egress lighting at these gateways. In addition, minor refinements to mitigation measures include the following mitigation measures to be responsive to comments and ensure additional clarity in the measures: Mitigation Measures 4.3-1b, 4.4-3b, 4.4-3c, 4.5-1c, 5.2-1, and 5.3-2. Impact 4.2-5 was refined from "no impact" to a "less-than-significant impact" regarding lighting effects on biological resources, to more clearly acknowledge that the proposed project would include a new light source but maintain that this still is a less-than-significant impact. Finally, in response to technical comments on the Draft EIR, updated representative noise and air emissions modeling was provided to address comments; as shown in the Final EIR, these refinements do not substantively change the technical analyses. These changes do not change the analysis or conclusions presented in the Draft EIR. No significant new information has been added to the EIR since public notice was given of the availability of the Draft EIR. The Draft EIR comprehensively addresses direct and reasonably foreseeable direct effects attributable to the proposed Project, includes feasible mitigation for each significant and potentially significant effect, evaluates cumulative and growth-inducing effects, and otherwise is adequate and consistent with CEQA's statutory requirements. The Draft EIR, therefore, is in no way informationally or substantively inadequate or so conclusory that it precluded meaningful public review and comment. Therefore, recirculation of the EIR pursuant to CEQA Guidelines, Section 15088.5, and Public Resources Code, Section 21092.1 is not required.

5.3 FINDINGS REGARDING LESS THAN SIGNIFICANT IMPACTS (NO MITIGATION REQUIRED)

SJUSD agrees with the Final EIR's characterization of all identified Project-specific impacts as being "less than significant" and finds that those impacts have been described accurately and are either less than significant or that there would be no impact, as described in the Final EIR. Section 15091 of the CEQA Guidelines does not require specific findings to address environmental effects that an EIR identifies as having "no impact" or a "less than significant" impact. However, these findings account for all resource areas in their entirety. Areas where the proposed Project would result in either no impact or a less than significant impact, and which require no mitigation, are identified in the bulleted list below. Please refer to the Draft EIR and the Final EIR for more detail.

AESTHETICS AND RECREATION

- **Impact 4.1-1 (mislabeled in the Draft EIR as 4.9-1):** The proposed Project would not Substantially Degrade the Existing Visual Character or Quality of the Project Site, or Conflict with Applicable Zoning and Other Regulations Governing Scenic Quality.

AGRICULTURAL RESOURCES

- **Impact 5.1-1:** The proposed Project would not Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use.

- **Impact 5.1-2:** The proposed Project would not conflict with existing zoning for agricultural use or a Williamson Act contract.

- **Impact 5.1-3:** The proposed Project would not conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code, Section 12220, subdivision (g)), timberland (as defined by Public Resources Code, Section 4526), or timberland zoned Timberland Production (as defined by Government Code, Section 51104, subdivision (g)).

- **Impact 5.1-4:** The proposed Project would not result in the loss of forest land or conversion of forest land to non-forest use.

- **Impact 5.1-51:** The proposed Project would not involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use.

AIR QUALITY

- **Impact 5.2-3:** The proposed Project would not expose Sensitive Receptors to Substantial Pollutant Concentrations.

- **Impact 5.2-4:** The proposed Project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

BIOLOGICAL RESOURCES

- **Impact 4.2-2:** The proposed Project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

- **Impact 4.2-3:** The proposed Project would not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.

- **Impact 4.2-4:** The proposed Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

- **Impact 4.2-5:** The proposed Project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

- **Impact 4.2-6:** The proposed Project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan.

CULTURAL RESOURCES

- **Impact 5.3-1:** The proposed Project would not cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines, Section 15064.5.

ENERGY

- **Impact 5.4-1:** The proposed Project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation.

- **Impact 5.4-2:** The proposed Project would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency.

GEOLOGY AND PALEONTOLOGICAL RESOURCES

- **Impact 5.5-1:** The proposed Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: strong seismic ground shaking; seismic-related ground failure, including liquefaction; and/or landslides.

- **Impact 5.5-2:** The proposed Project would not result in substantial soil erosion or the loss of topsoil.

- **Impact 5.5-3:** The proposed Project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.

- **Impact 5.5-4:** The proposed Project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property.

- **Impact 5.5-5:** The proposed Project would not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater.

- **Impact 5.5-6:** The proposed Project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

GREENHOUSE GAS EMISSIONS

- **Impact 5.6-1:** The proposed Project would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

HAZARDS AND HAZARDOUS MATERIALS

- **Impact 5.7-1:** The proposed Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials or create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment.

- **Impact 5.7-2:** The proposed Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

- **Impact 5.7-3:** The proposed Project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code, Section 65962.5, and, as a result, would it create a significant hazard to the public or the environment.

- **Impact 5.7-4:** For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, the proposed Project would not result in a safety hazard or excessive noise for people residing or working in the Project area.

- **Impact 5.7-5:** The proposed Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

- **Impact 5.7-6:** The proposed Project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires.

HYDROLOGY AND WATER QUALITY

- **Impact 5.8-1:** The proposed Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality.

- **Impact 5.8-2:** The proposed Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin.

- **Impact 5.8-3:** The proposed Project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or, impede or redirect flood flows.

- **Impact 5.8-4:** In flood hazard, tsunami, or seiche zones, the proposed Project would not risk release of pollutants due to Project inundation.

- **Impact 5.8-5:** The proposed Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Land Use and Planning

- **Impact 5.9-1:** The proposed Project would not physically divide an established community.

- **Impact 5.9-2:** The proposed Project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

Mineral Resources

- **Impact 5.10-1:** The proposed Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

- **Impact 5.10-2:** The proposed Project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.

Noise and Vibration

- **Impact 4.3-2:** The proposed Project would not generate excessive groundborne vibration or groundborne noise levels.

Population and Housing

- **Impact 5.11-1:** The proposed Project would not induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).

- **Impact 5.11-2:** The proposed Project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere.

Public Services

- **Impact 5.12-1:** The proposed Project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered

governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: fire protection, police protection, schools, parks, or other public facilities.

RECREATION

- **Impact 5.13-1:** The proposed Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

- **Impact 5.13-2:** The proposed Project would not include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment.

TRANSPORTATION

- **Impact 4.4-1:** The proposed Project would not conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities

- **Impact 4.4-2:** The proposed Project would not conflict or be inconsistent with CEQA Guidelines, Section 15064.3, subdivision (b).

UTILITIES AND SERVICE SYSTEMS

- **Impact 5.14-1:** The proposed Project would not require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects.

- **Impact 5.14-2:** The proposed Project will have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years.

- **Impact 5.14-3:** The proposed Project will result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's projected demand, in addition to the provider's existing commitments.

- **Impact 5.14-4:** The proposed Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

- **Impact 5.14-5:** The proposed Project would comply with federal, State, and local management and reduction statutes and regulations related to solid waste.

WILDLAND FIRE HAZARDS

- **Impact 5.15-1:** The proposed Project would not substantially impair an adopted emergency response plan or emergency evacuation plan.

- **Impact 5.15-2:** The proposed Project would not, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire.

- **Impact 5.15-3:** The proposed Project would not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.

- **Impact 5.15-4:** The proposed Project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

5.4 FINDINGS REGARDING SIGNIFICANT ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT

SJUSD hereby finds that feasible mitigation measures have been identified in the EIR and these Findings of Fact, which will avoid or substantially lessen the following potentially significant environmental impacts of the proposed Project to less-than-significant levels. The proposed Project's potentially significant impacts and the mitigation measures that will reduce them to less-than-significant levels are summarized below. Please refer to the Draft EIR and the Final EIR for more detail.

AESTHETICS

Impact 4.1-2 (mislabeled as 4.1-1 in the Draft EIR). Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area.

The proposed Project would include the addition of four light poles with a total of 64 fixtures. Under the review of the Project, it was determined that without a Dark Sky Association "pass" rating, it is conservatively considered that the Project could result in uplighting and glare. This impact would be **potentially significant**. (Draft EIR, pp. 4.1-18 through 4.1-25.)

> **Mitigation Measure 4.1-2: Obtain a "pass" Rating for Project Lighting Design from the International Dark Sky Association for Backlight, Uplight, and Glare**
>
> Prior to the start of construction, the San Juan Unified School District shall submit the Project's proposed lighting design to the International Dark Sky Association for a Design Analysis and request a determination as to whether the design meets the program guidelines. Should the design not meet the program guidelines, the District will refine and resubmit until the design receives a "pass" rating. The approved designs would be validated through receipt of an International Dark-Sky Association approval letter. Construction shall not commence until the design receives the "pass" rating and approval letter.

Finding: Changes or alterations have been required in or incorporated into the Project, which would avoid or substantially lessen the potentially significant environmental effect associated with light, glare, or skyglow, as identified in the Final EIR.

Implementation of Mitigation Measure 4.1-2 would demonstrate that the proposed Project's lighting aligns with the standards of the International Dark-Sky Association and minimizes backlight, uplight, and glare. Thus, with implementation of mitigation, this impact would be **less than significant**. (Draft EIR, p. 4.1-26.) Between the time the Draft EIR was published and the publication of the Final EIR, the District has obtained documentation from the International Dark-Sky Association confirming that the proposed Project's lighting is "found to comply with the DarkSky Outdoor Sports Lighting Program criteria," and therefore has achieved the "pass" rating required by Mitigation Measure 4.1-2. The DarkSky International letter of approval noted that: "By adopting the DarkSky criteria for Outdoor Sports Lighting, [the] project will:

- Minimize neighborhood lighting nuisance by greatly reducing local spill light and glare
- Manage high angle light pollution, thus dramatically decreasing offsite light trespass and skyglow
- Mitigate neighborhood light pollution and sky glow, which will benefit the environment, the astronomy community, and others impacted by poorly designed outdoor sports facilities
- Minimize light output, thereby reducing energy consumption

AIR QUALITY

Impact 5.2-1: Conflict with or obstruct implementation of the applicable air quality plan.

Air quality plans describe air pollution control strategies to be implemented to bring an area that does not attain the National Ambient Air Quality Standards ("NAAQS") or California Ambient Air Quality Standards ("CAAQS") into compliance with those standards, or to maintain existing compliance with those standards pursuant to the requirements of the Clean Air Act ("CAA") and California Clean Air Act ("CCAA"). While the Project's operational emissions would be consistent with the applicable air quality plans and thus have a less-than-significant impact, the Project's proposed construction activities could result in a potentially significant temporary contribution to regional air pollution and thereby could conflict with air quality plans applicable to the Sacramento Metropolitan Air Quality Management District ("SMAQMD"); this impact of short-term construction-related activities would be **potentially significant**. (Draft EIR, p. 5.2-3.)

Mitigation Measure 5.2-1: Implement the SMAQMD Basic Construction Emission Control Practices.

The San Juan Unified School District shall require that the construction contractor/s comply with Basic Construction Emission Control Practices identified by the SMAQMD and listed below or as they may be updated in the future:

- Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.
- Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways shall be covered.

- Use wet power vacuum street sweepers to remove any visible track out mud or dirt onto adjacent public roads at least once a day. Use of dry powered sweeping is prohibited.

- Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).

- All roadways, driveways, sidewalks, parking lots to be paved shall be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.

- Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, sections 2449(d) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.

- Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment shall be checked by a certified mechanic and determined to be running in proper condition before it is operated.

Finding: Changes or alterations have been required in, or incorporated into, the Project that would avoid or substantially lessen the potentially significant environmental effect associated with implementation of the applicable air quality plan, as identified in the Final EIR.

As stated above, emissions associated with long-term operations of the proposed Project are consistent with those anticipated for the purposes of regional air quality attainment plans. However, without incorporation of SMAQMD's Basic Construction Emission Control Practices, the Project's construction activities could potentially conflict with or obstruct implementation of the SMAQMD's air quality plans for particulate matter. With incorporation of Mitigation Measure 5.2-1, the proposed Project's construction activities would be required to implement applicable emission control practices, which will, in turn, ensure the Project would not conflict with or obstruct an applicable air quality attainment plan. Thus, with implementation of mitigation, this impact would be **less than significant**. (Draft EIR, p. 5.2-4.)

Impact 5.2-2: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.

Project operations would not contribute substantially to any existing or projected air quality violation and would not conflict with efforts to reach attainment of any air quality standards. The modeled daily emissions generated by construction-related activities would not exceed the SMAQMD-recommended threshold of significance. However, due to the nonattainment status of the Sacramento Valley Air Basin with respect to ozone, PM_{10}, and $PM_{2.5}$, SMAQMD recommends that all construction projects implement the SMAQMD Basic Construction Emission Control Practices (SMAQMD 2019). SMAQMD's Basic Construction Emission Control Practices include such measures as watering the construction site twice daily, limiting vehicle speeds on unpaved roadways to 15 miles per hour, minimizing vehicle idling, covering haul trucks transporting soil, and cleaning paved roads. Without incorporation of SMAQMD's Basic Construction Emission Control Practices, the Project's proposed construction activities could potentially conflict with or obstruct implementation of the SMAQMD's air quality plans for particulate matter. Therefore, this impact of short-term construction-related activities would be **potentially significant**. (Draft EIR, pp. 5.2-4 through 5.2-7.)

Mitigation Measure 5.2-1: Implement the SMAQMD Basic Construction Emission Control Practices.

See above.

Finding: Changes or alterations have been required in, or incorporated into, the Project that would avoid or substantially lessen the potentially significant environmental effect associated with criteria pollutants for which the Project region is in non-attainment, as identified in the Final EIR.

The Project's long-term operational emissions would be less than the SMAQMD-recommended thresholds of significance for operations without the need to implement mitigation. Mitigation Measure 5.2-1 will be incorporated to ensure that the Project implements the SMAQMD-required construction emission control practices, and the total construction-related emissions would be less than the SMAQMD-recommended thresholds of significance. Thus, with implementation of mitigation, this impact would be **less than significant**. (Draft EIR, p. 5.2-7.)

BIOLOGICAL RESOURCES

Impact 4.2-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

Project activities during construction could affect habitats or species on or adjacent to the Project Site, such as valley elderberry longhorn beetles, northwestern pond turtles, and nesting/protected bird species. The operation of heavy equipment during construction, adjacent to the elderberry shrub located within the southern row of trees adjacent to Project construction areas could result in unintentional damage or removal (e.g., trimming) of this habitat, or degradation in habitat quality (e.g., from accidental equipment leaks, erosion, or compaction of surface soil) affecting adult or larvae valley elderberry long horn beetles, depending on the time of year. Northwestern pond turtles are not expected to be present on the Project Site due to the existing three-foot-high chain link fencing that surrounds the Project Site, but they may be present in the aquatic habitat of the American River located approximately 350 feet from the Project Site, or the upland habitat of the Parkway, located approximately 100 feet from the Project Site. Sensitive, nonmobile life stages of northwestern pond turtle are unlikely to be present within 100 feet of Project construction activities, but mobile individuals may be present along the levee slopes when basking or dispersing. In the unlikely case that any turtles were able to enter the Project Site during construction, they may be crushed or injured by equipment. Construction activities could also result in disturbance of bird species protected under California Fish and Game Code and the Migratory Bird Treaty Act, nesting in the mature trees and vegetation on the Project Site, potentially resulting in abandonment or failure of active nests containing eggs, chicks, or fledglings that are still dependent upon the nest and subsequent loss of young. The aforementioned impacts as a result of construction activities are considered **potentially significant**. (Draft EIR pp. 4.2-15 through 4.2-17.)

Mitigation Measure 4.2-1a: Environmental Awareness Training.

A qualified biologist will provide environmental awareness training to the construction lead, construction foreman, crew leader, and any Project personnel working on the construction site. Environmental awareness training will include descriptions of all special-status species potentially occurring in the Project area, their habitats, and methods of identification, including visual aids as appropriate. The

training will also describe activity-specific measures that will be followed to avoid impacts to sensitive species and habitats.

Mitigation Measure 4.2-1b: Best Management Practices for Biological Resources.

- Construction staging, storage, and parking areas will be within previously developed areas in the existing school campus, such as the stadium, adjacent athletic fields, or paved parking areas. No staging or stockpiling will occur outside of the Rio Americano High School property boundary.

- All equipment will be maintained to prevent leakage of vehicle fluids such as gasoline, oils, or solvents. Fuel and oil for construction equipment would not be stored at the Project Site or in the staging area; instead, they would be provided by service trucks obtained through the construction contractor. Discharge of pollutants into storm drains from vehicle and equipment cleaning will be prohibited.

- Construction-related trenches and holes shall be covered at the end of each workday and/or fitted with an escape ramp of sufficient strength and grade for successful wildlife escape. All construction related excavations will be thoroughly inspected for the presence of wildlife once per day and prior to being filled. A qualified biologist will be on-call to advise or assist with relocating any entrapped wildlife, as necessary.

- All food-related trash items, such as wrappers, cans, bottles, and food scraps, will be disposed of in closed containers and removed from the construction site at least once daily at the end of each working day.

Mitigation Measure 4.2-1c: Blue Elderberry Avoidance.

Prior to Project construction, all blue elderberry shrubs within 165 feet of the proposed Project construction footprint will be flagged or otherwise marked for avoidance (e.g., staked, fenced) under supervision of a qualified biologist. Construction activity will have an avoidance area of at least 20 feet from the dripline (i.e., the area directly under the outer circumference of a shrub's branches) of existing blue elderberry shrubs. A qualified biologist will monitor all work within the 20-foot avoidance buffer to ensure blue elderberry shrubs are not inadvertently damaged during construction activities.

Mitigation Measure 4.2-1d: Northwestern Pond Turtle Protections.

- Preconstruction Surveys: A qualified biologist will survey the Project Site for northwestern pond turtles no more than 48 hours before the initiation of construction activities. The existing chain link fence will be surveyed to assess whether it sufficiently excludes turtles from the Project Site, or if holes or openings in and under fencing are present. If the fence is determined to be insufficient, exclusionary devices shall be employed (wood planks, wire mesh repair, etc.).

- Northwestern Pond Turtle Encounters: If any life stage of northwestern pond turtle is encountered during construction, all activities within a 50-foot radius of the animal will stop, and the qualified biologist will be notified. The animal will be allowed to move out of the area upon its own volition. If

the animal does not move out of the area of its own volition, it may be relocated by an approved biologist, in coordination with CDFW as appropriate.

Mitigation Measure 4.2-1e: Nesting Bird Protections.

- Preconstruction Surveys: If Project activities occur during the nesting period for birds (February 1 to September 15), a qualified biologist will complete two pre-activity surveys for nesting birds including, but not limited to, Swainson's hawk, white-tailed kite, song sparrow, other raptors and passerines, and heron and egret rookeries. One survey, focused on nesting raptors, will be conducted by a qualified biologist within the Swainson's hawk survey period immediately preceding the commencement of construction activities [Swainson's Hawk Technical Advisory Committee (SHTAC) 2000], and a second survey for all nesting birds will be conducted no more than 3 days prior to the start of construction activities. Surveys will be conducted within suitable nesting habitat that could be affected by Project construction activities and will include the Project Site and accessible areas surrounding the Project Site, with a 0.25-mile buffer for Swainson's hawk, 500-foot buffer for other raptors, and 250-foot buffer for other bird species (e.g., passerines). Where appropriate, pre-activity surveys will follow established survey guidelines (i.e., Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley [SHTAC 2000]).

- Nest Avoidance: If the qualified biologist observes an active nest within the Project Site or surrounding areas, the qualified biologist will prescribe and establish an appropriate no-disturbance buffer between the nest and active construction. The buffer will be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist will conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. If an active nest is discovered during the course of construction, the same baseline monitoring will be conducted to establish a buffer. The qualified biologist will monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g., defensive flights and vocalizations, standing up from a brooding position, or flying away from the nest). If the necessary buffer distance to avoid distress or unusual behaviors is not possible, the qualified biologist or construction foreman will have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.

Finding: Changes or alterations have been required in, or incorporated into, the Project that would avoid or substantially lessen the potentially significant environmental effect associated with construction impacts to valley elderberry longhorn beetles, northwestern pond turtles, and nesting/protected bird species, as identified in the Final EIR.

Implementation of Mitigation Measures 4.2-1a through 4.2-1e would provide appropriate actions to avoid and minimize potential impacts during construction on special-status and other protected species, including valley elderberry longhorn beetle, northwestern pond turtle, nesting/protected bird species. These measures include education of on-site workers about biological resources at the Project Site and best management practices to minimize the potential for spills or other indirect impacts to these resources. Species-specific impacts would be avoided through implementation of no-disturbance buffers around suitable habitat for valley elderberry longhorn beetle and nests located during preconstruction surveys, and monitoring construction activities occurring near these

resources. Thus, implementing these mitigation measures would reduce Project impacts on the aforementioned species to a **less-than-significant** level. (Draft EIR pp. 4.2-21 – 4.2-24.)

CULTURAL RESOURCES

Impact 5.3-2: Substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.

Previous studies and pedestrian surveys did not result in identification of archaeological resources in the proposed Project Site as defined by CEQA Guidelines Section 15064.5. Moreover, previous development and associated sub-surface excavation at the Project Site would further limit the likelihood of encountering buried cultural resources. Installation of the new stadium light poles would involve auguring approximately three-foot diameter holes to approximately 16 feet below the ground surface, and installing precast pole bases into those holes. Total ground disturbance is estimated to be approximately 2,900 square feet of trenching along the pedestrian access pathway, and approximately 5,200 square feet of hardscape and 8,500 square feet of unpaved disturbance areas adjacent to the existing track for the installation of bleachers and lighting at the stadium. The earth disturbance at the Project would be very minor, and as a result, additionally unlikely to encounter any archaeological resources. However, a possibility still exists that archaeological features could be discovered in the Project Site. The impact is considered **potentially significant**. (Draft EIR p. 5.3-13.)

Mitigation Measure 5.3-2: Appropriate Treatment for Inadvertent Discovery of Cultural Resources.

In the event of an inadvertent discovery of cultural resources (excluding human remains) during construction, all work shall halt within a 100-foot radius of the discovery. A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology, shall be retained by the District to evaluate the significance of the find. If it is determined by the qualified professional archaeologist due to the types of deposits discovered that a Native American monitor is required, the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites as established by the Native American Heritage Commission shall be followed, and the monitor shall be retained at the District's expense.

1. Work cannot continue within the 100-foot radius of the discovery site until the archaeologist and/or tribal monitor conducts sufficient research and data collection to make a determination that the resource is either: (a) not cultural in origin; or (b) not potentially eligible for listing on the National Register of Historic Places or California Register of Historical Resources.

2. If a potentially eligible resource is encountered, then the archaeologist and District staff shall arrange for either: (a) total avoidance of the resource, if possible; or (b) test excavations or total data recovery as mitigation. The determination shall be documented in writing and submitted to the District for verification that the provisions of CEQA for managing unanticipated discoveries have been met.

Finding: Changes or alterations have been required in, or incorporated into, the Project that would avoid or substantially lessen the potentially significant environmental effect associated with inadvertent discovery of archaeological resources, as identified in the Final EIR.

Implementation of Mitigation Measure 5.3-2 would reduce potential impacts on previously undiscovered cultural resources to a less-than-significant level because compliance with the above-listed procedures would address concerns about loss of, or substantial adverse changes to, significant cultural resources. If an inadvertent discovery of cultural materials is made during Project-related construction activities, disturbances in the area of the find must be halted and appropriate treatment and protection measures must be implemented, all in consultation with a professional archaeologist and/or Native American monitor. Therefore, with implementation of mitigation, this impact would be reduced to a **less-than-significant** level. (Draft EIR pp. 5.3-14 through 5.3-14.)

Impact 5.3-3: Disturb any human remains, including those interred outside of dedicated cemeteries.

There has been no indication or evidence that the Project area has been used for human burials in the recent or distant past. Therefore, human remains are unlikely to be encountered. Project construction would occur in previously disturbed areas of the existing campus. Ground disturbance would be very minor due to the nature of the proposed Project. Human remains are unlikely to be encountered. However, in the unlikely event that human remains are discovered during subsurface activities, they could be inadvertently disturbed and damaged. Therefore, this impact would be potentially significant. (Draft EIR p. 5.3-14.)

Mitigation Measure 5.3-3: Appropriate Action for Inadvertent Discovery of Human Remains.

Pursuant to Sections 5097.97 and 5097.98 of the State Public Resources Code, and Section 7050.5 of the State Health and Safety Code, if a human bone or bone of unknown origin is found during construction, all work is to stop, and the County Coroner and the District shall be immediately notified. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission within 24 hours, and the Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent from the deceased Native American. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposition of, with appropriate dignity, the human remains and any associated grave goods.

Finding: Changes or alterations have been required in, or incorporated into, the Project that would avoid or substantially lessen the potentially significant environmental effect associated with impacts on previously undiscovered human remains as identified in the Final EIR.

If remains are encountered, Mitigation Measure 5.3-3 would require compliance with the procedures in Section 7050.5 of the Health and Safety Code, and Public Resources Code, 5097.98, and Public Resources Code, Section 5097.94, which identifies the responsibilities for acting upon notification of a discovery of Native American human remains. These procedures are specifically designed to reduce the potential adverse effect of Project implementation related to human remains by requiring that any inadvertently discovered human remains are treated in an appropriate and respectful manner and in accordance with applicable laws and regulations. Therefore, with implementation of mitigation, this impact would be reduced to a **less-than-significant** level. (Draft EIR p. 5.4-15.)

TRANSPORTATION

Impact 4.4-3: Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

The proposed Project would use the existing surrounding roadway network and campus driveways and does not propose any change to the surrounding transportation network, and no such change would be necessary or appropriate based on the nature of the Project. The potential for transportation hazards would instead be associated with temporary increases in vehicles, pedestrians, and bicyclists before and after intermittent stadium events. Without designated off-site parking locations, appropriate pedestrian crossing treatments, or Project-specific procedures for managing parking demand and directing pedestrians and vehicles, highly attended events at the Raider Stadium with implementation of the proposed Project could increase vehicle circulation on surrounding streets and conflicts among pedestrians, bicyclists, and motor vehicles. Therefore, the operational impact related to event parking, bicycle and pedestrian safety, vehicle circulation, and queuing would be **potentially significant**. (Draft EIR pp. 4.4-12 through 4.4-14.)

Mitigation Measure 4.4-3a: Update the Memorandum of Understanding with Jesuit High School for Shared Parking Use Agreement.

Before the first varsity home football game or other nighttime stadium event anticipated to require off-site parking, which would be an estimated attendance of approximately 1,585 persons or more (a data point that can be adjusted through monitoring of measured demand and parking conditions to identify the capacity that is accommodated through on-site parking), the District shall coordinate with Jesuit High School for a Shared Parking Use Agreement, such that attendees to Rio Americano High School events may utilize on-site parking at Jesuit High School to accommodate parking needs when the Rio Americano High School on-site parking capacity would be exceeded. The Shared Parking Use Agreement shall include communication protocol to both confirm that there are not existing high-attendance event occurring at Jesuit High School that would preclude the availability of excess parking, as well as signage direction for attendees to and security protocol to ensure that on-site Jesuit parking areas are open and available to Rio Americano High School event attendees. In accordance with Draft EIR Section 4.4, Rio Americano and Jesuit High School already have a Memorandum of Understanding regarding shared parking during events.

Finding: Changes or alterations have been required in, or incorporated into, the Project that would avoid or substantially lessen the potentially significant environmental effect associated with geometric design features that may interfere with emergency access, as identified in the Final EIR.

Mitigation Measure 4.4-3b: Implement an Event Management Plan.

By the start of the school year in the project's first year of operation, the District shall update its Night Event Management Standards to incorporate an Event Transportation Management Plan prepared by a qualified transportation professional. The District shall implement the Event Transportation Management Plan for each such event. The Plan shall:

- Estimate anticipated event attendance and parking demand and identify the number and location of available on-campus and overflow parking spaces.

- Identify designated legal off-site parking locations and pedestrian routes or transportation arrangements between those locations and Raider Stadium.

- Provide advance information to attendees regarding available parking, designated pedestrian routes, and applicable parking restrictions.

- Provide event staff and directional signs at campus access points, parking areas, and locations where substantial pedestrian and vehicle conflicts are anticipated.

- Identify the roadway crossing location or locations that attendees would be directed to use and implement appropriate safety treatments identified in the LTA, which may include high-visibility crosswalk markings, parking restrictions on crossing approaches, nighttime lighting, pedestrian crossing-warning signs, and an advance yield or stop line and associated signage.

- Prevent event-related parking, signs, equipment, or vehicle queues from obstructing driveways, sidewalks, bicycle lanes, pedestrian crossings, accessible routes, fire lanes, or emergency-access routes.

- Designate the campus driveways that would serve as the principal entrances and exits during stadium events, maintain internal connections among campus parking areas, provide signs indicating when parking areas are full, and establish procedures for managing concentrated post-event departures.

- Following the first highly attended nighttime event, review the effectiveness of the Event Transportation Management Plan and revise it as necessary to address observed parking, pedestrian, bicycle, vehicle-circulation, queuing, or emergency-access conditions. Specifically, have monitoring to observe for any exceedances of queueing lengths at the identified Project area intersections (i.e., Saverien Drive and Fair Oaks Boulevard, American River Drive and Saverien Drive, or along American River Drive at the westernmost and easternmost campus driveway entrances) that extend into or obstruct a through travel lane, bicycle facility, pedestrian crossing, driveway, or other conflicting transportation facility, as well as to direct and observe for appropriate use of available pedestrian crossings. If traffic congestion results in queuing exceedances, the Transportation Management Plan will be reviewed and revised to increase parking lot personnel directing traffic to appropriate parking, including consideration of hired third-party traffic management personnel. If instances of pedestrian crossings outside of available marked crosswalks, this will be noted and additional crossing personnel engaged at high-capacity events to direct appropriate pedestrian crossing.

Mitigation Measure 4.4-3c: H Event Management Plan Minimum Transportation and Circulation Content.

By the start of the school year in the project's first year of operation, the District shall have on file an Event Management Plan, one part of which shall address transportation and circulation and incorporate the requirements of Mitigation Measure 4.4-3b. The plan shall be prepared by a qualified professional using recognized special-event and traffic-control guidance, including the FHWA handbook Managing Travel for Planned Special Events, Part 6 of the California MUTCD, and the FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations. The plan shall apply to all varsity home football games and to any other stadium event anticipated to require off-site parking (Mitigation Measure 4.4-3a). At a minimum, the transportation and circulation part shall include the following sections:

a. **Attendance Limit. The District shall limit all events utilizing the stadium improvements to 3,400.**

b. **Event determination.** A District designee decides whether an event is covered, what information is used (presales, comparable events, opponent), and when the decision is made and documented.

c. **Parking.** On-campus lot allocation, opening of the Lot 6 overflow area, Jesuit High School shared parking (Mitigation Measure 4.4-3a), designated legal off-site parking, and lot-full procedures.

d. **Access and internal circulation.** The intersection of American River Drive and Saverien Drive shall serve as the main entrance and exit for attendees using on-site parking. The entryway immediately west of this intersection shall be closed to minimize conflict points. The intersection of American River Drive and the westernmost Rio Americano High School Driveway access shall remain open for attendees and signage shall be used to direct attendees to Parking Lot 2 and guide them from Parking Lot 2 to Raider Stadium. The intersection of American River Drive and the easternmost Rio Americano High School Driveway access shall also function as a secondary entry and exit for attendees. The two access points between Parking Lots 4 and 5 shall remain open to facilitate traffic flow, especially in the event of overflow parking.

e. **Traffic control and staffing.** Staffed locations, roles, training, and deployment through arrival and post-event departure. Coordination with Sacramento County on any traffic control in the public right-of-way and on event signal timing at Fair Oaks Boulevard and Saverien Drive.

f. **Pedestrian and bicycle safety.** Designated crossings and treatments identified in the LTA, pedestrian routes and lighting, and access to the American River Parkway trail.

g. **Emergency access.** Keeping driveways, fire lanes, and emergency routes clear, and coordinating with fire and law enforcement agencies.

h. **Communication.** Advance information for attendees and visiting schools, wayfinding signs, and a neighborhood contact.

i. **Monitoring and corrective action**. Observations at the first highly attended event of each season, with results documented. Corrective actions are required if queues or parking obstruct travel lanes, bicycle lanes, sidewalks, crosswalks, driveways, or emergency routes. They may include more staff or third-party traffic control, revised driveway assignments, County-coordinated event signal timing, more use of Jesuit parking, shuttles, and staggered release.

The District shall implement the plan at each covered event and update it as monitoring warrants.

Finding: Changes or alterations have been required in, or incorporated into, the Project that would avoid or substantially lessen the potentially significant environmental effect associated with operational traffic impacts identified in the Final EIR.

Implementation of Mitigation Measures 4.4-3a through 4.4-3c would require the District to develop a use agreement with nearby Jesuit High School for off-site parking during high-attendance events, manage event parking and circulation, direct motorists and pedestrians to designated locations and routes, implement appropriate pedestrian crossing treatments, and maintain unobstructed pedestrian, bicycle, and emergency-access facilities. If anticipated parking demand could not be accommodated by the available managed supply, the District would be required to reduce vehicle parking demand, or limit attendance. Mitigation Measure 4.4-3b would also require evaluation of the required Transportation Management Plan effectiveness during the initial high attendance event. Finally, Mitigation Measure 4.4-3c would require the District to implement access and circulation management measures for events that are anticipated to approach or exceed available on-site parking capacity. Therefore, with implementation of mitigation, the operational impact related to event parking, bicycle and pedestrian safety, vehicle circulation, and queuing, would be reduced to a **less-than-significant** level. (Draft EIR pp. 4.4-16 through 4.4-17.)

Impact 4.4-4: Result in inadequate emergency access.

As discussed under Impact 4.4-3, event-related queues or unmanaged event circulation could interfere with emergency vehicle travel if they obstructed a public travel lane, campus driveway, or designated fire lane. Without Project-specific event traffic controls, highly attended events could temporarily interfere with emergency access to or through the campus. Therefore, the operational impact related to emergency access would be **potentially significant**. (Draft EIR pp. 4.4-17 through 4.4-18.)

> **Mitigation Measure 4.4-3a: Update the Memorandum of Understanding with Jesuit High School for Shared Parking Use Agreement.**
>
> See above.
>
> **Mitigation Measure 4.4-3b: Implement an Event Transportation Management Plan.**
>
> See above.

Finding: Changes or alterations have been required in, or incorporated into, the Project that would avoid or substantially lessen the potentially significant environmental effect associated with interference of emergency access, as identified in the Final EIR.

Implementation of Mitigation Measures 4.4-3a and 4.4-3b would require event-related vehicles, pedestrians, parking, and queues to be managed so that campus driveways, public travel lanes, the fire lane, and designated emergency-access routes remain unobstructed and accessible to emergency responders. Therefore, with implementation of mitigation, the operational impact related to emergency access would be reduced to a **less-than-significant** level. (Draft EIR p. 4.4-18.)

TRIBAL CULTURAL RESOURCES

Impact 4.5-1: Cause a substantial adverse change in the significance of a Tribal Cultural Resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in

terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i) Listed or eligible for listing in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k).

ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

On November 24, 2025, AECOM sent AB 52 notification and invitation to consult letters, via email, to each listed individual and organization on the contact list provided by Native American Heritage Commission ("NAHC"). Wilton Rancheria and United Auburn Indian Community ("UAIC") both responded that they wished to consult. Neither tribe identified tribal cultural resources ("TCRs") in or near the Project Site, and no TCRs were identified during previous ground disturbing activities, nor in the National Crime Information Center ("NCIC") records searches conducted in 2009 and 2025. However, there is potential for encountering buried TCRs that may be unearthed through ground disturbance during site clearing and construction. Disturbance of a TCR would result in a **potentially significant** impact. (Draft EIR pp. 4.5-10 through 4.5-11.)

Mitigation Measure 4.5-1a: Implement Cultural Awareness and Sensitivity Training.

San Juan Unified School District (the District) shall require Tribal Cultural Awareness and Sensitivity Training (training) for all personnel involved in ground-disturbing construction work, including field consultants and construction workers. The District shall use the Cultural Awareness information shared by representatives of the UAIC as a part of the training. The training shall be conducted before any Project-related ground-disturbing construction activities begin at the Project Site. The training will include relevant information regarding sensitive cultural resources and tribal cultural resources, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The training will also describe appropriate avoidance and impact minimization measures for cultural resources and tribal cultural resources that could be located at the Project Site and will outline what to do and who to contact if any potential cultural resources or tribal cultural resources are encountered. The training will emphasize the requirement for confidentiality and culturally appropriate treatment of any discovery of significance to Native Americans and will discuss appropriate behaviors and responsive actions, consistent with Native American tribal values. The training may be done in coordination with the Project archaeologist. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training.

Mitigation Measure 4.5-1b: Avoid Impacts in the Case of Unanticipated Discoveries.

If any suspected tribal cultural resources or resources of cultural significance to the United Auburn Indian Community, including but not limited to features, anthropogenic/cultural soils, cultural belongings or objects (artifacts), shell, bone, shaped stones or bone, or ash/charcoal deposits are discovered by any person during construction activities including ground disturbing activities, all work shall pause immediately within 100 feet of the find, or an agreed upon distance based on the Project area and nature

of the find. The San Juan Unified School District (the District) or contractor shall notify all consulting tribes of the unanticipated find.

Work shall cease in and within the immediate vicinity of the find regardless of whether the construction is being actively monitored by a Tribal Monitor, cultural resources specialist, or professional archaeologist.

The District or contractor shall notify a representative of the UAIC immediately, and the Tribal Representative in coordination with the District shall determine if the find is a Tribal Cultural Resource (TCR) (PRC §21074) and the Tribal Representative shall make recommendations for further evaluation and treatment as necessary, subject to agreement between the Tribe and the District.

Treatment and Documentation:

If the unanticipated find is determined to be a tribal cultural resource according to the determination made by the UAIC, the UAIC shall provide a recommendation within one week to the District on the on-site boundaries of the new TCR and, if feasible, identify appropriate preservation in place and avoidance measures, including redesign or adjustments to the existing construction process, and long-term management. The District shall share the UAIC recommendation with all consulting tribes. If avoidance is infeasible, the UAIC shall within one week recommend a feasible reburial location in proximity of the find where no future disturbance is anticipated. Permanent curation of TCRs will not take place unless approved in writing by the UAIC.

