



**SPRECKELS UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING  
THURSDAY, AUGUST 1, 2024**

**OPEN SESSION: 6:30 p.m., District Office, Board Room**

**CLOSED SESSION: 6:35 p.m., District Office, Conference Room**

**OPEN SESSION: 7:00 p.m., District Office, Board Room**

**AGENDA**

**Public Participation**

Members of the public are welcome to participate in the meetings of the Board. If a member of the public desires to address the Board, that individual needs to complete a speaker request form and indicate if the specific agenda item that they wish to address, or if the item is for general public comment on any item within the subject matter jurisdiction of the Board. Comments on all topics, both those on the agenda and those not on the agenda, will be made at the beginning of the meeting during the time designated for "Individuals desiring to address the Board." General public comments will generally be heard first, followed by comment on specific agenda items. The Board President may limit the time of presentation to three minutes per speaker, per subject, and a maximum of twenty minutes for each subject matter. No action may be taken by the Board on matters not on the agenda unless Government Code 54954 is evoked by the Trustees.

Individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating, or documentation in accessible formats, should contact the Superintendent at least two days before the meeting date

## 1. Opening Business

1.1 Call Public Session to Order

1.2 Roll Call

Chris Hasegawa, President  
Stephanie McMurtrie Adams, Vice President  
Peter Odello, Clerk  
Frank Devine, Member  
Steve McDougall, Member

1.3 Disclosure of item(s) to be discussed in closed session

1. Conference with labor negotiators: Provide direction to district negotiators regarding negotiations with:
  - a. California School Employees Association
  - b. Spreckels Teachers Association
  - c. Unrepresented employees  
(Management/supervisory/confidential)unit
2. Public Employee discipline/dismissal/release/complaint
3. Liability Claims and Potential Litigations

1.4 Public Comment on Closed Session Items

MOTION TO ADJOURN TO CLOSED SESSION

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_

## 2. Closed Session, 6:35 p.m. - 6:55 p.m.

The Board of Trustees will meet to consider matters appropriate for closed session in accordance with Government Code Sections 3549.1, 54956.7 through 54957.7 and Education Code Section 35146.

Note: In the event that all closed session items listed have not been discussed in the time allotted, the closed session will reconvene at the end of open session

MOTION TO RECONVENE TO OPEN SESSION

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_



AYES \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_






## 3. Reconvening to Open Session

- 3.1 Pledge of Allegiance
- 3.2 Adoption of Agenda  
MOTION TO APPROVE THE AGENDA  
BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_  
AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_
- 3.3 Announcement of action(s) taken in closed session (if any)
- 3.4 Recognition
  - Amanda O'Hara - Spreckels Elementary School Principal
- 3.5 Individuals desiring to address the Board (items not on the agenda)
- 3.6 Individuals desiring to address the Board (specific agenda items)
- 3.7 Bargaining unit presentations (five minutes for each):
  - 1. Spreckels Teachers Association
  - 2. California School Employees Association
- 3.8 Board member comments
- 3.9 Oral and written communications
- 3.10 Reports
  - 1. Superintendent
  - 2. Buena Vista Middle School principal
  - 3. Spreckels Elementary School principal
  - 4. SUEF, PTO, BVBC representatives

#### 4. Business

##### Information

- 4.1 Program Updates 10
  - 1. Facilities
  - 2. Food Service
  - 3. Transportation
    - a. [2023-24 Transportation Report.pdf](#) 
  - 4. Technology
- 4.2 [July 2024 Fund Balance Report.pdf](#)  11 - 18

4.3	<a href="#">2024-25 Class Configuration Update 7.25.2024.pdf</a> 	19 - 20
4.4	<a href="#">2023-24 P Annual Attendance Summary.pdf</a> 	21 - 22
<b>Action</b>		
4.5	<p>Resolution #24-25/1 Authorization to file Eligibility Documents and State Facility Applications to the State for New Construction and Modernization Projects under the Leroy F. Greene School Facility Program</p> <p><a href="#">24-25 1 Board Resolution -School Fac Prog SAB 50-03.pdf</a> </p> <p>MOTION TO _____ BY ROLL CALL VOTE RESOLUTION NO. 24-25/1 AUTHORIZATION TO FILE ELIGIBILITY DOCUMENTS AND STATE FACILITY APPLICATIONS TO THE STATE FOR NEW CONSTRUCTION AND MODERNIZATION PROJECTS UNDER THE LEROY F. GREENE SCHOOL FACILITY PROGRAM</p> <p>BY: _____ SECONDED BY: _____</p> <p>___ FRANK DEVINE ___ CHRIS HASEGAWA</p> <p>___ STEVEN MCDOUGALL ___ PETER ODELLO</p> <p>___ STEPHANIE MCMURTRIE ADAMS</p>	23 - 24
4.6	<p>Resolution #24-25/2 Designating Authorized Agent to Sign School Orders for the School Year 2024-25</p> <ul style="list-style-type: none"> <li>• <a href="#">24-25 2 Board Resolution - Authd Signers.pdf</a> </li> </ul> <p>MOTION TO _____ BY ROLL CALL VOTE RESOLUTION #24-25/2 DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS FOR THE SCHOOL YEAR 2024-25</p> <p>BY: _____ SECONDED BY: _____</p> <p>___ FRANK DEVINE ___ CHRIS HASEGAWA</p> <p>___ STEVEN MCDOUGALL ___ PETER ODELLO</p> <p>___ STEPHANIE MCMURTRIE ADAMS</p>	25 - 26
4.7	<p>Resolution #24-25/3 Designating Authorized Agent to Pick Up Accounts Payable and Payroll Checks for the School Year 2024-25</p> <ul style="list-style-type: none"> <li>• <a href="#">24-25 3 Board Resolution - Authd Check Pick up.pdf</a> </li> </ul> <p>MOTION TO _____ BY ROLL CALL VOTE RESOLUTION #24-25/3 DESIGNATING AUTHORIZED AGENT TO PICK UP ACCOUNTS PAYABLE AND PAYROLL CHECKS FOR THE SCHOOL YEAR 2024-25</p>	27 - 28



BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_  
\_\_\_\_FRANK DEVINE \_\_\_\_ CHRIS HASEGAWA  
\_\_\_\_ STEVEN MCDOUGALL \_\_\_\_ PETER ODELLO  
\_\_\_\_ STEPHANIE MCMURTRIE ADAMS

- 4.8 Resolution #24-25/4 Approval of District Representative to Joint Powers Authorities 29

- [24-25 4 Board Resolution - Approval of District Representative to Joint Powers Authorities.pdf](#) 

MOTION TO \_\_\_\_\_ BY ROLL CALL VOTE RESOLUTION #24-25/4 APPROVAL OF DISTRICT REPRESENTATIVE TO JOINT POWERS AUTHORITIES

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_  
\_\_\_\_FRANK DEVINE \_\_\_\_ CHRIS HASEGAWA  
\_\_\_\_ STEVEN MCDOUGALL \_\_\_\_ PETER ODELLO  
\_\_\_\_ STEPHANIE MCMURTRIE ADAMS

- 4.9 Resolution #24-25/5 of the Board of Trustees - The Education Protection Account use of funds 30 - 32

- [24-25 5 Board Resolution - Education Protection Account complete.pdf](#) 

MOTION TO \_\_\_\_\_ BY ROLL CALL VOTE RESOLUTION #24-25/5 OF THE BOARD OF TRUSTEES - THE EDUCATION PROTECTION ACCOUNT USE OF FUNDS

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_  
\_\_\_\_FRANK DEVINE \_\_\_\_ CHRIS HASEGAWA  
\_\_\_\_ STEVEN MCDOUGALL \_\_\_\_ PETER ODELLO  
\_\_\_\_ STEPHANIE MCMURTRIE ADAMS

- 4.10 Resolution #24-25/6 Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with other Elections Occurring on November 5, 2024 33 - 50

- [24-25 6 Board Resolution -School Bond Measure.pdf](#) 

MOTION TO \_\_\_\_\_ BY ROLL CALL VOTE RESOLUTION #24-25/6 ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF SCHOOL BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 5, 2024

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_  
\_\_\_\_FRANK DEVINE \_\_\_\_ CHRIS HASEGAWA

\_\_\_ STEVEN MCDOUGALL \_\_\_ PETER ODELLO  
\_\_\_ STEPHANIE MCMURTRIE ADAMS

## 5. Curriculum/Instruction

### Information




- 5.1 Bullying Prevention Update
- 5.2 8th Grade Trip to Sacramento 51 - 53
- [8th Grade Trip to Sac Contract 2.pdf](#) 

### Action/None

## 6. Personnel

### Information/None

### Action

- 6.1 [6.1 2024-25 Certificated Offers of employment.pdf](#)  54
- MOTION TO \_\_\_\_\_ 2024-25 CERTIFICATED OFFERS  
OF EMPLOYMENT
- BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_
- AYES \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_
- 6.2 [Teacher in Charge Job Description](#)  55 - 57
- MOTION TO \_\_\_\_\_ TEACHER IN CHARGE JOB  
DESCRIPTION (BUENA VISTA AND SPRECKELS ELEMENTARY)
- BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_
- AYES \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_
- 6.3 [2024-2025 Teacher in Charge Salary Schedule](#)  58
- MOTION TO \_\_\_\_\_ 2024-2025 TEACHER IN  
CHARGE SALARY SCHEDULE
- BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_
- AYES \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_

## 7. Administration

### Information

- 7.1 Committees Update



**Action/None****8. Consent Items**






All items under the consent agenda may be discussed and considered separately or may be entered under one motion and action or individually at the Board's prerogative

**Approval of board meeting minutes**

- 8.1 June 18, 2024 special meeting 60 - 66
- [06.18.2024 Board Minutes.pdf](#) 

**Business**

- 8.2 Warrants Listing 67 - 73
- [June 2024 Board Report of Checks.pdf](#) 
  - [July 2024 Board Report of Checks.pdf](#) 