The construction contractor(s) shall provide secure, on-site storage for culturally sensitive soils or objects that are components of TCRs that are found or recovered during construction. Only Tribal Representatives shall have access to the storage. Storage size shall be determined by the nature of the TCR and can range from a small lock box to a conex box (shipping container). A secure (locked), fenced area can also provide adequate on-site storage if larger amounts of material must be stored.

The District and construction contractor(s) shall facilitate the respectful reburial of the culturally sensitive soils or objects. This includes providing a reburial location that is consistent with the Tribe's preferences, excavation of the reburial location, and assisting with the reburial, if feasible, upon request.

Any discoveries shall be documented on a Department of Parks and Recreation ("DPR") 523 form within 2 weeks of the discovery and submitted to the appropriate California Historical Resources Information System center in a timely manner.

Work at the TCR discovery location shall not resume until authorization is granted by the District in coordination with the UAIC.

If articulated or disarticulated human remains, or human remains in any state of decomposition or skeletal completeness are discovered during construction activities, the County Coroner and the UAIC shall be contacted immediately. Upon determination by the County Coroner that the find is Native American in

origin, the Native American Heritage Commission will assign the Most Likely Descendent who will work with the District to define appropriate treatment and disposition of the burials.

Mitigation Measure 4.5-1c: Notification and Invitation to Monitoring.

The District or its construction contractor shall comply with the following measure to assist with identification of TCRs at the earliest possible time during Project-related earthmoving activities:

- The District or contractor shall contact the UAIC Tribal Historic Preservation Officer (thpo@auburnrancheria.com) at least 1 month prior to the initial Project ground-disturbing activities to offer to retain the professional services of a for on-site monitoring during initial ground disturbing activities UAIC Certified Tribal Monitor(s). The duration of the construction schedule and Tribal Monitoring shall be determined at this time.

- If the UAIC THPO recommends monitoring, contracted Tribal Monitor(s) shall monitor the vegetation grubbing, stripping, grading, trenching, and other ground-disturbing activities required for installation of the new light poles and trenching to install conduit for the light poles and along the pedestrian egress area, or other ground disturbing activities as agreed upon by the District and the Tribe.

- UAIC Tribal Monitors or Tribal Representatives shall have the authority to direct that work be temporarily paused, diverted, or slowed within 100 feet of the immediate impact area if sites, cultural soils, or objects of potential significance are identified. The temporary pause/diversion shall be of an adequate duration for the Tribal Representative to examine the resource, up to one work day or the applicable legal timeline.

- Appropriate treatment of TCRs shall be determined consistent with Mitigation Measure 4.5-1b.

- To track the implementation of this measure, the Tribal Monitor(s) shall document field monitoring activities on a Tribal Monitor log.

- Any on-site Tribal Monitor(s) shall abide by safety protocols required by the contractor while on the construction site.

- The Tribal Monitor, in consultation with the UAIC THPO and the District shall determine a mutual end or reduction to the on-site monitoring if/when construction activities have a low potential for impacting Tribal Cultural Resources. Monitoring will be limited to ground-disturbing activities.

- In the event the Tribal Monitor does not report to the job site at the scheduled time after receiving 24 hour business day notice, construction activities may proceed without tribal monitoring. At no time, regardless of the presence or absence of a Tribal Monitor, shall suspected TCRs be mishandled or disrespected.

- The Tribe shall notify the District of, and the District shall offer to resolve any disagreement between the contractor and the Tribal Monitor if such occurs on the Project.

Finding: Changes or alterations have been required in, or incorporated into, the Project that would avoid or substantially lessen the potentially significant environmental effect associated with tribal cultural resources, as identified in the Final EIR.

Implementation of Mitigation Measures 4.5-1a through 4.5-1c would address Tribal Cultural Awareness and Sensitivity Training (training) for all personnel involved in ground-disturbing construction work, protocols for inadvertent discovery of TCRs, including cessation of construction activities proximate to the discovery and notification of the appropriate, and monitoring during ground disturbing activities. Therefore, with incorporation of mitigation, the impact to TCRs would be **less than significant**. (Draft EIR pp. 1-19, 4.5-11 through 4.5-13.)

5.5 FINDINGS REGARDING ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LESS THAN SIGNIFICANT LEVEL

The following significant and potentially significant environmental impact of the Project is unavoidable and cannot be mitigated in a manner that would substantially lessen the environmental impact. SJUSD finds that the Project's economic, social, regional environmental, and other benefits outweigh and override the significant adverse impact related to a change in the environment. SJUSD hereby elects to approve the Project due to overriding considerations as set forth in Section 7 of this document, *Statement of Overriding Considerations*.

NOISE AND VIBRATION

Impact 4.3-1: Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Construction activities could result in temporary noise increases above ambient at the nearest residences. This would only occur for a limited duration and would not change long-term ambient noise conditions around the Project Site; however, this potential increase in temporary and intermittent noise levels as a result of the proposed Project construction would not only be clearly perceptible but would also represent a substantial temporary increase in ambient noise levels. Operational activities associated with the crowd, bleacher, band, and public address system noise (stadium event noise) could result in substantial temporary increases at nearby residential receptors. These impacts are considered **significant**. (Draft EIR pp. 4.3-17 through 4.3-24.)

Mitigation Measure 4.3-1a: Implement Measures to Reduce Short-Term, Construction-Related Noise.

- Provide written notification to residences east and northeast of Rio Americano High School and north across American River Drive that are within 500 feet of active construction areas, at least three weeks prior to the start of construction. The notification shall identify the type, duration, and frequency of construction activities and provide a mechanism for residents to contact the District regarding construction noise. Contact information shall also be posted in conspicuous locations adjacent to the site. The notification shall include anticipated dates and hours of construction and a daytime telephone number for the designated Project representative. Recommendations to assist nearby residents in reducing interior noise levels (e.g., closing windows and doors) shall also be included.

- Require the use of materials and equipment deliveries and the start-up or operation of construction equipment to occur between the hours of 7:00 A.M. and 4:00 P.M. during weekdays; such construction activities shall be prohibited on weekends and during the week before 7:00 a.m. and after 4:00 p.m.

- Restrict the use of bells, whistles, alarms, and horns to safety-warning purposes.

- Locate stationary equipment (e.g., compressors and generators), construction staging areas, and stockpiling areas at least 150 feet from the eastern Project Site boundary, the American River Parkway, and American River Drive.

Mitigation Measure 4.3-1b: Implement Stadium Event Noise Controls.

The District shall implement stadium event noise controls to reduce off-site noise exposure from crowd activity, bleacher activity, band activity, artificial noisemakers, and public address/amplified sound. The noise control measures shall include the following requirements:

Public Address System Design and Operation

- The public address system shall be designed as a distributed speaker system using multiple, smaller speakers located closer to the intended audience areas, such as on or near the bleachers, press box, or snack bar/concession area, rather than relying on high-mounted speakers.

- Speakers shall be aimed downward and toward the seating and field areas, and shall be oriented away from nearby residential properties.

- Speakers shall use controlled dispersion patterns to focus sound within the stadium seating and field areas and minimize spillover toward adjacent residences.

- The public address system shall include zone controls that allow speakers or speaker groups not needed for a particular event, such as visitor-side speakers or ancillary speakers, to be turned off.

- The public address system settings shall be established at the minimum levels required for intelligibility over background crowd noise.

- The public address system shall include digital signal processing or equivalent volume-limiting controls to establish a maximum output level that cannot be exceeded by event staff.

PA System Testing and Performance Standard

- Prior to operation of the permanent public address system for evening events, the District shall conduct a sound check and property-line noise measurement to verify that public address system settings minimize off-site sound exposure. The sound check shall be conducted during daytime hours and shall include measurements at the eastern property boundary adjacent to residences and at a representative receptor north of the stadium across American River Drive. Testing shall include representative high-output announcer speech and recorded playback using the final system settings and sound-limiting controls.

- The public address system shall be adjusted, and additional controls shall be installed, if necessary, to achieve a maximum PA system noise level of 70 dBA Lmax at the nearest residential property line. An alternative performance level may be used only if it is supported by final public address system design, speaker layout, receptor distances, and field verification, and only if it is demonstrated to be equally or more protective of nearby residential receptors.

- The approved public address settings shall be documented and maintained for evening events. The District shall prohibit event staff from increasing public address volume above the approved settings.

Event Scheduling and Use Restrictions

- Evening events shall be scheduled to conclude by no later than 10:00 p.m., recognizing that certain events, such as football games, may occasionally extend beyond 10:00 p.m. due to overtime or other circumstances outside the District's control.

- If an event extends beyond 10:00 p.m., use of the public address system, amplified music, and band activity shall cease after 10:00 p.m., except for brief safety- or emergency-related announcements.

- Public address system sound checks and speaker testing shall be limited to daytime hours.

- Where public address system use is not necessary for a particular event or activity, use of the public address system shall be prohibited.

Artificial Noisemakers and Spectator Controls

- Artificial noisemakers, including air horns, bullhorns, cowbells, megaphones, amplified cheering devices, and similar items, shall be prohibited at evening stadium events. The District shall provide notice of this restriction in event materials and signage. Bags may be subject to inspection consistent with District policy, and attendees shall not be permitted to use prohibited noisemakers.

- The District shall post signage and provide event announcements requesting that attendees depart quietly and respect nearby residential neighborhoods.

Bleacher and Ramp Noise Controls

- The bleacher design shall include noise-reducing design features for ramps, platforms, or other walking surfaces that could generate elevated footfall or vibration-related noise. Such features may include anti-slip resilient coating; sound-deadening treatment on the underside of ramps, seating, and floorboards; or absorptive or shielding material along bleacher sides, provided that these features do not interfere with safety, drainage, accessibility, maintenance, or spectator sightlines. Absorptive or shielding material should be focused on the eastern and northeastern corner of the visitor bleachers and the eastern and southern sides of the home bleachers and should be approximately three feet higher than the floorboards on the sides and five feet higher than the floorboards in the back of the home bleachers.

- Noise-reducing treatments shall not be required on bleacher step surfaces where the District determines that such treatments would be infeasible due to durability, weather exposure, maintenance, or safety concerns.

Finding: Based on the analysis contained within the Final EIR, other considerations in the record, and the impact evaluation criteria, the SJUSD finds that the impacts associated with short-term noise levels from construction activities, and long-term operational activities are significant.

Implementation of Mitigation Measure 4.3-1a would reduce the intensity of construction-related noise through avoidance of nighttime/evening hours, use of properly maintained equipment with noise-reduction devices, notification of nearby residents, location of fixed equipment and staging areas at least 150 feet from residential outdoor use areas where feasible, and establishment of a real-time complaint response mechanism. These measures would minimize noise exposure to the extent feasible. Based on a conservative reference level of 86 dBA Leq at 50 feet, locating stationary equipment approximately 150 feet from residences would reduce construction noise to approximately 77 dBA Leq before accounting for additional shielding or equipment controls. However, even at this reduced level, construction noise would remain approximately 15 to 25 dBA above measured daytime ambient levels of 51 to 62 dBA Leq.

Implementation of Mitigation Measure 4.3-1b would reduce stadium event noise by requiring a distributed, lower height, downward-oriented public address system; volume limiters; zone controls; property-line sound checks; restrictions on artificial noisemakers; limits on public address system, amplified music, and band activity after 10:00 P.M.; bleacher/ramp noise controls; and a complaint response and corrective-action process. These measures would reduce off-site stadium event noise. However, because residences are located close to the stadium, and because crowd noise, bleacher activity, and certain event-related sound sources cannot be fully controlled through feasible mitigation, stadium event noise may continue to result in substantial temporary increases above ambient evening conditions.

There is no additional feasible mitigation. The impact is considered **significant and unavoidable**. (Draft EIR pp. 4.3-26 through 4.3-27.)

5.6 FINDINGS REGARDING CUMULATIVE IMPACTS

The Draft EIR determined that, with mitigation measures required to address potential aesthetics, air quality, and transportation and circulation Project impacts, the Project's contribution to significant cumulative impacts in these areas would be less than cumulatively considerable. Therefore, SJUSD finds that changes or alterations have been required in or incorporated into the Project that would avoid or substantially lessen the significant cumulative impact to these resources. Impacts from short-term construction and operational noise were determined in the Draft EIR to be cumulatively considerable and feasible mitigation cannot reduce the impacts to a less-than-significant level; therefore, impacts from short-term construction and operation noise is considered to be cumulatively **significant and unavoidable**.

Please refer to Chapter 7.0, "Cumulative Impacts and Other CEQA Considerations," of the Draft EIR for a comprehensive discussion of cumulative impacts.

5.7 MITIGATION MONITORING

A Mitigation Monitoring and Reporting Program ("MMRP") was prepared for the proposed Project. (See Public Resources Code, § 21081.6, subd. (a)(1); CEQA Guidelines, § 15097.) SJUSD will use the Mitigation Monitoring and Reporting Program to track compliance with Project mitigation measures. The Mitigation Monitoring and Reporting Program will remain available for public review during the compliance period.

6 PROJECT ALTERNATIVES

Where a lead agency has determined that, even after the adoption of all feasible mitigation measures, a project as proposed will still cause one or more significant environmental effects that cannot be substantially lessened or avoided, the agency, prior to approving the project as mitigated, must first determine, with respect to such impacts, whether there remain any project alternatives that are both environmentally superior and feasible within the meaning of CEQA.

As noted under the heading "Findings Required under CEQA," an alternative may be "infeasible" if it fails to achieve the lead agency's underlying goals and objectives with respect to the project. Thus, "'feasibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors of a project." (*City of Del Mar v. City of San Diego* [1982] 133 Cal.App.3d 401, 417.) The decision of whether to reject or approve any of the project alternatives lies only with the decisionmakers, including rejecting alternatives that are deemed undesirable from a policy standpoint. (*California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 980–981, 1001.)

6.1 ALTERNATIVES CONSIDERED BUT ULTIMATELY REJECTED FOR ANALYSIS IN THE DRAFT EIR

6.1.1 OFF-CAMPUS PROJECT LOCATION – NEW STADIUM WITH LIGHTING

Establishing a new stadium at a different off-campus location with installed lighting is unlikely to reduce significant effects of the Project to a less-than-significant level unless it were located far from existing residential development and could avoid significant noise and lighting effects. However, locating a new stadium at a distance from existing Rio Americano High School student residences would also have the effect of increasing travel distances to the stadium and associated criteria air pollutant and greenhouse gas emissions. Adding permanent lighting to the existing Raider Stadium can be done within the existing facility footprint. Developing an entirely new site on a different property could result in new or more severe significant impacts than have been identified for the proposed Project, such as substantial (adverse) changes in visual character; loss of special-status plants, wildlife, or habitat; damage or destruction of archaeological, Native American Tribal resources, or unique paleontological resources; hydrology and water quality (in areas where no existing stormwater drainage system is present); substantial new noise impacts; and substantial new transportation impacts. The school district would also need to obtain control of a new site that is of sufficient size to accommodate a new stadium. In addition, if a new site is not available within a reasonable distance of Rio Americano High School and its enrolled population, most of the Project Objectives would not be attained. Therefore, this alternative was considered but ultimately was rejected for further detailed examination in the Draft EIR.

6.1.2 RESCHEDULING TO MORNING HOURS

This alternative would reschedule practices and games to the morning hours instead of holding nighttime practices and games, which would eliminate the need for permanent nighttime lighting at the existing Raider Stadium. Although it might be possible to schedule some practices during the morning hours in the spring and fall, sunrise occurs after 7:00 A.M. during the winter months, which may not provide adequate time for practices before the start of classes. In addition, this alternative would not accommodate weekday games, because mornings would not

provide the several hours of time required and would conflict with the school and work schedules of participants and most attendees. Therefore, this alternative was considered but rejected for further detailed examination in the Draft EIR.

6.1.3 USE ALTERNATE EXISTING STADIUMS

Under this alternative, the District would arrange for the use of another facility for practices and games that cannot be accommodated between the end of classes and sundown. Two existing lighted stadiums have been identified:

- **Hornet Stadium.** This facility is located at 6000 Jed Smith Drive, Sacramento, at California State University, Sacramento. Hornet Stadium is approximately 4.7 miles (driving distance) from Rio Americano High School. The stadium is surrounded by campus facilities and commercial land uses. The nearest residence is approximately 1,000 feet to the west.

- **Hughes Stadium.** This facility is located at 3835 Freeport Boulevard, Sacramento, at Sacramento City College. Hughes Stadium is approximately 10 miles (driving distance) from Rio Americano High School. The stadium is surrounded by campus facilities and commercial land uses. The nearest residence is approximately 500 feet to the south.

However, under existing conditions, Rio Americano High School currently holds nighttime games at the El Camino High School Stadium, which is approximately three miles to the north (along the transportation network, not "as the crow flies"), and is equipped with high-mast lighting for nighttime games. The El Camino High School Stadium has a capacity to host up to 3,000 people. Holding future nighttime games at a different lighted stadium (i.e., Hornet or Hughes stadiums) would be similar to existing conditions, and therefore would not reduce the proposed Project's environmental impacts in a way that would be different from the No Project Alternative evaluated in detail below. Furthermore, holding nighttime games at Hughes Stadium would result in increased generation of greenhouse gases due to the longer average travel distance for participants and attendees. Finally, the District does not have control over these facilities or their scheduling for Rio Americano High School events. Therefore, this alternative was considered, but was rejected for further detailed examination in the Draft EIR.

6.2 ALTERNATIVES CONSIDERED IN THE EIR

SJUSD selected two alternatives for detailed analysis in the EIR:

- **Alternative 1:** No Project Alternative

- **Alternative 2:** Reconfigure Stadium and Athletic Fields

6.2.1 ALTERNATIVE 1: NO PROJECT ALTERNATIVE

CEQA Guidelines, Section 15126.6, subdivision (e)(2), states that an EIR's discussion of the "No Project" alternative must consider "what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans." (CEQA Guidelines, § 15126.6, subd. (e)(2).)

Under the No Project Alternative, the proposed Project would not be constructed. Permanent high-mast stadium lights, new lighting for pedestrian pathways from the main campus parking lot to the stadium, new and expanded

bleacher seating, an upgraded public address system, and a new press box would not be installed, and athletic activities would continue to occur as they presently do, as described in Draft EIR, Chapter 3, "Project Description." Generally, this means that sports practices and games would occur regularly throughout the respective seasons, including evening and nighttime practices and games with use of existing diesel-powered lights. Temporary, portable lighting has been used in the past (i.e., 11.7-horsepower diesel-powered light-emitting diode [LED] light towers) and would continue to be used in the future. Under the No Project Alternative, as with existing conditions, Rio Americano High School would continue to use the El Camino High School Stadium approximately three miles to the north, which is equipped with high-mast lighting for some nighttime games. This alternative would not meet any of the Project Objectives.

6.2.2 ALTERNATIVE 2: RECONFIGURE STADIUM AND ATHLETIC FIELDS

Rio Americano High School was originally constructed in 1963, and the track/football field, along with the adjacent baseball, softball, and soccer fields on the northern part of campus, have existed in their current locations since 1963. Bleacher seating and small upgrades at the stadium were installed in 2006, and substantial improvements to the stadium were completed in 2019.

In consideration of comments on the Notice of Preparation regarding potentially feasible alternatives, Alternative 2 considers an alternate on-site location for Raider Stadium, specifically to the north toward American River Drive and further from the American River Parkway ("Parkway"). Under Alternative 2, the existing Raider Stadium would be demolished and rebuilt at the northeastern end of the campus adjacent to and south of American River Drive, with the same proposed high-mast lighting, new and expanded bleacher seating, new press box, and upgraded public address system. The stadium would be the same size and would have the same facilities (i.e., an eight-lane synthetic track, turf grass football field, scoreboard, and shot put, discus, long jump, high jump, and pole vault areas). In addition, the existing baseball and soccer fields would be moved to the south, where the stadium is presently located. In order to accommodate Raider Stadium at this new location, a portion of the main campus parking area, where solar panels are currently mounted on a shade structure, would be relocated to the south. As with the proposed Project, pedestrian pathway lighting from the relocated parking area to the new stadium would be required. To provide a noise and visual buffer for the residents to the north and east, a 100-foot-wide landscape area consisting primarily of fast-growing evergreen trees specifically designed to provide an acoustical reduction of 5 to 8 A-weighted decibels ("dBA"), would be installed along the campus property boundary north and east of the new stadium (i.e., along American River Drive east of the main campus parking area, and along the eastern campus property boundary). The existing line of tall trees along the campus' southern boundary (adjacent to the current Raider Stadium) would be retained.

Currently, the southern edge of the existing Raider Stadium is approximately 125 feet from the American River Parkway and is further separated from the Parkway by the elevated U.S. Army Corps of Engineers' north bank American River flood control levee. Under Alternative 2, Raider Stadium would be situated farther north, approximately 875 feet from the Parkway. The baseball and soccer fields would be relocated to the southern part of the campus and would not be lit at night. This alternative would meet all of the Project Objectives.

6.3 FINDINGS

Table 6-1, below, compares the environmental impacts of the alternatives (after mitigation) to the proposed Project.

The No Project Alternative is environmentally superior to Alternative 2 (Reconfigure Stadium and Athletic Fields) because it would avoid the significant and unavoidable noise impact and avoid many of the less-than-significant or less-than-significant with mitigation impacts. However, the No Project Alternative would not meet any of the Project's Objectives. The No Project Alternative would not allow for SJUSD to enhance the Rio Americano High School campus as a center of community, provide a facility that is well suited and has the capacity for athletic and non-athletic events, expand the capacity of Rio Americano High School to host athletic and non-athletic events, enhance the high school athletic experience for students, parents, alumni and the Rio Americano High School community, increase flexibility for scheduling on-campus outdoor activities, or optimize scheduling opportunities for athletic practices and competitions outside of normal classroom instruction times.

When the No Project Alternative is the environmentally superior alternative, CEQA requires that an additional alternative be identified. In this case, Alternative 2 would not be an environmentally superior alternative to the proposed Project because Alternative 2 would increase the Project's impacts across 13 topic areas and would not reduce any of the Project's less-than-significant, less-than-significant with mitigation impacts, or the significant and unavoidable noise impact. (Table 6-1.)

Based on impacts identified in the EIR and throughout this Findings document, SJUSD finds that the proposed Project is the most desirable, feasible, and appropriate, and rejects the other alternatives and other combinations and/or variations of alternatives as infeasible.

Table 6-1. Comparison of Significant Environmental Effects of the Alternatives to the Proposed Project		
Environmental Topic Area	**Alternative 1: No Project Alternative**	**Alternative 2: Reconfigure Stadium and Athletic Fields**
Aesthetics	Visual Character: Slightly Reduced Conflicts with Standards: Similar New Source of Light and Glare: Slightly Greater	Visual Character: Greater Conflicts with Standards: Similar New Source of Light and Glare: Similar
Air Quality	Construction: Reduced Operations: Slightly Greater	Construction: Greater Operations: Similar
Biological Resources	Reduced	Construction: Greater Operations: Similar
Cultural Resources	Reduced	Greater
Energy	Construction: Reduced Operations: Slightly Greater	Construction: Greater Operations: Similar
Geology and Soils, and Paleontological Resources	Reduced	Greater
Greenhouse Gas Emissions	Construction: Reduced Operations: Slightly Greater	Construction: Greater Operations: Similar
Hazards and Hazardous Materials	Reduced	Greater
Hydrology and Water Quality	Reduced	Greater
Land Use and Planning	Similar	Similar
Noise and Vibration	Reduced	Slightly Greater
Recreation	Greater	Similar
Transportation	Construction: Reduced Operations: Reduced	Construction: Greater Operations: Similar
Tribal Cultural Resources	Reduced	Greater
Utilities and Service Systems	Reduced	Greater
Total Reduced Impact Topics	**11**	**0**
Total Increased Impact Topics	**4**	**13**

7 STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Section 21081 of the Public Resources Code, and Section 15093 of the CEQA Guidelines, SJUSD adopts and makes the following statement of overriding considerations regarding the remaining significant unavoidable impacts of the Project, as discussed above, and the anticipated economic, social, and other benefits of the Project.

SJUSD finds and determines that: (1) the majority of the significant impacts of the Project will be reduced to acceptable levels by implementation of the mitigation measures recommended in these findings; (2) SJUSD's approval of the Project, as proposed, will result in certain significant adverse environmental effects that cannot be avoided or reduced to a less-than-significant level even with the incorporation of all feasible mitigation measures into the Project; and, (3) there are no other feasible mitigation measures or feasible Project alternatives that will further mitigate, avoid, or reduce to a less-than-significant level the remaining significant environmental effects.

In light of the social, economic, regional environmental, and other considerations identified in the findings for the Project, and the considerations set forth below related to this Project, SJUSD chooses to approve the Project because the economic, social, technological, regional environmental, and other benefits resulting from the Project substantially outweigh the Project's significant and unavoidable adverse environmental effects.

The following statements identify the reasons why, in SJUSD's judgment, the benefits of the Project outweigh its significant and unavoidable effect. The substantial evidence supporting the enumerated benefits of the Project can be found in the preceding findings, which are herein incorporated by reference; in the Project itself; and in the record of proceedings, as defined in Section 4 of this document. Each of the overriding considerations set forth below constitutes a separate and independent ground for finding that the benefits of the Project outweigh its significant adverse environmental effects and is an overriding consideration warranting approval.

SJUSD finds that the proposed Project will have the following economic, social, technological, and regional environmental benefits. The Project best fulfills the Project Objectives in the following manner:

- **The Project will enhance the Rio Americano High School campus as a Center of Community.** The facility improvements will strengthen Rio Americano High School as a Center of Community by providing the lighting, seating capacity, and sound system necessary to host home football games, graduation ceremonies, and other community events during the extended hours of use and with increased seating capacity made possible by the Project. The proposed improvements will strengthen community connections and increase the stadium's value to the school and the broader high school community as a year-round venue.

- **The Project will provide a facility that is well suited and has the capacity for athletic and non-athletic events, including all school assemblies, graduation, and other special and regular events.** The proposed lighting, increased seating capacity, upgraded sound system and new press box, in addition to the increased flexibility in scheduling and the enhanced access and safety features, will equip the facility to be well suited for hosting athletic and non-athletic events within the community, including games, all-school assemblies, graduation, and other special and regular events. By virtue of this added capacity and temporal availability, the Project will provide region-wide environmental benefits by reducing the need for RAHS students and

families to travel to off-site locations for these events, thereby reducing local greenhouse gas emissions and traffic impacts.

- **The Project will expand the capability of Rio Americano High School to host athletic and non-athletic events and conduct outdoor student activities during cooler parts of the day.** The proposed lighting features will enhance the high school's capacity to host a wider range of athletic and non-athletic events on campus by enabling outdoor facilities to be used during the evening and nighttime hours throughout the year. This increased flexibility will allow activities to be scheduled during cooler parts of the day, particularly on weekdays and weekends during the summer. By virtue of this, the Project will provide region-wide environmental benefits by reducing the need for RAHS students and families to travel to off-site locations for these events, thereby reducing local greenhouse gas emissions and traffic impacts.

- **The Project will enhance the high school athletic experience for students, parents, alumni, and the Rio Americano High School community.** The proposed improvements will enhance the overall high school athletic experience for students, parents, alumni, and the broader school community by accommodating additional games and activities on campus, increasing spectator seating capacity, and improving event quality for participants and attendees. The upgraded public address system and new press box will enhance communications, event operations, and spectator engagement, creating a more enjoyable and inclusive experience for participants and attendees.

- **The Project will increase flexibility for scheduling on-campus outdoor activities over the course of the day and evening.** The installation of the lighting will increase flexibility in scheduling on-campus outdoor activities by allowing events to occur during the evening and nighttime hours. This added scheduling flexibility will enable a broader range of activities to be accommodated throughout the day and evening. Additionally, the increased seating capacity will allow certain events that could not previously be hosted on campus to remain at the school, providing greater control over event scheduling and operations without being constrained by the availability or logistical challenges associated with off-site venues. By virtue of this, the Project will provide region-wide environmental benefits by reducing the need for students and families to travel to off-site locations for these events, thereby reducing local greenhouse gas emissions and traffic impacts.

- **The Project will optimize scheduling opportunities for athletic practices and competitions outside of normal classroom instruction times of the day.** The addition of lighting from the proposed Project will allow for a broader range of athletic programming for a variety of sports practices and competitions to be held during the evenings and at night after daylight hours when classroom instruction should be provided for the students. This will allow the students to focus on instruction during classroom hours while also being able to continue attending athletic practices and competitions.

The above objectives were formulated to address not only the social and community aspects that a modern stadium would meet for RAHS students and their families, but also the higher costs, missed classroom instruction time, and constrained athletic opportunities that the lack of a home stadium currently means for the RAHS community. One notable example is both the boys' and girls' soccer programs. Rio Americano must start varsity soccer games at 3:00 p.m. to ensure that there is enough daylight to complete the games prior to darkness. On multiple occasions, referees

have stopped games once it is dark due to inadequate lighting. Varsity must be the first games scheduled since the results directly impact seeding for playoffs, and the varsity athletes typically need a 1:30 early dismissal for home games to get dressed, set up the field, and then warm up for the match. RAHS dismissal is at 3:30, so even for home games, many athletes miss two hours of school instruction time for a home game. This constraint negatively impacts parents' ability to attend the games, it reduces the gate revenues Rio Athletics must collect to pay for referees, and it limits Rio Americano students' ability to attend the games to support their friends and school. The junior varsity football players are similarly affected by having to get an early dismissal for each home game to get to El Camino High School, which cuts into class time and essential learning.

In the spring season, boys' and girls' lacrosse programs are in a similar situation as soccer, as they also must start their games before regular school dismissal to ensure completion before darkness. The current lighting provided is dangerous for student athletes. The lighting is not mounted at sufficient height, and is not directed downward enough, and therefore, shines directly in the players' eyes, making it harder to see and more likely that players will be struck in the face or head. This risk is a liability concern, and referees will not allow these sports to play after dusk.

In addition to player safety issues and learning loss, the early starts hinder the ability for RAHS to collect gate fees from spectators, while RAHS still must pay referee fees. To host 3 soccer games (Varsity, JV Gold, and JV Green), the cost is approximately $715.00 per night. It is difficult for the RAHS athletic program to ask parents to pay for tickets when they sit in low bleachers near a diesel-powered generator causing noise and exhaust fumes. So, RAHS currently does not charge for night games and cannot recoup the referee costs through gate fees.

Another concern is the heat advisories that all schools must follow. If the temperatures do not drop to safe levels in the summer and early fall, RAHS athletic programs run out of daylight to practice. The flag football and tackle football programs must cancel practices as they do not have lighting to continue after the sun has set, creating an unfair advantage for opponents and even other SJUSD schools with stadiums.

RAHS also has been denied the opportunity to host home playoff games due to its lack of adequate facilities. For example, in 2023, when the boys' soccer program won the section title and advanced to the NorCal Championship game as the #1 seed, the RAHS team was forced to play at El Camino because RAHS lacked bleachers and lights (a CIF State requirement). Just last year, Rio Football was set to be seeded ahead of Vacaville High School on MaxPreps, but was bypassed by the CIF and the higher seed given to Vacaville. This meant that the RAHS team had to travel to play at Vacaville's stadium in front of a big home crowd. RAHS deserved the higher seed because of its record and strength of schedule, but the players and their supporters were denied the experience of playing for a friendly home crowd.

The approval of the proposed Project would eliminate the aforementioned loss of classroom time for student athletes and the scheduling, location, and practice constraints, and would allow the RAHS athletic program to realize additional revenue to help offset its costs.

8 REFERENCES

This Findings of Fact and Statement of Overriding Considerations document includes all references used in Chapter 7.0, "References," of the Draft EIR. Additional references cited are provided below.

DarkSky International. 2026 (October 22). Lighting Performance Summary: Letter of Approval and Lighting Performance Result.

Sacramento Metropolitan Air Quality Management District (SMAQMD). 2019. *Basic Construction Emission Control Practices*. Available online at: http://www.airquality.org/LandUseTransportation/Documents/Ch3BasicEmissionControlPracticesBMPSFinal7-2019.pdf. Accessed October 19, 2026.

Swainson's Hawk Technical Advisory Committee (SHTAC). 2000. Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley.

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Department of Transportation
Ron Vicari
Director

Office of the County Executive
David Villanueva
County Executive
Community Services Agency
David Defanti
Deputy County Executive

County of Sacramento

November 10, 2026

Nicholas Arps, Director of Facilities Construction & Modernization
San Juan Unified School District
3738 Walnut Avenue
Carmichael, CA 9560

SUBJECT: COMMENTS ON RIO AMERICANO HIGH SCHOOL STADIUM IMPROVEMENTS PROJECT RESPONSES TO AGENCY COMMENTS ON THE DRAFT EIR

Nicholas Arps:

The Sacramento County Department of Transportation (SacDOT) has reviewed the Rio Americano High School Improvements Project Responses to Agency Comments on the Draft EIR (November 2026) focusing on the Applicant Team's response to Letter A2 item A2-4 (See Attached Exhibit A).

In item A2-4, SacDOT concurred with the LTA's recommendation to modify the median on Fair Oaks Boulevard to increase storage for westbound left turn movements onto Saverien Drive. The Applicant Team's response (See Attached Exhibit B) is that the proposed project "does not include the modification of median" because a "permanent modification would not be appropriate or necessary to address the very limited number of new peak-attendance events" and "implementation of Measure 4.4-3a would reduce the potential for queuing since some attendees would instead turn into Jesuit High School before reaching this intersection to make use of overflow parking to be provided at Jesuit for a peak-attendance event."

However, Mitigation Measures 4.4-3a through 4.4-3c does not address SacDOT's specific concern of traffic queue spillbacks through intersections and turn pockets.

The Local Transportation Analysis (LTA) shows that the 95th percentile left turn queue would spill out of the left turn pocket under all three project scenarios, blocking the #1 through lane and increasing the chances of a rear-end collision. Even though the existing PM queue today is 65 feet, according to the LTA's Table 13, the shortest queue from the project is 615 feet which is over three times the storage length. Although the response cites three Mitigation Measures, there is no evidence provided that having alternative parking arrangements would reduce that left turn queue to be within the available storage capacity.

This potentially significant safety impact can feasibly be mitigated by extending that turn pocket. SacDOT strongly recommends the project modify the median to accommodate the extended queues to address this safety impact.

We look forward to coordinating this project between San Juan Unified School District and the Sacramento County Department of Transportation. If you have any questions or comments, please feel free to reach out to me at gasperig@saccounty.gov

Sincerely,

Gary Gasperi

Digitally signed by Gary Gasperi
Date: 2026.11.10 09:18:14-08'00'

Gary Gasperi, P.E., T.E
Senior Civil Engineer
Department of Transportation

GG

CC:
Matthew Darrow, DOT
Cameron Shew, DOT
Amanda Meroux, DOT
Destiny Lor, DOT
Lu Li, DOT

Exhibit A

Department of Transportation
Ron Vicari
Director

County of Sacramento

Office of the County Executive
David Villanueva
County Executive
Community Services Agency
David Defanti
Deputy County Executive

October 14, 2026

Nicholas Arps, Director of Facilities Construction & Modernization
San Juan Unified School District
3738 Walnut Avenue
Carmichael, CA 9560

SUBJECT: COMMENTS ON RIO AMERICANO HIGH SCHOOL STADIUM IMPROVEMENTS PROJECT DRAFT ENVIRONMENTAL IMPACT REPORT APPENDIX E – LOCAL TRANSPORTATION ANALYSIS

Nicholas Arps:

The Sacramento County Department of Transportation (SacDOT) has reviewed the Rio Americano High School Improvements Project Draft Environmental Impact Report (August 2026) focusing on Appendix E's Local Transportation Analysis (LTA). A2-2

Below is a summary of our comments regarding the project's LTA:

1. Improvement I1 – SacDOT agrees that the school should implement a traffic management program to reduce anticipated traffic congestion and limit disturbances to the adjacent residents. The study shows level of service (LOS) F operations and lengthy queuing on southbound Saverien Drive. Specifically, the queues are anticipated to be 13, 17, and 41 vehicles under Project, Jesuit Game, and Conservative Event conditions. We would ask that traffic management and control be implemented before and after games to include at a minimum the following at the American River Drive/Saverien Drive intersection: A2-3
    a. Crossing guards
    b. Law enforcement to direct traffic during a "Conservative Event"
2. Improvement I2 – SacDOT concurs with the recommendation to modify the median on Fair Oaks Boulevard to increase storage for the westbound left turn movement, to prevent spillbacks from blocking the through lanes. A2-4
3. The LTA should discuss operations during regular school dropoff/pickups and note any existing deficiencies, if observed. SacDOT records indicate a history of concerns at the American River Drive/Saverien Drive intersection regarding long vehicle queues and delays resulting from high pedestrian crossing. A2-5

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Response to Comment Letter A2, Sacramento Department of Transportation

Comment A2-1 Response: This comment does not pertain to the adequacy of the environmental analysis contained in the EIR; the comment is noted and the District thanks the commenter for their input.

Comment A2-2 Response: This comment does not pertain to the adequacy of the environmental analysis contained in the EIR; the comment is noted and the District thanks the commenter for their input.

Comment A2-3 Response: The comment notes concurrence with proposed traffic management, as would be implemented through Mitigation Measures 4.4-3b and 4.4-3c), specifically requesting that traffic management at American River Drive and Saverien Drive intersection include, at a minimum, crossing guards and law enforcement to direct traffic intersection during a "conservative event." These actions are generally consistent with proposed mitigation, except that the specific authority to direct traffic during a "conservative" (or peak attendance) event shall be determined through the design of the Traffic Management Plan.

Draft EIR Mitigation Measures 4.4-3b and 4.4-3c (Section 4.4, "Transportation and Circulation," pages 4.4-15 and 4.4-16) would require the District to implement an Event Transportation Management Plan prepared by a qualified transportation professional that would include specific actions to address traffic, pedestrian, and bicycle safety hazards, including during the higher attendance nighttime sports events. For example, Mitigation Measure 4.4-3b requires the District to provide advance information to potential attendees regarding available parking, designated pedestrian routes, and applicable parking restrictions; provide signage for on-site and off-site event parking; provide event staff and directional signs at campus access points and parking areas; implement appropriate safety treatments identified in the Localized Traffic Analysis at roadway crossings that attendees would use; and prevent event-related parking, signs, equipment, or vehicle queues from obstructing driveways, sidewalks, bicycle lanes, pedestrian crossings, accessible routes, fire lanes, or emergency-access routes. This type of plan, which contains specific performance standards and provisions for monitoring and refinement, is routinely used and considered an acceptable way to reduce transportation impacts under CEQA. (See Mission Bay Alliance v. Office of Community Investment & Infrastructure (2016) 6 Cal.App.5th 160, 179–184, 188–190; City of Hayward v. Trustees of Cal. State University (2015) 242 Cal.App.4th 833, 854 [upholding adaptive transportation management program that allowed agency to monitor and adapt program measures based on future monitoring].) Minor revisions are made to Mitigation Measures 4.4-3b and 4.4-3c to clarify implementation procedures, have clear performance standards, and limit event attendance associated with proposed stadium improvements to 3,400; these revisions are shown in Chapter 3, "Errata," to this Final EIR.

Comment A2-4 Response: Comment noted. The LTA identified median modification (LTA p. 13, I2) so the County could add westbound left-turn storage if and when the County determines that this improvement would be appropriate, at the County's discretion. The proposed project does not include the modification. If the County pursues this improvement, the District will coordinate with the County, and in the

Exhibit B

meantime, event queues are managed through County-coordinated event signal timing under revised MM 4.4-3c, as presented in Chapter 3, "Errata," to this Final EIR. As detailed in the Draft EIR (pages 4.4-16 and 4.4-17), the LTA notes that event-specific signal timing and removal or modification of the existing concrete median behind the westbound left-turn pocket at Saverien Drive and Fair Oaks Boulevard could allow vehicles to queue within the existing two-way left-turn lane and limit potential interference with westbound through traffic. However, such permanent modifications would not be appropriate or necessary to address the very limited number of new peak-attendance events that could occur with implementation of the proposed project, particularly because such events would not overlap with peak-hour traffic demand on the surrounding transportation network, which would occur earlier in the afternoon. Furthermore, implementation of Measure 4.4-3a would reduce the potential for queuing since some attendees would instead turn into Jesuit High School before reaching this intersection to make use of overflow parking to be provided at Jesuit for a peak-attendance event. Implementation of Mitigation Measures 4.4-3a through 4.4-3c would require the District to develop a use agreement with nearby Jesuit High School for off-site parking during high-attendance events, manage event parking and circulation, direct motorists and pedestrians to designated locations and routes, implement appropriate pedestrian crossing treatments, and maintain unobstructed pedestrian, bicycle, and emergency-access facilities. If anticipated parking demand could not be accommodated by the available managed supply, the District would be required to reduce vehicle parking demand, or limit attendance. Mitigation Measure 4.4-3b would also require evaluation of the required Transportation Management Plan effectiveness during the initial high-attendance event. The operational impact related to event parking, bicycle and pedestrian safety, vehicle circulation, and queuing was determined to be less than significant. In order to further ensure that traffic and circulation conditions as a result of the proposed project would not be greater than as evaluated under this EIR, the District has modified Mitigation Measure 4.4-3c to include a maximum event attendance of 3,400, as shown in Chapter 3, "Errata," to this Final EIR.

There is no evidence provided that having alternative parking arrangements would reduce that left turn queue to be within the available storage capacity.

Comment A2-5 Response: The LTA notes that vehicle queuing could occur during intermittent high-capacity events, which would typically occur outside of peak-travel demand hours. The 5:30-6:30 PM period used for modeling is conservative. School dismissal traffic ends by about 4:00 PM, as the commenter's drone data shows. Observed game arrivals occurred from 6:30 to 7:45 PM (LTA Attachment D), when background traffic is lower. And the LTA loads 100 percent of arrivals into the single analysis hour. Combining game traffic with the 3:00-4:00 PM school peak would model a condition that does not occur. The DEIR Project Description provide Table 3-1 and a written summary of the existing and anticipated new events that would occur, including frequency and estimated attendance ranges. As noted, due to inadequate sports lighting and capacity, Rio Americano is currently unable to host home football games and graduation ceremonies, which represent the anticipated highest attendance events. While the commenter notes concerns around vehicle queues and delays during school dropoff and pickups, such are existing conditions and not affected by the proposed project. The primary events that would be new to the school as a result of the proposed project are evening football games, graduation, and some schoolwide or school-sanctioned community events. These events would not occur concurrently with school pickup and dropoff times; thus such an evaluation would not be

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Response to Sacramento County Department of Transportation

To: Frank Camarda, Chief Operations Officer and Nicholas Arps, Director of Facilities, Construction & Modernization

From: Matthew Gerken, AECOM and Tyler Mickelson, PE, Kimley-Horn

Date: November 11, 2026

San Juan Unified School District (District) received a letter from the Sacramento County Department of Transportation dated November 10th, 2026 related to the Rio Americano High School Stadium Improvements Project. In this letter, the County acknowledges as sufficient the District's responses to all County comments on the Draft Environmental Impact Report (Draft EIR) with the exception of the response to comment A2-4 on the Draft Environmental Impact Report (Draft EIR). Comment A2-4 indicates Sacramento County's support for modifying the median on Fair Oaks Boulevard east of Saverien Drive to increase vehicular storage for the westbound left-turn movement to prevent spillbacks from blocking the through lanes.

The District commissioned a Local Transportation Analysis (LTA) (Draft EIR Appendix E) to evaluate delay and queueing at the study intersections; capacity on the study roadway segments; parking supply and demand; and qualitative safety analysis focused on local transportation infrastructure to support and inform the analysis in the Draft EIR. In summary, with implementation of Mitigation Measures 4.4-3a through 4.4-3c, the Draft EIR concluded that there would be no significant traffic hazard or safety issue attributable to the proposed project (Impact 4.4-3).

With respect to the queueing on westbound Fair Oaks Boulevard at Saverien Drive, this is a temporary condition with adequate sight distance for vehicles approaching the back of the queue to slow and stop. Under the maximum attendance event, even if a traffic queue created for the left-turn movement onto Saverien Drive extended 1,055 feet (LTA Table 10), there would still be approximately 760 feet of clear distance between the back of the queue and the next upstream signalized intersection on westbound Fair Oaks Boulevard (Arden Hills Lane/O'Donnell Drive). The speed limit posted in this segment of Fair Oaks Boulevard is 40 miles per hour. The minimum sight distance for stopping for a road with traffic moving at 40 miles per hour stopping sight distance standard for a design speed of 40 miles per hour is 300 feet.[1] The approximately 760 feet available is more than 2.5 times the 300-foot standard for the posted speed. Under the more typical general event, the 95th-percentile queue would be 615 feet (LTA Table 6), leaving approximately 1,200 feet of clear distance. While the Sacramento County letter expresses concern regarding queue spillback through intersections, even the queue length identified under the rare maximum attendance event would not spill back through any intersection. The closest intersection to Fair Oaks Boulevard and Saverien Drive to the east is Arden Hills Lane and O'Donnell Drive, and this is approximately 1,800 feet east of the intersection of Fair Oaks Boulevard and Saverien Drive, well beyond the queuing even using the conservative methods employed for this analysis of the

[1] California Department of Transportation. Highway Design Manual, 7th Edition. Index 201.1, Table 201.1 (Sight Distance Standards), page 200-2.

maximum attendance event.

In addition, the use of Jesuit High School for overflow parking would reduce the actual queuing on Fair Oaks Boulevard during the rare maximum attendance event. Mitigation Measure 4.4-3a requires the District to coordinate with Jesuit High School for a Shared Parking Use Agreement, such that attendees to Rio Americano High School events may utilize on-site parking at Jesuit High School to accommodate parking needs when the Rio Americano High School on-site parking capacity would be exceeded. During the course of preparing the Final EIR, representatives from Jesuit High School agreed to this arrangement, and the details are under development. The primary overflow parking lot at Jesuit is the one on the south side of the Jesuit High School campus that is accessed from American River Drive, approximately 760 feet west of the intersection of American River Drive and Jacob Lane. Those traveling to Rio Americano from the east on Fair Oaks Boulevard would turn south on Jacob Lane, approximately one-half mile east of the intersection of Fair Oaks Boulevard and Saverien Drive to access the primary location for overflow parking at Jesuit High School for maximum attendance events. As shown in LTA Exhibit 3 (Project Trip Distribution), 35 percent of trips to Rio Americano are assumed to come from the east on Fair Oaks Boulevard, while just 15 percent of trips are assumed to access the campus from the east along American River Drive. Under the maximum attendance event, this 35 percent equates to approximately 453 inbound vehicles turning left from westbound Fair Oaks Boulevard onto Saverien Drive (LTA Exhibit 6). The LTA queue estimates assume all of these vehicles continue to the Rio Americano High School campus, with no reduction for overflow parking at Jesuit High School. For maximum attendance events, some portion of these trips would turn south to access overflow parking areas instead of continuing west to the intersection of Fair Oaks Boulevard and Saverien Drive.

As correctly noted by the County, the LTA (page 13, Improvement I2) recommends that the District coordinate with Sacramento County on modifications to signal timing for special event days. Modification of the existing concrete median ahead of the existing westbound left-turn pocket to add westbound left-turn storage is identified for informational purposes and may be considered by Sacramento County at its discretion. This improvement is intended to facilitate more efficient inbound traffic flow to the Rio Americano High School campus and limit operational disruption to westbound through traffic. This improvement is not intended to address any significant traffic hazard or safety impact.

In addition, the estimated queue length is conservative (would tend to overstate the actual queuing). As noted in the LTA (page 2) and the response to comment A2-5, the queueing estimates are conservative, layering the event traffic onto existing traffic between 5:30 and 6:30 p.m., when the volumes on the surrounding transportation network are still relatively high after the typical workday compared to the expected arrival time for most football traffic, which would occur outside the time of collected data. The LTA also conservatively assigns all inbound event trips to that single hour (LTA Table 7 and Exhibit 6).

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **J.2**

MEETING DATE: **11/17/2026**

SUBJECT: Approval of Rio Americano High School Stadium Improvements Project and Zoning Exemption from the Zoning Ordinances of the County of Sacramento (Camarda) - 7:55 p.m.

DEPARTMENT: Operations

ACTION REQUESTED:
Action: The superintendent is recommending that the board adopt Resolution No. 4291, approving the Rio Americano High School Stadium Improvements Project ("Project") and exempting the Project from the zoning ordinances of the County of Sacramento pursuant to Government Code, section 53094.

RATIONALE/BACKGROUND:
The purpose of the requested action is to approve the Rio Americano High School Stadium Improvements Project ("Project") as proposed in the Final Environmental Impact Report ("EIR") (SCH#2026010094), certified in Resolution No. 4290, and to exempt the Project from the zoning ordinances of the County of Sacramento, pursuant to Government Code, section 53094.

The Project would construct improvements to the existing athletic stadium and related facilities at Rio Americano High School, located at 4540 American River Drive, in the County of Sacramento. The purpose of the Project is to improve the school's existing stadium and athletic facilities through the installation of new high-mast light standards, removal of existing bleachers, installation of new and expanded bleacher seating, installation of an upgraded public address system, and the addition of a new press box.

Project Approval:
The Draft EIR for the Project was publicly circulated for review and comment from September 2, 2026, to October 16, 2026. All comments and responses thereto, along with any necessary text revisions, all technical appendices and studies, and the Mitigation Monitoring and Reporting Program ("MMRP") have been incorporated into and comprise the Final EIR. The CEQA Findings of Fact and Statement of Overriding Considerations are required mechanisms by which the Board explains the evidentiary connections between the conclusions and proposed mitigation set forth in the Final EIR, and the Board's ultimate conclusions about the significance of the Project's potential impacts, the feasibility of proposed mitigation measures and alternatives, and the compelling reasons for approving an action that will have a significant and unavoidable impact.

The mitigation measures presented in the Final EIR fulfill the District's obligation to consider how to reduce or avoid the significant impacts that would result from the proposed Project. Although the mitigation measures proposed in the EIR are considered by the Final EIR to be potentially feasible, the Board has the ultimate authority to, and in fact must, determine whether they are actually feasible. The Board's determination of actual feasibility may consider economic, environmental, legal, social, and technological factors, based on supporting substantial evidence. If the Board concludes that any of the Project's potential impacts cannot be fully mitigated by the measures the Board agrees to adopt, the Board must also adopt a Statement of Overriding Considerations with its CEQA findings. This Statement explains the Board's reasoning in finding that the benefits of the proposed Project outweigh the potentially significant and unavoidable impacts.

Staff recommends that the Board approve the Project for the reasons set forth in its Resolution certifying the Final EIR and adopting of the CEQA Findings of Fact, Statement of Overriding Considerations, and MMRP. The mitigation measures in the approved MMRP are legally binding and enforceable.

Zoning Exemption:
As a general rule, Government Code, section 53091, requires local agencies to comply with local zoning ordinances. However, Government Code, section 53094, exempts school districts from complying with the zoning ordinances of a city or county unless the zoning ordinance makes provision for the location of public schools and unless the city or county has adopted a general plan. (Gov. Code, § 53094, subd. (a).) Alternatively, a school board

may, by two-thirds majority vote, to "render a city or county zoning ordinance inapplicable to a proposed use of property by the school district[,]" so long as it is for facilities used directly for or related to educational purposes (i.e., non-"nonclassroom" facilities). (Gov. Code, § 53094, subd. (b).)

The rationale behind Section 53094 is that, since most school district construction projects are subject to review and approval by the Division of the State Architect ("DSA") and other State agencies, compliance with local ordinances would be redundant and, in some cases, could result in conflicting obligations for the school district. As a result, jurisdiction of school facility design and construction is seated with State agencies, such as the California Office of Public School Construction and the DSA. (Edu. Code, § 17280, et. seq.) By allowing for exemptions from local zoning ordinances based on educational purposes, the Legislature recognized that school construction is subject to almost complete control by the State, and compliance with local ordinances would therefore be redundant, and in some cases could result in conflicting obligations.

The County's General Plan designates the Project Site for Low-Density Residential Land Uses, the Arden-Arcade Community Plan designates the Site for Low-Density Residential and Public/Quasi-Public land uses ("RD-4/PQP"), and the Sacramento County Zoning Code ("SCZ") zones the Site has Low-Density Single-Family Residential ("RD-4") with a Parkway Corridor Combining Zone ("PCZ") overlay. To the extent the County's General Plan and Zoning Code provide for the location of schools, Government Code, section 53094, subdivision (b), expressly authorizes the District, at any time, by a two-thirds vote of its members, to exempt a school project from the County's zoning ordinances where the project serves an educational or related purpose. Here, the proposed Project will be for educational purposes and does not consist of "non-classroom" facilities as defined by Government Code, section 53094, and relevant case law because the Project is intended for instructional and educational programming and will consist of educational athletic facilities that will allow for physical educational classes, interscholastic athletics, matriculation and graduation events, and other spirit activities, all of which are integral to the School's curriculum and are a vital part of the free education that is constitutionally guaranteed to local citizens. Compliance with the County's zoning ordinances in relation to the Project, however, would create confusion, increased costs, and could subject the District and Project to a prolonged timeline that would be detrimental to the District's educational mission.

For these reasons, the District has balanced the interests of the public, including those of the District and the County of Sacramento, and determined that the interests of the public are best served by the District exercising its rights under Government Code, Section 53094, to find that the Project is exempt from any applicable local zoning ordinances or land use regulations. The District must notify the County of this action within ten (10) days of the Board's approval by delivering a copy of this Resolution to the County.

ATTACHMENT(S):
1. Resolution No. 4291

BOARD COMMITTEE ACTION/COMMENT:
Facilities Committee:11/04/2025 (Preliminary Design), 11/03/2026 (Presentation)

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
Fund 21, Building Fund - $8M-$9.5M

PREPARED BY: Frank Camarda, Chief Operations Officer

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION APPROVING THE RIO AMERICANO HIGH SCHOOL STADIUM IMPROVEMENTS PROJECT AND EXEMPTING THE RIO AMERICANO HIGH SCHOOL STADIUM IMPROVEMENTS PROJECT FROM THE ZONING ORDINANCES OF THE COUNTY OF SACRAMENTO

RESOLUTION NO. 4291

WHEREAS, in Resolution No. 4290, the Board of Education ("Board") of the San Juan Unified School District ("District") certified that: (i) the Final Environmental Impact Report ("Final EIR") prepared for Rio Americano High School Stadium Improvements Project ("Project") (SCH # 2026010094), located at 4540 American River Drive, in the County of Sacramento, State of California, bearing Assessor's Parcel Number (APN 292-0210-019-0000) ("Project Site"), has been completed in compliance with the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21100 et seq.) and the CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et. seq.); (ii) the Board has reviewed and considered the information and analysis contained in the Final EIR and all documents incorporated therein and attached thereto; and, (iii) the Final EIR reflects the District's independent judgment; and,

WHEREAS, the Board has concluded that approving the Project as described in the Final EIR is superior to the project alternatives considered in the Final EIR in its ability to implement the project objectives as stated in the Draft EIR; and,

WHEREAS, the Board has concluded that the proposed Project is essential to meeting the District's objectives; and,

WHEREAS, the District will enter into all requisite agreements and memoranda of understanding as specified in the Mitigation Monitoring and Reporting Program ("MMRP") to ensure that the mitigation measures in the Final EIR, with the exception of those measures rejected as being infeasible in the CEQA Findings, are implemented as the Project is constructed; and,

WHEREAS, the Final EIR identified certain significant effects on the environment that, absent the adoption of mitigation measures, would be caused by approval of the proposed Project; and,

WHEREAS, the Board is required, pursuant to CEQA, to adopt all feasible mitigation measures or feasible project alternatives that can substantially lessen or avoid any significant effects on the environment associated with a project; and,

WHEREAS, as the CEQA Findings and Statement of Overriding Considerations and MMRP demonstrate, all of the significant environmental effects associated with the proposed Project can be either substantially lessened or avoided through the adoption of feasible

mitigation measures, although some of these effects, even substantially lessened, will remain significant and unavoidable despite the adoption of all feasible mitigation measures; and,

WHEREAS, the Board has determined, for the reasons set forth in the CEQA Findings and Statement of Overriding Considerations, the No Project Alternative (analyzed in the Draft EIR as "Alternative 1") and the Reconfigure Stadium and Athletic Fields Alternative (analyzed in the Draft EIR as "Alternative 2"), as described in the Final EIR, are either infeasible, not environmentally preferable to the proposed Project with respect to significant unavoidable environmental effects, fail to adequately meet the Board's objectives, or suffer from some combination of these failings; and,

WHEREAS, the Board is required by Public Resources Code, section 21081.6, subdivision (a), to adopt a mitigation, monitoring, and reporting program to ensure that the mitigation measures adopted by the District are implemented and actually carried out; and,

WHEREAS, a Mitigation, Monitoring, and Reporting Program for the proposed Project has been prepared, and is found within the Final EIR, which is incorporated by reference into the Resolution Certifying the Final EIR; and,

WHEREAS, because the adopted mitigation measures have not fully mitigated or avoided all identified significant effects on the environment associated with the proposed Project, CEQA requires the Board to adopt a Statement of Overriding Considerations, which is included as part of the CEQA Findings and Statement of Overriding Considerations attached to the Resolution Certifying the Final EIR for the Project; and,

WHEREAS, notwithstanding the above, Government Code, section 53091, subdivision (a), requires a school district to comply with all applicable zoning ordinances of the jurisdiction in which the school district is situated; and,

WHEREAS, the Project Site is located at Rio Americano High School within the County of Sacramento ("County"); and,

WHEREAS, the County's General Plan designates the Project Site for Low-Density Residential Land Uses, the Arden-Arcade Community Plan designates the Site for Low-Density Residential and Public/Quasi-Public land uses ("RD-4/PQP"), and the Sacramento County Zoning Code ("SCZ") zones the Site has Low-Density Single-Family Residential ("RD-4") with a Parkway Corridor Combining Zone ("PCZ") overlay; and,

WHEREAS, to the extent the County's General Plan and Zoning Code provide for the location of schools, Government Code, section 53094, subdivision (b), expressly authorizes a school district, at any time, by a two-thirds vote of its members, to exempt a school project from the County's zoning ordinances where the project serves an educational or related purpose; and,

WHEREAS, the District has unique expertise in educational programs and is best suited for designing and locating facilities to serve the District's schools within the County; and,

WHEREAS, the proposed Project does not consist of "non-classroom" facilities as defined by Government Code, section 53094, and relevant case law because the Project is intended for instructional and educational purposes and will consist of educational athletic facilities that will allow for physical educational classes, interscholastic athletics, matriculation and graduation events, and other spirit activities, all of which are integral to the School's programming and are a vital part of the free education that is constitutionally guaranteed to local citizens; and,

WHEREAS, the District is subject to numerous State requirements and oversight regarding construction on District school sites, which are designed to ensure that school construction projects are safe for students and teachers and promote the public interest, and State approval for the Project has been or will be obtained as required by law; and,

WHEREAS, by allowing for exemptions from local zoning ordinances based on educational purposes, the Legislature recognized that school construction is subject to almost complete control by the State, and compliance with local ordinances would therefore be redundant, and in some cases could result in conflicting obligations; and,

WHEREAS, the California Division of the State Architect reviews and approves the plans and specifications of educational facilities and oversees the construction of educational facilities, including the proposed Project; and,

WHEREAS, educational facilities, including the proposed Project, are an integral and important part of the District's mission to educate and provide diverse programming to the District's students; and,

WHEREAS, the District has balanced the interests of the public, including those of the District and the County of Sacramento, and determined that the interests of the public are best served by the District exercising its rights under Government Code Section 53094 to find the Project is exempt from any applicable local zoning ordinances or land use regulations; and,

NOW, THEREFORE, the San Juan Unified School District Board of Education does hereby resolve as follows:

Section 1. Recitals. The foregoing recitals are hereby adopted as true and correct.

Section 2. Project Approval.

A. The Board hereby approves the Project, as identified and evaluated in the Final EIR (SCH # 2026010094).

B. The Board hereby finds that all actions required to be taken by applicable law related to the approval of the Project have been taken.

C. The Board hereby authorizes the Superintendent and their authorized designees to take all steps necessary to proceed with, carry out, and complete the Project.

Section 3. Provision of School Location and Exemption from Zoning Ordinance and Land Use Regulations.

A. For good and sufficient cause, the Board hereby finds the Project is not a "non-classroom facility," but is an educational facility used for or related to student instruction within the meaning of Government Code, section 53094.

B. By this Resolution, pursuant to Government Code, section 53094, the District renders the zoning ordinances of the County of Sacramento inapplicable to the Project.

C. The Board adopts each ground and each statement in the Recitals and as set forth herein as a separate finding in support of its action and reserves the right to establish, expand upon, and including additional documentation not already referenced in support of this Resolution.

D. Any and all unprivileged written documents, communications and resolutions, including all planning documents with respect to the Project, are incorporated by reference as evidence in support of the findings set forth herein, including any and all staff reports relating to this Resolution.

E. The District's Superintendent, or designee, is directed to notify the County of Sacramento of this action within ten (10) days of the Board's approval of this Resolution by delivering a copy of this Resolution to the County.

F. The Board hereby authorizes the Superintendent or their authorized designees to take all steps necessary to proceed with and carry out the actions of the Board as set forth in this Resolution.

Section 4. Effective Date. This Resolution shall become immediately effective upon adoption by the Board.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on November 17, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SAN JUAN UNIFIED SCHOOL DISTRICT

_____

Tanya Kravchuk, President
San Juan Unified School District
Board of Education

Attest:

_____

Nick Bloise, Clerk
San Juan Unified School District
Board of Education

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **J.3**

MEETING DATE: **11/17/2026**

SUBJECT: **Public Hearing No. 2: Gateway International School Charter Renewal Petition (Oaxaca) - 8:25 p.m.**

DEPARTMENT: Teaching and Learning

ACTION REQUESTED:
Public Hearing/Action: The superintendent is recommending that the board hold a public hearing and approve the Gateway International School Charter School Renewal Petition for a term of five years from July 1, 2027, through June 30, 2032. The term for this charter will expire on June 30, 2027, unless approved for renewal by the Board of Education.

RATIONALE/BACKGROUND:
Gateway International School has operated within San Juan Unified's district boundaries as an independent charter since 2013. Under the authorization of the State Board of Education and last renewed by San Juan Unified School District in February 2021, Gateway International School provides education to students in grades TK through 8.

Education Code section 47607, subdivision (b), states that "[r]enewals and material revisions of charters are governed by the standards and criteria described in section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed." The Board of Education may deny a renewal petition if the charter school fails to meet the standard for renewal outlined within the Criteria for Renewal, Education Code section 47605.

The district's Charter Review Team has thoroughly reviewed the charter renewal petition, and Gateway International School has provided all necessary information requested during the review process. The Gateway International School Charter Renewal Petition presented to the Board of Education is in compliance with district Board Policy 0420.4, Charter Schools, and current law.

A Memorandum of Understanding (MOU) agreement will define the specific financial and operational relationship between Gateway International School and the district and resolve other matters of mutual interest not otherwise contained within the terms of the charter petition. It is the intent of the MOU that Gateway International School not be a fiscal burden to the district.

In order to recommend the approval of a charter school renewal to the Board of Education, it must be determined that the charter school has met the requirements set forth in the Education Code, section 47605. These requirements are organized into the following four renewal criteria, outlined in this section.

I. Has the charter school presented a sound educational program?
II. Is the charter school demonstrably likely to successfully implement the proposed educational program?
III. Is the petition reasonably comprehensive?
IV. Is the charter school serving all students who wish to attend?

A copy of the charter petition is available for review in the superintendent's office and at the San Juan Central enrollment office.

ATTACHMENT(S):
1. Gateway International School Findings of Fact
2. Charter School Petition Evaluation Matrix - Gateway International School

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2026, 10/26/2026
Board of Education: 09/08/2026 (Public Hearing No. 1)

FISCAL IMPACT:
No direct costs

PREPARED BY: Brian T. Ginter, Director, Admissions and Family Services

APPROVED BY: F.J."Harvey" Oaxaca, Ed.D., Assistant Superintendent, Educational Services
Timothy Dale, Ed.D., Deputy Superintendent, Schools and Student Support
Melissa Bassanelli, Superintendent of Schools

FINDINGS OF FACT AND RECOMMENDATIONS REGARDING CHARTER PETITION RENEWAL
FOR
GATEWAY INTERNATIONAL SCHOOL
NOVEMBER 2, 2026

INTRODUCTION

On August 20, 2026, Gateway International School ("GIS") submitted a charter school renewal petition to the San Juan Unified School District ("district"). This renewal petition was submitted for a five-year term starting July 1, 2027, and continuing through June 30, 2032. GIS is an independent charter school authorized by the district since 2013. GIS serves students in grades TK-8.

The Board of Education held a public hearing on September 8, 2026, to hear from the petitioners and consider the level of support for the petition. The district's charter review team has thoroughly studied the charter renewal petition, and GIS has provided all necessary information, additions, and/or changes requested during the review process. Under the state law (AB 1505), resulting in Education Code section 47605(b), district staff recommendations, including the recommended findings, will be published 15 days prior to the public hearing at which the Board of Education will take action to either grant or deny the charter renewal petition.

APPLICABLE LAW

Education Code section 47607, subdivision (b) states that "[r]enewals and material revisions of charters are governed by the standards and criteria described in 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed." The Board of Education may deny a renewal petition if the charter school fails to meet the standard for renewal outlined within the *Criteria for Renewal,* Education Code section 47605. A renewal petition shall not be denied unless the district makes written factual findings that support one or more of the following findings:

(1) The charter school presents an unsound educational program for students during the term of its charter. (Education Code section 47605(c)(1).)

(2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition. (Education Code section 47605(c)(2).)

(3) The petition does not contain the necessary affirmations of each of the conditions described in subdivision (e) (Education Code section 47605(c)(4).)

(4) The petition does not contain reasonably comprehensive descriptions of the 15 required elements set forth in the Charter Schools Act. (Education Code 47605(c)(5).)

(5) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with section 3540) of Division 4 of Title 1 of the Government Code.

SUMMARY OF FINDINGS OF FACT

1. For a charter school's renewal petition to be approved, it must present a sound educational program for its students, based on the past performance of the charter school. Under Education Code section 47607, a charter authorizer must consider the charter school's performance on indicators included in the California School Dashboard when evaluating a renewal petition. This renewal process creates four types of renewal:

    a. High-Performing Charter Schools
    b. Middle-Performing Charter Schools
    c. Low-Performing Charter Schools
    d. Dashboard Alternative School Status (DASS)

    A school's identification as belonging to one of the above tiers is determined by the California Department of Education ("CDE") based on Dashboard data. The CDE publishes the list of charter schools and their renewal tiers.

    GIS meets "Middle-Performing Charter School Status" as defined by Education Code Section 47607.2.

    When evaluating charter schools that are in this tier, authorizers shall consider schoolwide performance and performance of all subgroups on the Dashboard, and shall provide "greater weight" to performance on measurements of academic performance in determining whether to grant a charter renewal. The authorizer shall also consider clear and convincing evidence, demonstrated by verified data, showing either that the school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school, or strong postsecondary outcomes equal to similar peers. In addition, authorizers shall consider "verified data" for renewal of charter schools. According to Education Code section 47607.2(c), "verified data" is defined as "data derived from nationally-recognized, valid, peer-reviewed, and reliable sources that are externally produced," including postsecondary outcomes.

    After analyzing the Dashboard data, the review team found the following results in the overall performance level and the significant subgroup performance level. (In the renewal petition, charter element "Measurable Student Outcomes", GIS provides a comparison to San Juan Unified School District and similar schools within San Juan

Unified School District). GIS meets the criteria to be considered a Middle-Performing Charter School.

Education Code section 47604.32 identifies the oversight duties of a charter authorizer, including a visit to each charter school at least annually and ensuring that each charter school under its authority complies with all reports required of charter schools by law. In carrying out the oversight duties, the charter authorizer representatives will continue to monitor academic performance through the annual report (informational report due in May of each year - Education Code section 47604.33) and the LCAP and any other reports required by CDE (i.e. Learning Continuity Plan, etc.) in order to verify that the charter school is taking meaningful steps to improve academic performance.

During the fall each year, a district representative conducts classroom visitations at GIS. These visitations, conducted across grade levels, verify the implementation of the educational program outlined in the renewal petition. The representative has observed standards-based lessons in all classrooms, as well as cohesive practices and strategies that reflect and support the school's mission and vision.

The district's charter review team has thoroughly studied the charter renewal petition and has determined that GIS presents a sound educational program, as evidenced by student academic performance, and therefore meets this requirement for renewal.

2. For a charter school's renewal petition to be approved, it must provide evidence that it has the capacity to implement the program set forth in the petition. This includes (but is not limited to) a sound financial and administrative plan, a description of facilities (including location(s) and current and projected availability), etc.

   The district's charter review team has thoroughly studied the charter renewal petition and has determined that GIS has provided the necessary evidence in the petition to meet this requirement for renewal.

3. For a charter school's renewal petition to be approved, it must include the necessary affirmations set forth in the Charter Schools Act. (Education Code section 47605(c)(4).)

   The district's charter review team has thoroughly studied the charter renewal petition and has determined that GIS has provided the necessary affirmations in the petition to meet this requirement for renewal.

4. For a charter school's renewal petition to be approved, it must contain reasonably comprehensive descriptions of the 15 required elements set forth in the Charter Schools Act. (Education Code section 47605(c)(5).)

The district's charter review team has thoroughly studied the charter renewal petition and has determined that GIS has included reasonably comprehensive descriptions of the 15 required elements set forth in the Charter Schools Act.

5. For a charter school's renewal petition to be approved, it must contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

   The district's charter review team has thoroughly studied the charter renewal petition and has determined that GIS has included the appropriate declaration.

CONCLUSION AND RECOMMENDATION

Accordingly, based on the above findings, the district's charter review team recommends to the superintendent that the renewal petition for GIS charter school be granted for a term of five years, commencing on July 1, 2027, and continuing through June 30, 2032.

Gateway International School

The 15 Charter Elements

Criteria in RED indicates a description that is required under law to be included in the charter petition.

Criteria in BLACK are descriptions strongly suggested to be included to ensure that the charter petition is reasonably comprehensive

A. Description of Vision, Mission and Educational Program

Evaluation Criteria: E.C.§47605(c)(5)(A) **THE PETITION DESCRIBES, AT MINIMUM**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. Targeted Student Populations and Community Need			
a. students the charter school will attempt to educate and a demonstration of need for proposed educational program	☑	☐	Pet. pp. 26-31
b. grade levels and number of students the charter school plans to serve	☑	☐	Pet. pp. 26-31
c. a clear, concise school mission and vision statement that align with the target population	☑	☐	Pet. pp. 26-31
d. the needs and challenges of the student groups to be served	☑	☐	Pet. pp. 26-31
2. Attendance			
a. school year/academic calendar, number of school days and instructional minutes	☑	☐	App. P,Q (PDF pp. 562-563)
b. attendance expectations and requirements, including enrollment projections	☑	☐	Pet. pp. 29-31; App. O
c. master/daily schedule and proposed bell schedule	☑	☐	App. Q (PDF pp. 564-568)
3. What It Means to Be an Educated Person in the 21st Century			
a. goals that are consistent with enabling all pupils to become or remain self-motivated, competent, lifelong learners	☑	☐	Pet. pp. 8-12, 31-35
b. list of academic skills and qualities important for an educated person	☑	☐	Pet. pp. 8-12, 31-35
c. list of general non-academic skills and qualities important for an educated person	☑	☐	Pet. pp. 8-12, 31-35
4. How Learning Best Occurs/Instructional Design, including subgroup program (CCR §11967.5.1. (f)(C)			
a. a framework for instructional design that is aligned with the needs of the students that the charter has identified as its target student population	☑	☐	Pet. pp. 26-46
b. description of learning setting (e.g. site-based matriculation, independent study, tech-based)	☑	☐	Pet. pp. 26-46
c. instructional approaches and strategies school will utilize that will enable the school's students, including subgroup populations such as English language learners (ELL), to master the content including subgroup populations such as English language learners (ELL), to master	☑	☐	Pet. pp. 26-46
d. process for developing or adopting curriculum and teaching methods	☑	☐	Pet. pp. 26-46
e. how the charter school will identify and meet the needs of students with disabilities, ELLs, students achieving substantially above or below grade level expectations, and other special student populations - the description demonstrates understanding of the likely ELL population - includes sound approach to identify and meet the needs of subgroup populations	☑	☐	Pet. pp. 37-61
f. special education plan including, but not limited to, the means by which the charter school will comply with the provisions of EC section 47641	☑	☐	Pet. pp. 56
g. a plan for professional development that aligns with the charter school's proposed program	☑	☐	Pet. pp. 49-50
5. Materials, Including Technology			
a. how staff's and students' technology resources are aligned to the instructional program and meet state assessment requirements	☑	☐	Pet. pp. 27, 36-46; Apps. E and U
b. what materials are available to students: student-to-computer ratio appears reasonable	☑	☐	Pet. pp. 36-46; Apps. E and U
c. a description or plan for providing adaptive technology for SPED students	☑	☐	Pet. pp. 59; Apps. E and U
d. Common Core technology standards, digital assessments, and professional learning	☑	☐	Pet. pp. 27, 36-46; Apps. E and U
6. Annual Goals			
a. annual goals for all pupils and for each subgroup of pupils identified pursuant to section 52052 that apply to the grade levels served	☑	☐	78; App. G (PDF pp. 173-268)
b. goals tied to state priorities listed in EC section 52060(d) and LCAP, as appropriate - additional priorities related to unique aspects of the proposed charter school program include goals and specific annual actions	☑	☐	Pet. pp. 62-78; App. G (PDF pp. 173-268)
c. specific annual actions designed to achieve the stated goals	☑	☐	Pet. pp. 62-78; App. G (PDF pp. 173-268)
7. Description Requirements for Charter Schools Serving High School Students			
a. how parents will be informed about the transferability of courses to other public high schools	☐	☐	N/A
b. how parents will be informed about the eligibility of courses to meet college entrance requirements	☐	☐	N/A
c. how each student will receive information on how to complete and submit a FAFSA or California Dream Act Application at least once before the student enters grade 12	☐	☐	N/A

d. how the exit outcomes will align to mission, curriculum and assessments	☐	☐	N/A
e. affirmation that all students will have the opportunity to take courses that meet the 'A-G' requirements	☐	☐	N/A
f. planned graduation requirements and WASC accreditation are defined	☐	☐	N/A
Comments by review team: Serves TK-8 only			

B. Measurable Student Outcomes			
Evaluation Criteria: E.C.§47605(c)(5)(B) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. Measurable pupil outcomes for all groups, i.e. specific assessment methods or tools listed for each exit outcome	☑	☐	Pet. pp. 62-78; App. G
2. A description of how pupil outcomes align with the state priorities consistent with LCAP, as described in EC 52060(d), that apply for the grade levels served or the nature of the program	☑	☐	Pet. pp. 62-78; App. G
3. Specific annual actions designed to achieve the stated goals	☑	☐	Pet. pp. 62-78; App. G
4. Additional school priorities related to unique aspects of the proposed charter school program, with goals and specific annual actions	☑	☐	Pet. pp. 62-78; App. G
5. Description of how pupil outcomes will address state content and performance standards in core academic areas	☑	☐	Pet. pp. 62-78; App. G
6. Description of how exit outcomes align to the mission and instructional design of the program	☑	☐	Pet. pp. 62-78; App. G
7. Description or affirmation that "benchmark" skills and specific classroom-level skills will be developed	☑	☐	Pet. pp. 62-78; App. G
8. School-wide student performance goals students will achieve over a given period of time, including projected attendance levels, dropout percentage, and graduation rate goals	☑	☐	Pet. pp. 62-78 (dropout/graduation components N/A - TK-8)
Comments by review team:			

C. Student Progress Measurement			
Evaluation Criteria: E.C.§47605(c)(5)(C) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. Assessment tools that include all required state and federal assessment (SBAC, ELPAC, etc.) for purposes of accountability	☑	☐	Pet. pp. 79-86; Apps. E and S
2. At least one assessment method or tool listed for each of the exit assessments	☑	☐	Pet. pp. 79-86; Apps. E and S
3. A variety of alternative assessment tools, including tools that employ objective means of assessment consistent with the measurable pupil outcomes	☑	☐	Pet. pp. 79-86; Apps. E and S
4. Chosen assessments are appropriate for standards and skills the charter school seeks to measure	☑	☐	Pet. pp. 79-86; Apps. E and S
5. A plan for collecting, analyzing/utilizing and reporting student/school performance to charter school staff and to students' parents and guardians, and for utilizing the data continuously to monitor and improve the charter school's educational program	☑	☐	Pet. pp. 79-86; Apps. E and S
Comments by review team:			