- 8.3 Contracts 74 - 95
- [SES Proposal for Educational Enrichment Program - Casa Cultura.pdf](#) 
  - 2024-25 California School Boards Association annual membership and Gamut Policy services agreement
    - [24-25 CSBA Gamut & Membership Invoices.pdf](#) 
  - 2024-25 Salinas Community YMCA facility use agreement for operation of childcare or day care center
    - [YMCA Agreement 2024-2025.pdf](#) 
  - 2024-25 Monterey County Office of Education Special Education classroom rental agreement
    - [2024-25 MCOE Classroom SES.pdf](#) 
  - 2024-25 EDJOIN services agreement
    - [2024-25 Edjoin Agreement .pdf](#) 

- 8.4 Donation Listing
- None

- 8.5 Surplus Inventory
- None

- 8.6 Personnel 96
- Public Resignation/Retirement/Termination

Name	Assignment	Effective Date
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Adrienne Kemp	SES Aide	7/26/2024
<ul style="list-style-type: none"> <li>Public Employment</li> </ul>		
Name	Assignment	Effective Date
Amanda O'Hara	SES Principal	7/1/2024
April Racana	SES Music Teacher	8/12/2024
Emma Sawaya	BV Teacher	8/12/2024
Jonathan Martinez	SES Teacher	08/12/2024
Adrienne Kemp	SES Teacher	08/12/2024
Rachel Ehuan	SES Teacher	08/12/2024

[8.6 KEMP RESIGNATION.pdf](#) 

MOTION TO APPROVE CONSENT ITEMS

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_

## 9. Future Agenda Items

September 5, 2024 board meeting, District Office @7:00pm

- Subsequent Master Agenda Calendar
- 2024-25 Class Configurations
- Elementary School Transitional Kindergarten Classroom Teacher job description

## 10. Adjournment

MOTION TO ADJOURN

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_

Posted July 26, 2024

## **Summary of Transportation for 2023-24**

We are currently running 3 buses full-time. Bus 3, which has wheelchair accessibility, has a 57-passenger capacity. Bus 1 and 2 have 72 passenger capacity each. Combined passenger capacity for the 3 buses is 201.

If all eligible students rode the bus, we would need to run all 8 buses. 7 of the buses have a 72-passenger seating capacity and one has 57.

District wide we transport on average 228 students based on the a.m. routes.

The breakdown for each site is as follows:

### **Spreckels Elementary – Current Enrollment is 558 (5/9/2024)**

159 students ride the bus or **28%**

50 students walk or **10%**

194 students are Inter District or **35%**

155 students (Car, YMCA or other) or **27%**

**558 Total Students**

### **Buena Vista Middle School – Current Enrollment is 334 (5/9/2024)**

89 students ride the bus or **27%**

40 students walk or **12%**

140 students are Inter District or **42%**

65 students (Car, YMCA or other) or **19%**

**334 Total Students**

### **Total District Enrollment – 892 (5/9/2024)**

247 students ride the bus or **28%**

90 students walk or **10%**

334 students are Inter District or **37%**

220 students (Car, YMCA or other) **25%**

**892 Total Students in the District**

Fund 01 - General Fund		Fiscal Year 2025 through 06/30/2025				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
LCFF Revenue Sources	(8010-8099)	9,899,606.00	(4,691.32)		9,904,297.32	100%
Federal Revenue	(8100-8299)	228,307.00	.00		228,307.00	100%
Other State Revenue	(8300-8599)	1,247,943.00	.00		1,247,943.00	100%
Other Local Revenue	(8600-8799)	1,295,818.00	.00		1,295,818.00	100%
<b>Total Revenues</b>		<b>12,671,674.00</b>	<b>(4,691.32)</b>		<b>12,676,365.32</b>	<b>100%</b>
<b>EXPENDITURES</b>						
Certificated Salaries	(1000-1999)	4,661,017.00	51,033.26	3,537,090.58	1,072,893.16	23%
Classified Salaries	(2000-2999)	1,900,904.00	81,056.79	1,629,240.79	190,606.42	10%
Employee Benefits	(3000-3999)	3,239,826.00	57,552.09	2,171,758.58	1,010,515.33	31%
Books and Supplies	(4000-4999)	458,095.00	11,795.63	177,242.78	269,056.59	59%
Services & Operating Expenses	(5000-5999)	1,526,544.00	148,144.49	413,595.77	964,803.74	63%
Capital Outlay	(6000-6999)	.00	15,371.48	.00	(15,371.48)	0%
Other Outgo	(7100-7299, 7400-7499)	713,209.00	.00	.00	713,209.00	100%
<b>Total Expenditures</b>		<b>12,499,595.00</b>	<b>364,953.74</b>	<b>7,928,928.50</b>	<b>4,205,712.76</b>	<b>34%</b>
<b>Operating Surplus/(Deficit)</b>		<b>172,079.00</b>	<b>(369,645.06)</b>	<b>(8,298,573.56)</b>		
<b>OTHER FINANCING SOURCES/USES</b>						
Interfund Transfers Out	(7600-7629)	173,568.00	.00	.00	173,568.00	100%
<b>Total Other Financing Sources/Uses</b>		<b>(173,568.00)</b>	<b>.00</b>	<b>.00</b>	<b>(173,568.00)</b>	<b>100%</b>
<b>Net Surplus/(Deficit)</b>		<b>(1,489.00)</b>	<b>(369,645.06)</b>	<b>(8,298,573.56)</b>		
<b>Beginning Fund Balance</b>		<b>6,505,195.00</b>	<b>.00</b>	<b>.00</b>		
<b>Net Ending Fund Balance</b>		<b>6,503,706.00</b>	<b>(369,645.06)</b>	<b>(8,298,573.56)</b>		
*** calculated ***						
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		6,503,706.00	.00			
<b>Ending Fund Balance</b>		<b>6,503,706.00</b>	<b>.00</b>			