D. Governance Structure			
Evaluation Criteria: E.C.§47605(c)(5)(D) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. Evidence of the charter school's incorporation as a nonprofit benefit corporation	☑	☐	Pet. pp. 7, 87-89; App. H (PDF pp. 269-287)
a. provides the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school.	☑	☐	App. R (PDF pp. 569-591)
b. includes a set of bylaws and basic policies	☑	☐	Pet. pp. 7, 87-89; App. H (PDF pp. 269-287)

2. Evidence that the organizational technical designs of the governance structure reflect: - a seriousness of purpose to ensure that the charter will become and remain a viable enterprise - understanding and assurance of compliance with open meeting requirements	☑	☐	Pet. pp. 7, 87-89; App. H (PDF pp. 269-287)
3. Key features of governing structure including, but not limited to:	☑	☐	Pet. pp. 87-94; Apps. I-J
a. delineation of roles and responsibilities of the governing board and staff	☑	☐	Pet. pp. 87-94; Apps. I-J
b. a clear description of the flexibility and level of autonomy the charter school has from the charter management organization over budget, expenditures, personnel, and daily operations	☑	☐	Pet. pp. 87-94; Apps. I-J
c. size/composition of board, board committees and/or advisory councils	☑	☐	Pet. pp. 87-90; App. H
d. method for selecting initial board members and election/appointment for board member replacement	☑	☐	Pet. pp. 87-90; App. H
4. A process for involvement or input of parents/guardians in the governance of the charter school including:	☑	☐	Pet. pp. 5, 93-94; App. S
a. a clear delineation of roles and responsibilities of parent councils, advisory committee or other supporting groups	☑	☐	Pet. pp. 5, 93-94; App. S
b. a description how it shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to or continuation at, the charter school	☑	☐	Pet. pp. 5, 86, 93-94; App. S
5. Specific policies and internal controls that will prevent fraud, embezzlement, and conflict of interest and ensures the implementation and monitoring of those policies	☑	☐	App. X
6. A description and frequency of board trainings/workshops	☑	☐	Pet. pp. 88
7. Other important legal or operational relationships between the charter school and granting agency	☑	☐	Pet. pp. 134-140
Comments by review team:			

E. Employee Qualifications

Evaluation Criteria: E.C.§47605(c)(5)(E) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. Core and college preparatory teachers, and affirms all teachers will hold appropriate Commission on Teacher Credentialing certificates (new in July 1, 2020)	☑	☐	Pet. pp. 4-5, 95-96
2. Those positions that the charter school regards as key, and specifies the additional qualifications expected of individuals assigned to those positions, their responsibilities and accountability	☑	☐	Pet. pp. 12-14, 90-96; Apps. I-K
3. General qualifications for the various categories of employees (e.g., other administrative, instructional support, non-instructional support). These qualifications shall be sufficient to ensure the health and safety of the charter school's faculty, staff, and students.	☑	☐	Pet. pp. 12-14, 90-96; Apps. I-K
4. A clear plan for recruitment, selection, development and evaluation of staff and charter school leader	☑	☐	Pet. pp. 12-14, 90-96; Apps. I-K
5. Roles and lines of authority for board and management positions	☑	☐	Pet. pp. 12-14, 90-96; Apps. I-K
6. Qualifications for non-core, non-college prep teaching positions staffed by non-certified teachers	☐	☐	N/A - petition requires appropriate credentials for teaching assignments
7. Proposed teacher to student ratio	☑	☐	App. E (15:1 cap); App. G (staff ratios)
Comments by review team:			

F. Health and Safety Procedures

Evaluation Criteria: E.C.§47605(c)(5)(F) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. A comprehensive charter school safety plan and assurance that all charter school staff will be trained on this plan and that the plan will be updated annually	☑	☐	Pet. pp. 104; Apps. L-M (PDF pp. 396-530)
2. Assurances that the charter school will require a criminal background clearance report, and proof of	☑	☐	Pet. pp. 97-

tuberculosis examination prior to employment	☑	☐	104; Apps. L-M (PDF pp. 396-530)
3. Assurances that the charter school will adopt procedures to prevent acts of bullying and cyberbullying, and make the CDE online training module available to all employees who interact with students	☑	☐	Pet. pp. 97-104; Apps. L-M (PDF pp. 396-530)
4. Affirmation that charter schools with grades 7-12 will adopt a suicide prevention policy	☑	☐	Pet. pp. 97-104; Apps. L-M (PDF pp. 396-530)
5. Health and safety practices for students and staff	☑	☐	Pet. pp. 97-104; Apps. L-M (PDF pp. 396-530)
a. references include health and safety related policies/procedures or the date by which they will be adopted and submitted to the authorizer	☑	☐	Pet. pp. 97-104; Apps. L-M (PDF pp. 396-530)
7. Assurances on the compliance with ADA (Americans with Disabilities Act)	☑	☐	Pet. pp. 97-104; Apps. L-M (PDF pp. 396-530)
Comments by review team:			

G. Racial and Ethnic Balance			
Evaluation Criteria: E.C.§47605(c)(5)(G) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. Specific practices/policies the charter school will design and implement to attract a diverse applicant pool/enrollment that is reflective of the general population, including special populations residing within the territorial jurisdiction of the district	☑	☐	Pet. p. 105; App. N (PDF pp. 531-533)
2. Practices and policies appear likely to achieve racial and ethnic balance	☑	☐	Pet. p. 105; App. N (PDF pp. 531-533)
3. The outreach strategies, identifying specifically who the targeted groups will be, including developed or planned benchmarks for achieving balance	☑	☐	Pet. p. 105
4. Types of supports that will be provided to maintain enrollment balance (counselors, support staff, medical-related staff, etc.)	☑	☐	Pet. p. 105; App. N (PDF pp. 531-533)
Comments by review team:			

H. Admissions Requirements, If Applicable			
Evaluation Criteria: E.C.§47605(c)(5)(H) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. The following assurances: The charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, equal rights, and opportunities in the educational institutions of the state	☑	☐	Pet. pp. 4-6, 105-108; App. S
2. A clear description of admission policies that meet the state and federal permissive preferences	☑	☐	Pet. pp. 4-6, 105-108; App. S
3. A clear description of how students in the community will be informed and given an equal opportunity to attend the charter school. All promotional material must clearly state the charter school will serve ALL students.	☑	☐	Pet. pp. 4-6, 105-108; App. S
4. Proposed admissions and enrollment requirements, process and timeline, and includes :	☑	☐	Pet. pp. 4-6, 105-108; App. S
a. information to be collected through the interest form, application form, and/or enrollment form	☑	☐	Pet. pp. 4-6, 105-108; App. S
b. assures enrollment preferences will not require mandatory parent volunteer hours as a criteria for admission	☑	☐	Pet. pp. 4-6, 105-108; App. S
5. Description of the public random drawing processes that coincide with state and federal laws	☑	☐	Pet. pp. 4-6, 105-108; App. S
6. Assurances that preferences, if given, are not likely to negatively impact the racial, ethnic and unduplicated balance the charter school strives to reflect	☑	☐	Pet. pp. 4-6, 105-108; App. S

Comments by review team:

I. Annual Independent Financial Audits

Evaluation Criteria: E.C.§47605(c)(5)((I) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. The manner in which the audit will be conducted	☑	☐	Pet. pp.134-136
2. Procedures to select and retain an independent auditor including: - qualifications that will be used for the selection of an independent auditor - assurance that the auditor will have experience in education finance	☑	☐	Pet. pp. 136
3. Assurance that the annual audit will employ generally accepted accounting principles	☑	☐	Pet. pp.134-136
4. Scope and timing of audit, as well as distribution of completed audit to authorizer, county office, State Controller, California Department of Education, and/or other agencies required under law	☑	☐	Pet. pp.134-136
5. A process and timeline that the charter school will follow to address any audit findings and/or resolve audit exceptions	☑	☐	Pet. pp. 136
6. Assurance that the charter school will satisfy any audit deficiencies to the satisfaction of the authorizer	☑	☐	Pet. pp. 136
7. Who is responsible for contracting with and overseeing the independent audit	☑	☐	Pet. pp.134-136

Comments by review team:

J. Suspension and Expulsion Procedures

Evaluation Criteria: E.C.§47605(c)(5)(J) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. A process for suspensions of fewer than 10 days, including	☑	☐	Pet. pp. 109-125; App. S
a. oral or written notice of the charges against the pupil	☑	☐	Pet. pp. 109-125; App. S
b. if the pupil denies the charges, an explanation of the evidence that supports the charges	☑	☐	Pet. pp. 109-125; App. S
c. how an opportunity will be provided for the pupil to present his/her rebuttal to the charges	☑	☐	Pet. pp. 109-125; App. S
2. A process for suspensions of 10 days or more and all other expulsions for disciplinary reasons, including	☑	☐	Pet. pp. 109-125; App. S
a. timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights	☑	☐	Pet. pp. 109-125; App. S
b. a process of hearing adjudicated by a neutral officer within a reasonable number of days, and at which the pupil has the right to bring legal counsel or an advocate	☑	☐	Pet. pp. 109-125; App. S
3. A clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice and that ensures the written notice shall be in the native language of the pupil or the pupil's parent or guardian	☑	☐	Pet. pp. 109-125; App. S
4. Understanding of relevant laws protecting constitutional rights of students	☑	☐	Pet. pp. 109-125; App. S
a. provides for due process for all students and demonstrates understanding of the rights of students with disabilities in regard to suspension, expulsion and involuntary dismissal	☑	☐	Pet. pp. 109-125; App. S
b. explanation of how authorizer may be involved in disciplinary matters	☑	☐	Pet. pp. 109-125; App. S

Comments by review team:

K. California State Teacher Retirement System

Evaluation Criteria: E.C.§47605(c)(5)(K) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. A statement of what retirement options will be offered to employees	☑	☐	Pet. p. 126
a. STRS (if STRS, then all teachers must participate)	☑	☐	Pet. p. 126
b. PERS	☑	☐	Pet. p. 126
c. Social Security	☑	☐	Pet. p. 126
2. Whether retirement will be offered with language clearly reflecting one of the following choices for each retirement system - coverage will be offered to eligible employees - the charter school retains the option to elect the coverage at a future date - the charter school will not offer coverage	☑	☐	Pet. p. 126

3. Who is responsible for ensuring that the appropriate arrangements for coverage have been made	☑	☐	Pet. p. 126
Comments by review team:			

L. Public School Attendance Alternatives

Evaluation Criteria: E.C.§47605(c)(5)(L) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. Attendance alternatives for students residing within the county who choose not to attend the charter school	☑	☐	Pet. p. 127
Comments by review team:			

M. Post-employment Rights of Employees

Evaluation Criteria: E.C.§47605(c)(5)(M) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. School district employee's return employment rights, including	☑	☐	Pet. p. 128 - no automatic District return rights are created
a. whether, and how staff may resume employment within the district or authorizer	☑	☐	Pet. p. 128 - no automatic District return rights are created
b. the ability to transfer sick/vacation leave to and from charter and another LEA	☑	☐	Pet. p.128
c. whether staff will continue to earn service credit (tenure) in district while employed at charter	☑	☐	Pet. p.128
2. Whether collective bargaining contracts of charter authorizer will be a controlling document	☐	☐	N/A
Comments by review team:			

N. Dispute Resolution Procedures

Evaluation Criteria: E.C.§47605(c)(5)(N) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. A process for the charter and the authorizer to settle disputes relating to the provisions of the charter	☑	☐	Pet. pp. 129-130; App. T
2. The process by which charter will resolve internal complaints and disputes	☑	☐	Pet. pp. 129-130; App. T
a. includes Uniform Complaint procedures and description of how this process is communicated to parents, staff, and the community	☑	☐	Pet. pp. 129-130; App. T
3. Acknowledgement that except those disputes between the chartering authority and the charter school, all disputes involving the charter school shall be resolved by the charter school according to the charter school's own internal policies	☑	☐	Pet. pp. 129-130; App. T
4. Statement that if any such dispute concerns facts or circumstances that may be cause for revocation of the charter, the authorizer shall not be obligated by the terms of the dispute resolution process as a precondition to revocation	☑	☐	Pet. pp. 129-130; App. T
Comments by review team:			

O. Closure Procedures

Evaluation Criteria: E.C.§47605(c)(5)(O) **THE PETITION DESCRIBES, AT MINIMUM YES NO**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. The procedures to be used if the charter school closes, including:	☑	☐	Pet. pp. 131-133
a. who is the responsible entity/person that will conduct closure-related activities	☑	☐	Pet. pp. 131-133
b. process for submission of final financial reports, expenditure reports for entitlement grants, and the filing of any required final expenditure and performance reports	☑	☐	Pet. pp. 131-133
2. The maintenance plan for pupil records and the manner in which parents/guardians may obtain copies of pupil records if the charter school closes, including how information will be preserved and transferred.	☑	☐	Pet. pp. 131-133
3. A process of how charter will ensure a final audit of the charter school	☑	☐	Pet. pp. 131-133
a. an assurance it will be conducted within six months of closure	☑	☐	Pet. pp. 131-133

b. the disposition of the charter school's assets	☑	☐	Pet. pp. 131-133
c. plans for disposing net assets	☑	☐	Pet. pp. 131-133
4. The transfer and maintenance of personnel records in accordance with applicable law	☑	☐	Pet. pp. 131-133
Comments by review team:			

Required Supplemental Criteria

Financial/Administrative Plan

Evaluation Criteria: E.C.§47605(c)(h) **The petition describes, at minimum Yes No**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. A First Year Operational Budget			
a. annual revenues and expenditures clearly identified by source	☑	☐	App. O (PDF pp. 534-561)
b. revenue assumptions in alignment with applicable state and federal funding formulas	☑	☐	App. O (PDF pp. 534-561)
c. expenditure assumptions that reflect the school design plan	☑	☐	App. O (PDF pp. 534-561)
d. expenditure assumptions that reflect market costs	☑	☐	App. O (PDF pp. 534-561)
e. revenues from grants or other proposed fundraising that are not critical to fiscal solvency	☑	☐	App. O (PDF pp. 534-561)
f. minimum reserve level and projected positive ending fund balance (the larger of 3% of expenditures, or $25,000)	☑	☐	App. O (PDF pp. 534-561)
g. if expenditures exceed revenues in first year of operations, identifies sources of capital sufficient to cover deficits until the budget is projected to balance	☑	☐	App. O (PDF pp. 534-561)
h. expenditures for property and liability insurance that name the district/authorizer as additional insured (and/or a hold harmless agreement)	☑	☐	App. O (PDF pp. 534-561)
i. expenditures for reasonably expected legal services	☑	☐	App. O (PDF pp. 534-561)
j. expenditures for special education excess costs consistent with current experiences in the school district/county office	☑	☐	App. O (PDF pp. 534-561)
k. expenditures for facilities – if specific facilities not secured, reasonable projected cost	☑	☐	App. O (PDF pp. 534-561)
l. expenditures for required student meals that meet federal nutritional requirements	☑	☐	App. O (PDF pp. 534-561)
m. the alignment of LCAP expenditures with the charter's budget	☑	☐	App. O (PDF pp. 534-561)
2. Financial Projections Include a Clear Description of Planning Assumptions			
a. revenues and expenditures correlate with the number/types of students by grade level in budget	☑	☐	App. O (PDF pp. 534-561)
b. expenditure assumptions correlate with the amount of staff in budget	☑	☐	App. O (PDF pp. 534-561)
c. expenditure assumptions correlate with the facility needs in budget	☑	☐	App. O (PDF pp. 534-561)
d. expenditure assumptions in alignment with overall school design plan	☑	☐	App. O (PDF pp. 534-561)
e. revenues based on state and federal funding guidelines	☑	☐	App. O (PDF pp. 534-561)
f. revenues based on reasonable potential growth in local, state and federal categories	☑	☐	App. O (PDF pp. 534-561)
g. revenues based on reasonable student growth projections	☑	☐	App. O (PDF pp. 534-561)
h. revenue from sources such as grants, loans, donations and other non-guaranteed funds not necessary for the charter to maintain fiscal solvency	☑	☐	App. O (PDF pp. 534-561)
i. timeline for any referenced grant applications to be submitted and funded	☐	☐	N/A - no material new-grant application timeline is relied upon for solvency
j. positive reserves are maintained in all three years	☑	☐	App. O (PDF pp. 534-561)
k. fund balances are positive, or sources of supplemental working capital are identified	☑	☐	App. O (PDF pp. 534-561)
3. Start-Up Costs			
a. reasonable allocation for all major start-up costs including: - staffing - facilities - equipment and supplies - professional services (i.e. food services, etc.) - technology materials	☐	☐	N/A

- assessment systems/materials - legal costs			
b. in alignment with overall school design plan	☐	☐	N/A
c. potential funding sources	☐	☐	N/A
d. timeline allows for grant applications and fundraising efforts to be completed in time, if included in start-up costs	☐	☐	N/A
4. Cash Flow Projections for First 3 Years			
a. monthly projection of revenue receipts in line with local/state/federal funding disbursements	☑	☐	App. O (PDF pp. 534-561)
b. expenditures projected by month and corresponds with typical/reasonable schedules	☑	☐	App. O (PDF pp. 534-561)
c. balance sheet accounts projected by month	☑	☐	App. O (PDF pp. 534-561)
d. show positive cash balance each month and/or identify sources of working capital	☑	☐	App. O (PDF pp. 534-561)
5. Structure for Administrative Services and Operations			
a. outline or process for how personnel transactions will be conducted, (i.e. hiring, payroll, leaves and retirement)	☑	☐	Pet. pp.134-139; Apps. I-K and O
b. accounting and payroll processes that reflect an understanding of school business practices and expertise to carry out the necessary functions	☑	☐	Pet. pp. 134-139; Apps. I-K and O
c. plan and timeline to develop and assemble school business practices and expertise	☑	☐	Pet. pp. 134-139; Apps. I-K and O
d. explanation of how school intends to manage risk, including any policies and procedures	☑	☐	Pet. pp. 134-139; Apps. I-K and O
e. if operated by a non-profit organization, affirms will provide additional 501(c)(3) fiscal reports	☑	☐	Pet. pp. 134; Apps. I-K and O
Comments by review team:			

Charter Management Organization, i.e. Entities Managing Charter Schools			
Evaluation Criteria: E.C.§47605(c)(h)	Evaluation Standard Met		Located on Page(s)
The petition describes, at minimum Yes No	Yes	No	
1. Name and relationship of CMO to charter school, including - roles - responsibilities - payment structure - conditions for renewal/termination - investment disclosure	☑	☐	Pet. pp. 7-8
2. CMO's role in the financial management of the charter and the associated internal controls	☑	☐	Pet. pp. 7, 87-96, 134-139; Apps. I-J and O
3. Other schools and/or companies managed by the CMO	☑	☐	Pet. pp. 7, 87-96, 134-139; Apps. I-J and O
4. CMO's history, philosophy, and past results operating other schools and/or companies	☑	☐	Pet. pp. 7-14, 87-96, 134-139; Apps. I-J and O
5. CMO's Form 990s for up to prior three years	☑	☐	App. Y
6. Back office provider and description of support utilized by the charter	☑	☐	Pet. pp. 7-14, 87-96, 134-139; Apps. I-J and O
7. Affirmation that the CMO/back office provider will provide timely submissions of calendar of due date items	☑	☐	Pet. pp. 134-136
8. Affirmation that the CMO/back office provider will provide timely submissions of request for information items	☑	☐	Pet. pp. 134-136
Comments by review team:			

Facilities		
Evaluation Criteria: E.C.§47605(c)(h)	Evaluation Standard Met	Located on

The petition describes, at minimum Yes No Page(s)	Yes	No	Page(s)
1. Location of Facility			
a. the types and the location of the charter school facility that the petitioner proposes to operate, including - size and resources - safety - educational suitability	☑	☐	Pet. pp. 29, 36, 97-104, 138; App. O
b. the address of the facility or a schedule for securing the facility, including the person responsible for securing the location	☑	☐	Pet. pp. 36 App. O
c. assessment and analysis of anticipated facilities needs and viability of potential sites	☑	☐	Pet. pp. 36 App. O
2. Current and Projected Availability			
a. current and projected availability of each charter school site, and schedule for securing the facility	☑	☐	Pet. pp. 36; App. O
b. assurances of all legal compliance with health and safety, ADA, and applicable building codes	☑	☐	Pet. pp. 36, 97; App. O
c. adequate budget for anticipated costs, including renovation, rent, maintenance and utilities	☑	☐	Pet. pp. 36; App. O
d. statement whether a request will be made for use of authorizer-owned facilities	☑	☐	Pet. pp. 36; App. O
e. lease or occupation agreement for privately obtained facilities, and/or provides a copy of the lease agreement	☐	☐	N/A
Comments by review team:			

Impact Statement

Evaluation Criteria: E.C.§47605(c)(h) **The petition describes, at minimum**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. Number of students anticipated to enroll	☑	☐	Pet. pp. 36; App. O
2. Identification of whether charter will request to purchase support services from authorizer	☑	☐	Pet. pp. 140
3. Affirmation there will be a Memorandum of Understanding between the authorizer and charter school	☑	☐	Pet. pp.140; App. O
4. Processes and policies between charter and authorizer	☑	☐	Pet. pp. 134-140; App. O
a. includes process, activities and associated fees for oversight of charter	☑	☐	Pet. pp. 134-140; App. O
b. includes processes, timelines, and evaluation criteria for annual review and site visits	☑	☐	Pet. pp. 134-140; App. O
c. includes regular, ongoing fiscal and programmatic performance monitoring and reporting	☑	☐	Pet. pp. 134-140; App. O
d. includes process, timelines and evaluation criteria for charter renewal	☑	☐	Pet. pp. 134-140; App. O
e. outlines other important legal or operational relationships between authorizer and charter school	☑	☐	Pet. pp. 134-140; App. O
5. Criteria and procedure for the selection of a contractor, if applicable, including - process for determining necessary expertise - selection of the contractor or contractors, if applicable	☑	☐	Pet. pp. 134-140; App. O
6. Potential civil liability effects, if any, upon the school and the authorizer	☑	☐	Pet. pp. 134-140; App. O

Community Impact

Evaluation Criteria: E.C.§47605(c) (7) **The petition describes, at minimum**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. How the charter school will not substantially undermine existing school district services, academic offerings, or programmatic offerings	☐	☐	N/A
2. Whether the charter school petition duplicates a program currently offered by the district, and the existing program has sufficient capacity for the pupils proposed to be served within reasonable proximity to where the charter school intends to locate	☐	☐	N/A
Comments by review team:			

Special Education

Evaluation Criteria:E.C.§47641(a) and E.C.§47646 **The petition describes, at minimum**	Evaluation Standard Met Yes	 No	Located on Page(s)
1. The school's special education structure (3 options) a. charter school will be an independent LEA for special education purposes, or b. charter school will be a school within the district c. the charter school will be a SELPA	☑	☐	Pet. pp. 56-61
2. How special education services will be provided consistent with SELPA Plan and/or policies and procedures. a. includes a fiscal allocation plan in alignment with the SELPA the charter plans to join	☑	☐	Pet. pp. 56-61
3. Affirmation that the charter school will assume full responsibility for appropriate accommodations to address the needs of any student	☑	☐	Pet. pp. 56-61

4. Acknowledgment that the charter is responsible for providing special education, instruction and related services to the students enrolled in the school regardless of students' district of residence	☑	☐	Pet. pp. 56-61
5. The process for notifying district of residence and authorizing LEA when a special education student enrolls, becomes eligible, ineligible and/or leaves the charter	☑	☐	Pet. pp. 56-61
6. The transition to and from a district when a student with an IEP enrolls in or transfers out of the charter	☑	☐	Pet. pp. 56-61
7. Evidence that the school has consulted with a SELPA, such as a letter from SELPA confirming receipt of application	☐	☐	N/A - GIS is an independent LEA within a SELPA
8. Includes the following assurances	☑	☐	Pet. pp. 56-61
a. the charter will comply with all provisions of IDEA	☑	☐	Pet. pp. 56-61
b. no student will be denied admission based on disability or lack of available services	☑	☐	Pet. pp. 56-61
c. a Student Study Team process will be implemented	☑	☐	Pet. pp. 56-61
d. any student potentially in need of Section 504 services will receive such services	☑	☐	Pet. pp. 56-61
If the charter will not be an independent LEA			
1.Clarifies in charter petition or a Memorandum of Understanding the responsibilities of each party for service delivery, including Referral, Assessment, Instruction, Due Process, Agreements describing allocation of actual excess costs	☐	☐	N/A
2. An assertion that the charter will be fiscally responsible for its fair share of any encroachment on general funds	☐	☐	N/A
If the charter school is an independent LEA within a SELPA			
1. Notifies SELPA Director of intent to participate prior to February 1 of the preceding school year	☐	☐	N/A
2. Includes current operating budget in accordance with E.C. §42130 and E.C. §42131	☑	☐	Pet. pp. 56-61; App. O
3. Understands that the charter school is fiscally responsible for fair share of any encroachment on general funds	☑	☐	Pet. pp. 56-61; App. O
4. Asserts responsibility for any legal fees relating to the application and assurances process	☑	☐	Pet. pp. 56-61; App. O
5. Demonstrates it is located within SELPA's geographical boundaries	☑	☐	Pet. pp. 56-61; App. O
6. Asserts all instruction will be in a safe environment	☑	☐	Pet. pp. 56-61; App. O
7. Affirms the terms of the Agreement will be met regarding the organization, implementation, administration and operation of the SELPA	☑	☐	Pet. pp. 56-61; App. O
Comments by review team:			

Required Declaration			
Evaluation Criteria:E.C.§47605(c)(6	Evaluation Standard Met		Located on Page(s)
The petition describes, at minimum	Yes	No	
1. Declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.	☑	☐	Pet. pp. 4-6

Required Affirmations			
Evaluation Criteria:E.C.§47605(e)	Evaluation Standard Met		Located on Page(s)
The petition describes, at minimum	Yes	No	
1. Affirmation that the school will be nonsectarian in its - programs - admission policies - employment practices - and all other operations	☑	☐	Pet. pp. 4-6
2. Affirmation that the school shall not charge tuition	☑	☐	Pet. pp. 4-6
3. Affirmation that the school shall not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code	☑	☐	Pet. pp. 4-6
4. Affirmation that the admission to a charter school shall not be determined according to the place of residence of the pupil, or of the pupil's parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school	☑	☐	Pet. pp. 4-6
5. Affirmation that the charter school shall admit all pupils who wish to attend the charter school	☑	☐	Pet. pp. 4-6
6. Affirmation that the school will comply with federal, state and local laws as required for charter schools	☑	☐	Pet. pp. 4-6
Comments by review team:			

Alternative Education Charter School Criteria

For Alternative education Charter Schools, If Applicable			
Evaluation Criteria: E.C. §58500 - 58512	Evaluation Standard Met		Located on

The petition describes, at minimum	Yes	No	Located on Page(s)
1. Acknowledgement that the charter school will maintain an unduplicated count of at least 70% of the school's total enrollment composed of the required high-risk student groups	☐	☐	N/A - GIS is not proposed as a DASS alternative school
2. Assurance that the school will maintain documentation that 70% of students will be reflected on Part 1 of their DASS Participation Form	☐	☐	N/A - GIS is not proposed as a DASS alternative school
3. Clearly articulated mission and purpose to recruit and educate high-risk students	☐	☐	N/A - GIS is not proposed as a DASS alternative school
4. Performance plan that include specific measures and goals for success, including one or two attainable norm references and/or verifiable alternative measures that support the school's mission and vision	☐	☐	N/A - GIS is not proposed as a DASS alternative school
5. Required assurances	☐	☐	N/A - GIS is not proposed as a DASS alternative school
a. the school will maintain documentation that 70% of students will be reflected on Part 1 of their DASS Participation Form, as defined in item 1, above	☐	☐	N/A - GIS is not proposed as a DASS alternative school
b. when applying for other alternative school status, ONLY the school's current enrollment will be used (in accordance with the DASS Eligibility Criteria and examples) to determine a school's percentage of high-risk student for DASS eligibility	☐	☐	N/A - GIS is not proposed as a DASS alternative school

Independent Study Supplemental Criteria

Independent Study/Non-Classroom based Instruction			
Evaluation Criteria:E.C.§51745	Evaluation Standard Met		Located on Page(s)
The petition describes, at minimum	Yes	No	
1. an assurance that the K-12 public school guidelines for independent study will be evident in the annual audit per Education Code 47612.5(b)	☐	☐	N/A
2. an assurance that the charter will meet the requirement related to the ratio of ADA to FTE certificated employees as prescribed under Education Code 51745.6(a)	☐	☐	N/A
3. an acknowledgement that independent study will be supervised by an appropriately credentialed teacher per EC 51747.5 (a)	☐	☐	N/A
4. an acknowledgement that the charter may claim apportionment credit for independent study only to the extent of the time value of pupil or student work products, as personally judged in each instance by a certified teacher per EC 51747.5(b)	☐	☐	N/A
5. the maximum length of time, by grade level and type of program, that may elapse between the time an independent study assignment is made and the date by which the pupil must complete the assigned work	☐	☐	N/A
6. the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study, or whether he/she should return to a regular school program	☐	☐	N/A
7. an assurance that each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil	☐	☐	N/A
8. a description of how the required Written Agreement for each pupil will be processed and maintained, including at a minimum the following:	☐	☐	N/A
a. The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his/her progress	☐	☐	N/A
b. The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work	☐	☐	N/A
c. The specific resources, including materials and personnel that will be made available to the pupil	☐	☐	N/A
d. A statement of the policies adopted pursuant to subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study	☐	☐	N/A
e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one semester, or one-half year for a school on a year-round calendar	☐	☐	N/A
f. A statement of the number of course credits, or, for elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion	☐	☐	N/A
g. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate	☐	☐	N/A
Comments by review team:			

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **J.4**

MEETING DATE: **11/17/2026**

SUBJECT: **New Board Policy 5141.5 Mental Health (Oaxaca) - 8:35 p.m.**

DEPARTMENT: Teaching and Learning

ACTION REQUESTED:
Discussion: The superintendent is recommending that the board discuss the proposed new Board Policy 5141.5 Mental Health. Action anticipated: 12/15/2026.

RATIONALE/BACKGROUND:
This new board policy reflects recent updates to the Education Code and existing practices within San Juan Unified School District. Education Code section 49428.2, as added by SB 153, requires the Governing Board of a school district serving students in grades 7–12 to adopt a policy establishing referral protocols for addressing student behavioral health concerns

In addition to incorporating these new statutory requirements, the district is using this policy development process as an opportunity to review and formalize its longstanding student mental health practices and ensure continued alignment with other applicable Education Code provisions. This includes reviewing existing mental health posters and communications regarding available mental health resources to ensure they accurately reflect the District's obligations under Education Code section 49428.5. These posting requirements predate SB 153 and are not new obligations imposed by the legislation.

In addition, the district is required by July 1, 2029, to certify to the California Department of Education (CDE) that 100 percent of its certificated employees and 40 percent of its classified employees who have direct contact with students in grades 7–12 have received youth behavioral health training at least once.

Beginning with the 2025–26 school year and continuing through the 2029–30 school year, districts are also required to provide at least one hour of training annually to all certificated employees serving students in grades 7–12, in accordance with Education Code section 218.3, "Providing Relevant Inclusive Support that Matters for LGBTQ Students" (PRISM).

While this proposed board policy is new, many of the processes and practices addressed within it have been in place in San Juan Unified for many years. The proposed policy is intended to formalize these existing practices, incorporate new legislative requirements, and support continued compliance with applicable state law.

The draft Administrative Regulation 5141.5, Mental Health, has also been included for board member review, as requested at the October 27, 2026, board meeting.

ATTACHMENT(S):
1. Draft Board Policy 5141.5
2. Draft Administrative Regulation 5141.5

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 08/10/2026, 10/05/2026, 10/19/2026, 11/09/2026
Board of Education: 10/27/2026 (discussion)

FISCAL IMPACT:
N/A

PREPARED BY: Dominic Covello, Director, Student Support Services

APPROVED BY: F.J. "Harvey" Oaxaca, Ed.D., Assistant Superintendent, Educational Services
Timothy C. Dale, Ed.D., Deputy Superintendent, Schools and Student Support
Melissa Bassanelli, Superintendent of Schools

Policy 5141.5: Mental Health **Status:** Draft

Original Adopted Date:

The Governing Board recognizes that students' emotional well-being and mental health are critical to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to reduce the stigma associated with mental illness, facilitate access to mental health services, and help students build resiliency skills, including digital resilience, increase social connections, and cope with life challenges. (Education Code 49428, 49428.1, 32282.1)

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. (Education Code 215, 32282.1)

The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy. (Education Code 234.1, 234.4, 234.6)

Instruction provided to students shall promote student health and mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework, and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors including substance abuse, developing coping skills, and identifying resources that may provide assistance. (Education Code 51890, 51891, 51925)

Information and Training

The Superintendent or designee shall provide school staff and students with information and training to recognize the early signs and symptoms of an emerging mental health condition or behavioral health disorder. (Education Code 49428.15)

The Superintendent or designee shall ensure that all certificated employees and 40 percent of classified employees who have direct contact with students in grades 7-12 receive youth behavioral health training at least one time, and shall certify to the California Department of Education, on or before July 1, 2029, that this requirement has been met. (Education Code 49428.2)

Annually, the Superintendent or designee shall provide, and require all certificated employees serving students in grades 7 to 12 to participate in, at least one hour of cultural competency training to support lesbian, gay, bisexual, transgender, queer, and questioning individuals. The district shall maintain records documenting the date that each employee completed the training and the name of the entity that provided the training. (Education Code 218.3)

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice to students and parents/guardians regarding how to initiate access to student mental health services on campus and/or in the community, using at least two of the notification methods authorized by law. (Education Code 49428)

Each school site that serves students in any of grades 6-12 shall create an age-appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health. (Education Code 49428.5)

Mental Health Counseling and Referrals

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

A student 12 years of age or older may consent to mental health treatment or counseling if the student, in the opinion of the attending mental health professional, is mature enough to participate intelligently in the services. Additionally, the student's parent/guardian shall consent to the student's treatment, unless the mental health professional determines, after consulting with the student, that the involvement of the parent/guardian would be inappropriate. (Family Code 6924)

The district's referral protocols shall: (Education Code 49428.1)

1. Address the appropriate and timely referral by school staff of students with behavioral health concerns
2. Reflect a multi-tiered system of support process and positive behavioral interventions and supports, to be used as an alternative to disciplinary action as appropriate

   The protocols shall be accessible to students who may be the subject of disciplinary action.
3. Be adaptable to varied local service arrangements for behavioral health services
4. Reflect evidence-based and culturally appropriate approaches to student behavioral health referral without disciplinary actions

   "Evidence-based" means peer-reviewed, scientific research evidence, including studies based on research methodologies that control threats to both the internal and the external validity of the research findings.
5. Address the inclusion of parents/guardians in the referral process
6. Be written to ensure clarity and ease of use by certificated and classified school employees
7. Reflect differentiated referral processes for students with exceptional needs and other populations for whom the referral process may be distinct
8. Be written to ensure that school employees act only within the authorization or scope of their credential or license

   School employees are not authorized or encouraged to diagnose or treat youth behavioral health disorders unless they are specifically licensed and employed to do so.
9. Be consistent with state activities conducted by the California Department of Education in the administration of federally funded behavioral health programs

In delivering mental health and behavioral health services to students, the district may use telehealth or other information and communication technologies that facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a student's health while the student is on campus and the health care provider is at a distant location. (Education Code 49429)

Regulation 5141.5: Mental Health **Status: Draft**

Original Adopted Date:

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and to develop and implement an integrated plan to support student mental health.

The Superintendent or designee shall establish procedures for identifying students who may be experiencing behavioral health concerns and referring them, as appropriate, to qualified behavioral health professionals and support services.

The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

Information and Training

The information and training provided to school staff shall include: (Education Code 49428.15)

1. Recognizing the early signs and symptoms of an emerging mental health condition or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse
2. Identifying risk factors and warning signs of suicidal intent
3. Responding to students who have been impacted by traumatic stress
4. Safely de-escalating crises involving students with a behavioral health disorder
5. Linking students with effective services, referrals, and supports
6. Maintaining student privacy and confidentiality

Such training may also be provided to parents/guardians and families. (Education Code 49428.15)

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification to parents/guardians and to students shall be in at least two of the following methods: (Education Code 49428)

1. Distributing the information, electronically or in hard copy, in a letter to parents/guardians, and in a school publication or other document to students
2. Including the information, at the beginning of the school year, in the parent/guardian handbook and in student orientation materials or a student handbook
3. Posting the information on the school's website or social media

Each school site that serves students in any of grades 6-12 shall create an age-appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar episodes, and schizophrenic episodes
2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors
3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers
4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy
5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication, violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas accessible to and commonly frequented by students at each school site, such as bathrooms, locker rooms, classrooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year, the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

Mental Health Counseling and Referrals

Prior to utilizing telehealth technology to manage a student's mental health or behavior, the mental health professional shall consult with the student, parent/guardian, and/or the student's individualized education program team, as required by law, unless the mental health professional determines that the involvement would be inappropriate pursuant to Family Code 6924.

In using telehealth technology to provide mental health services to students, the Superintendent or designee shall ensure that mental health professionals comply with applicable professional codes of ethics and legal authority. Additionally, space that affords privacy and confidentiality of telehealth sessions shall be provided for students, and an emergency response plan shall be put in place that lays out all legally mandated steps to take when a student suddenly begins to exhibit suicidal ideation or other potentially dangerous behavior during a telehealth session.

A student 12 years of age or older may consent to mental health treatment or counseling if the student, in the opinion of the attending mental health professional, is mature enough to participate intelligently in the services. Additionally, the student's parent/guardian shall consent to the student's treatment, unless the mental health professional determines, after consulting with the student, that the involvement of the parent/guardian would be inappropriate. (Family Code 6924)

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

Funding Resources

The Superintendent or designee may explore potential funding sources for district programs and services that support students' mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **J.5**

MEETING DATE: **11/17/2026**

SUBJECT: Tentative Agreement Between San Juan Unified School District (District) and the San Juan Teachers Association (Association) (Thigpen) - 8:50 p.m.