Fund 08 - Student Activity Revenue Fund			Fiscal Year 2025 through 06/30/2025		
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	7,592.00	.00	.00		
Net Ending Fund Balance	7,592.00	.00	.00		
*** <i>calculated</i> ***					
<b>Components of Ending Fund Balance</b>					
Undesignated/Unappropriated - 9790	7,592.00	.00			
Ending Fund Balance	7,592.00	.00			

Fund 13 - Cafeteria Fund		Fiscal Year 2025 through 06/30/2025				
		Budget	Actual	Encumbrance	Balance	Avail
<b>EXPENDITURES</b>						
Classified Salaries	(2000-2999)	86,941.00	.00	73,597.81	13,343.19	15%
Employee Benefits	(3000-3999)	58,477.00	.00	49,754.34	8,722.66	15%
Books and Supplies	(4000-4999)	16,450.00	.00	4,625.56	11,824.44	72%
Services & Operating Expenses	(5000-5999)	11,700.00	2,404.00	.00	9,296.00	79%
<b>Total Expenditures</b>		<b>173,568.00</b>	<b>2,404.00</b>	<b>127,977.71</b>	<b>43,186.29</b>	<b>25%</b>
<b>Operating Surplus/(Deficit)</b>		<b>(173,568.00)</b>	<b>(2,404.00)</b>	<b>(130,381.71)</b>		
<b>OTHER FINANCING SOURCES/USES</b>						
Interfund Transfers In	(8900-8929)	173,568.00	.00		173,568.00	100%
<b>Total Other Financing Sources/Uses</b>		<b>173,568.00</b>	<b>.00</b>		<b>173,568.00</b>	<b>100%</b>
<b>Net Surplus/(Deficit)</b>		<b>.00</b>	<b>(2,404.00)</b>	<b>(130,381.71)</b>		
<b>Net Ending Fund Balance</b>		<b>.00</b>	<b>(2,404.00)</b>	<b>(130,381.71)</b>		
*** calculated ***						



Fund 14 - Deferred Maintenance Fund		Fiscal Year 2025 through 06/30/2025			
		Budget	Actual	Encumbrance	Balance Avail
<b>REVENUES</b>					
Other Local Revenue	(8600-8799)	100.00	.00		100.00 100%
<b>Total Revenues</b>		<b>100.00</b>	<b>.00</b>		<b>100.00 100%</b>
<b>Operating Surplus/(Deficit)</b>		<b>100.00</b>	<b>.00</b>	<b>.00</b>	
<b>Beginning Fund Balance</b>		<b>8,782.00</b>	<b>.00</b>	<b>.00</b>	
<b>Net Ending Fund Balance</b>		<b>8,882.00</b>	<b>.00</b>	<b>.00</b>	
*** calculated ***					
<b>Components of Ending Fund Balance</b>					
Undesignated/Unappropriated - 9790		8,882.00	.00		
<b>Ending Fund Balance</b>		<b>8,882.00</b>	<b>.00</b>		

Fund 21 - Building Fund		Fiscal Year 2025 through 06/30/2025				
		Budget	Actual	Encumbrance	Balance	Avail
<b>EXPENDITURES</b>						
Books and Supplies	(4000-4999)	.00	.00	39,022.29	(39,022.29)	0%
Services & Operating Expenses	(5000-5999)	.00	.00	5,950.00	(5,950.00)	0%
<b>Total Expenditures</b>		<b>.00</b>	<b>.00</b>	<b>44,972.29</b>	<b>(44,972.29)</b>	<b>0%</b>
<b>Operating Surplus/(Deficit)</b>		<b>.00</b>	<b>.00</b>	<b>(44,972.29)</b>		
<b>Net Surplus/(Deficit)</b>		<b>.00</b>	<b>.00</b>	<b>(44,972.29)</b>		
<b>Net Ending Fund Balance</b>		<b>.00</b>	<b>.00</b>	<b>(44,972.29)</b>		
*** calculated ***						