DEPARTMENT: Labor and Government Relations

ACTION REQUESTED:
Action: The superintendent is recommending that the board approve the San Juan Teachers Association tentative agreement with the San Juan Unified School District.

RATIONALE/BACKGROUND:
Statute requires that the public be made aware of the costs associated with a tentative collective bargaining agreement before it becomes binding on the district or county office of education. Government Code Section 3547.5 states:

"Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction [G.C. 3547.5(a)]."

This tentative agreement was ratified by San Juan Teachers Association unit members with 98% approval.

ATTACHMENT(S):
1. Tentative Agreement Between San Juan Unified School District and the San Juan Teachers Association October 20, 2026
2. Public Disclosure of Proposed Collective Bargaining Agreement (in accordance with AB 1200)

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 10/26/2026, 11/09/2026

FISCAL IMPACT:
Current Budget: $0
Additional Budget: $16,317,846
Funding Source: Unrestricted and Restricted
Ongoing

FINANCIAL DATA:
In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, Fiscal Services has prepared an analysis of the fiscal impact of the proposed agreement and has submitted it to the Sacramento County Office of Education.

PREPARED BY: Daniel Thigpen, Executive Director, Labor and Government Relations

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

ATTACHMENT 1

Tentative Agreement Between
San Juan Unified School District (District)
And the San Juan Teachers Association (Association)
October 20, 2026

KEY:

- Black = Existing language
- ~~Strike through~~ = language being removed
- **Blue = New language**

Article 1: CONTRACT PROVISIONS

1.02 Recognition

The Board hereby recognizes the Association as the exclusive representative of the employees in the **non management certificated practitioners** unit described in Exhibit "A", hereinafter referred to as "members" or "members of the bargaining unit."

1.06 Term

1.06.1 *(existing language will be removed and replaced with the following)*:

This agreement concludes the Bargaining Cycle for the 2025-26 school year and reflects a three (3) year agreement covering the school years:

2026-27
2027-28
2028-29

In the Spring of 2027, the following will be reopeners for the 2027-28 school year:

1. **Article 11 (Salary + Stipends)**
2. **Article 9 (Benefits)**
3. **Article 8 (Working Hours): specifically with regard to instructional calendar**
4. **Article 7 (Class Size / Ratios)**
5. **Article 21 (ECE): specifically with regard to addressing NR days**
6. **Any outstanding Side Letters of Agreement that remain in place**

In the Spring of 2028, the following will be reopeners for the 2028-29 school year:

01. **Article 11 (Salary)**
02. **Article 9 (Benefits)**
03. **Article 8 (Working Hours): specifically with regard to instructional calendar**
04. **Each party may choose two (2) or fewer additional Articles from the contract. These Articles must be presented to the Board of Education in accordance with Article 1.06.2**
05. **Any outstanding Side Letters of Agreement that remain in place**

1.06.2

No later than the first (1st) school board meeting in February, the Association

agrees to present its proposals to the Board of Education for a successor contract. No later than six (6) weeks after the presentation of the Association's initial proposal, the District shall respond with its initial proposals and thereafter negotiations shall begin within ten (10) work days.

i. 1.06.2 will be waived for the ~~2024-25~~ **2027-28** Bargaining Cycle - as the interests are identified in section 1.06.1 above

ii. Timelines in 1.06.2 ~~will resume in 2025~~ **will resume for the Spring of 2028** pending the completion of the ~~2024-25~~ **2027-28** bargaining cycle in a timely manner. If extensions are needed, both parties agree to extend by up to two months, meaning the first school board meeting in April, ~~2025~~**2028**.

Article 3: SYSTEM OF PROFESSIONAL GROWTH

3.03.7 Essential Element Rubrics

a. Guiding documents which support growth and help assess performance over time using criteria based upon the nine (9) identified essential elements of the California Standards for the Teaching Profession. **These documents sunset on June 30, 2027.**

b. **Beginning July 1, 2027: Updated guiding documents which support growth and help assess performance over time using criteria based upon the eight (8) identified essential elements of the current California Standards for the Teaching Profession.**

i. Essential elements will be attached as Exhibit J.

Article 5: LEAVES

5.01 Sick Leave

5.01.6 Sick Leave deductions

a. Minimum of 15 minutes per occurrence

b. Maximum of 6 hours for a full day absence

i. ECE maximum day deductions = 8 hours

5.09 Bereavement Leave

5.09.1 All members will receive 5 **paid** days of bereavement per incident. Members' leave may be extended 5 **paid** days ~~by mutual agreement~~ **as needed. If the member determines extended time is needed, the member will notify the site / program administrator of the needed additional days.**

5.12 Parental Leave - Paid

5.12.1 A member of the bargaining unit who is pregnant may continue in active employment as late into **the birthing parents'** ~~her~~ pregnancy as **their** ~~her~~ health permits. ~~Any disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom is, for all job-related purposes, a temporary disability and shall be treated as such under sick leave provisions of the contract.~~

5.12.2 Birthing Parent Only: Beginning Jan. 1, 2027 members of the bargaining unit will be entitled to up to fourteen weeks (70 work days) of paid leave when

absent from duty because of pregnancy, miscarriage, childbirth, termination of pregnancy, or recovery from any of these conditions. Employees shall be required to submit a doctor's note to verify disability arising from the above listed conditions. These 14 weeks may begin prior to childbirth, following childbirth, or a combination of the two as determined by the member and their doctor.

5.12.3 Non-Birthing Parent: A member of the bargaining unit **who is not the birthing parent,** shall be granted six (6) weeks (eight weeks if birth is by cesarean) for ~~recovery, or for~~ care of the recovery of a spouse/partner following the birthing of a child. This time, designated "Pregnancy ~~Disability~~ **Recovery** Leave" shall be standard **and** have a starting date that mirrors the birth date of the child.~~, and a~~**A**ny deviation from the above stated timelines would require a medical note~~ to either shorten or extend~~. **This leave is considered a medical leave, and is separate from the leave provided in 5.12.5**

5.12.4 A member of the bargaining unit shall be granted five (5) days of paid parental leave.~~ to be taken at the time of birth or adoption of their child. These days may be taken at the time of delivery of the child and/or at the time the mother and child leave the hospital.~~ **These days shall be the first five (5) working days that follow the birth or adoption of the child (non-birthing parent) or that are not covered in 5.12.2 (birthing parent).** This leave shall not be deducted from sick leave.

5.12.5 ~~Effective January 1, 2017, eligible~~ **Eligible** members of the bargaining unit shall be granted, upon request, up to twelve (12) workweeks of paid parental leave in accordance with Ed Code 44977.5. Members accessing parental leave under this section shall first utilize all accrued sick leave; any additional time within the 12 workweeks not covered by accrued sick leave, shall be paid to the unit member at the differential rate.

a. In the event both parents are entitled to leave under this section, it shall be a shared 12 workweek period (Government Code 12945.2, subdivision q.)
b. 12 work weeks are equal to 60 working days
c. **These 60 days shall follow the exhaustion of the medical time articulated in 5.12.2 and 5.12.3 above.**

Article 8: HOURS

8.01.6 Secondary and Departmentalized 6-8 Grades at K-8s Preparation Time: *(new paragraph at end of section):* **Non-classroom assigned practitioners: All practitioners that are not assigned to a classroom position, are entitled to preparation time. Preparation time for these practitioners must be equivalent to the time provided classroom based practitioners, but may be delivered in multiple increments.**

8.01.8 (new) Practitioners not covered in either Elementary or Secondary (above): All bargaining unit members are entitled to preparation time. Preparation time for these practitioners must be equivalent to the time provided classroom based practitioners, but may be delivered in multiple increments.

8.01.19 - Elementary Specialists Guidelines are attached as Exhibit DD. The guidelines are a living document and will be updated as needed by joint committee.

8.02.4 Calendar (Exhibit "C")

See attachments for the following calendars:

~~2024-2025~~
~~2025-2026~~
2026-2027
2027-2028
2028-2029

8.02.5 The work year for high school counselors shall be 195 days of responsibility. The work year for counselors (K-8) shall consist of 186~~5~~ days of responsibility.

8.02.9
Professional Development Training When professional development is offered (beyond the required 18) system wide using one-time funding sources, participating members shall be paid at their daily rate.

Mandatory or required training, as required by the State or other entity (outside of SJUSD), will be embedded in the workday. Leadership teams will work with staff to determine the best time to embed the training(s).

If it is not possible to embed required training in the work day, or if the District is unable to provide such training, practitioners shall be provided a District Initiated Absence (DIA) or compensated at their daily rate of pay to attend such training. District-mandated training that requires funding shall be paid for at the District's expense.

a. Examples of required training include, but are not limited to: de-escalation training, water safety training, CPR, etc.

Optional training offered to practitioners outside of their contracted work day will be compensated at the Additional Assignment rate of pay (Exhibit D-6).

8.02.14 New Employee Orientations and Notification

The District may require newly hired practitioners to serve up to two (2) additional paid **(at the per diem)** non-instructional days during their first year in the District for District in-service. **Members may opt to take continuing education towards salary schedule advancement in lieu of pay.**

8.02.15 (new) - Beginning June 2027, High School Athletic Directors will be paid for up to nine (9) additional days per summer at their per diem for work done in the summer. Athletic Directors will submit a time card for the additional days. These days do not carry over or accrue.

DT

Article 9: EMPLOYEE BENEFITS

9.01.1 -

a. Medical: Commencing 7/1/1999, the District will make available to each member the cost of the member's premium for the member's HMO plan.

If for some reason a member does not wish to enroll in a District-sponsored medical plan, the member may elect to receive ~~$200~~ **$550** for the year in lieu of medical insurance to be applied to other insurance benefits or the Section 125 IRS plan, as approved by the District.

9.01.7 - For members under 65 who retire from the district, **and who have a minimum of five years non-consecutive and cumulative permanent employment in the District,** the District shall continue payment of the premium for the employee only for medical and dental plans up to the last day of the month before the employee's sixty-fifth (65th) birthday occurs. This provision is subject to approval of the insurance carrier or benefit provider.

Article 11: SALARY SCHEDULES

11.01 *(existing language will be removed and replaced with the following)*:

The parties agree to adopt the new salary schedule effective July 1, 2026 (See Attachment). This salary schedule reflects an increase to each cell of $5,000 and shall replace the current salary schedule located in Exhibit D1.

11.02 Placement on Salary Schedule**:**

A. Credit for Outside Experience:

- **Outside Experience: Teaching experience shall be granted on a year for year basis without a cap**~~, up to 10 years of verified experience as noted in Exhibit D-1.~~
  - **i. Effective with the 2026-27 school year: currently employed practitioners who were hired since July 1, 2021 and credited with properly verified years of outside District experience under the old salary schedule, will have their step(s) corrected to reflect their experience in District.**
  - **ii. It will be the responsibility of the practitioner to contact Human Resources to initiate this change. Human Resources will be responsible for verifying and placing members on the salary schedule.**
  - **iii. Retroactive payment is limited to the 2026-27 school year only.**

D. Career Technical Education (CTE)

iv. Column placement for CTE teachers will consider a CTE credential in place of a Bachelor's degree when a BA is not held:

a. In the absence of a Bachelor's degree, placement in Column will be determined by a combination of a CTE credential (which will take the place of the Bachelor's in each column) and other verified units as articulated in Exhibit D of the CBA

v. Column placement adjustments for existing CTE teachers:

a. A member who is currently placed in a column and lacks the units to support that placement, will be allowed to remain in that column. Such an individual can advance columns once they have completed the required number of units to do so.

f. Emergency Permits/Intern Permits/Waivers

Practitioners hired under an Emergency Permit/Intern Permit/Waiver will be placed on the TK-12 salary schedule located in the Collective Bargaining Agreement on Exhibit D1 with the following parameters:

- Practitioners will be placed on the Step that aligns with their appropriate years of experience.
  - If that should exceed placement on Step 7, placement will be capped at Step 7.
- Practitioners will be placed in the Column that reflects their Degree and Education level
  - No practitioner may move into Column V, until they have a preliminary or cleared credential.
  - A practitioner that is in Column IV can earn hours towards placement in Column V. However, they cannot be placed in Column V until they have a preliminary or cleared credential.
- Once a practitioner gains their preliminary or cleared credential, they will be placed at the appropriate Step and Column that aligns with their years of experience and education level. This is true even in cases where this will result in a practitioner "skipping" over any Steps that may not have been available to them under this agreement.
  - Example: Practitioner A has 10 years of applicable experience in a different state with a credential, and is issued a waiver to teach in CA. During years 1 and 2 with San Juan, that practitioner would be placed at Step 7. At the end of their second year with San Juan, Practitioner A completes the requirements to obtain a preliminary or cleared credential. At the start of their third year with the district, they would be placed at Step 13, reflecting that they had completed 12 years of creditable service. All current limits regarding outside experience as stated on the Exhibit D-1

salary schedule continue to remain in place.

11.09 -
~~Exhibit F-1 salary schedule will be replaced by the salary schedule rewrite. As a result of the new F-1 salary schedule, Section 7 (Anniversary Increments) shall be deleted.~~ **ECE Salary Schedule shall be replaced by the attached Exhibit F1, which represents an increase of 3% over the 2026-27 salary schedule agreed upon in the Aug. 18, 2026 Memorandum of Understanding (MOU).**

11.10 -
~~Exhibit D-4 shall be increased by 5%.~~ **Adult Education Hourly Rate shall be replaced by the attached Exhibit D4, which represents an increase of 3% over the 2025-26 salary schedule.**

11.12 (new) All applicable retroactive payment due to the salary increases outlined above will be paid no later than sixty (60) days following the ratification of this agreement.

Article 16: BARGAINING UNIT MEMBERS' JUST CAUSE, DUE PROCESS AND PROGRESSIVE DISCIPLINE

16.06 Procedures and Sequence Governing Implementation of Formal Discipline

16.06.1

a. When a formal complaint is filed and requires law enforcement referral, the parties shall meet (in-person, virtually, or via e-mail) no later than five (5) working days of the filing date of the complaint to determine whether the parties can agree to hold in abeyance contractual due process timelines (unless applicable law requires timelines be paused).

DT

Article 17: ASSOCIATION RIGHTS

17.12 Artificial Intelligence (AI)

The District and Association believe in the responsible use of AI tools. The District and Association agree to form a joint committee by Dec. 1, 2026 that will explore and recommend contract language that addresses practitioner concerns (for example: monitoring, performance evaluations, unknown impacts to working conditions, staffing, and privacy rights of bargaining unit members).

Article 20: SUMMER SCHOOL PERSONNEL SELECTION

20.07 Prep for elementary (new):
The District and Association agree to form a joint committee to examine options regarding prep time in elementary summer programs.

Article 24. CREATING AND SUSTAINING A COLLABORATIVE CULTURE **AND THRIVING LEARNING COMMUNITY**

(this article will be replaced in its entirety with the language below):

24.01 Statement of Intent

The District and Association agree we have a shared responsibility for improving the quality of teaching and learning. We are collectively responsible for creating schools that allow our students to thrive and succeed through the use of a continuous improvement model (e.g.Plan, Do, Study, Act/Adjust). This means that educators examine evidence of student learning and development, celebrate what works,share practice, and identify areas for improvement, in order to take action.

24.02 Recognition of Shared Responsibility

24.02.1 **The District and Association acknowledge that they are responsible for sustaining a culture to support continuous improvement by modeling what collaboration looks like for the larger system while partnering to build the collective capacity of those in direct service to students and families leading to improved student outcomes.**

24.02.2 **SJTA and SJUSD commit to building a collaborative culture at the District and Association level, throughout district departments and at every school that will focus on the following:**

- **a. Designing and offering training to Leadership Teams and Department Chairs in areas such as but not limited to: conflict resolution, leadership development, utilizing feedback loops, and facilitating conversations around evidence of student learning and development.**
  - **i. When trainings are offered by SJUSD/SJTA, participants will have the option to select continuing education hours or compensation for attendance. Compensation for attendance will be at the Certificated Special Additional Assignment Salary Schedule rates (Exhibit D-6).**
- **b. Article 24 shall be evaluated regularly, consistent with the provisions of Article 24.04.7 and other relevant data and staff input. The purpose of the implementation and evaluation process is to continually analyze areas within this Article that require**

modification, identify additional training needs, and to continue to improve the collaborative culture focused on improving teaching and student learning and student achievement.

c. Supporting each site and its grade levels/departments to implement a professional development focus that is:
   i. Aligned to evidence of student learning and development
   ii. Responsive to staff input and feedback
   iii. Aligned with continuous improvement practices.

24.02.3 Program Leadership Teams:

a. Work collaboratively with school sites and appropriate district departments to ensure an integrative system encompassing physical, mental and social emotional support. Work shall include a commitment to professional learning through participation in ongoing continuous improvement cycles which may include examining student cases and sharing practices. Additionally, teams may design and receive professional development, develop criteria for equitable schedules, and create assignments to meet the needs of students requiring such services.

b. The following programs will also have leadership teams:
   i. Special Ed Preschool
   ii. AdPE
   iii. ECE Teams:
      • Infant/Toddler
      • Preschool
      • Discovery Club

      For Content Specialists- the majority of their assignment determines the leadership team in which they may serve.
   iv. Nurses
   v. Speech and Language Pathologists
   vi. Home/Hospital
   vii. Adult Education

24.02.4 Site Leadership Teams

a. School Site Leadership Teams: administrators, departments/grade levels, and

DT 10

staff as a whole are responsible for establishing a learning community conducive to responsive teaching practices and success for every student. Collectively creating opportunities that allow for:

i. team problem solving
ii. structures that deepen and expand professional practice
iii. a supportive culture to reflect on evidence of student learning and development, using multiple sources of data
iv. improved outcomes for students

24.02.5 At the practitioner level: Practitioners are responsible for aligning their lessons and/or strategies to the standards, and creating and sustaining a culture in which every student learns and thrives. Practitioners engage in ongoing cycles of continuous improvement- individually and collaboratively- to analyze evidence of student learning and development, deepening and expanding professional practice, and making adjustments to their practice based on evidence of student learning and development .

Practitioners share responsibility for supporting improved student outcomes through: being responsive to student needs and implementing agreements made by the staff that are related to the schoolwide continuous improvement.

24.03 Leadership Team Roles and Responsibilities

24.03.1

a. Members share responsibility for supporting improved student outcomes through the implementation of decisions, in consultation with the staff, that are related to the schoolwide continuous improvement of l instructional practices (including curriculum and assessment aligned with California State Standards, district goals and Board policy.)

b. Leadership team members will actively support the decisions of the leadership team and/or the staff as a whole.

c. **Leadership team members will regularly attend leadership team meetings as scheduled by the team. These meetings will be scheduled with sufficient frequency to support the team's work (at least two times a month beginning in the 2027-28 school year).**

d. **Leadership team members will attend annual Leadership Team trainings for the purpose of developing leadership skills and capacity. These trainings may be held outside of the calendar year or outside of the school day.**
   i. **Attendees may choose between additional assignment pay or hours.**

e. **The leadership team will establish and define tasks, duties, and norms among the leadership team members to allow them to operate collaboratively.**

f. **Leadership team members will represent and communicate with all members of the staff, not solely a specific department or grade level. This includes the development and use of effective input and feedback loops to elicit input to and from staff and other site level leadership committees to guide decision-making.**

g. **Leadership teams create opportunities for staff to collaborate to: regularly review multiple forms of evidence of student learning and development; reflect on practice; and make instructional adjustments to improve student learning.**

h. **Leadership team members are responsible for creating continuous improvement cycles (e.g. Plan, Do, Study, Act/Adjust Exhibit NN) aligned with common goals.**

   i. **Based on staff input and feedback, the leadership team will identify needs to coordinate and/or facilitate professional development and learning opportunities aligned to district/school priorities.**

24.03.2 Selection Process of School Leadership Team Members

a. The number of staff members for the leadership team is based on the total number of certificated staff members as mutually agreed upon by the District and the SJTA.

b. Allocation: The Leadership Team will consist of the following number of bargaining unit members based on the number of the members assigned to the site. If a member is split between two (2) or more sites, they count at all sites for the purpose of Leadership Team member allotment:
   - Less than 35 members: 3 elected bargaining unit members plus the Principal/Supervisor
   - 35-44 members: 4 elected bargaining unit members plus the Principal/Supervisor
   - 45-54 members: 5 elected bargaining unit members plus the Principal/Supervisor (and a vice principal if applicable)
   - 55-64 members: 6 elected bargaining unit members plus the Principal/Supervisor and a Vice Principal
   - 65 or more members: 7 elected bargaining unit members plus the Principal/Supervisor and a Vice Principal

c. The site administrator and the SJTA faculty representative will oversee the election process which includes the following steps and guidelines:

   i. Call a meeting to share the information, explain the process, and review this Article.

   ii. Nominations are made by nominating one's self or others and by submitting the names to the SJTA faculty representative in writing. This process is not to be done in a public setting. Nominees must be assigned to the site/program for the following school year.

   iii. If the SJTA faculty representative is a nominee, they will appoint a designee to oversee the election process.

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iv. Once the nominations are completed, the names will be placed on a ballot and distributed to all the certificated staff members assigned to that site/program. Staff members may vote for as many nominees as there are number of members on the Leadership Team, but may only vote for each person one time.

v. Voting:
   - Sites may utilize SJTA's approved online voting system or use secret ballots. Secret ballots will be returned to the SJTA faculty representative or designee who, with the site/program administrator, counts the ballots.
   - SJTA faculty representative and site/program administrator may waive the vote if nominations result in an equal (or lesser) number of nominees and open seats.

vi. The timeline for this process shall include three (3) days for the nomination process and two (2) days for the vote.

vii. Eligible voters are those presently at the site or assigned to the program. Those certificated staff members who work at more than one site can vote at each site.

viii. Leadership Team members serve a term of two years with no limit on serving consecutive terms. In the event that election cycles result in all terms ending in the same year, terms shall be staggered and the shorter term determined by lottery or self-selection.

ix. Any practitioner assigned to the site/program and currently on leave with return rights to that site/program, may vote in the election.

d. K-8 schools shall have one Leadership Team for the entire school.

e. If, after an election takes place, an opening occurs, the process must be conducted in accordance with 24.04.10 (Resignation and Forfeiture). If a transfer causes the opening, or there is not time to complete

a revote prior to summer break, the election should be held at the start of the new school year as early as is practicable.

24.03.3 Characteristics of School Leadership Team Members

a. Focuses on the continuous improvement of teaching, learning, social emotional support, and evidence of student learning and development.

b. Models leadership by participating actively in building schoolwide leadership capacity.

c. Helps develop a collaborative culture throughout the school by inviting diverse perspectives and ideas to be heard and considered.

d. Demonstrates the ability to facilitate open, candid, and effective lines of communication with colleagues, families, and other members of the school community.

e. Demonstrates mutual respect and earns trust among colleagues.

24.03.4 Conflict Resolution

Leadership teams are responsible for resolving concerns about individual team members' participation and/or fulfillment of responsibilities and tasks.

In the event an issue is unresolvable within the team, any leadership team member may request a facilitated process that shall be jointly designed and led by one designee from both SJUSD and SJTA.

Substantive issues, policies, programs and decisions that arise from Article 24 are not subject to the grievance procedure unless they are alleged to violate other terms of the collective bargaining agreement. It is in the best interest of all parties that disputes are resolved at the school level, however, the District and Association recognize that there may be occasions in which members of the School Leadership Teams, or entire school staffs, may require assistance and/or additional training in dispute resolution.

24.03.5 Site/Program Innovations

a. If any aspect of a proposed Leadership Team plan is contrary to the terms of the collective bargaining agreement, an approval must be obtained from the Association and the District.

b. Leadership Teams are encouraged to consider ways to ensure the needs of the role-alike practitioners at their site/program are met. In doing so, consideration should be given to the specific needs of practitioner groups while maintaining connection among the entire site/program staff. For example, a Speech and Language Pathologist may use some collaborative Thursdays to join a job-alike workgroup (as outlined in Article 8.02.7b).

24.03.6 Collaborative Decision-Making

a. Teams are expected to engage in consultation with the staff to reach consensus. When consensus is not possible, staff can reach a decision by majority vote.
b. Teams are expected to engage in consultation as a team to reach consensus. When consensus is not possible, or consultation has been exhausted, a leadership team can vote on a decision. In the absence of unanimity, the majority vote will suffice to make a decision.
c. As part of the continuous improvement process, leadership teams will self-assess utilizing a feedback instrument developed jointly by the District and the Association, at least yearly, to reflect on the collaborative culture of the school and the effectiveness of the Leadership Team.
    i. The parties agree to develop and pilot a leadership team/ collaborative culture continuum in the 2026-27 school year to support team reflection and improvement.
d. Staff input will be gathered to inform planning or decisions and feedback will be used to inform progress and refinement.

24.03.7 Leadership Compensation

The District and the Association agree that bargaining unit members who serve on the leadership team shall be compensated for their time and leadership skills consistent with Exhibit D-9.

24.03.8 Resignation and Forfeiture

a. If an elected member of a Leadership Team is unable or unwilling to complete their two year term, they may resign from the Leadership Team by notifying the Leadership Team of their intention to do so.
If the resignation occurs prior to March 1 of the second year of the term, a special election will be held within three weeks. The election in such cases will be for the remainder of the term vacated.
If the resignation occurs on or after March 1 of the second year of the term, a special election will be held within three weeks. The election in such cases will be for the remainder of the term vacated, plus the normal two-year term of a Leadership Team member.
If an elected member of the Leadership team takes a leave of absence lasting more than three months and less than two years the site may elect a temporary person to fill the seat during the period of absence. The election shall be carried out in accordance with the provisions of Article 24.04.2. During their leave, a member will not receive the stipend for serving on leadership. During their period of service, the member serving in the temporary position will receive a pro rata share of the Leadership Team stipend based on days of service in that capacity.

b. If an elected member of a Leadership Team is unable or unwilling to attend 70% of the scheduled meetings during the course of a school year, they shall forfeit the remainder of the term of their seat on the Leadership Team.

An election will be held to fulfill the remainder of the term for which the seat was vacated. The member who forfeited their seat is eligible to be elected for that seat. If a member who has forfeited their seat is re-elected, and multiple seats are available, the member who forfeited their seat shall be assigned to finish the term of the seat they forfeited.

24.04 Department Chairs

24.04.1 Roles and Responsibilities

a. Facilitates department continuous improvement efforts through:
   i. the implementation of standards-based instruction
   ii. the creation, implementation and analysis of common assessments for like courses,

iii. the department in the development of measurable and meaningful annual goals,
iv. department discussions on evidence of student learning and development in order to refine and adjust instructional practices,
v. supporting new teachers to the department, and teachers returning from leaves of absence, in matters of instruction, curriculum, assessment, and other norms of the department and school.

b. Participates in joint meetings and/or communication with the Leadership Team and establishes a process of on-going communication to other site committees to support the creation of a culture of continuous improvement.
c. Collaborates on behalf of the department with administration and counseling regarding master schedule, articulation, and student placement in the various department courses.
d. Serves as a liaison between their department and district departments by attending department chair meetings (or identifying a designee).
   i. District and Association agree to develop and utilize strategies to co-construct department chair meeting agendas using input from department chairs. Department chair meetings may include updates from the district team.

e. Department Chairs will attend annual labor/management co-created training for the purpose of developing leadership skills and capacity. These trainings may be held outside of the calendar year or outside of the school day.
   i. Additional assignment pay or hours will be given for attendees based on member preference
   ii. In a month that a training occurs, the department chair meeting would be optional.

f. Coordinates logistical aspects of departmental business, including: textbook adoption, District and State testing, managing the department budget, and allocations to all members.

g. Coordinates the representation of the department to the community via methods such as newsletters, parent/guardian meetings, and award nights.

24.04.2 Eligibility:

a. Qualifications

i. Has permanent status.

ii. Assignment:

- High School:
- Will serve a majority of their teaching assignment within the department the following school year.
- Middle Years:
- Will serve a majority of their teaching assignment within the department the following school year.
- If the school runs a "core", a teacher must teach at least 40% within the subject area the following year.
- K-8s have an allocation of 4 department chairs for the middle years or 2 people may split the 4 department needs. If that results in 1 person covering two departments (including attending both department chair meetings), that member will receive two department chair stipends.

iii. Demonstrates 'meeting standards' performance in the classroom.

b. Qualities:

i. Has shown willingness and/or ability to facilitate open, candid, and effective lines of communication with site management, colleagues, parent/guardians, and other partners.

ii. Has demonstrated mutual respect and trust among colleagues.

iii. Demonstrates an ability to promote

positive morale and a willingness to resolve conflicts.

iv. Advocates and commits to the success of all students and closing achievement gaps.

24.04.3 Stipend

a. Stipend amounts are broken into two categories listed on Exhibit D9.

i. Department Chairperson – HS/MS/K8 middle years (5 or more practitioners)
ii. Department Chairperson – HS/MS/K8 middle years (2-4 practitioners)

24.04.4 Selection/Dismissal Process

a. Practitioners shall elect their department chair.

i. Any teacher who teaches a class within a department is eligible to vote for department chair

ii. Any practitioner on leave, with return rights to that site/ department/ program, may vote in the election.

b. The site administrator and SJTA representative will oversee the department's election process which includes the following steps and guidelines:

i. Nominations are made by nominating oneself or others by submitting the names to the faculty representative in writing. This process is not to be done in a public setting. Nominees must meet the qualifications under section 24.04.2 above and be committed to the roles and responsibilities outlined in 24.04.1 for department chairs.

ii. If the site representative is a nominee, they will appoint a designee to oversee the election process.

iii. Once the nominations are completed, the names will be placed on a ballot and distributed to the appropriate department members assigned to that site. Each department member may vote once for a nominee. In the situation where there is only one nominee, the department can bypass voting.

iv. Ballots will be returned to the site representative or designee who, with the site administrator, counts the ballots.

v. The timeline for this process shall include three (3) days for the nomination process and two (2) days for the vote.

vi. Eligible voters are those presently at the site. Those certificated staff members who work at more than one site can vote at each site.

c. Terms of the chair shall be two (2) years.

d. Disputes concerning duties and tasks described above shall first be self- managed within the department. If the issue rises to the level of the principal, the principal shall make specific recommendations for improvement and resolution. During this period, either party may trigger a conflict resolution process that shall be jointly convened by one designee from both the District and SJTA. All correspondence and conversation during the conflict resolution process shall be confidential and cannot be used in any subsequent formal process involving evaluation or discipline.

e. Failure to achieve resolution through conflict resolution, the administrator may remove the department chair. Removal from the department chair position is subject to the grievance process. Department Chairs who have been dismissed will not be eligible to re-apply for the position for two (2) years.

f. If a department chair is unable or unwilling to

complete their two year term, they may resign from the role of department chair by notifying the department members, the principal and the site representative of their intention to do so. If the resignation occurs prior to March 1 of the second year of the chair's term, a special election will be held within three weeks to fill the seat. The election will be to fulfill the remainder of the term for which the seat was vacated.

If the resignation occurs on or after March 1 of the second year of the chair's term, a special election will be held within three weeks. The election in such cases will be for the remainder of the term vacated, plus the normal two-year term of an elected department chair.

24.05 Teacher in Charge – Elementary

A teacher in charge (TIC) shall be designated on occasions when a school administrator is not on school grounds during the contractual working day. The TIC will be selected from the current members of the staff that are assigned to the site for the following year, at the discretion of the administrator. If the practitioner agrees to serve as the TIC, that practitioner will be provided the following:

24.05.1 The District shall provide a mandatory initial training for all designated practitioners serving in the TIC position who have not previously attended a District provided TIC training, and an optional training for members who previously completed the District provided TIC training. Members that attend shall be compensated consistent with Exhibit D-6, at a minimum of three (3) hours.

24.05.2 Prior to serving in the role of TIC, the school administrator will discuss with the teacher in charge the procedures for emergency response and where written procedures are kept. A teacher in charge will be provided information related to the school safety protocols.

24.05.3 When assigned, a teacher in charge will assume the duties of the absent school administrator with respect to student supervision and safety in accordance with Board Policy 2250.

24.05.4 A teacher in charge will not monitor or supervise other practitioners at the site. Nor will a TIC contribute or provide input in any way with respect to another practitioner involved in the System of Professional Growth.

24.05.5 In an emergency, a teacher in charge will seek assistance from the district level administrator of the school site in the event that the site administrator is unavailable. Prior to the absence, the school administrator will ensure the teacher in charge is aware of the designated district level administrator who will be available for assistance, including how that individual can be contacted.

24.06 Lead Positions for District Wide Programs

24.06.1 Bargaining Unit Positions with Lead:

a. Elementary Music Specialists
b. Elementary Art Specialists
c. Elementary Physical Education Specialists
d. Nurses (0.5 FTE lead and 0.5 to support scheduling or other identified needs)
e. Counselors (1.0 FTE)
f. Social Workers (0.2 FTE)- this 0.2 may be provided in release time or a Beyond Contract stipend to be mutually agreed upon by the Lead and the program supervisor. In the event that no agreement is reached, SJTA and the district will meet with the intent to reach a resolution.

This list shall be amended by mutual agreement between the District and Association to add or remove leads when it is deemed appropriate.

24.06.2 Release Time (unless otherwise stipulated above)

a. A member who is selected to a Lead position for a program with less than 40 members will receive a 0.40 FTE release to do the work of a Lead as detailed in 24.07.4.

b. A member who is selected to a Lead position for a program with 40 or more members will receive a 0.60 FTE release to do the work of a Lead as detailed in 24.07.4.

24.06.3 Duties and Tasks

a. Facilitates continuous improvement efforts through:

i. the development of measurable and meaningful annual goals supportive of designated program wide goals.
ii. programmatic discussions related to meeting student needs.
iii. support of new practitioners to the program as well as veteran practitioners who are struggling in matters related to the goals of the program.

b. Serves as a resource to program administration to assist in creating a culture of continual improvement.

c. Serves as a liaison between the program practitioners and the program administration, with respect to meeting the needs of students, program wide initiatives, coordination of assignments, and professional development.

d. Coordinates logistical aspects of program business, equipment and/or materials while ensuring equity to all members.

e. Coordinates the representation of the program to the community via parent newsletters, parent/guardian meetings and award nights.

24.06.4 **Selection**

a. The following shall constitute minimum qualifications for a Lead position:
i. A credentialed, or the equivalent certification, bargaining unit member, with permanent status.
ii. Five (5) years of recent experience in the district, in classroom instruction and/or direct service to students.
iii. Demonstrate exemplary ability to support student and practitioner progress, as indicated by, among other things, effective interpersonal communications skills, subject matter knowledge and mastery of a range of practitioner strategies

necessary to meet the needs of pupils in different contexts.

iv. Submit two (2) references from individuals with specific knowledge of his or her expertise as follows:

a) A reference from an immediate supervisor or other district administrator.

b) A reference from a practitioner.

b. All applications and references shall be treated with confidentiality.

c. The term of the Lead shall be four (4) years (unless otherwise stipulated below); however, a member may serve in the position for consecutive terms. At the end of the term, the Lead will need to re-apply for the position if they wish to continue.

i. If a Lead is full-time release, their term of service will mirror that of TOSA in Article 25.03

d. Leads will be selected through an interview process. If a leadership team is associated with the program, members of the leadership team will sit on the interview panel. If faculty reps are associated with the Lead position, faculty reps will be represented on the interview panel. In all cases. Association bargaining unit members shall make up a majority of the panel that determines final selection of the Lead.

24.06.5 <u>Dismissal Process</u>

a. Disputes concerning duties and tasks described below shall be self- managed within the program. If the issue rises to the level of the District administrator, the District administrator shall make specific recommendations for improvement and resolution. During this period, either party may trigger a conflict resolution process that shall be jointly convened. All correspondence and conversation during the mediation process shall be confidential and shall not and cannot be used in any subsequent formal process

involving evaluation or discipline.

b. Failure to achieve resolution through conflict resolution, the District administrator may remove the Lead. Leads who have been removed will not be eligible to re-apply for the position for four (4) years.

c. If a Lead is unable or unwilling to complete a term, the Lead may resign from the role by notifying the District administrator overseeing the program, and the faculty representative of the intention to do so. Once a resignation/dismissal process is complete, the position will be made available for application in accordance with section 24.06.4. The individual selected shall begin a new term.

Article 25: TEACHERS ON SPECIAL ASSIGNMENT (TOSA)

25.04.5 (new) Any member that currently occupies a TOSA-like assignment which should have been identified to have expired under the terms of Article 25.03, shall complete their service for the 2026-27 school year. Return rights will follow those in Article 25.04.4.

If a practitioner has multiple years remaining in their current position, those years will be served under the terms of this Article.