Fund 25 - Developer Fees		Fiscal Year 2025 through 06/30/2025				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	9,000.00	.00		9,000.00	100%
<b>Total Revenues</b>		<b>9,000.00</b>	<b>.00</b>		<b>9,000.00</b>	<b>100%</b>
<b>EXPENDITURES</b>						
Services & Operating Expenses	(5000-5999)	25,000.00	.00	.00	25,000.00	100%
<b>Total Expenditures</b>		<b>25,000.00</b>	<b>.00</b>	<b>.00</b>	<b>25,000.00</b>	<b>100%</b>
<b>Operating Surplus/(Deficit)</b>		<b>(16,000.00)</b>	<b>.00</b>	<b>.00</b>		
<b>Beginning Fund Balance</b>		<b>315,949.00</b>	<b>.00</b>	<b>.00</b>		
<b>Net Ending Fund Balance</b>		<b>299,949.00</b>	<b>.00</b>	<b>.00</b>		
*** calculated ***						
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		299,949.00	.00			
<b>Ending Fund Balance</b>		<b>299,949.00</b>	<b>.00</b>			

Fund 35 - School Facility Program (Regul			Fiscal Year 2025 through 06/30/2025		
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	329.00	.00	.00		
Net Ending Fund Balance	329.00	.00	.00		
*** <i>calculated</i> ***					
<b>Components of Ending Fund Balance</b>					
Undesignated/Unappropriated - 9790	329.00	.00			
Ending Fund Balance	329.00	.00			

Fund 40 - Special Reserve - Capital Outl		Fiscal Year 2025 through 06/30/2025			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	1,609,436.00	.00	.00		
Net Ending Fund Balance	1,609,436.00	.00	.00		
*** <i>calculated</i> ***					
<b>Components of Ending Fund Balance</b>					
Undesignated/Unappropriated - 9790	1,609,436.00	.00			
Ending Fund Balance	1,609,436.00	.00			

Spreckels Union School District

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51	BVMS		6th	7th	8th		SDC	HI		TOTAL			
52			91	116	117		0	7		331			
53											<u>Released</u>	<u>Pending</u>	
54											<u>New</u>	<u>New</u>	
55	Sixth												
56	Class 1			23							0	0	0
57	Class 2			23									
58	Class 3			23									
59	Class 4			22									
60			91				4 ID Accepted						
61	Seventh												
62	Class 5			29							7	0	7
63	Class 6			29									
64	Class 7			29									
65	Class 8			29									
66			116			14	ID Accepted						
67	Eighth												
68	Class 9				30						5	0	5
69	Class 10				29								
70	Class 11				29								
71	Class 12				29								
72							1 ID Accepted						
73	SDC							0					
74	HI			3	2	2		7					
75								7	TOTAL GE	324			
76									w/Spec Ed	7			
77									TOTAL w/Spec Ed	331			
78													
79													
80													
81													
82													
83													
84													
85													
86	February 6, 2024	Totals	SS-479		BV-320				799		Released Inter-D New	Pending Inter-D New	33
87	March 7, 2024	Totals	SS-487		BV-327				814		16	17	33
88	March 28, 2024	Totals	SS-490		BV-330				820		17	19	36
89	April 26, 2024	Totals	SS-498		BV-330				828		24	16	40
90	June 3, 2024	Totals	SS-524		BV-326				850		30	2	32
91	July 25th, 2024	Totals	SS-538		BV-331				869		24	1	25
92													
93													
94													
95													
96													
97													
98													
99													
100													
101													
102													
103													
104													

SUSD								
2023-24 Period - Annual								
TK/K			Grades 4-6			Grades 7-8		
REGULAR ADA								
includes Home and Hospital, and Special Day Class								
Grade	ADA		Grade	ADA		Grade	ADA	
TK	14.220		4	28.320		7ADA	109.310	
TK	15.470		4	27.310				
			4	28.690		8ADA	107.290	
K	23.790							
K	22.620		5	24.040				
K	23.410		5	22.480				
SDC K	0.920		5	22.950				
			5	22.770				
1	19.790		SDC5	0.890				
1	21.180							
1	21.050		6ADA	95.470				
1	19.120							
SDC 1	1.330							
2	27.070							
2	27.320							
2	28.030							
SDC 2	0.810							
3	27.930							
3	26.730							
3	26.680							
SDC3	0.000							
	347.470			272.920			216.600	
entered as	347.48			272.93			216.60	
TK/K			Grades 4-6			Grades 7-8		
Special Education NPS								
	0.850			0.470			0.090	
TK/K			Grades 4-6			Grades 7-8		
Special Education NPS - ESY								
TOTAL TO SARC								
SES	620.390	95.470	524.920	524.92				
BVMS	216.600	95.470	312.070	312.07				
			total	836.99				

836.990  
837.01

1.41



## Attendance School District

## Record Information

## Entity Information

County: Monterey  
District: Spreckels Union Elementary  
CDS Code: 27 66225 0000000  
Data ID: 656C9B7B

## Details

Last Saved By: [lburchette2](#)  
Last Saved Date: 7/15/2024 11:53:05 AM  
Last Validation By: [lburchette2](#)  
Last Validation Date: 7/15/2024 11:53:51 AM

## Validation Information

Number of Records: 1  
Number of Errors: 0  
Number of Warnings: 0  
Passed Data Validation: Yes

## Certification Information

Approved for Transfer to CDE

School District: [lburchette2](#) - 7/15/2024 11:56:02 AM  
County Office of Education: [Bjiana@T](#) - 7/15/2024 12:07:32 PM

[View Certification](#)[Regular ADA](#) [Other](#) [Prior Year ADA Adjustments](#) [Notes](#)

## Regular ADA

Data ID

Does the school district have Transitional Kindergarten (TK) ADA to report?

YES (include TK ADA on Line A-1 and report TK ADA only on Line B-5)

NO

## Regular ADA

Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)

Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)

Special Education - Nonpublic, Nonsectarian Schools [EC 56306 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Childrens Institutions

Extended Year Special Education - Nonpublic, Nonsectarian Schools [EC 56306 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Childrens Institutions (Divisor 175)

Community Day School [EC 48800] (Divisor 70/135/180)

ADA Totals (Sum of A-1 through A-5)

	656C9B7B			
A-0				
A-0a	<input checked="" type="checkbox"/>			
A-0b	<input type="checkbox"/>			
	TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12
A-1	347.48	272.93	216.6	0
A-2	0.85	0.47	0.09	0
A-3	0	0	0	0
A-4	0	0	0	0
A-5	0	0	0	0
A-6	348.33	273.4	216.69	0

[Save](#) [Cancel](#) [Delete](#)[Regular ADA](#) [Other](#) [Prior Year ADA Adjustments](#) [Notes](#)

## Other

## Independent Study

Full-Time Traditional Independent Study ADA, pursuant to EC 51747, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens

Full-Time Traditional Independent Study ADA not eligible for general funding, pursuant to EC 51745.8, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens

Course Based Independent Study ADA, pursuant to EC 51749.5, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens

Course Based Independent Study ADA not eligible for general funding, pursuant to EC 51745.8, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens

## Transitional Kindergarten

2023-24 school year: only students who turn 5 between September 2nd and April 2nd may generate ADA beginning the first day of the school year. Exclude ADA for students turning 5 between April 3rd and the end of the school year until their 5th birthday.

ADA for Students in Transitional Kindergarten pursuant to EC 46300 and 48000(c) included in Section A (Lines A-1 through A-5, TK/K-3 Column, First Year ADA Only)

## Continuation Education and Opportunity Classes

ADA for Students in Continuation Education included in Section A (Line A-1, Grades 9-12 Column)

ADA for Students in Opportunity Classes included in Section A (Line A-1, Total Column)

	TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
B-1	0	0	0	0	0
B-2	0	0	0	0	0
B-3	0	0	0	0	0
B-4	0	0	0	0	0
B-5	29.69				29.69
B-6				0	0
B-7					0

[Save](#) [Cancel](#) [Delete](#)

# **Spreckels Union School District**

Eric Tarallo, Superintendent

## **RESOLUTION NO. 24-25/1**

### **AUTHORIZATION TO FILE ELIGIBILITY DOCUMENTS AND STATE FACILITY APPLICATIONS TO THE STATE FOR NEW CONSTRUCTION AND MODERNIZATION PROJECTS UNDER THE LEROY F. GREENE SCHOOL FACILITY PROGRAM**

**WHEREAS,** the Governing Board of the Spreckels Union School District (District) has established the capacity of the schools under the State School Facility Program (SFP) standards (SB 50) and desires to participate in the SFP;

**WHEREAS,** the Governing Board has eligibility for modernization of school facilities that are over 25/20 years of age for permanent and portable facilities; and

**WHEREAS,** the District must obtain approval from the State Allocation Board for its eligibility for purposes of obtaining State funds for new construction and modernization projects;

**WHEREAS,** the Board designates Eric Tarallo and Bernard V Burchette II to represent the District's interest in all matters related to funding from the State School Facility Program (SFP).

**NOW, THEREFORE BE IT RESOLVED** the Spreckels Union School District Board of Education does hereby include this resolution as authorized under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq. of the Education Code as part of the eligibility determination and applications for the new construction and modernization projects, designates Eric Tarallo and Bernard V Burchette II as the Authorized District Representatives, authorizes submission of the required documents to establish eligibility and file applications including SAB 50-01, 50-02, 50-03, and 50-04 forms, and certifies that the following information to be true as required conditions for receiving State School Facility funding:

The District will establish a Restricted Maintenance Account for exclusive purpose of providing ongoing and major maintenance of school buildings and will develop an on-going and major maintenance plan that complies with the provisions of Education Code Section 17070.75 (Refer to Regulation Sections 1859.100 through 1859.102); and

The District has considered the feasibility of the joint use of land and facilities with other governmental agencies in order to minimize school facility costs; and

The District will comply with all laws pertaining to the construction or modernization of its school building; and

Facilities to be modernized have not been previously modernized with Lease-Purchase Program or School Facility Program state funds; and

All contracts entered on or after August 27, 1998, for the service of any architect structural engineer or other design professional for any work under the project have been obtained pursuant to a competitive process that is consistent with the requirements of Chapter 10 (commencing with Section 4525) of Division 5, of Title 1, of the Government Code; and

The District will receive a written approval of the site, the plans and specification for the project from the California Department of Education (CDE) or the District will comply with the standard set forth by the CDE unless the request is for a separate design apportionment; and

The District will receive written approval of the plans and specification from the Division of the State Architect unless the request is for a separate design apportionment.