Remove:

- **Exhibit J- option B**
- **Exhibit DD -report cards**

Add:

- **Exhibit J- Essential Elements**
- **Exhibit DD: Elementary Specialist Guidelines**
- **Exhibit NN: plan, do, study, act, visual cycle**

10-20-26

Daniel Thigpen Date
Executive Director
Labor and Government Relations
San Juan Unified School District

10/20/2026

Edward Burgess, IX, Ed.D. Date
Associate Executive Director
San Juan Teachers Association

San Juan Unified School District
2026-2027 School Year Calendar

EXHIBIT C Exhibit A

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					School Days Elem	School Days Sec	Non-Inst Day	Optional Days
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F				
July			~~1~~	~~2~~	~~3~~	~~6~~	~~7~~	~~8~~	~~9~~	~~10~~	~~13~~	~~14~~	~~15~~	~~16~~	~~17~~	~~20~~	~~21~~	~~22~~	~~23~~	~~24~~	~~27~~	~~28~~	~~29~~	~~30~~	~~31~~				
August	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~	~~10~~	11	12	~~13~~	14	17	18	19	20	21	24	25	26	27	28	31					13	13	2	
September		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			21	21		
October				1	2	~~5~~	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	21	21		
November	2	3	4	5	6	9	10	11	~~12~~	13	16	17	18	19	20	~~23~~	~~24~~	~~25~~	26	27	30					13	13	1 (Elem & K8)	1 (MS & HS)
December		1	2	3	4	7	8	9	10	11	14	15	16	17	18	~~21~~	~~22~~	~~23~~	~~24~~	~~25~~	28	29	30	31		14	14		
January					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	18	18	1 (MS & HS)	1 (Elem & K8)
February	1	2	3	4	5	8	9	10	11	12	15	16	~~17~~	~~18~~	~~19~~	22	23	24	25	26						15	15		
March	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	~~22~~	~~23~~	~~24~~	~~25~~	26	29	30	31			18	18		
April				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	~~23~~	26	27	28	29	30	21	21		
May	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					20	20		
June		1	2	3	4	7	~~8~~	9	~~10~~	~~11~~	~~14~~	~~15~~	~~16~~	~~17~~	~~18~~	~~21~~	~~22~~	~~23~~	~~24~~	~~25~~	~~28~~	~~29~~	~~30~~			6	6	1	

Work Days 180 180

Non-Instructional Days* 6

Total Days 186

Holidays

September 7, Labor Day
November 11, Veterans' Day
November 23-25, Local Holiday
November 26, Thanksgiving Day
November 27, Local Holiday
December 25, Christmas Day
December 28, 29, 30, 31 Winter Recess
January 1, New Year's Day
January 18, Martin Luther King, Jr. Day
February 15, (Washington's Birthday)
February 16, Lincoln's Day Observed
March 26, Local Holiday
May 31, Memorial Day

First/Last Day of Service
August 11- June 9

Student First/Last Day
August 13 - June 8

***Non-Instructional Days**
August 11 - Staff Development Day
August 12- Teacher Work Day
November 13 - Elementary & K8 Teacher Work Day
November 13 - MS & HS Teacher PD Day (optional)
January 4 - MS & HS Teacher Work Day
January 4 - Elementary & K8 Teacher PD Day(optional)
June 9 - Teacher Work Day (185 day or less only)
*Plus 2 Staff Development Days (Legislative-Non ADA): as determined per site

Semester Dates - Secondary (MS & HS)
August 13 - January 4 = 82 Days
January 5 - June 8 = 98 Days

Trimester Dates - Elementary & K8
August 13 - November 10 (13 weeks)
November 16 - March 5 (12 weeks)
March 8 - June 8 (13 weeks)

Strike through days represent "School Recess Days"

Board Approved:

San Juan Unified School District
DRAFT 2027-2028 School Year Calendar

EXHIBIT C

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					School Days Elem	School Days Sec	Non-Inst Day	Optional Days
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F				
July				~~1~~	~~2~~	~~5~~	~~6~~	~~7~~	~~8~~	~~9~~	~~12~~	~~13~~	~~14~~	~~15~~	~~16~~	~~19~~	~~20~~	~~21~~	~~22~~	~~23~~	~~26~~	~~27~~	~~28~~	~~29~~	~~30~~				
August	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~	~~9~~	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				14	14	1	
September			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		21	21		
October					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20	20		
November	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	~~22~~	~~23~~	~~24~~	25	26	29	30				15	15	1 (Elem & K8)	1 (MS & HS)
December			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	~~23~~	24	27	28	29	30	31	16	16		
January	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					14	14	1 (MS & HS)	1 (Elem & K8)
February		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	~~23~~	~~24~~	~~25~~	28	29				16	16		
March			1	2	3	6	7	8	9	10	13	14	15	16	~~17~~	20	21	22	23	24	27	28	29	30	31	22	22		
April	3	4	5	6	7	~~10~~	~~11~~	~~12~~	~~13~~	14	17	18	19	20	21	24	25	26	27	28						15	15		
May	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			22	22		
June				1	2	5	6	7	8	~~9~~	~~12~~	~~13~~	~~14~~	~~15~~	~~16~~	~~19~~	~~21~~	~~22~~	~~23~~	~~24~~	~~26~~	~~27~~	~~28~~	~~29~~	~~30~~	5	5	1	

Holidays

September 6, Labor Day
November 11, Veterans' Day
November 25, Thanksgiving Day
November 26, Local Holiday
December 24, Christmas Day (Observed)
December 27, 28, 29, 30 Winter Recess
December 31, New Year's Day (Observed)
January 17, Martin Luther King, Jr. Day
February 21, President's Day
February 22, Lincoln's Day (Observed)
April 14, Local Holiday
May 29, Memorial Day

First/Last Day of Service
August 10- June 8

Student First/Last Day
August 12 - June 7

***Non-Instructional Days**
August 10 - Staff Development Day
August 11 - Teacher Work Day
November 12 - Elementary & K8 Teacher Work Day
November 12 - MS & HS Teacher PD Day (optional)
January x - MS & HS Teacher Work Day
January x- Elementary & K8 Teacher PD Day (optional)
June 8- Teacher Work Day
*Plus 2 Staff Development Days (Legislative-Non ADA): as determined per site

Work Days	180	180
Non-Instructional Days*		6
Total Days		186

Semester Dates - Secondary (MS & HS)
August 12 - January 10 = 86 Days
January 11 - June 7 = 94 Days

Trimester Dates - Elementary & K8
August 12 - November 10 (13 weeks)
November 15 - March 3 (12 weeks)
March 6 - June 7 (12 weeks)

Strike through days represent "School Recess Days"

Board Approved:

San Juan Unified School District
DRAFT 2028-2029 School Year Calendar

EXHIBIT C

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					School Days Elem	School Days Sec	Non-Inst Day	Optional Days
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F				
July	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~	~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	~~17~~	~~18~~	~~19~~	~~20~~	~~21~~	~~24~~	~~25~~	~~26~~	~~27~~	~~28~~	~~31~~							
August		~~1~~	~~2~~	~~3~~	4	~~7~~	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		16	16		
September					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20	20		
October	2	3	4	5	6	9	10	11	12	~~13~~	16	17	18	19	20	23	24	25	26	27	30	31				21	21		
November			1	2	3	6	7	8	9	10	13	14	15	16	17	~~20~~	~~21~~	~~22~~	23	24	27	28	29	30		15	15	1 (Elem & K8)	1 (MS & HS)
December					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	~~22~~	25	26	27	28	29	15	15		
January	1	~~2~~	~~3~~	~~4~~	~~5~~	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			16	16	1 (MS & HS)	1 (Elem & K8)
February				1	2	5	6	7	8	9	12	13	14	15	16	19	20	~~21~~	~~22~~	~~23~~	26	27	28			15	15		
March				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	~~26~~	~~27~~	~~28~~	~~29~~	30	17	17		
April	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	~~27~~	30					20	20		
May		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		22	22		
June					1	4	5	6	~~7~~	~~8~~	~~11~~	~~12~~	~~13~~	~~14~~	~~15~~	~~18~~	~~19~~	~~20~~	~~21~~	~~22~~	~~25~~	~~26~~	~~27~~	~~28~~	~~29~~	3	3	1	

Holidays

September 4 Labor Day
November 10, Veterans' Day (Observed)
November 23, Thanksgiving Day
November 24, Local Holiday
December 25 Christmas Day
December 26, 27, 28, 29 Winter Recess
January 1 New Year's Day
January 15, Martin Luther King, Jr. Day
February 19, Presidents' Day
February 20, Lincoln's Day Observed
March 30 Local Holiday
May 28, Memorial Day

First/Last Day of Service
August 8- June 6

Student First/Last Day
August 10 - June 5

***Non-Instructional Days**
August 8- Staff Development Day
August 9 - Teacher Work Day
November 9 - Elementary & K8 Teacher Work Day
November 9 - MS & HS Teacher PD Day (optional)
January 8 - MS & HS Teacher Work Day
January 8 - Elementary & K8 Teacher PD Day(optional)
June 6 - Teacher Work Day

Work Days	180	180	
Non-Instructional Days*			6
Total Days			186

Semester Dates - Secondary (MS & HS)
August 10 - January 8 = 87 Days
January 9 - June 5 = 93 Days

Trimester Dates - Elementary & K8
August 10 - November 10 (13 weeks)
November 13 - March 2 (12 weeks)
March 5 - June 5 (12 weeks)

*Plus 2 Staff Development Days (Legislative-Non ADA): as determined per site

Strike through days represent "School Recess Days"

Board Approved:

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
186 Day Calendar

Elementary Counselors, Special Program Counselors working 186 Days, Middle School Counselors, District Resource Teachers working 186 Days, Teacher-Librarians, Special Education Teachers (Except VI & Mobility Specialists), TK-12 Gen Ed Teachers, Alternative Ed Teachers, Home & Hospital Teachers, Independent Study Teachers

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I BA or CTE Cred + 0 - 29 Semester Units	II BA or CTE Cred + 30 Semester Units or MA	III BA or CTE Cred + 45 Semester Units or MA + 15 Semester Units	IV BA or CTE Cred + 75 Semester Units or BA or CTE Cred + 60 Sem. Units w/MA or MA + 30 Semester Units	V Column IV Requirements + 150 Hours of Continuing Education + Prelim or Clear Credential
1	$ 65,000.00	$ 66,000.00	$ 67,500.00	$ 69,500.00	$ 70,500.00
2	$ 65,500.00	$ 67,000.00	$ 68,000.00	$ 70,000.00	$ 71,000.00
3	$ 66,000.00	$ 67,500.00	$ 70,000.00	$ 70,500.00	$ 72,000.00
4	$ 66,500.00	$ 68,000.00	$ 71,000.00	$ 71,500.00	$ 76,000.00
5	$ 67,000.00	$ 69,000.00	$ 75,000.00	$ 76,000.00	$ 78,500.00
6	$ 67,500.00	$ 70,000.00	$ 75,500.00	$ 76,500.00	$ 83,000.00
7	$ 68,000.00	$ 71,000.00	$ 76,000.00	$ 80,000.00	$ 87,000.00
8	$ 68,000.00	$ 75,000.00	$ 79,000.00	$ 84,500.00	$ 91,000.00
9	$ 68,000.00	$ 76,000.00	$ 83,000.00	$ 91,000.00	$ 97,000.00
10	$ 68,000.00	$ 77,000.00	$ 84,000.00	$ 94,000.00	$ 100,000.00
11	$ 68,000.00	$ 78,000.00	$ 84,000.00	$ 97,000.00	$ 103,000.00
12	$ 68,000.00	$ 78,000.00	$ 84,000.00	$ 99,000.00	$ 105,000.00
13	$ 68,000.00	$ 78,000.00	$ 84,000.00	$ 100,000.00	$ 107,000.00
14	$ 68,000.00	$ 78,000.00	$ 84,000.00	$ 101,000.00	$ 110,000.00
15	$ 68,000.00	$ 78,000.00	$ 86,500.00	$ 104,000.00	$ 112,000.00
16	$ 68,000.00	$ 78,000.00	$ 86,500.00	$ 106,000.00	$ 114,000.00
17	$ 68,000.00	$ 78,000.00	$ 86,500.00	$ 107,000.00	$ 115,000.00
18	$ 69,000.00	$ 78,500.00	$ 86,500.00	$ 108,000.00	$ 120,000.00
19	$ 69,000.00	$ 78,500.00	$ 86,500.00	$ 109,000.00	$ 122,000.00
20	$ 71,100.00	$ 82,000.00	$ 89,500.00	$ 111,000.00	$ 131,000.00

(a) Column V requires 150 hours of Continuing Education; must meet eligibility requirements. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Teaching Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential in grades K-12.

(c) Emergency Credential holders are limited to Step 7 and column IV until they have earned a preliminary or clear credential.

COLUMN UNIT REQUIREMENT

Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

Board Approval Date: November 17, 2026

Revised November 3, 2026: Increased salary amounts, removed cap on outside experience, added CTE credential substitution for BA degree.

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
187 Day Calendar

Speech-Language Pathologists, TK-12 School Nurses, Visual Impairment Specialists, Mobility Specialists

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I BA or CTE Cred + 0 - 29 Semester Units	II BA or CTE Cred + 30 Semester Units or MA	III BA or CTE Cred + 45 Semester Units or MA + 15 Semester Units	IV BA or CTE Cred + 75 Semester Units or BA or CTE Cred + 60 Sem. Units w/MA or MA + 30 Semester Units	V Column IV Requirements + 150 Hours of Continuing Education + Prelim or Clear Credential
1	$ 65,349.47	$ 66,354.84	$ 67,862.91	$ 69,873.66	$ 70,879.04
2	$ 65,852.16	$ 67,360.22	$ 68,365.60	$ 70,376.35	$ 71,381.73
3	$ 66,354.84	$ 67,862.91	$ 70,376.35	$ 70,879.04	$ 72,387.10
4	$ 66,857.53	$ 68,365.60	$ 71,381.73	$ 71,884.41	$ 76,408.61
5	$ 67,360.22	$ 69,370.97	$ 75,403.23	$ 76,408.61	$ 78,922.05
6	$ 67,862.91	$ 70,376.35	$ 75,905.92	$ 76,911.30	$ 83,446.24
7	$ 68,365.60	$ 71,381.73	$ 76,408.61	$ 80,430.11	$ 87,467.75
8	$ 68,365.60	$ 75,403.23	$ 79,424.74	$ 84,954.31	$ 91,489.25
9	$ 68,365.60	$ 76,408.61	$ 83,446.24	$ 91,489.25	$ 97,521.51
10	$ 68,365.60	$ 77,413.98	$ 84,451.62	$ 94,505.38	$ 100,537.64
11	$ 68,365.60	$ 78,419.36	$ 84,451.62	$ 97,521.51	$ 103,553.77
12	$ 68,365.60	$ 78,419.36	$ 84,451.62	$ 99,532.26	$ 105,564.52
13	$ 68,365.60	$ 78,419.36	$ 84,451.62	$ 100,537.64	$ 107,575.27
14	$ 68,365.60	$ 78,419.36	$ 84,451.62	$ 101,543.02	$ 110,591.40
15	$ 68,365.60	$ 78,419.36	$ 86,965.06	$ 104,559.14	$ 112,602.16
16	$ 68,365.60	$ 78,419.36	$ 86,965.06	$ 106,569.90	$ 114,612.91
17	$ 68,365.60	$ 78,419.36	$ 86,965.06	$ 107,575.27	$ 115,618.28
18	$ 69,370.97	$ 78,922.05	$ 86,965.06	$ 108,580.65	$ 120,645.17
19	$ 69,370.97	$ 78,922.05	$ 86,965.06	$ 109,586.03	$ 122,655.92
20	$ 71,482.26	$ 82,440.87	$ 89,981.19	$ 111,596.78	$ 131,704.31

(a) Column V requires 150 hours of Continuing Education; must meet eligibility requirements. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Teaching Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential in grades K-12.

(c) Emergency Credential holders are limited to Step 7 and column IV until they have earned a preliminary or clear credential.

COLUMN UNIT REQUIREMENT

Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

Board Approval Date: November 17, 2026

Revised November 3, 2026: Increased salary amounts, removed cap on outside experience, added CTE credential substitution for BA degree.

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
190 Day Calendar

Cultivating Leaders Mentor, District Resource Teachers working 190 Days, Facilitator Mentors working 190 Days, Peer Facilitator, Pre-Induction Support Facilitator, Consulting Teachers

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I BA or CTE Cred + 0 - 29 Semester Units	II BA or CTE Cred + 30 Semester Units or MA	III BA or CTE Cred + 45 Semester Units or MA + 15 Semester Units	IV BA or CTE Cred + 75 Semester Units or BA or CTE Cred + 60 Sem. Units w/MA or MA + 30 Semester Units	V Column IV Requirements + 150 Hours of Continuing Education + Prelim or Clear Credential
1	$ 66,397.85	$ 67,419.36	$ 68,951.62	$ 70,994.63	$ 72,016.13
2	$ 66,908.61	$ 68,440.87	$ 69,462.37	$ 71,505.38	$ 72,526.89
3	$ 67,419.36	$ 68,951.62	$ 71,505.38	$ 72,016.13	$ 73,548.39
4	$ 67,930.11	$ 69,462.37	$ 72,526.89	$ 73,037.64	$ 77,634.41
5	$ 68,440.87	$ 70,483.88	$ 76,612.91	$ 77,634.41	$ 80,188.18
6	$ 68,951.62	$ 71,505.38	$ 77,123.66	$ 78,145.17	$ 84,784.95
7	$ 69,462.37	$ 72,526.89	$ 77,634.41	$ 81,720.44	$ 88,870.97
8	$ 69,462.37	$ 76,612.91	$ 80,698.93	$ 86,317.21	$ 92,956.99
9	$ 69,462.37	$ 77,634.41	$ 84,784.95	$ 92,956.99	$ 99,086.03
10	$ 69,462.37	$ 78,655.92	$ 85,806.46	$ 96,021.51	$ 102,150.54
11	$ 69,462.37	$ 79,677.42	$ 85,806.46	$ 99,086.03	$ 105,215.06
12	$ 69,462.37	$ 79,677.42	$ 85,806.46	$ 101,129.04	$ 107,258.07
13	$ 69,462.37	$ 79,677.42	$ 85,806.46	$ 102,150.54	$ 109,301.08
14	$ 69,462.37	$ 79,677.42	$ 85,806.46	$ 103,172.05	$ 112,365.60
15	$ 69,462.37	$ 79,677.42	$ 88,360.22	$ 106,236.56	$ 114,408.61
16	$ 69,462.37	$ 79,677.42	$ 88,360.22	$ 108,279.57	$ 116,451.62
17	$ 69,462.37	$ 79,677.42	$ 88,360.22	$ 109,301.08	$ 117,473.12
18	$ 70,483.88	$ 80,188.18	$ 88,360.22	$ 110,322.59	$ 122,580.65
19	$ 70,483.88	$ 80,188.18	$ 88,360.22	$ 111,344.09	$ 124,623.66
20	$ 72,629.04	$ 83,763.45	$ 91,424.74	$ 113,387.10	$ 133,817.21

(a) Column V requires 150 hours of Continuing Education; must meet eligibility requirements. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Teaching Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential in grades K-12.

(c) Emergency Credential holders are limited to Step 7 and column IV until they have earned a preliminary or clear credential.

COLUMN UNIT REQUIREMENT

Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

Board Approval Date: November 17, 2026

Revised November 3, 2026: Increased salary amounts, removed cap on outside experience, added CTE credential substitution for BA degree.

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
195 Day Calendar

Special Program Counselors working 195 Days, High School Counselors, Independent Study Counselors, Lead Counselors, School Social Worker

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I BA or CTE Cred + 0 - 29 Semester Units	II BA or CTE Cred + 30 Semester Units or MA	III BA or CTE Cred + 45 Semester Units or MA + 15 Semester Units	IV BA or CTE Cred + 75 Semester Units or BA or CTE Cred + 60 Sem. Units w/MA or MA + 30 Semester Units	V Column IV Requirements + 150 Hours of Continuing Education + Prelim or Clear Credential
1	$ 68,145.17	$ 69,193.55	$ 70,766.13	$ 72,862.91	$ 73,911.30
2	$ 68,669.36	$ 70,241.94	$ 71,290.33	$ 73,387.10	$ 74,435.49
3	$ 69,193.55	$ 70,766.13	$ 73,387.10	$ 73,911.30	$ 75,483.88
4	$ 69,717.75	$ 71,290.33	$ 74,435.49	$ 74,959.68	$ 79,677.42
5	$ 70,241.94	$ 72,338.71	$ 78,629.04	$ 79,677.42	$ 82,298.39
6	$ 70,766.13	$ 73,387.10	$ 79,153.23	$ 80,201.62	$ 87,016.13
7	$ 71,290.33	$ 74,435.49	$ 79,677.42	$ 83,870.97	$ 91,209.68
8	$ 71,290.33	$ 78,629.04	$ 82,822.59	$ 88,588.71	$ 95,403.23
9	$ 71,290.33	$ 79,677.42	$ 87,016.13	$ 95,403.23	$ 101,693.55
10	$ 71,290.33	$ 80,725.81	$ 88,064.52	$ 98,548.39	$ 104,838.71
11	$ 71,290.33	$ 81,774.20	$ 88,064.52	$ 101,693.55	$ 107,983.88
12	$ 71,290.33	$ 81,774.20	$ 88,064.52	$ 103,790.33	$ 110,080.65
13	$ 71,290.33	$ 81,774.20	$ 88,064.52	$ 104,838.71	$ 112,177.42
14	$ 71,290.33	$ 81,774.20	$ 88,064.52	$ 105,887.10	$ 115,322.59
15	$ 71,290.33	$ 81,774.20	$ 90,685.49	$ 109,032.26	$ 117,419.36
16	$ 71,290.33	$ 81,774.20	$ 90,685.49	$ 111,129.04	$ 119,516.13
17	$ 71,290.33	$ 81,774.20	$ 90,685.49	$ 112,177.42	$ 120,564.52
18	$ 72,338.71	$ 82,298.39	$ 90,685.49	$ 113,225.81	$ 125,806.46
19	$ 72,338.71	$ 82,298.39	$ 90,685.49	$ 114,274.20	$ 127,903.23
20	$ 74,540.33	$ 85,967.75	$ 93,830.65	$ 116,370.97	$ 137,338.71

(a) Column V requires 150 hours of Continuing Education; must meet eligibility requirements. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Teaching Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential in grades K-12.

(c) Emergency Credential holders are limited to Step 7 and column IV until they have earned a preliminary or clear credential.

COLUMN UNIT REQUIREMENT

Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

Board Approval Date: November 17, 2026

Revised November 3, 2026: Increased salary amounts, removed cap on outside experience, added CTE credential substitution for BA degree.

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
208 Day Calendar

JROTC Teachers

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I BA or CTE Cred + 0 - 29 Semester Units	II BA or CTE Cred + 30 Semester Units or MA	III BA or CTE Cred + 45 Semester Units or MA + 15 Semester Units	IV BA or CTE Cred + 75 Semester Units or BA or CTE Cred + 60 Sem. Units w/MA or MA + 30 Semester Units	V Column IV Requirements + 150 Hours of Continuing Education + Prelim or Clear Credential
1	$ 72,688.18	$ 73,806.46	$ 75,483.88	$ 77,720.44	$ 78,838.71
2	$ 73,247.32	$ 74,924.74	$ 76,043.02	$ 78,279.57	$ 79,397.85
3	$ 73,806.46	$ 75,483.88	$ 78,279.57	$ 78,838.71	$ 80,516.13
4	$ 74,365.60	$ 76,043.02	$ 79,397.85	$ 79,956.99	$ 84,989.25
5	$ 74,924.74	$ 77,161.30	$ 83,870.97	$ 84,989.25	$ 87,784.95
6	$ 75,483.88	$ 78,279.57	$ 84,430.11	$ 85,548.39	$ 92,817.21
7	$ 76,043.02	$ 79,397.85	$ 84,989.25	$ 89,462.37	$ 97,290.33
8	$ 76,043.02	$ 83,870.97	$ 88,344.09	$ 94,494.63	$ 101,763.45
9	$ 76,043.02	$ 84,989.25	$ 92,817.21	$ 101,763.45	$ 108,473.12
10	$ 76,043.02	$ 86,107.53	$ 93,935.49	$ 105,118.28	$ 111,827.96
11	$ 76,043.02	$ 87,225.81	$ 93,935.49	$ 108,473.12	$ 115,182.80
12	$ 76,043.02	$ 87,225.81	$ 93,935.49	$ 110,709.68	$ 117,419.36
13	$ 76,043.02	$ 87,225.81	$ 93,935.49	$ 111,827.96	$ 119,655.92
14	$ 76,043.02	$ 87,225.81	$ 93,935.49	$ 112,946.24	$ 123,010.76
15	$ 76,043.02	$ 87,225.81	$ 96,731.19	$ 116,301.08	$ 125,247.32
16	$ 76,043.02	$ 87,225.81	$ 96,731.19	$ 118,537.64	$ 127,483.88
17	$ 76,043.02	$ 87,225.81	$ 96,731.19	$ 119,655.92	$ 128,602.16
18	$ 77,161.30	$ 87,784.95	$ 96,731.19	$ 120,774.20	$ 134,193.55
19	$ 77,161.30	$ 87,784.95	$ 96,731.19	$ 121,892.48	$ 136,430.11
20	$ 79,509.68	$ 91,698.93	$ 100,086.03	$ 124,129.04	$ 146,494.63

(a) Column V requires 150 hours of Continuing Education; must meet eligibility requirements. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Teaching Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential in grades K-12.

(c) Emergency Credential holders are limited to Step 7 and column IV until they have earned a preliminary or clear credential.

COLUMN UNIT REQUIREMENT

Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

Board Approval Date: November 17, 2026

Revised November 3, 2026: Increased salary amounts, removed cap on outside experience, added CTE credential substitution for BA degree.

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
213 Day Calendar

Teacher Residency Facilitators

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I BA or CTE Cred + 0 - 29 Semester Units	II BA or CTE Cred + 30 Semester Units or MA	III BA or CTE Cred + 45 Semester Units or MA + 15 Semester Units	IV BA or CTE Cred + 75 Semester Units or BA or CTE Cred + 60 Sem. Units w/MA or MA + 30 Semester Units	V Column IV Requirements + 150 Hours of Continuing Education + Prelim or Clear Credential
1	$ 74,435.49	$ 75,580.65	$ 77,298.39	$ 79,588.71	$ 80,733.88
2	$ 75,008.07	$ 76,725.81	$ 77,870.97	$ 80,161.30	$ 81,306.46
3	$ 75,580.65	$ 77,298.39	$ 80,161.30	$ 80,733.88	$ 82,451.62
4	$ 76,153.23	$ 77,870.97	$ 81,306.46	$ 81,879.04	$ 87,032.26
5	$ 76,725.81	$ 79,016.13	$ 85,887.10	$ 87,032.26	$ 89,895.17
6	$ 77,298.39	$ 80,161.30	$ 86,459.68	$ 87,604.84	$ 95,048.39
7	$ 77,870.97	$ 81,306.46	$ 87,032.26	$ 91,612.91	$ 99,629.04
8	$ 77,870.97	$ 85,887.10	$ 90,467.75	$ 96,766.13	$ 104,209.68
9	$ 77,870.97	$ 87,032.26	$ 95,048.39	$ 104,209.68	$ 111,080.65
10	$ 77,870.97	$ 88,177.42	$ 96,193.55	$ 107,645.17	$ 114,516.13
11	$ 77,870.97	$ 89,322.59	$ 96,193.55	$ 111,080.65	$ 117,951.62
12	$ 77,870.97	$ 89,322.59	$ 96,193.55	$ 113,370.97	$ 120,241.94
13	$ 77,870.97	$ 89,322.59	$ 96,193.55	$ 114,516.13	$ 122,532.26
14	$ 77,870.97	$ 89,322.59	$ 96,193.55	$ 115,661.30	$ 125,967.75
15	$ 77,870.97	$ 89,322.59	$ 99,056.46	$ 119,096.78	$ 128,258.07
16	$ 77,870.97	$ 89,322.59	$ 99,056.46	$ 121,387.10	$ 130,548.39
17	$ 77,870.97	$ 89,322.59	$ 99,056.46	$ 122,532.26	$ 131,693.55
18	$ 79,016.13	$ 89,895.17	$ 99,056.46	$ 123,677.42	$ 137,419.36
19	$ 79,016.13	$ 89,895.17	$ 99,056.46	$ 124,822.59	$ 139,709.68
20	$ 81,420.97	$ 93,903.23	$ 102,491.94	$ 127,112.91	$ 150,016.13

(a) Column V requires 150 hours of Continuing Education; must meet eligibility requirements. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Teaching Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential in grades K-12.

(c) Emergency Credential holders are limited to Step 7 and column IV until they have earned a preliminary or clear credential.

COLUMN UNIT REQUIREMENT

Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

Board Approval Date: November 17, 2026

Revised November 3, 2026: Increased salary amounts, removed cap on outside experience, added CTE credential substitution for BA degree.

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
218 Day Calendar

ECE School Nurses

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I BA or CTE Cred + 0 - 29 Semester Units	II BA or CTE Cred + 30 Semester Units or MA	III BA or CTE Cred + 45 Semester Units or MA + 15 Semester Units	IV BA or CTE Cred + 75 Semester Units or BA or CTE Cred + 60 Sem. Units w/MA or MA + 30 Semester Units	V Column IV Requirements + 150 Hours of Continuing Education + Prelim or Clear Credential
1	$ 76,182.80	$ 77,354.84	$ 79,112.91	$ 81,456.99	$ 82,629.04
2	$ 76,768.82	$ 78,526.89	$ 79,698.93	$ 82,043.02	$ 83,215.06
3	$ 77,354.84	$ 79,112.91	$ 82,043.02	$ 82,629.04	$ 84,387.10
4	$ 77,940.87	$ 79,698.93	$ 83,215.06	$ 83,801.08	$ 89,075.27
5	$ 78,526.89	$ 80,870.97	$ 87,903.23	$ 89,075.27	$ 92,005.38
6	$ 79,112.91	$ 82,043.02	$ 88,489.25	$ 89,661.30	$ 97,279.57
7	$ 79,698.93	$ 83,215.06	$ 89,075.27	$ 93,763.45	$ 101,967.75
8	$ 79,698.93	$ 87,903.23	$ 92,591.40	$ 99,037.64	$ 106,655.92
9	$ 79,698.93	$ 89,075.27	$ 97,279.57	$ 106,655.92	$ 113,688.18
10	$ 79,698.93	$ 90,247.32	$ 98,451.62	$ 110,172.05	$ 117,204.31
11	$ 79,698.93	$ 91,419.36	$ 98,451.62	$ 113,688.18	$ 120,720.44
12	$ 79,698.93	$ 91,419.36	$ 98,451.62	$ 116,032.26	$ 123,064.52
13	$ 79,698.93	$ 91,419.36	$ 98,451.62	$ 117,204.31	$ 125,408.61
14	$ 79,698.93	$ 91,419.36	$ 98,451.62	$ 118,376.35	$ 128,924.74
15	$ 79,698.93	$ 91,419.36	$ 101,381.73	$ 121,892.48	$ 131,268.82
16	$ 79,698.93	$ 91,419.36	$ 101,381.73	$ 124,236.56	$ 133,612.91
17	$ 79,698.93	$ 91,419.36	$ 101,381.73	$ 125,408.61	$ 134,784.95
18	$ 80,870.97	$ 92,005.38	$ 101,381.73	$ 126,580.65	$ 140,645.17
19	$ 80,870.97	$ 92,005.38	$ 101,381.73	$ 127,752.69	$ 142,989.25
20	$ 83,332.26	$ 96,107.53	$ 104,897.85	$ 130,096.78	$ 153,537.64

(a) Column V requires 150 hours of Continuing Education; must meet eligibility requirements. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Teaching Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential in grades K-12.

(c) Emergency Credential holders are limited to Step 7 and column IV until they have earned a preliminary or clear credential.

COLUMN UNIT REQUIREMENT

Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

Board Approval Date: November 17, 2026

Revised November 3, 2026: Increased salary amounts, removed cap on outside experience, added CTE credential substitution for BA degree.

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
225 Day Calendar

Facilitator Mentors working 225 Days, SJTA Officer

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I BA or CTE Cred + 0 - 29 Semester Units	II BA or CTE Cred + 30 Semester Units or MA	III BA or CTE Cred + 45 Semester Units or MA + 15 Semester Units	IV BA or CTE Cred + 75 Semester Units or BA or CTE Cred + 60 Sem. Units w/MA or MA + 30 Semester Units	V Column IV Requirements + 150 Hours of Continuing Education + Prelim or Clear Credential
1	$ 78,629.04	$ 79,838.71	$ 81,653.23	$ 84,072.59	$ 85,282.26
2	$ 79,233.88	$ 81,048.39	$ 82,258.07	$ 84,677.42	$ 85,887.10
3	$ 79,838.71	$ 81,653.23	$ 84,677.42	$ 85,282.26	$ 87,096.78
4	$ 80,443.55	$ 82,258.07	$ 85,887.10	$ 86,491.94	$ 91,935.49
5	$ 81,048.39	$ 83,467.75	$ 90,725.81	$ 91,935.49	$ 94,959.68
6	$ 81,653.23	$ 84,677.42	$ 91,330.65	$ 92,540.33	$ 100,403.23
7	$ 82,258.07	$ 85,887.10	$ 91,935.49	$ 96,774.20	$ 105,241.94
8	$ 82,258.07	$ 90,725.81	$ 95,564.52	$ 102,217.75	$ 110,080.65
9	$ 82,258.07	$ 91,935.49	$ 100,403.23	$ 110,080.65	$ 117,338.71
10	$ 82,258.07	$ 93,145.17	$ 101,612.91	$ 113,709.68	$ 120,967.75
11	$ 82,258.07	$ 94,354.84	$ 101,612.91	$ 117,338.71	$ 124,596.78
12	$ 82,258.07	$ 94,354.84	$ 101,612.91	$ 119,758.07	$ 127,016.13
13	$ 82,258.07	$ 94,354.84	$ 101,612.91	$ 120,967.75	$ 129,435.49
14	$ 82,258.07	$ 94,354.84	$ 101,612.91	$ 122,177.42	$ 133,064.52
15	$ 82,258.07	$ 94,354.84	$ 104,637.10	$ 125,806.46	$ 135,483.88
16	$ 82,258.07	$ 94,354.84	$ 104,637.10	$ 128,225.81	$ 137,903.23
17	$ 82,258.07	$ 94,354.84	$ 104,637.10	$ 129,435.49	$ 139,112.91
18	$ 83,467.75	$ 94,959.68	$ 104,637.10	$ 130,645.17	$ 145,161.30
19	$ 83,467.75	$ 94,959.68	$ 104,637.10	$ 131,854.84	$ 147,580.65
20	$ 86,008.07	$ 99,193.55	$ 108,266.13	$ 134,274.20	$ 158,467.75

(a) Column V requires 150 hours of Continuing Education; must meet eligibility requirements. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Teaching Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential in grades K-12.

(c) Emergency Credential holders are limited to Step 7 and column IV until they have earned a preliminary or clear credential.

COLUMN UNIT REQUIREMENT

Column placement is based upon upper division/graduate units earned after receiving a Bachelor's or after receiving a Master's Degree.

Board Approval Date: November 17, 2026

Revised November 3, 2026: Increased salary amounts, removed cap on outside experience, added CTE credential substitution for BA degree.

Adult Education Hourly Rate
2026-2027 School Year

Effective July 1, 2026 through June 30, 2027

Adult Education Teachers

YEARS	BA or Std Design. Credential 5 yrs Voc or Trade Exp.	BA + 15 or Std Design. Credential 7 yrs Voc or Trade Exp.	BA + 30 or Std Design. Credential 9 yrs Voc or Trade Exp.	BA + 45 or Std. Design. Credential 11 yrs Voc or Trade Exp.	BA + 60 or Std. Design. Credential 13 yrs Voc or Trade Exp.
1	37.73	39.20	40.70	42.15	43.56
2	39.20	40.70	42.15	43.56	45.03
3	40.70	42.15	43.56	45.03	46.52
4	42.15	43.56	45.03	46.52	47.95

Anniversary increments applied to 4th year base:

6 Yrs - 3%	43.42	44.87	46.39	47.92	49.39
11 Yrs - 6%	44.68	46.18	47.74	49.32	50.83
15 Yrs - 9%	45.95	47.49	49.09	50.71	52.27
20 Yrs-12%	47.21	48.79	50.44	52.11	53.71

Adult Education Counselors

1 Year	2 Years	3 Years	4 Years
45.07	**46.52**	**47.99**	**49.50**
Anniversary increment @ 6th year - 3%			50.99
Anniversary increment @ 11th year - 6%			52.47
Anniversary increment @ 15th year - 9%			53.96
Anniversary increment @ 20th year - 12%			55.44

Approved Instructional, Co-curricular and/or Professional Development (Outside regular work day or work day calendar) shall be compensated at the hourly rate. No more than three (3) hours per day may be submitted on those days included on the workday calendar. Not more than six (6) hours per day may be submitted on days not included on the work day calendar.

Board Approval Date: November 17, 2026
Revised November 3, 2026: Rates increased 3%

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
183 Day Calendar

Child Development Teachers Working 183 Days

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I AA or 12 - 61 Units	II AA or 61 units with Site Supervisor Permit	III BA	IV BA with Site Supervisor Permit	V BA + 30 units or BA + MA	VI Column V Requirements + 105 Hours of Continuing Education
1	$ 36,050.00	$ 39,206.00	$ 45,320.00	$ 53,560.00	$ 58,710.00	$ 61,800.00
2	$ 36,565.00	$ 39,960.00	$ 46,350.00	$ 55,620.00	$ 60,770.00	$ 63,860.00
3	$ 37,080.00	$ 40,714.00	$ 47,380.00	$ 56,650.00	$ 62,830.00	$ 64,890.00
4	$ 37,595.00	$ 41,468.00	$ 48,410.00	$ 58,710.00	$ 65,405.00	$ 66,950.00
5	$ 38,625.00	$ 42,222.00	$ 51,500.00	$ 61,800.00	$ 67,465.00	$ 69,010.00
6	$ 38,625.00	$ 42,222.00	$ 51,500.00	$ 62,830.00	$ 69,525.00	$ 71,070.00
7	$ 38,625.00	$ 42,222.00	$ 51,500.00	$ 63,860.00	$ 71,585.00	$ 74,160.00
8	$ 38,625.00	$ 42,222.00	$ 51,500.00	$ 64,890.00	$ 73,130.00	$ 75,190.00
9	$ 38,625.00	$ 42,222.00	$ 51,500.00	$ 65,920.00	$ 73,645.00	$ 75,705.00
10	$ 38,625.00	$ 42,222.00	$ 51,500.00	$ 66,950.00	$ 74,160.00	$ 76,220.00
11	$ 38,625.00	$ 42,222.00	$ 51,500.00	$ 67,980.00	$ 74,675.00	$ 76,735.00
12	$ 38,625.00	$ 42,222.00	$ 51,500.00	$ 69,010.00	$ 75,190.00	$ 77,250.00
13	$ 38,625.00	$ 42,222.00	$ 51,500.00	$ 70,040.00	$ 75,705.00	$ 77,765.00
14	$ 38,625.00	$ 42,222.00	$ 51,500.00	$ 71,070.00	$ 76,220.00	$ 78,280.00
15	$ 39,140.00	$ 42,222.00	$ 52,530.00	$ 72,100.00	$ 76,735.00	$ 78,795.00
16	$ 39,140.00	$ 42,222.00	$ 53,560.00	$ 73,130.00	$ 77,250.00	$ 79,310.00
17	$ 39,140.00	$ 42,222.00	$ 54,590.00	$ 74,160.00	$ 77,765.00	$ 79,825.00
18	$ 41,200.00	$ 46,746.00	$ 55,620.00	$ 75,190.00	$ 78,280.00	$ 80,340.00
19	$ 41,200.00	$ 46,746.00	$ 56,650.00	$ 76,220.00	$ 79,310.00	$ 81,370.00
20	$ 44,290.00	$ 52,778.00	$ 58,710.00	$ 77,250.00	$ 82,400.00	$ 85,490.00

(a) Column VI requires 105 hours of Continuing Education. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential/permit for the state in which the experience was incurred, with a maximum placement on Step 8 on the above salary schedule.

(c) Columns IV-VI are only open to teachers with a Site Supervisor or Program Director permit.

COLUMN UNIT REQUIREMENT

Placement in Columns I and II is based upon lower and upper division/graduate units earned in an accredited college or university.

Placement in Columns III through V is based upon upper division or graduate units earned after receiving the Bachelor's Degree in an accredited four year college or university.

OUTSIDE EXPERIENCE

Experience credit is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential/permit for the state in which the experience was incurred.

Years Outside Teaching Experience	Salary Step Placement
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8

Board Approval Date: November 17, 2026

Revised November 3, 2026: New rates and requirements - Columns I and II, 3% Increase - Columns III through VI

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
179 Day Calendar

Preschool Teachers Working 179 Days
Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I AA or 12 - 61 Units	II AA or 61 units with Site Supervisor Permit	III BA	IV BA with Site Supervisor Permit	V BA + 30 units or BA + MA	VI Column V Requirements + 105 Hours of Continuing Education
1	$ 35,262.03	$ 38,349.04	$ 44,329.40	$ 52,389.29	$ 57,426.73	$ 60,449.19
2	$ 35,765.77	$ 39,086.56	$ 45,336.89	$ 54,404.27	$ 59,441.70	$ 62,464.16
3	$ 36,269.51	$ 39,824.08	$ 46,344.38	$ 55,411.75	$ 61,456.67	$ 63,471.64
4	$ 36,773.26	$ 40,561.60	$ 47,351.86	$ 57,426.73	$ 63,975.39	$ 65,486.62
5	$ 37,780.74	$ 41,299.12	$ 50,374.32	$ 60,449.19	$ 65,990.36	$ 67,501.59
6	$ 37,780.74	$ 41,299.12	$ 50,374.32	$ 61,456.67	$ 68,005.33	$ 69,516.56
7	$ 37,780.74	$ 41,299.12	$ 50,374.32	$ 62,464.16	$ 70,020.31	$ 72,539.02
8	$ 37,780.74	$ 41,299.12	$ 50,374.32	$ 63,471.64	$ 71,531.54	$ 73,546.51
9	$ 37,780.74	$ 41,299.12	$ 50,374.32	$ 64,479.13	$ 72,035.28	$ 74,050.25
10	$ 37,780.74	$ 41,299.12	$ 50,374.32	$ 65,486.62	$ 72,539.02	$ 74,553.99
11	$ 37,780.74	$ 41,299.12	$ 50,374.32	$ 66,494.10	$ 73,042.76	$ 75,057.74
12	$ 37,780.74	$ 41,299.12	$ 50,374.32	$ 67,501.59	$ 73,546.51	$ 75,561.48
13	$ 37,780.74	$ 41,299.12	$ 50,374.32	$ 68,509.08	$ 74,050.25	$ 76,065.22
14	$ 37,780.74	$ 41,299.12	$ 50,374.32	$ 69,516.56	$ 74,553.99	$ 76,568.97
15	$ 38,284.49	$ 41,299.12	$ 51,381.81	$ 70,524.05	$ 75,057.74	$ 77,072.71
16	$ 38,284.49	$ 41,299.12	$ 52,389.29	$ 71,531.54	$ 75,561.48	$ 77,576.45
17	$ 38,284.49	$ 41,299.12	$ 53,396.78	$ 72,539.02	$ 76,065.22	$ 78,080.20
18	$ 40,299.46	$ 45,724.23	$ 54,404.27	$ 73,546.51	$ 76,568.97	$ 78,583.94
19	$ 40,299.46	$ 45,724.23	$ 55,411.75	$ 74,553.99	$ 77,576.45	$ 79,591.43
20	$ 43,321.92	$ 51,624.39	$ 57,426.73	$ 75,561.48	$ 80,598.91	$ 83,621.37

(a) Column VI requires 105 hours of Continuing Education. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential/permit for the state in which the experience was incurred, with a maximum placement on Step 8 on the above salary schedule.

(c) Columns IV-VI are only open to teachers with a Site Supervisor or Program Director permit.

COLUMN UNIT REQUIREMENT

Placement in Columns I and II is based upon lower and upper division/graduate units earned in an accredited college or university.

Placement in Columns III through V is based upon upper division or graduate units earned after receiving the Bachelor's Degree in an accredited four year college or university.

OUTSIDE EXPERIENCE

Experience credit is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential/permit for the state in which the experience was incurred.

Years Outside Teaching Experience	Salary Step Placement
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8

Board Approval Date: November 17, 2026

Revised November 3, 2026: New rates and requirements - Columns I and II, 3% Increase - Columns III through VI

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
219 Day Calendar

Child Development Teachers Working 219 Days

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I AA or 12 - 61 Units	II AA or 61 units with Site Supervisor Permit	III BA	IV BA with Site Supervisor Permit	V BA + 30 units or BA + MA	VI Column V Requirements + 105 Hours of Continuing Education
1	$ 43,141.81	$ 46,918.66	$ 54,235.41	$ 64,096.40	$ 70,259.51	$ 73,957.38
2	$ 43,758.12	$ 47,820.99	$ 55,468.04	$ 66,561.64	$ 72,724.76	$ 76,422.63
3	$ 44,374.43	$ 48,723.32	$ 56,700.66	$ 67,794.27	$ 75,190.00	$ 77,655.25
4	$ 44,990.74	$ 49,625.64	$ 57,933.28	$ 70,259.51	$ 78,271.56	$ 80,120.50
5	$ 46,223.37	$ 50,527.97	$ 61,631.15	$ 73,957.38	$ 80,736.81	$ 82,585.74
6	$ 46,223.37	$ 50,527.97	$ 61,631.15	$ 75,190.00	$ 83,202.05	$ 85,050.99
7	$ 46,223.37	$ 50,527.97	$ 61,631.15	$ 76,422.63	$ 85,667.30	$ 88,748.86
8	$ 46,223.37	$ 50,527.97	$ 61,631.15	$ 77,655.25	$ 87,516.23	$ 89,981.48
9	$ 46,223.37	$ 50,527.97	$ 61,631.15	$ 78,887.87	$ 88,132.55	$ 90,597.79
10	$ 46,223.37	$ 50,527.97	$ 61,631.15	$ 80,120.50	$ 88,748.86	$ 91,214.10
11	$ 46,223.37	$ 50,527.97	$ 61,631.15	$ 81,353.12	$ 89,365.17	$ 91,830.41
12	$ 46,223.37	$ 50,527.97	$ 61,631.15	$ 82,585.74	$ 89,981.48	$ 92,446.73
13	$ 46,223.37	$ 50,527.97	$ 61,631.15	$ 83,818.37	$ 90,597.79	$ 93,063.04
14	$ 46,223.37	$ 50,527.97	$ 61,631.15	$ 85,050.99	$ 91,214.10	$ 93,679.35
15	$ 46,839.68	$ 50,527.97	$ 62,863.78	$ 86,283.61	$ 91,830.41	$ 94,295.66
16	$ 46,839.68	$ 50,527.97	$ 64,096.40	$ 87,516.23	$ 92,446.73	$ 94,911.97
17	$ 46,839.68	$ 50,527.97	$ 65,329.02	$ 88,748.86	$ 93,063.04	$ 95,528.28
18	$ 49,304.92	$ 55,941.94	$ 66,561.64	$ 89,981.48	$ 93,679.35	$ 96,144.60
19	$ 49,304.92	$ 55,941.94	$ 67,794.27	$ 91,214.10	$ 94,911.97	$ 97,377.22
20	$ 53,002.79	$ 63,160.56	$ 70,259.51	$ 92,446.73	$ 98,609.84	$ 102,307.71

(a) Column VI requires 105 hours of Continuing Education. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential/permit for the state in which the experience was incurred, with a maximum placement on Step 8 on the above salary schedule.

(c) Columns IV-VI are only open to teachers with a Site Supervisor or Program Director permit.

COLUMN UNIT REQUIREMENT

Placement in Columns I and II is based upon lower and upper division/graduate units earned in an accredited college or university.

Placement in Columns III through V is based upon upper division or graduate units earned after receiving the Bachelor's Degree in an accredited four year college or university.

OUTSIDE EXPERIENCE

Experience credit is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential/permit for the state in which the experience was incurred.

Years Outside Teaching Experience	Salary Step Placement
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8

Board Approval Date: November 17, 2026

Revised November 3, 2026: New rates and requirements - Columns I and II, 3% Increase - Columns III through VI

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
230 Day Calendar

Preschool Teachers Working 230 Days

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I AA or 12 - 61 Units	II AA or 61 units with Site Supervisor Permit	III BA	IV BA with Site Supervisor Permit	V BA + 30 units or BA + MA	VI Column V Requirements + 105 Hours of Continuing Education
1	$ 45,308.75	$ 49,275.31	$ 56,959.57	$ 67,315.85	$ 73,788.53	$ 77,672.14
2	$ 45,956.02	$ 50,222.96	$ 58,254.10	$ 69,904.92	$ 76,377.60	$ 80,261.21
3	$ 46,603.28	$ 51,170.61	$ 59,548.64	$ 71,199.46	$ 78,966.67	$ 81,555.74
4	$ 47,250.55	$ 52,118.26	$ 60,843.17	$ 73,788.53	$ 82,203.01	$ 84,144.81
5	$ 48,545.09	$ 53,065.91	$ 64,726.78	$ 77,672.14	$ 84,792.08	$ 86,733.88
6	$ 48,545.09	$ 53,065.91	$ 64,726.78	$ 78,966.67	$ 87,381.15	$ 89,322.96
7	$ 48,545.09	$ 53,065.91	$ 64,726.78	$ 80,261.21	$ 89,970.22	$ 93,206.56
8	$ 48,545.09	$ 53,065.91	$ 64,726.78	$ 81,555.74	$ 91,912.03	$ 94,501.10
9	$ 48,545.09	$ 53,065.91	$ 64,726.78	$ 82,850.28	$ 92,559.29	$ 95,148.37
10	$ 48,545.09	$ 53,065.91	$ 64,726.78	$ 84,144.81	$ 93,206.56	$ 95,795.63
11	$ 48,545.09	$ 53,065.91	$ 64,726.78	$ 85,439.35	$ 93,853.83	$ 96,442.90
12	$ 48,545.09	$ 53,065.91	$ 64,726.78	$ 86,733.88	$ 94,501.10	$ 97,090.17
13	$ 48,545.09	$ 53,065.91	$ 64,726.78	$ 88,028.42	$ 95,148.37	$ 97,737.44
14	$ 48,545.09	$ 53,065.91	$ 64,726.78	$ 89,322.96	$ 95,795.63	$ 98,384.70
15	$ 49,192.35	$ 53,065.91	$ 66,021.32	$ 90,617.49	$ 96,442.90	$ 99,031.97
16	$ 49,192.35	$ 53,065.91	$ 67,315.85	$ 91,912.03	$ 97,090.17	$ 99,679.24
17	$ 49,192.35	$ 53,065.91	$ 68,610.39	$ 93,206.56	$ 97,737.44	$ 100,326.51
18	$ 51,781.43	$ 58,751.81	$ 69,904.92	$ 94,501.10	$ 98,384.70	$ 100,973.78
19	$ 51,781.43	$ 58,751.81	$ 71,199.46	$ 95,795.63	$ 99,679.24	$ 102,268.31
20	$ 55,665.03	$ 66,333.01	$ 73,788.53	$ 97,090.17	$ 103,562.85	$ 107,446.45

(a) Column VI requires 105 hours of Continuing Education. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential/permit for the state in which the experience was incurred, with a maximum placement on Step 8 on the above salary schedule.

(c) Columns IV-VI are only open to teachers with a Site Supervisor or Program Director permit.

COLUMN UNIT REQUIREMENT

Placement in Columns I and II is based upon lower and upper division/graduate units earned in an accredited college or university.

Placement in Columns III through V is based upon upper division or graduate units earned after receiving the Bachelor's Degree in an accredited four year college or university.

OUTSIDE EXPERIENCE

Experience credit is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential/permit for the state in which the experience was incurred.

Years Outside Teaching Experience	Salary Step Placement
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8

Board Approval Date: November 17, 2026

Revised November 3, 2026: New rates and requirements - Columns I and II, 3% Increase - Columns III through VI

San Juan Unified SCHOOL DISTRICT

Annual Salary Schedule 2026-2027
234 Day Calendar

Child Development Teachers Working 234 Days, ECE Content Specialist, ECE District Resource Teacher

Effective July 1, 2026 through June 30, 2027

Degree/ Education Steps	I AA or 12 - 61 Units	II AA or 61 units with Site Supervisor Permit	III BA	IV BA with Site Supervisor Permit	V BA + 30 units or BA + MA	VI Column V Requirements + 105 Hours of Continuing Education
1	$ 46,096.73	$ 50,132.27	$ 57,950.17	$ 68,486.56	$ 75,071.81	$ 79,022.96
2	$ 46,755.25	$ 51,096.40	$ 59,267.22	$ 71,120.66	$ 77,705.91	$ 81,657.05
3	$ 47,413.78	$ 52,060.53	$ 60,584.27	$ 72,437.71	$ 80,340.00	$ 82,974.10
4	$ 48,072.30	$ 53,024.66	$ 61,901.32	$ 75,071.81	$ 83,632.63	$ 85,608.20
5	$ 49,389.35	$ 53,988.79	$ 65,852.46	$ 79,022.96	$ 86,266.73	$ 88,242.30
6	$ 49,389.35	$ 53,988.79	$ 65,852.46	$ 80,340.00	$ 88,900.82	$ 90,876.40
7	$ 49,389.35	$ 53,988.79	$ 65,852.46	$ 81,657.05	$ 91,534.92	$ 94,827.55
8	$ 49,389.35	$ 53,988.79	$ 65,852.46	$ 82,974.10	$ 93,510.50	$ 96,144.60
9	$ 49,389.35	$ 53,988.79	$ 65,852.46	$ 84,291.15	$ 94,169.02	$ 96,803.12
10	$ 49,389.35	$ 53,988.79	$ 65,852.46	$ 85,608.20	$ 94,827.55	$ 97,461.64
11	$ 49,389.35	$ 53,988.79	$ 65,852.46	$ 86,925.25	$ 95,486.07	$ 98,120.17
12	$ 49,389.35	$ 53,988.79	$ 65,852.46	$ 88,242.30	$ 96,144.60	$ 98,778.69
13	$ 49,389.35	$ 53,988.79	$ 65,852.46	$ 89,559.35	$ 96,803.12	$ 99,437.22
14	$ 49,389.35	$ 53,988.79	$ 65,852.46	$ 90,876.40	$ 97,461.64	$ 100,095.74
15	$ 50,047.87	$ 53,988.79	$ 67,169.51	$ 92,193.45	$ 98,120.17	$ 100,754.27
16	$ 50,047.87	$ 53,988.79	$ 68,486.56	$ 93,510.50	$ 98,778.69	$ 101,412.79
17	$ 50,047.87	$ 53,988.79	$ 69,803.61	$ 94,827.55	$ 99,437.22	$ 102,071.32
18	$ 52,681.97	$ 59,773.58	$ 71,120.66	$ 96,144.60	$ 100,095.74	$ 102,729.84
19	$ 52,681.97	$ 59,773.58	$ 72,437.71	$ 97,461.64	$ 101,412.79	$ 104,046.89
20	$ 56,633.12	$ 67,486.63	$ 75,071.81	$ 98,778.69	$ 105,363.94	$ 109,315.09

(a) Column VI requires 105 hours of Continuing Education. New hires are not eligible. All hours must be earned while employed with the district.

(b) Outside Experience: Experience is granted for each year of properly verified certificated experience under contract requiring a regular teaching credential/permit for the state in which the experience was incurred, with a maximum placement on Step 8 on the above salary schedule.

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3	4
4	5
5	6
6	7
7	8

Board Approval Date: November 17, 2026

Revised November 3, 2026: New rates and requirements - Columns I and II, 3% Increase - Columns III through VI

System of Professional Growth
Essential Elements
(to be implemented in 2027/2028)

Element 1A: Focus on Students 1A: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.
Element 2B: Student Behavior 2B: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate safe and productive interactions to maximize opportunities for each student to learn and thrive.
Element 3A: Knowledge of Subject Matter and Pedagogy 3A: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local* subject- and grade-level expectations, and also promote students' social–emotional and language development. *Note: "local" refers to district, site or department.
Element 4A: Planning Instruction for Student Learning 4A: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.
Element 4D: Adapting Instruction for Student Learning 4D: Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs. .
Element 5A: Understanding and Using Assessments 5A: Teachers understand different assessment types and purposes, including student self-assessment and goal setting, and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being. Teachers offer timely and comprehensible feedback to students.
Element 6A: Reflection on Practice 6A: Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.
Element 6C: Collaboration with Colleagues 6C: Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.

San Juan Unified School District
Elementary Specialist Guidelines Packet

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San Juan Unified School District
Elementary Specialist Guidelines

Quality Practices for Administrators, Classroom and Specialist Teachers

Research suggests that students in schools with extensive and broad offerings in the arts are not only able to learn the arts — a part of a well-rounded education — but also do better on state and district standardized tests and have more opportunities to achieve and succeed than students in schools lacking robust arts programs. Arts-rich schools graduate higher percentages of students, who in turn, are more likely to complete college and be socially active in their communities in adulthood.

Mapping Opportunities For the Arts in ESSA. February 2017.

http://www.ecs.org/ec-content/uploads/ESSA-Mapping-the-opportunities-for-the-arts-1.pdf

A physically educated person is one who has mastered the necessary movement skills to participate confidently in many different forms of physical activity, values physical fitness and understands that both are related to health and well-being.

We must meet the State mandated 200 minutes of Elementary Physical Education Instruction every 10 days.

Physical Education Framework for California Public Schools

PHILOSOPHY

In San Juan Unified School District, there is collaboration between various stakeholders (classroom teachers, specialist teachers and site administrators) to provide instruction to students in specialist subjects (art, dance, music, physical education, science, technology and world languages). With such shared responsibility, it is imperative that clear, consistent communication between the classroom teacher and the specialist be established and maintained to ensure a quality program. Specialist subjects are considered an essential part of the core curriculum within the TK-8 programs.

I. COMMUNICATION/SAFETY

Suggestions for achieving clear communication between classroom teachers and specialist teachers:

- Specialist teachers are accountable for all students assigned to their class.
- Site emergency safety plans and folder should be provided to all specialists with a copy of the current class rosters.
- Every effort should be made to hold safety drills when the specialist is on campus.
- Classroom teachers should make every reasonable effort to notify the elementary specialist ahead of time if students will not be present during class to provide an accurate accounting of students and to ensure their safety.
- Specialist's schedule changes should be discussed and mutually agreed upon between classroom teachers and specialist teachers in advance of being implemented except in emergency situations.
- Student attendance in specialist classes is part of the core curriculum; therefore, classroom teachers and support staff should make every effort to ensure that students attend their assigned classes.
- Every effort should be made to notify specialists regarding such issues as: special health needs and conditions, IEP accommodations or goals, drops/additions to class rosters and behavioral matters that could affect the learning environment of the classroom.

- Lead teachers in art, music, and physical education are to participate in discussions with District Administration prior to the development of the district-wide specialist schedules.
- A master key should be offered to specialist teachers (for safety reasons) as they may need access to classrooms or other site space in the event of an emergency or lockdown.

II. SCHEDULING

The site administrator, specialist and classroom teacher representatives should be included, whenever possible, in scheduling prior to the beginning of the school year. In the spirit of collaboration, these stakeholders should be given the opportunity to provide their input and feedback. The recommended approach is described below:

- Collaborative Model

  A master matrix should be developed once the specialist assignments are known at the site. A committee (consisting of the administrator, teacher representative and specialist teachers) examines the matrix, site needs and constraints, reviews instructional programs, and then assigns teachers and grade levels into the appropriate instructional blocks of specialist time.

The model for teaching minutes is derived from a basic 4th-6th grade schedule, 33 forty-minute periods per week.

Specialist's Prep Time[2, 1] —

A. Elementary TK through self-contained 6th: 160 minutes/week – blocks not less than 30 minutes. While specialist's prep time can overlap a recess, equivalent recess time is given later/earlier in the day.[3]
B. Departmentalized grades 6, 7 and 8: Elementary specialists assigned full-time to departmentalized grades 6-8 at a K-8 shall receive the same preparation time as the classroom teacher. Elementary specialists assigned part-time to grades 6-8 shall receive one equity day per trimester. Elementary specialists may not use equity days on Mondays and/or Fridays.

Missed Prep Time — on an instructional day, when scheduled prep time is not provided, individual school sites should devise a consistent plan for missed prep time that is consistent and in conjunction with agreements between the district and SJTA. *Please note: field trips do not constitute missed prep time. See 'Field Trip' section for additional information.*

(Please see attached side letter of agreement.)

Passing Time — There must be a minimum passing time of 5 minutes between consecutive classes. No passing time is needed if adjacent to prep, recess or lunch.

Lunch — Lunchtime will be the same number of minutes as other teachers on staff and occur during the regular lunch hours for the site.

Class Size — Specialist class size shall be consistent with the collective bargaining agreement for any individual teacher.

Duties As Assigned (DAA) — DAA refers to an open period where a specialist is not assigned to a specific class due to scheduling reasons. During this open period, specialists may be given duties as assigned as long as those duties fall within the credential areas for which they were hired. The scope of the projects and activities will be discussed and mutually agreed upon. Suggestions for DAA may include, but are not limited to:

- Maintaining art displays and equipment
- Preparing for special programs (i.e. Jogathon, Jump Rope for Heart, music concerts, after school choirs/bands, performances and art shows)
- Clubs, arts integration, intramurals, etc.

When specialists are needed to assist in school programs or assemblies, **advanced notice** should be given.

Unassigned Time[4] — Due to the length of the instructional day, there may be pockets of unassigned time. This time is outside of regular prep time when it results in less than 30 minute blocks of time.

III. SCHEDULING CONFLICTS

Minimum Days, Holidays and Staff Development Days[3]

At the beginning of the year, each site is to collaboratively determine a plan for addressing the loss of prep time due to minimum days, holidays and staff development days. Per the contract 8.01.8 b., staffs are to develop a plan to alleviate the same person from losing prep, taking into consideration district guidelines, passing times and breaks. School sites determine the final plan after consultation with the principal, staff representatives and the specialist teachers. Options for consideration may include, but are not limited to:

- Create a minimum day schedule that equitably distributes the number of prep periods that fit into a shortened day.
- Keep the regular schedule and reduce all prep times, including those of the specialist teachers, so all classes may receive instruction by the specialists.
- Run a normal schedule – if it has been determined the prep schedule is evenly occurring.

Field Trips and Classroom Events

Classroom teachers should make every reasonable effort to schedule field trips on days other than specialist instructional days to minimize program disruption.

When there are unavoidable scheduling conflicts, the classroom teacher should notify the specialist teachers at least one week in advance of the upcoming field trip or special classroom events.

Specialists should check the school calendar or master schedule for field trips and events on a regular basis.

Specialists are not required to make up missed prep time due to field trips. Teachers wanting to switch prep times due to field trips need to communicate the plan to the specialists. The plan should be mutually agreed upon.

Assemblies

Every reasonable effort should be made to schedule school/class programs so they do not conflict with the specialist programs.

It is important for specialist teachers to stay abreast of planned school activities and to plan accordingly for assemblies. This information is available on the school calendar, within the principal's bulletin and from classroom teachers. Classroom teachers should notify specialists in advance if other activities will affect their schedule.

When assemblies do fall within the specialist's instructional time, it is the responsibility of the specialist to supervise the class they would normally be teaching during the assembly unless other arrangements have been agreed upon.

IV. GRADING

Art, Dance, Music, Physical Education, Science, Technology and World Languages

- School sites will provide class rosters to specialist teachers at the beginning of the school year and prior to the end of each trimester. Specialist teachers are responsible for reporting student progress to classroom teachers prior to the end of the trimester.
- Specialists will provide the classroom teacher with first, second and third trimester **effort** marks: Exceeds (E), Meets (M), or Limited Progress (L).
- Specialists will provide classroom teachers with academic marks.
    - **For self-contained K-6 classrooms, academic marks are 4, 3, 2 and 1 for achievement towards standards. For music, art and PE classes academic marks will not be given for the first trimester.**
    - **For 6-8 departmentalized classrooms, academic marks are A, B, C, D and F for achievement towards standards and are given all three trimesters.**
- Classroom teachers and specialists, in consultation, may combine standards and effort marks for specialist subjects when these subjects are also taught during regular classroom instruction. The teacher of record for the subject will make the final decision regarding the grade.

Progress Reports

Art, Dance, Music, Physical Education, Science, Technology and World Languages

- If students are not meeting grade level standards in specialist subjects, the specialist teacher is to notify the classroom teacher to include information on the Progress Report. The specialist teacher is to notify the classroom teacher when a student's achievement drops to an unsatisfactory level from one reporting period to another.
- Progress Reports should not be used as the first line of communication with parents/guardians. In the event a specialist has a concern, the specialist should communicate with the parent/guardian in some form prior to the classroom teacher sending out a Progress Report.

This information is found in the Reporting Student Progress Handbook.

V. RESPONSIBILITIES

It is the responsibility of the administrator and the specialist to make sure that non-instructional duties (i.e. before and after school and recess supervision) are assigned as equally as possible.

Duties shall be prorated according to the percentage of time taught at each school site. Special consideration should be given to specialists assigned to 3 or more schools per week. Unless it is a matter of student safety, specialists with 3 or more schools on his/her schedule should not have extra duties.

In schools where students receive less than the 200 mandated Physical Education minutes[5] every 10 days by the physical education specialist, it is the responsibility of the classroom teachers to provide the remainder of the mandated 200 minutes of physical education instruction. When both the classroom teacher and the specialist provide Physical Education to a class, they should collaborate to determine students' grades.

VI. HOUSING/SPACE

Whenever a classroom becomes available at a school site, specialists should receive equal consideration for that teaching space.

When a specialist has his/her own classroom or office space, extend professional courtesy to discuss the use of the space in advance and, after use, leave the room in the condition it was found (including specialist's desk, documents and teaching materials).

Working around the breakfast and lunch schedules, the physical education specialist should have first option for the use of the cafeteria/MP room for instructional purposes. This is especially necessary during winter weather, high pollution days and extreme heat.

Workspace, Instructional Space and Storage

When a classroom is not available, specialists shall be provided with a secure area with adequate heat, air conditioning, electricity and internet connection in which to work and a secured area in which to keep their personal belongings. A secure, climate controlled place must also be provided year round for specialists to store their confidential documents, supplies, musical instruments and equipment.

When a classroom is not available, classroom teachers should make their classrooms as accessible as possible for specialists' instruction and projects.

VII. SUPPLIES

The specialist's supplies are considered an essential part of the programs at each school site. Extend professional courtesy and request permission prior to using any equipment or supplies ordered and/or owned by another teacher.

Any materials and/or equipment purchased through school site funds (i.e. SIP, PTA, PTO, Jump Rope for Heart, Student Council, clubs, etc.) must remain at that school site. However, when materials and/or equipment are purchased through VAPA funds, the materials and/or equipment may travel with the specialist to serve the needs of district students.

It is recommended that administrators and specialists work together to seek additional resources, especially for consumable materials. The school site should supply most of the art and physical education materials for

students. Specialists are responsible for notifying the school site about incoming VAPA and PE supply orders so that supplies can be separated and set aside appropriately.

VIII. MEETINGS

Staff Meetings

Specialists should attend the monthly staff meetings for the school at which they have their assignment. In the event that a specialist is divided between two or more sites, the specialist is only required to attend one staff meeting per month and should work with administration to determine which staff meeting to attend.

Advance notice should be provided by school sites regarding the dates, times and locations of staff meetings.

Specialists should be involved in staff decisions that affect their program or schedule. Specialists have an equal vote on such decisions.

It is the responsibility of each specialist to stay informed at each site. The administration should make every effort to provide specialists with minutes should meetings be missed.

Thursday Collaboration Time — Specialists may collaborate with other "like" area specialists and away from their site, providing that they communicate with their principal and VAPA program specialist.

Every consideration should be made to allow specialists to attend their monthly collaborative meetings. Specialists need to sign in at their monthly collaborative meetings and provide proof of attendance to their administrator upon request. Any arrangements other than the above need to be agreed upon by the specialist and administrator.

IX. SUBSTITUTE PLANS

Specialist's Responsibilities

It is the responsibility of the elementary specialist to leave a folder containing substitute lesson plans at each of their school sites. Substitute plans should include the following:

1. The current class roster.
2. A detailed schedule for each day.
3. A school map. This is important even if the specialist has his/her own classroom.
4. The behavior policy of the school and the specialist. This should include reward and consequence systems.
5. Lesson plans and related materials.
6. Emergency folder/binder.
7. Medical conditions/special needs.

X. ADDITIONAL REFERENCES

Contract Language and Ed. Code Relevant to the Above Guidelines

[1]8.01.7

Secondary and Departmentalized 6-8 Grades at K-8s Preparation Time

Effective July 1, 2016, each full-time classroom teacher assigned to a middle or high school and each 6-8 grade classroom teacher assigned full-time to a K-8 school and teaching in a departmentalized setting, shall have one (1) period (part-time pro rata share) as part of the instructional day for planning and preparation of classes, holding conferences with parents or students, or other related activities.

Effective July 1, 2016, elementary specialists assigned full-time to departmentalized grades 6-8 at a K-8 shall receive the same preparation time as the classroom teacher. Elementary specialists assigned part-time to grades 6-8 shall receive one equity day per remaining trimesters. Elementary specialists may not use equity days on Mondays and/or Fridays.

Members shall not be required to relinquish this time nor to substitute for another member nor to perform other duties more than three (3) times during the school year except to cover emergencies. In addition to the above, members may voluntarily relinquish their prep time to substitute for another member with the prior approval of the site administrator. If a 6th grade at a K-8 is considered to be a self-contained classroom, the teacher shall receive the same preparation as the K-5 teachers and Article 7 Loading Ratio and Class Size Maximums remain in place.

[2]8.01.8a

Regular elementary classroom teachers, special education teachers in SDC classes and SDC teachers at Laurel Ruff Center and Ralph Richardson Center, preparation time teachers and traveling teachers shall receive 160 minutes of preparation time each week within the instructional day at District expense and delivered by other than regular classroom teachers. Part-time to be prorated.

Preparation time teachers shall not be assigned to teach more than the number of instructional minutes per week assigned the grade 4-6 teachers at the site where the prep teacher has the majority of his/her assignment. **Effective 7-1-1999, elementary specialists shall not be required to teach more than 33 periods/week.**

[3]8.01.8b

Individual school site staffs shall, in consultation with the principal and by mutual agreement, develop and plan to alleviate having the same person lose prep time every week in which there is a holiday or non-instructional/non-standard workday. The plan shall not result in an increased cost to the District.

[4]8.01.10

The District shall provide 10 minutes of duty-free relief for any elementary or TK-8 teacher who is assigned A.M. recess duty and who has no other free recess or preparation time in the morning. If a teacher has 200 minutes or more uninterrupted work time (teaching and recess duty) after the lunch break, the teacher will be provided a 10-minute break. This is in addition to the teacher's preparation time.

[5]51210

(a) The adopted course of study for grades 1 to 6, inclusive, shall include instruction, beginning in grade 1 and continuing through grade 6, in the following areas of study:
(5) Visual and performing arts, including instruction in the subjects of dance, music, theatre and visual arts, aimed at the development of aesthetic appreciation and the skills of creative expression.
(7) Physical education, with emphasis upon the physical activities for the pupils that may be conducive to health and vigor of body and mind, for a total period of time of not less than 200 minutes each 10 school days, exclusive of recesses and the lunch period.
(8) Other studies that may be prescribed by the governing board.

Elementary & K-8: Process and Guidelines for Site and Specialist Input
May 1, 2019

Overview:

The San Juan Unified School District and San Juan Teachers Association believe that all students should have equitable access to a comprehensive and balanced educational program that includes art, music and physical education. Every reasonable effort will be made by the district to ensure that each site is able to create and maintain a balanced program that is in alignment with its SPSA.

Input Process, Protocols and Change Criteria *for Sites*:

Sites should anticipate receiving similar content allocation and number of sections as in the current year unless circumstances occur that may affect that allocation such as:

1. Sites adopt a new educational philosophy (e.g., Artful Learning, International Baccalaureate, STEAM, etc.). Sites would need to follow district and SJTA protocols and procedures for making these significant programmatic changes and would also identify how specialty subjects outside of music, art and PE support the new educational philosophy of the school. Prior to engaging the stakeholders below, please contact your director, SJTA, and Human Resources for support and protocols.

    a. Stakeholders included in the site process to adopt a new educational philosophy:
        - Principal
        - Site Leadership Team
        - Entire Site Staff (including site specialists)
        - School Site Council

    b. Stakeholders informed of site decisions (changes in educational philosophy) should include:
        - Human Resources
        - SJTA
        - Immediate Site Supervisor
        - VAPA Program Specialist
        - VAPA Lead Teachers
        - Parents/Families

2. In the event specialist retirements and/or other staffing increases/decreases cause changes in site content allocation, sites must engage in collaborative conversations to identify site priorities for District Specialist Assignment Panel (DSAP)* consideration.

    ** The DSAP consists of the VAPA program specialist, specialist lead teachers and director of human resources.*

    a. Stakeholders included/consulted in collaborative conversations include:
        - Site Leadership Team
        - Entire Site Staff (including site specialists)
        - Human Resources
        - SJTA
        - VAPA Program Specialist
        - Specialist Lead Teachers
        - Principal
        - Director

After conducting collaborative conversations based on the criteria above, requests for changes are submitted to Human Resources. The DSAP makes the final determination about site allocation based on the district-wide needs and availability of specialists.

Note: Upon receiving final allocations from the DSAP, site administrators share privately with affected specialists prior to announcement to staff and school community.

Timeline for Site Input:

Event	Dates	Responsibility	Consult	Inform
SPSA	April/May (prior year) October 31st (current year)	· Site Leadership Team · Site Council	· Staff · Directors	· Parents/Families · Staff
Early Notification of Retirement	February	· Human Resources	· Site Administrator · VAPA Program Specialist	· Staff
Site Level Collaborative Conversations- if triggered by #1 or 2	April	· Site Administrator	· Site Leadership Team · Staff	· Parents and Community · Staff · Human Resources
Site Specialist Schedule	1 week before school starts**	· Site Administrator · Site Specialists · Other site collaborative team (recommended)	· DSAP	· Parents · Families · Staff

**Every reasonable effort will be made

Input Process, Protocol and Change Criteria *for Specialists*:

In April of each year, specialists will be sent a questionnaire requesting input regarding any preferred changes in their current assignment or schedule. (Location, increase or decrease in FTE). A listing of sites with potential vacancies will be included with the questionnaire.

Timeline for Specialist Input:

Event	Dates	Responsibility	Consult	Inform
Specialist Questionnaire	April	· Human Resources	· VAPA Leadership Team	· Specialist
List of Sites with Potential Vacancies	April	· Human Resources	· Site Administrator	· Specialist
Specialist Assignment Confirmation Letter	May/June*	· Human Resources	· DSAP	· Specialist · Site Administrator

*Every reasonable effort will be made

Decision Making Process and Criteria *for District-wide Assignments*

The DSAP, consisting of the VAPA program specialist, specialist lead teachers and director of human resources will meet and review questionnaires. Factors to be considered in making assignments will include: site input, specialist input, seniority, content area balance, current specialists' assignment and the district's ability to recruit.

Timeline for District Process:

Event	Dates	Responsibility	Consult	Inform
Site Input: Programmatic Change (#1) Changes in District Allocation (#2)	Oct. 31 April	· Principal and Site Leadership Team · Principal and Site Leadership Team	See 1.a on page 1 See 2.a on page 2	See 1.b on page 1 · Staff
Early Notification of Retirement	February	· Human Resources	· Principal · VAPA Program Specialist	· Staff
Recruitment Kickoff	March/April	· Human Resources · VAPA Program Specialist · VAPA Leadership Team	· SJTA	N/A
Specialist Input/ Questionnaire	April	· Human Resources	· Specialists	· DSAP
Review Questionnaires and Assign Specialists	May/June**	· Human Resources	· DSAP	· Specialist · Site Administrator

**Every reasonable effort will be made

HANDBOOK COMMITTEE

Original document August, 2001
Updated October, 2009
Revisited August, 2013

Updated April, 2017
Art Specialist — Debbie Yamamoto-Smith
Music Specialist — Karla Davis
Physical Education Specialist — Willie Wilson
Program Specialist/VAPA — Laurel Lyda
Principal — Hilda Fernandez
Principal — Amberlee Townsend
Art SJTA Representative — Brenda Walker
Music SJTA Representative — Janet Thorgrimson
Physical Education SJTA Representative — Heidi Gerstung

Updated April 2019—Elementary Specialist Program Work Group
Art Specialist: Brenda Walker
Music Specialist: Janet Thorgrimson
Physical Education Specialist: Lori Zoller
Classroom Practitioners: Nichole Harshbarger, Mary Jungles
SJTA Executive Director: Shannan Brown
Assistant Superintendent, Elementary Education: Melissa Bassanelli
Director, Professional Learning & Curriculum Innovation: Kristan Schnepp
Director, Human Resources: Deann Carlson
Program Specialist, VAPA: Laurel Lyda
Program Specialist, Special Projects: Nina Mancina
Principals: Gianfranco Tornatore, Greta Scholtes, Beth Wahl

This document is considered a work in progress and through time, communication and collaboration will be amended and improved as needs arise.

THE 4 STEPS: PLAN, DO, STUDY, ACT

Each PDSA cycle has four steps:



PLAN Identify your goal and the idea you want to test (called the "change idea"). Your change idea should have measurable outcomes and be related to your theory of improvement (driver diagram). In this step, you also make predictions about what you think is going to happen and identify data to collect that will let you check your predictions as well as the immediate impact of the change. Making predictions and collecting data to test them helps us look back later and analyze why particular changes do or do not lead to improvement. These analyses then inform our future attempts to improve.

DO Enact your plan. Record the data you intended to collect and any additional observations. PDSA testers often discover new things about processes and the system in which they are operating as they execute the change.

STUDY Compare your data with your predictions and study the results. What happened and what did you learn? Why do you think things turned out the way they did?