If the District is requesting site acquisition funds as part of the project applications, the District will comply with Regulations Sections 1859.74 through 1859.75; and

The District understands that the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 18 months of receipt of any funding shall be cause for the rescission of the unexpended funds (Refer to Regulation Section 1859.105; and

The District understands that funds not released within 18 months of apportionment shall be rescinded and the application shall be denied (Refer to Regulation Section 1859.90); and

All school facilities purchased or newly constructed under the project for use by pupils who are individuals with exceptional needs, as defined in Education Code Section 56026, shall be designed and located on the school site so as to maximize interaction between those individuals with exceptional needs and other pupils or appropriate to the needs of both.

**Passed and adopted** by the Governing Board of Spreckels Union School District on the 4<sup>th</sup> day of November 2021 by the following roll call vote:

_____ Chris Hasegawa	_____ Frank Devine
_____ Steve McDougall	_____ Stephanie McMurtrie Adams
_____ Peter Odello	

I hereby certify that the foregoing resolution was passed and adopted by the Board of Trustees of the Spreckels Union School District and has been entered into the minutes of said Board of Trustees.

ADOPTED: \_\_\_\_\_  
Date Peter Odello, Clerk of the Board

**RESOLUTION OF THE BOARD OF TRUSTEES:**

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN  
SCHOOL ORDERS FOR THE SCHOOL YEAR, 2024-25**

**RESOLUTION NO. 24-25/2**

**BE IT RESOLVED**, by the Governing Board of the Spreckels Union School District that, pursuant to provisions of Education Code Section 42632,

Those parties listed below be authorized and hereby empowered to sign any and all orders in the name of said District, drawn on the funds of said District.

**BE IT FURTHER RESOLVED** that these motions shall stand and that all additions and deletions shall be submitted in writing to the Monterey County Office of Education.

**PASSED AND ADOPTED** by the Governing Board of Spreckels Union School District on the 1st day of August, 2024 by the following roll call vote:

_____ Frank Devine	_____ Chris Hasegawa
_____ Steve McDougall	_____ Stephanie McMurtrie Adams
_____ Peter Odello	

I hereby certify that the foregoing resolution was passed and adopted by the Board of Trustees of the Spreckels Union School District and has been entered into the minutes of said Board of Trustees.

ADOPTED: \_\_\_\_\_  
Date Peter Odello, Clerk of the Board

**Signatures of Authorized Persons:  
As of 07/01/2024**

**Spreckels Union School District**

**27-66225**

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Chris Hasegawa  
President, Board of Trustees

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Eric Tarallo  
Superintendent

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Bernard Burchette  
Chief Business Official/

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Monica Valero  
Executive Administrative Assistant/  
Human Resources Coordinator

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Andy Brodehl  
Director of Facilities

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Amanda O'Hara  
Principal, Spreckels Elementary School

**RESOLUTION OF THE BOARD OF TRUSTEES:**

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO PICK UP ACCOUNTS  
PAYABLE AND PAYROLL CHECKS FOR THE SCHOOL YEAR, 2024-25**

**RESOLUTION NO. 24-25/3**

**BE IT RESOLVED**, by the Governing Board of the Spreckels Union School District that, pursuant to provisions of Education Code Section 42632,

Those parties listed below be authorized and hereby empowered to pick up accounts payable and payroll checks in the name of said District, drawn on the funds of said District.

**BE IT FURTHER RESOLVED** that these motions shall stand and that all additions and deletions shall be submitted in writing to the Monterey County Office of Education.

**PASSED AND ADOPTED** by the Governing Board of Spreckels Union School District on the 1st day of August, 2024 by the following roll call vote:

_____ Frank Devine	_____ Chris Hasegawa
_____ Steve McDougall	_____ Stephanie McMurtrie Adams
_____ Peter Odello	

I hereby certify that the foregoing resolution was passed and adopted by the Board of Trustees of the Spreckels Union School District and has been entered into the minutes of said Board of Trustees.

ADOPTED: \_\_\_\_\_  
Date Peter Odello, Clerk of the Board

**Signatures of Authorized Persons:  
As of 07/01/2024**

**Spreckels Union School District**

**27-66225**

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Chris Hasegawa  
President, Board of Trustees

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Eric Tarallo  
Superintendent

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Bernard Burchette  
Chief Business Official

---

Jennifer Pollock  
District Administrative Assistant

---

Monica Valero  
Executive Administrative Assistant

---

Noreen O'More  
Accountant Assistant

# Spreckels Union School District

Eric Tarallo, Superintendent

## RESOLUTION OF THE BOARD OF TRUSTEES APPROVAL OF DISTRICT REPRESENTATIVE TO JOINT POWERS AUTHORITY RESOLUTION No. 24-25/4