ACT Often times you will adopt, adapt, or abandon the change idea you tested. Especially in the first tests in a PDSA cycle, you will most likely adapt your idea to accommodate your testing conditions. The Act stage usually leads into the Plan stage of the next PDSA cycle.

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FOR SUBMISSION TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS in compliance with the Public Disclosure requirements of AB 1200 (Statutes 1991, Chapter 1213) as revised by AB 2756 (Statues of 2004, Chapter 25), Government Code 3547.5 & 3540.2.

SUMMARY OF PROPOSED AGREEMENT

ATTACHMENT 2

BETWEEN THE	San Juan Unified	SCHOOL DISTRICT
WITH THE	San Juan Teachers Association	BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on :	*(enter Date)*	11/17/2026
Budget Revisions to be INPUT no later than 45 days after approval:	***(will calc + 45 days)***	12/16/2026
Estimated Agreement Payment Date	*(enter Date)*	1/16/2027

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

		# FTE Represented
Certificated:	Multiple Units Pending Settlement	214.2
Classified:	Multiple Units Pending Settlement	2,674.9

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on:	(enter Begin Date)	7/1/2026
and ending on:	(enter End Date)	6/30/2029

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	2026-27	2027-28	2028-29
Reopeners: Yes or NO ?	No	Yes	Yes

if Yes, what Areas? Reopener areas are listed on the first page of the Tentative Agreement

COMPENSATION PROVISIONS

Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement *(Based on Year to Date (YTD) Actuals Projected through 6/30):*	$ 237,874,296.50
Current Year Salary Cost After Settlement *(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):*	$ 250,862,233.09
Total Cost Increase or (Decrease):	***$12,987,936.59***
Percentage Increase or (Decrease):	***5.46%***

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

Salary Increase or (Decrease) % increase or (decrease) to existing schedule	5.46%	per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	0.00%	per employee
Step & column average % annual change over the prior year schedule	0.00%	per employee
TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE	***5.46%***	per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	0
Indicate Total # of Work Days to be provided for fiscal year:	various
Indicate Total # of Instructional Days to be provided for fiscal year:	various

BETWEEN THE San Juan Unified SCHOOL DISTRICT

WITH THE San Juan Teachers Association BARGAINING UNIT (BU)

Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:
The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: *(object 3XXX less 34XX)*
(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	$ 60,987,361.98
Proposed Costs:	$ 64,317,271.94
Total Cost Increase or (decrease):	***$3,329,909.96***
Percentage Change:	***5.46%***

District Health and Welfare Plans - *Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)
Total Health and Welfare Costs:

Current Costs:	$ 43,691,159.75
Proposed Costs:	$ 43,691,159.75
Total Cost Increase or (decrease):	***$0.00***
Percentage Change:	***0.00%***

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

Health/Welfare benefits are not capped. There are no changes to health/welfare benefits in this agreement. There is a correction to the amount paid for in-lieu of health benefits, but it does not result in an increased cost.

Current Cap:	$ -	
Proposed Cap:	$ -	
Average Capped Amount increase or (decrease) per employee	***$0.00***	***#DIV/0!***

TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES
(REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:
Current Year Combined Cost Before Settlement: *(data pulls from above)*
(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	***$ 237,874,296.50***	
Benefits	***$ 104,678,521.73***	
Total:		***$ 342,552,818.23***

Current Year Cost After Settlement: *(data pulls from above)*
(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	***$ 250,862,233.09***	
Benefits	***$ 108,008,431.69***	
Total:		***$ 358,870,664.78***

TOTAL COST INCREASE OR (DECREASE)	***$16,317,846.55***
(This amount should tie to the multiyear projection sections for 1XXX-3XXX) **PERCENTAGE CHANGE**	***4.76%***
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	***$ 2,988,616.58***

BETWEEN THE	San Juan Unified	SCHOOL DISTRICT
WITH THE	San Juan Teachers Association	BARGAINING UNIT (BU)

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).

All components of the 5.46% increase are as follows:
1. Adding $5,000 per salary cell = 5.17% equivalent;
2. Removing experience cap for teaching experience outside of district = 0.26% equivalent;
3. Athletic Director additional days = 0.02% equivalent;
4. Department Chair additional assignment pay to attend annual trainings = 0.01% equivalent

B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..

C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.

Reopener areas are listed on the first page of the Tentative Agreement. There is no contingency language.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: ***(pulls from MYP Sec. 9)***	$	796,775,806.00
Minimum State Reserve Percentage **(input %)**		**2%**
Minimum State Reserve Requirement: ***(Formula includes Total Exp/Uses x Minimum Reserve %)***	**$**	**15,935,516.12**

FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

Section 8: **Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)** **12/15/2026**

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT #'s: **BT #'s:** **12/16/2026**

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

BETWEEN THE San Juan Unified SCHOOL DISTRICT

WITH THE San Juan Teachers Association BARGAINING UNIT (BU)

Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS. (Reflect both Unrestricted and Restricted General Fund Budget Amounts)

In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.

Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.

	Current Fiscal Year 2026-2027			
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of June 2026 *6/23/2026*	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA				
LCFF Sources (8010-8099)	532,372,994.00	0.00	0.00	532,372,994.00
Remaining Revenues (8100-8799)	204,398,575.00	0.00	0.00	204,398,575.00
TOTAL	**736,771,569.00**	**0.00**	**0.00**	**736,771,569.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	303,802,516.00	12,987,936.59	0.00	316,790,452.59
2000 Classified Salaries	126,914,446.00	0.00	0.00	126,914,446.00
3000 Benefits	236,724,204.00	3,329,909.96	0.00	240,054,113.96
4000 Instructional Supplies	28,562,865.00	0.00	0.00	28,562,865.00
5000 Contracted Services	75,602,904.00	0.00	0.00	75,602,904.00
6000 Capital Outlay	3,183,338.00	0.00	0.00	3,183,338.00
7000 Other	(1,516,259.00)	0.00	0.00	(1,516,259.00)
TOTAL	**773,274,014.00**	**16,317,847.00**	**0.00**	**789,591,861.00**
OPERATING SURPLUS (DEFICIT)	**(36,502,445.00)**	**(16,317,847.00)**	**0.00**	**(52,820,292.00)**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	7,183,945.00	0.00	0.00	7,183,945.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**(43,686,390.00)**	**(16,317,847.00)**	**0.00**	0.00 **(60,004,237.00)**
BEGINNING FUND BALANCE 9791-92	251,465,013.75			251,465,013.75
Prior-Year Adjustments 9793-95	0.00		0.00	0.00
NET BEGINNING BALANCE	**251,465,013.75**		**0.00**	**251,465,013.75**
ENDING FUND BALANCE (EFB)	**207,778,624.00**	**(16,317,847.00)**	**0.00**	**191,460,777.00**
COMPONENTS OF ABOVE EFB:				
Nonspendable (9711-9719)	322,603.00	0.00	0.00	322,603.00
Restricted (9740)	67,982,158.16	0.00	0.00	67,982,158.16
Committed (9750/9760)	25,598,046.00	0.00	0.00	25,598,046.00
Assigned (9780)	3,281,357.00	0.00	0.00	3,281,357.00
Reserve Economic Uncertainties (9789)	**15,609,159.18**	**326,356.94**	**0.00**	**15,935,516.12**
Unassigned/Unappropriated (9790)	**94,985,300.66**	**(16,644,203.94)**	**0.00**	**78,341,096.72**
State Minimum Reserves %	***14.17%***	***Meets***		***11.83%***
Are budgets in balance?	*In Balance*			*In Balance*
Did you adjust reserves? s/b $0	***$0.00***	***OK***		***$0.00***
FUND 17 RESERVES (9789) or N/A	$ -			$ -

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

BETWEEN THE San Juan Unified SCHOOL DISTRICT

WITH THE San Juan Teachers Association BARGAINING UNIT (BU)

	First Subsequent Year 2027 - 2028			
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of June 2026 *6/23/2026*	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA				
LCFF Sources (8010-8099)	546,988,507.00	0.00	0.00	546,988,507.00
Remaining Revenues (8100-8799)	202,995,493.00	0.00	0.00	202,995,493.00
TOTAL	**749,984,000.00**	**0.00**	**0.00**	**749,984,000.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	302,492,664.00	13,104,828.02	0.00	315,597,492.02
2000 Classified Salaries	124,412,319.00	0.00	0.00	124,412,319.00
3000 Benefits	239,912,228.00	3,359,879.15	0.00	243,272,107.15
4000 Instructional Supplies	34,351,611.00	0.00	0.00	34,351,611.00
5000 Contracted Services	66,221,091.00	0.00	0.00	66,221,091.00
6000 Capital Outlay	3,992,868.00	0.00	0.00	3,992,868.00
7000 Other	(1,486,080.00)	0.00	0.00	(1,486,080.00)
TOTAL	**769,896,701.00**	**16,464,707.00**	**0.00**	**786,361,408.00**
OPERATING SURPLUS/(DEFICIT)	**(19,912,701.00)**	**(16,464,707.00)**	**0.00**	**(36,377,408.00)**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	7,227,163.00	0.00	0.00	7,227,163.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**(27,139,864.00)**	**(16,464,707.00)**	**0.00**	**(43,604,571.00)**
BEGINNING FUND BALANCE (9791)				
(Pulls from prior year EFB)	191,460,777.00			191,460,777.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	**191,460,777.00**			**191,460,777.00**
ENDING FUND BALANCE (EFB)	**164,320,913.00**	**(16,464,707.00)**	**0.00**	**147,856,206.00**
COMPONENTS OF EFB (above):				
Nonspendable (9711-9719)	322,603.00	0.00	0.00	322,603.00
Restricted (9740)	58,832,321.00	0.00	0.00	58,832,321.00
Committed (9750/9760)	9,339,731.00	0.00	0.00	9,339,731.00
Assigned (9780)	694,414.00	0.00	0.00	694,414.00
Reserve Economic Uncertainties	**15,542,477.28**	**329,294.14**	**0.00**	**15,871,771.42**
Unassigned/Unappropriated (9790)	**79,589,366.72**	**(16,794,001.14)**	**0.00**	**62,795,365.58**
State Minimum Reserves %	***12.24%***	***Meets***		***9.91%***
Are budgets in balance?	***In Balance***			***In Balance***
Did you adjust reserves? s/b $0	$ -	***OK***		$ -
FUND 17 RESERVES (9789) or N/A	$ -			$ -

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:

BETWEEN THE San Juan Unified SCHOOL DISTRICT

WITH THE San Juan Teachers Association BARGAINING UNIT (BU)

Second Subsequent Year 2028 - 2029

	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of June 2026 *6/23/2026*	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA				
LCFF Sources (8010-8099)	560,380,029.00	0.00	0.00	560,380,029.00
Remaining Revenues (8100-8799)	203,586,436.00	0.00	0.00	203,586,436.00
TOTAL	**763,966,465.00**	**0.00**	**0.00**	**763,966,465.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	306,292,574.00	13,222,771.47	0.00	319,515,345.47
2000 Classified Salaries	125,402,541.00	0.00	0.00	125,402,541.00
3000 Benefits	246,071,051.00	3,390,118.07	0.00	249,461,169.07
4000 Instructional Supplies	27,831,506.00	0.00	0.00	27,831,506.00
5000 Contracted Services	67,687,178.00	0.00	0.00	67,687,178.00
6000 Capital Outlay	2,458,086.00	0.00	0.00	2,458,086.00
7000 Other	(1,514,227.00)	0.00	0.00	(1,514,227.00)
TOTAL	**774,228,709.00**	**16,612,890.00**	**0.00**	**790,841,599.00**
OPERATING SURPLUS/(DEFICIT)	**(10,262,244.00)**	**(16,612,890.00)**	**0.00**	**(26,875,134.00)**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	7,270,440.00	0.00	0.00	7,270,440.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**(17,532,684.00)**	**(16,612,890.00)**	**0.00**	**(34,145,574.00)**
BEGINNING FUND BALANCE (9791)	147,856,206.00			147,856,206.00
(Pulls from prior year EFB)				
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	**147,856,206.00**			**147,856,206.00**
ENDING FUND BALANCE (EFB)	**130,323,522.00**	**(16,612,890.00)**	**0.00**	**113,710,632.00**
COMPONENTS OF EFB (above):	*(use whole rounded numbers only)*			
Nonspendable (9711-9719)	322,603.00			322,603.00
Restricted (9740)	52,812,766.00			52,812,766.00
Committed (9750/9760)	4,761,655.00			4,761,655.00
Assigned (9780)	694,414.00	0.00		694,414.00
Reserve Economic Uncertainties	**15,629,982.98**	**332,257.80**	**0.00**	**15,962,240.78**
Unassigned/Unappropriated (9790)	**56,102,101.02**	**(16,945,147.80)**	**0.00**	**39,156,953.22**
State Minimum Reserves %	*9.18%*	*Meets*		*6.91%*
Are budgets in balance?	*In Balance*			*In Balance*
Did you adjust reserves? s/b $0	***$0.00***	***OK***		***$0.00***
FUND 17 RESERVES (9789) or N/A	$ -			$ -

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

BETWEEN THE San Juan Unified SCHOOL DISTRICT

WITH THE San Juan Teachers Association BARGAINING UNIT (BU)

Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

This is not a multi-year agreement on salary, so there are no additional salary increases beyond 2026-27.

Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) (*text pulls into disclosure*):

The District is finalizing budget right-sizing measures expected to improve its fiscal position by more than $11 million annually beginning in 2027-28. These include revenue increases, funding shifts, and ongoing expenditure reductions. Additional enrollment-based staffing reductions are anticipated in 2027-28 and beyond. These adjustments are excluded from this analysis.

Section 12: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. (text pulls into disclosure):

Effective July 1, 2026, the agreement increases each TK-12 salary schedule cell by $5,000. ECE and Adult Education salary schedules increase by 3%. Expanded paid pregnancy disability leave, effective January 1, 2027, aligns with new California requirements under AB 126. Additional provisions include recognition of previously uncredited outside teaching experience and compensation for additional summer workdays for high school athletic directors. Salary and benefits will be reopened for negotiations in 2027-28 and 2028-29.

Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. (text pulls into disclosure):

The District has sufficient ending fund balance to support the proposed agreement. Restricted and unrestricted resources will fund the agreement over all three years. The District anticipates using reserves to support deficit spending during this period, with deficit spending continuing beyond the three-year projections. The District will monitor expenditures and implement necessary budget adjustments to maintain adequate reserves and long-term fiscal sustainability.

BETWEEN THE San Juan Unified SCHOOL DISTRICT

WITH THE San Juan Teachers Association BARGAINING UNIT (BU)

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

			Estimated
(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		$14,550.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		$13,872.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)		***678.00***
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)		***4.89%***
(E)	ADA Increase/(Decrease) from Prior Year as %		***(1.44%)***
	Current year P-2 LCFF funded ADA (greater of PY guarantee or current year)	36,155.31	
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	36,685.02	
(F)	Total LCFF % increase or (decrease) plus ADA % change		***3.44%***
(G)	Indicate Total Settlement Percentage Change from Section 5		***4.76%***

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

Although the 5.46% settlement exceeds the 3.44% LCFF increase, the District is nearing completion of budget right-sizing efforts expected to generate more than $11 million in annual improvements beginning in 2027-28. These ongoing measures will help offset the settlement costs and support fiscal sustainability.

CERTIFICATION

*To be signed by the **District Superintendent AND Chief Business Official** **upon submission to the Governing Board** and by **the Board President** **upon formal Board action** on the proposed agreement.*

***Districts with a Qualified or Negative Certification**: Per Govenment Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review **10 days prior to the board meeting that will ratify the agreement**.*

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

M Bassanelli — 11/4/2026

District Superintendent - signature — *Date*

Joel Ryan — 11/4/2026

Chief Business Official - signature — *Date*

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, November 17, 2026 ***took action to approve the proposed Agreement with the*** San Juan Teachers Association ***Bargaining Unit.***

President, Governing Board - signature — *Date*

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **J.6**

MEETING DATE: **11/17/2026**

SUBJECT: Presentation of Teamsters Local Union No. 150 Contract Successor Proposal to San Juan Unified School District (Thigpen) - 8:55 p.m.

DEPARTMENT: Labor and Government Relations

ACTION REQUESTED:
Discussion: The bargaining interests of the Teamsters Local Union No. 150 are presented for discussion pursuant to Government Code Section 3540 et seq. and district Board Policy 4243.1.

RATIONALE/BACKGROUND:
The board and representatives of the Teamsters Local Union No. 150 have agreed to engage in an interest based, collaborative approach to negotiations. As part of the model of negotiation, the parties identify their respective interests for public sunshining.

ATTACHMENT(S):
1. Teamsters Local Union No. 150 Contract Successor Proposal to San Juan Unified School District

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
N/A

PREPARED BY: Daniel Thigpen, Executive Director, Labor and Government Relations

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

DALE WENTZ | Secretary-Treasurer

TEAMSTERS LOCAL UNION NO. 150

7120 East Parkway, Sacramento, California 95823
TELEPHONE (916) 392-7070 | FAX (916) 392-7675 | EMAIL teamsters@teamsters150.org

Please accept the following as the Teamsters contract successor proposal to be sunshined at the next available Board meeting on behalf of our members. We look forward to productive negotiations that address the needs and interests of our bargaining unit.

Article 6 – Salaries

The Union proposes fair and equitable increases in wages and salaries, including salary schedule increases, range adjustments, differentials, and other compensation necessary to keep Teamster-represented classifications competitive within the region.

The Union further proposes that Teamster-represented employees receive wage and/or monetary improvements comparable to those provided to other District bargaining units.

Article 9 – Vacations

The Union proposes to revise Article 9 regarding the timing of payments.

Article 6.5 – Tool Reimbursement

The Union proposes to revise Article 6.5 to expand reimbursement provisions for mechanics.

Article 13.4 – Pre-Trip Bus Check

The Union proposes to revise Article 13.4 to provide Bus Drivers with a minimum of thirty (30) minutes of paid time to complete required pre-trip inspections and preparations before operating a bus.

Rocio Richards
Teamsters Local 150

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **J.7**

MEETING DATE: **11/17/2026**

SUBJECT: **San Juan Unified School District Initial Bargaining Proposal/Interests for Successor Contract Negotiations with the Teamsters Local No. 150 (Thigpen) - 9:00 p.m.**

DEPARTMENT: Labor and Government Relations

ACTION REQUESTED:
Public Comment/Action: The superintendent is recommending that the board adopt, pursuant to Government Code section 3540 et seq. and district Board Policy 4243.1, the bargaining interests with the Teamsters Local No. 150 (Teamsters).

RATIONALE/BACKGROUND:
The board and representatives of Teamsters have agreed to engage in an interest-based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interests for public sunshining.

ATTACHMENT(S):
1. San Juan Unified School District Initial Bargaining Proposal for Successor Contract with the Teamsters Local No. 150

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026
Board of Education: Teamsters presented their bargaining interests on 11/17/2026

FISCAL IMPACT:
N/A

PREPARED BY: Daniel Thigpen, Executive Director, Labor and Government Relations

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

SAN JUAN UNIFIED SCHOOL DISTRICT (District)
INITIAL BARGAINING PROPOSAL/INTERESTS
FOR SUCCESSOR CONTRACT
WITH THE
TEAMSTERS LOCAL No.150 (Teamsters)

The San Juan Unified School District (District) intends to negotiate the following Articles of the Teamsters Local No. 150 ("Teamsters") Collective Bargaining Agreement for the 2026-29 successor agreement:

Article 1 Recognition

- The district's interest is in continuing a multi-year contract term.

Article 3 Employer/Employee rights

- The district's interest is to review this article for consistency with its other Collective Bargaining Agreements.

Article 6 Salaries

- The district's interests are to attract and retain high-quality employees; balance the district's income and expenditures while maintaining an appropriate level of reserve; and continue developing a shared understanding of total compensation.

Article 7 Fringe Benefits

- The district's interest is to continue dialogue regarding pension plan rates, costs, and their effect on the district's overall budget.
- The district's interest is to provide quality benefits and affordable options for all employees while realizing cost containment for both employees and the district.
- The district's interest is to ensure that employees recognize that benefits are part of an employee's overall compensation program.

Article 9 Vacation

- The district's interest is to review this article for potential inconsistencies in practice.

Article 10 Leaves

- The district's interest is to review this article for opportunities to strengthen or clarify language that supports attendance in the department.

Article 11 Safety

- The district's interest is to explore opportunities within this article to address needs that may not be reflected in current contract language.

Article 13 Transportation-Related Work Conditions

- The district's interest is to explore opportunities within this article to address needs in San Juan Unified that may not be reflected in current contract language.

*****In addition to the specific terms in the articles above, the district's interest is to review all articles for non-substantive clean-up language, as needed, as well as to review for any inconsistencies with updated state or federal laws.***

*****In addition to the specific terms in the articles above, the district's interest is to review all Side Letters of Agreement (SLAs) and Memorandums of Understanding (MOUs) reached since January of 2020.***

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **J.8**

MEETING DATE: **11/17/2026**

SUBJECT: **Revisions to Board Bylaw 9220: Governing Board Elections (Allen) - 9:05 p.m.**

DEPARTMENT: Administration

ACTION REQUESTED:
Discussion: The superintendent is recommending that the board discuss proposed revisions to Board Bylaw 9220: Governing Board Elections. Action anticipated: 12/15/2026.

RATIONALE/BACKGROUND:
Proposed revisions to Board Bylaw 9220: Governing Board Elections reflect changes to state law and adoption of best practices in governance. The proposed changes would:

1. Add clarifying language related to board member qualifications to ensure alignment with state law.
2. Add language on the process for initiating a recall of a board member reflective of current state law.
3. Add language required annual verification that board members maintain residency requirements.

ATTACHMENT(S):
1. Proposed Revisions Board Bylaw 9220

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet 11/09/2026

FISCAL IMPACT:
N/A

PREPARED BY: Trent Allen, APR, Chief of Staff

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

Bylaw 9220: Governing Board Elections

Status: ADOPTED

Original Adopted Date: 06/09/1992 **| Last Revised Date:** ~~10/25/2022~~*TBD* **| Last Reviewed Date:** ~~10/25/2022~~*TBD*

Governing Board election procedures shall be conducted in accordance with the California Education Code and Elections Code.

Board Member Qualifications

Any person is eligible to be a member of the Governing Board if they are 18 years of age or older, a citizen of California, a resident of the school district *and* ~~,~~*the trustee area,* a registered voter, and not legally disqualified from holding civil office. (Education Code section 35107~~; Elections Code section 20~~)

A person is not eligible to be a member of the board if they have been convicted of an offense(s) as specified in law, except when the person has been granted a pardon in accordance with law.

A district employee elected to the board shall resign their employment before being sworn in or shall have their employment automatically terminated upon being sworn into office. (Education Code section 35107)

Additionally, a person duly appointed or elected to the board who holds an incompatible office at the time the board member is sworn in to office as a board member may not continue to serve in the incompatible office, and shall be deemed to have forfeited the incompatible office in accordance with Government Code 1099.

The board encourages all candidates to become knowledgeable about the role of board members. The superintendent or designee shall *offer to* provide all candidates with information that will enable them to understand the responsibilities and expectations of being a board member, including information regarding available workshops, seminars, and/or training. The superintendent or designee shall ~~provide~~ *make available to* all candidates ~~with~~ the county election official's contact information and general information about school programs, district operations, and board responsibilities.

A candidate's residence address, telephone number, and email address recorded with the applicable county election official shall be kept confidential in accordance with state law. (Elections Code 2166.9(b))

Annual Residency Verification

Recognizing the public's right to know that board members continue to meet the qualifications to serve on the board and in an effort to provide transparency, within 30 days prior to the board's Annual Organizational Meeting, each board member must provide verification in the form of at least two (2) documents that they continue to reside within the school district's boundaries and within their respective trustee area. The verification will be made to the superintendent and district's legal counsel.

Board member addresses shall not be made public. Further, the documentation is for verification only and neither the address nor the documentation will be kept on file. Upon verification from all governing board members, and no later than the next regularly scheduled board meeting after the Annual Organizational Meeting, the superintendent shall report whether or not each board member has provided

address verification within the district boundaries and what types of documentation were provided by each.

Acceptable forms of verification would be a current or valid rental and lease agreement, deed or title to residential real property, mortgage statement, home utility bill, property tax bill or statement, or Internal Revenue Service or California Franchise Tax Board tax returns. If a board member is unable to provide at least two (2) documents to verify their residency, they will notify the superintendent as soon as possible to find a reasonable accommodation for verifying residency.

Recalling a Board Member

To commence a recall of a board member, proponents shall serve, file, and publish or post a notice of intention to circulate the recall petition as specified by law and any applicable elections official directives. Additionally, the recall petition shall be in the format provided by the Secretary of State and include, among other things, an estimate of the cost of conducting the special election, as determined by the elections official, in consultation with the district. (Elections Code 11000-11386.)

Within 14 days after the regular meeting at which the board receives a certificate of sufficiency of signatures on a recall petition from an elections official, the board shall order an election to be held to determine whether the board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the board orders the election. However, the election may be conducted within 180 days after the issuance of the board's order to consolidate the election with a regularly scheduled election. (Elections Code 11240-11242)

A recall election of a board member shall be conducted in accordance with Elections Code 11381-11386.

If a recall of a board member is successful, the board member's seat becomes vacant and shall be filled in accordance with Education Code 5090-5095 and Board Bylaw 9223 – Filling Vacancies.

However, a recalled board member may not be appointed to the seat that was vacated by the recall. (Elections Code 11382)

Consolidation of Elections

To reduce costs associated with conducting elections, the board may consolidate board elections with the local municipal or statewide primary or general election in accordance with Elections Code section 1302. *Additionally, if a regularly scheduled board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the board shall take action to consolidate board elections with statewide elections in accordance with Elections Code 14051-14052.*

Whenever a regularly scheduled board election is changed due to consolidation of elections, the terms of office of incumbent board members shall be extended to align with the next applicable election. (Elections Code section 10404.5)

Elections Process and Procedures

For each election, upon receipt of the certified statement of the results of the election from the applicable county elections officials, the board shall declare which individuals have been elected to the board in accordance with law. (Elections Code 15372, 15400)

The declaration shall be transmitted to the county elections official with primary jurisdiction for the district, who shall then issue and deliver a certificate of election to each person elected. (Elections Code 15400-15401)

A board member whose term has expired shall continue to discharge the duties of the office until a successor has qualified by taking the oath of office. (Government Code 1302, 1360)

The district is divided into trustee areas and each trustee area shall be represented by a board member who resides in and is elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.

Prior to March 1, following the year in which the results of each decennial federal census are released, the board shall adjust the boundaries of the district's trustee areas based on population figures as validated by the Population Research Unit of the Department of Finance. (Education Code section 5019.5)

To ensure ongoing compliance with the California Voting Rights Act, the board may review the district's board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the superintendent or designee's report to the board after the release of each decennial federal census.

If the board determines that a change is necessary, it shall hold public hearings in accordance with Elections Code section 10100 before adopting a resolution at an open meeting specifying the change(s), and shall, in accordance with Education Code section 5019, obtain approval from the county committee on school district organization having jurisdiction over the district.

The election method or trustee-area boundaries in effect at the beginning of a board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted by-trustee area election method or trustee area boundaries have been adjusted.

Campaign ~~Conduct~~*Finance*

All candidates, including current board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures. *(Government Code 81000 et seq.)*

A board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the board, provided that the funds are available to all candidates who are qualified pursuant to Education Code section 35107 without regard to incumbency or political preference. (Government Code section 85300)

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

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the board secretary or their designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code section 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code section 13307

Candidates for the board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. The statement may include the name, age, and occupation of the candidate and a brief description, of no more than 200 words, of the candidate's education and qualifications expressed by the candidate himself or herself. However, the governing body of the local agency may authorize an increase in the limitations on words for the statement from 200 to 400 words. (Elections Code section 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The board shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code section 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code section 13307.

Tie Votes in Board Member Elections

Before each election, the board shall decide whether to resolve a potential tie by lot or by a runoff election. (Education Code section 5016)

- If the board has decided to resolve a tie by lot, the board shall, immediately after the election, notify the candidates who received the tie votes of the time and place where the candidates and/or their representatives should appear before the board. The board at that time shall determine the winner by lot.

- If the board has decided to resolve a tie with a runoff election, the board shall schedule the runoff election in accordance with law.

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM: **J.9**

MEETING DATE: **11/17/2026**

SUBJECT: **Set Annual Organizational Meeting (Board) - 9:10 p.m.**

DEPARTMENT: Administration

ACTION REQUESTED:
Action: The superintendent is recommending that the board set Tuesday, December 15, 2026, at 6:30 p.m., as the date and time for the annual organizational meeting.

RATIONALE/BACKGROUND:
Under the provisions of Education Code section 35143, the governing board is required to set an annual organizational meeting in years in which a regular election for governing board members is conducted within a 15-day period that commences with the second Friday in December following the regular election. The period for the 2026 annual organizational meeting is between December 11, 2026, and December 25, 2026. The Sacramento County Office of Education will be notified of the date and time selected.

ATTACHMENT(S):

BOARD COMMITTEE ACTION/COMMENT:
N/A

PREVIOUS STAFF/BOARD ACTION:
Superintendent's Cabinet: 11/09/2026

FISCAL IMPACT:
N/A

PREPARED BY: Stephanie Cunningham, Administrative Assistant, Board of Education

APPROVED BY: Melissa Bassanelli, Superintendent of Schools

SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2026-2027

DECEMBER 15 *(3rd Tuesday)*

Board reception/swearing-in *(before board meeting)*	
Annual Organizational Meeting – A	Board
Data Review: CCI, ELPAC/ELPI, Local Indicators – R	Dale
Math Adoption & Textbook Utilization Update – R	Dale
2025-2026 Audit Report – A	Ryan
2026-2027 First Interim & Budget/Financial Status Report – A	Ryan
Public Hearing No. 2: Options For Youth Charter School Renewal Petition – PH/A [Discussed 09/22/26]	Oaxaca
Public Hearing No. 1: Golden Valley River School Charter Renewal Petition – PH/D	Oaxaca
Tentative Agreement: San Juan Professional Educators Coalition (SJPEC) – A	Thigpen
*New Board Policy 5141.5 Mental Health – A [Discussed 10/27/26 & 11/17/26]	Oaxaca
* Revisions to Board Bylaw 9220 Governing Board Elections – A [Discussed 11/17/26]	Allen
*Resolution: Emergency Contracting – A	Ryan
*Resolution: Authorized Signature - Power to Contract on Behalf of the District – A	Ryan
*Resolution: Delegating Signature Authorization to the Superintendent – A	Ryan
*Minimum Wage Increase (Short Term, Temporary) – A	Henry
*Continued Funding Application CSPP – A	Townsend-Snider

JANUARY 12

Literacy Update – R	Dale
High School Update – R	Schnepp
Commit Fund Balance – A	Ryan
Criteria for PKS Tie Break (Certificated TK-12) – D	Henry
Criteria for PKS Tie Break (Certificated ECE) – D	Henry
Criteria for PKS Tie Break (Certificated Adult Ed) – D	Henry
Public Hearing No. 1: California Montessori Project Charter School Renewal Petition – PH/D	Oaxaca
The Brown Act – D	Gaddis
Annual Policy Review – D	Gaddis
BP 3430 Investing and Debt Management	
BP 5116.1 Intradistrict Open Enrollment	
BP 6145 Extracurricular/Cocurricular Activities	
BP 6020 Parent Involvement	
Williams Complaint Report – R	Gaddis
Revisions to Governance Handbook & Board Bylaw 9250 Remuneration, Reimbursement & Other Benefits–D	Gaddis
*Resolution: CCTR Continued Funding Application Designated Personnel 2027-2028 – A	Townsend-Snider

JANUARY 26

Recognition: 2027 Classified Employees of the Year – A	Henry
Recognition: National School Counseling Week (Feb. 1-5) – A	Schnepp
Recognition: National School Social Work Week (Mar. 7-13) – A	Oaxaca
Multilingual Learner Program Update – R	Oaxaca
Examining Student Screen Time – R	Dale
Public Hearing No. 2: Choices Charter School Renewal Petition – PH/A [Discussed 10/27/26]	Oaxaca
Resolution: Criteria for PKS Tie Break (Certificated TK-12) – A [Discussed 01/12/27]	Henry
Resolution: Criteria for PKS Tie Break (Certificated ECE) – A [Discussed 01/12/27]	Henry
Resolution: Criteria for PKS Tie Break (Certificated Adult Ed) – A [Discussed 01/12/27]	Henry
Revisions to Governance Handbook and BB 9250 Remuneration, Reimbursement & Other Benefits–A [Discussed 01/12/27]	Gaddis
*Annual Policy Review – A [Discussed 01/12/27]	Gaddis
BP 3430 Investing and Debt Management	
BP 5116.1 Intradistrict Open Enrollment	
BP 6145 Extracurricular/Cocurricular Activities	

BP 6020 Parent Involvement

*School Accountability Report Cards (SARCs) – A	Dale
*LCAP Federal Addendum Annual Revision – A	Oaxaca
*Early Head Start/Head Start Budget Mod/Carryover Funds – A	Townsend-Snider

FEBRUARY 9

Mid-Year LCAP Update 2026-2027 – R	Oaxaca
Choices Charter School Mid-Year LCAP Update 2026-2027 – R	Oaxaca
Early Years Education Update – R	Townsend-Snider
Recommendation for Reductions in PKS (Certificated TK-12) – D	Henry
Recommendation for Reductions in PKS (Certificated ECE) – D	Henry
Recommendation for Reductions in PKS (Certificated Adult Ed) – D	Henry
Notice of Intent to Reduce Classified Positions – D	Henry

FEBRUARY 23

Recognition: Arts Education Month (March) – A	Dale
District TK-12 Mathematics Adoption Progress Update – R	Dale
Proposed Revisions to Board Policy 6146.1 High School Graduation Requirements – D	Schnepp
Facilities Master Plan Update – R	Camarda
Resolution: Reductions in PKS (Certificated TK-12) – A [Discussed 02/09/27]	Henry
Resolution: Reductions in PKS (Certificated ECE) – A [Discussed 02/09/27]	Henry
Resolution: Reductions in PKS (Certificated Adult Ed) – A [Discussed 02/09/27]	Henry
Resolution: Notice of Intent to Reduce Classified Positions – A [Discussed 02/09/27]	Henry
Public Hearing No. 2: Golden Valley River School Charter Renewal Petition – PH/A [Discussed 12/15/26]	Oaxaca
2027 CSBA Delegate Assembly Election – A	Board

MARCH 16 *(3rd Tuesday)*

Recognition: Week of the Young Child (Apr. 10-16) – A	Townsend-Snider
Recognition: School Library Month (April) – A	Dale
Adult Education Update – R	Schnepp
New High School Courses – D	Dale
Second Interim Budget Report – R	Ryan
Public Hearing No. 2: California Montessori Project Charter Renewal Petition – PH/A [Discussed 01/12/27]	Oaxaca
*Proposed Revisions to Board Policy 6146.1 High School Graduation Requirements – A [Discussed 02/23/27]	Schnepp

APRIL 13

Recognition: Adult Education Week (Apr. 18-24) – A	Schnepp
Recognition: School Bus Driver Appreciation Day (Apr. 27) – A	Henry
Instructional Materials Adoptions – D	Dale
Transportation Update – R	Camarda
Williams Complaint Report – R	Gaddis
Proposed Board Meeting Dates for 2027-2028 – A	Board
*New High School Courses – A [Discussed 03/16/27]	Dale
*Charter School Lease Amendments – A	Camarda
*Head Start and Early Head Start Grant Application 2027-2028 – A	Townsend-Snider

APRIL 27

Recognition: National Nurses Week and National School Nurse Day (May 6-12 & May 12) – A	Oaxaca
Recognition: California Day of the Teacher (May 12) – A	Henry
Recognition: 2028 Certificated Employees of the Year	Henry
San Juan Youth Voice Advocates – R	Oaxaca
Instructional Technology – R	Dale
*Instructional Materials Adoptions – A [Discussed 04/13/27]	Dale

MAY 11

Recognition: Classified School Employee Week (May 16-22) – A	Henry
Recognition: National Speech Pathologist Day (May 18) – A	Dale
Citrus Heights Schools Update – R	Townsend-Snider
Strategic Plan Update – A	Allen
Hearing Officer's Recommendation-2027 Reduction in Force (if applicable) – A	Gaddis
*Head Start/Early Head Start COLA Funding Allocation 2027-2028 – A	Townsend-Snider
*Adult Education Course Approval – A	Schnepp

MAY 25

Recognition: National Science Bowl (if applicable)	Schnepp
Recognition: Science Olympiad (if applicable)	Schnepp
Recognition: Academic Decathlon (if applicable)	Schnepp
Special Education Update – R	Dale
Public Hearing: SELPA Local Plan Annual Update – A	Dale
High School Cell Phone/Mobile Device Policy – D	Allen
*Facility Lease Amendments – A	Camarda
*Head Start/Early Head Start SETA Grant Resolution 2027-2028 – A	Townsend-Snider

JUNE 8

Public Hearing: LCAP – PH/D	Oaxaca
Public Hearing: LCAP/Choices Charter School – PH/D	Oaxaca
Public Hearing: Adoption of the 2027-2028 Budget – PH/D	Ryan
Public Hearing: Declining Enrollment – PH/D	Ryan
Temporary Interfund Borrowing of Cash – A	Ryan
Cabinet Contracts – A	Gaddis
*Audit Reports for Measures J, N and P – A	Ryan
*CIF Superintendent Designation of Representatives 2027-2028 – A	Schnepp

JUNE 22

California School Dashboard Local Indicators – R	Oaxaca
LCAP – A [Public Hearing 06/08/27]	Oaxaca
Choices Charter School California School Dashboard Local Indicators – R	Oaxaca
LCAP Choices Charter School – A [Public Hearing 06/08/27]	Oaxaca
Adoption of the 2027-2028 Budget – A [Public Hearing 06/08/27]	Ryan
*2026-2027 Actuarial Report OPEB – A	Ryan
*Charter School 2025-2026 Audit Reports (AAT, CMP, GIS, GV, OFY, VIE) – A	Ryan
*School Plans for Student Achievement (SPSAs) – A	Oaxaca
*ECE Program Self-Evaluation for CDE – A	Townsend-Snider

D=discussion; A=action; *=consent; R=report; PC=public comment; PH=public hearing