**WHEREAS**, it is necessary for the effective administration of Spreckels Union School District that the District have two representatives (one primary and one alternate) to the Board of Directors of those Joint Powers Authorities in which the District participates; and

**WHEREAS**, Spreckels Union School District belongs to two (2) Joint Powers Authorities which administer respectively, Workers' Compensation Benefits and Property & Liability Insurance.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Trustees of Spreckels Union School District do authorize the following individuals to represent the best interests of the District in the following Joint Powers Authorities:

- Monterey Educational Risk Management Authority (Workers' Compensation):  
Primary: Bernard Burchette  
Alternate: Monica Valero
- Monterey/San Benito County Joint Powers Authority (Property & Liability):  
Primary: Bernard Burchette  
Alternate: Monica Valero

**Passed and adopted** by the Governing Board of Spreckels Union School District on the 1st day of August, 2024 by the following roll call vote:

\_\_\_\_\_ Frank Devine      \_\_\_\_\_ Chris Hasegawa  
\_\_\_\_\_ Steve McDougall      \_\_\_\_\_ Stephanie McMurtrie Adams  
\_\_\_\_\_ Peter Odello

I hereby certify that the foregoing resolution was passed and adopted by the Board of Trustees of the Spreckels Union School District and has been entered into the minutes of said Board of Trustees.

ADOPTED: \_\_\_\_\_  
Date \_\_\_\_\_ Peter Odello, Clerk of the Board



## RESOLUTION OF THE BOARD OF TRUSTEES THE EDUCATION PROTECTION ACCOUNT

### RESOLUTION No. 24-25/5

**Whereas**, the voters approved Proposition 30 on November 6, 2012;

**Whereas**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

**Whereas**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

**Whereas**, before June 30<sup>th</sup> of each year, the Chief Business Official shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

**Whereas**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

**Whereas**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

**Whereas**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

**Whereas**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

**Whereas**, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

**Whereas**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

**Whereas**, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

**Whereas**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

**Whereas**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**Now, therefore, be it resolved:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Spreckels Union School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Spreckels Union School District has determined to spend the monies received from the Education Protection Act as attached.

**Passed and adopted** by the Governing Board of Spreckels Union School District on the 1st day of August 2024, by the following roll call vote:

_____ Frank Devine	_____ Chris Hasegawa
_____ Steve McDougall	_____ Stephanie McMurtrie Adams
_____ Peter Odello	

I hereby certify that the foregoing resolution was passed and adopted by the Board of Trustees of the Spreckels Union School District and has been entered into the minutes of said Board of Trustees.

ADOPTED: \_\_\_\_\_  
Date \_\_\_\_\_ Peter Odello, Clerk of the Board

## 2023-24 Educational Protection Account (EPA) Use of Funds

For the Period Ending June 30, 2023

Beginning Balance \$ 1,344,654.00

### LESS:

1100 Certificated Salaries \$ (977,015.81)  
 3101 STRS \$ (171,650.88)  
 3201 PERS - Certificated \$ (13,254.95)  
 3301 FICA/Medicare \$ (17,400.07)  
 3401 Health & Welfare \$ (151,663.19)  
 3501 SUI \$ (488.13)  
 3601 Worker's Compensation \$ (13,180.97)

Ending Balance \$ (0.00)

### Journal Entry

Account Number										AMOUNT	
										DEBIT	CREDIT
xx	xxxx	x	xxxx	xxxx	xxxx	xx	xxx	xxxx	xxxx		
FUND	RESOURCE	Prj YR	GOAL	FUNCTION	OBJECT	SubObj	Site	Local 1	Mgmt		
01	1400	0	1110	1000	1100	00	200	0000	0000	977,015.81	
01	1400	0	1110	1000	3101	00	200	0000	0000	171,650.88	
01	1400	0	1110	1000	3201	00	200	0000	0000	13,254.95	
01	1400	0	1110	1000	3301	00	200	0000	0000	17,400.07	
01	1400	0	1110	1000	3401	00	200	0000	0000	151,663.19	
01	1400	0	1110	1000	3501	00	200	0000	0000	488.13	
01	1400	0	1110	1000	3601	00	200	0000	0000	13,180.97	
01	0000	0	1110	1000	1100	00	200	0000	0000		977,015.81
01	0000	0	1110	1000	3101	00	200	0000	0000		171,650.88
01	0000	0	1110	1000	3201	00	200	0000	0000		13,254.95
01	0000	0	1110	1000	3301	00	200	0000	0000		17,400.07
01	0000	0	1110	1000	3401	00	200	0000	0000		151,663.19
01	0000	0	1110	1000	3501	00	200	0000	0000		488.13
01	0000	0	1110	1000	3601	00	200	0000	0000		13,180.97

**TOTAL: \$1,344,654.00 \$1,344,654.00**

**RESOLUTION OF THE BOARD OF TRUSTEES:**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE SPRECKELS UNION  
SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE  
ISSUANCE OF SCHOOL BONDS, ESTABLISHING SPECIFICATIONS OF THE  
ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER  
ELECTIONS OCCURRING ON NOVEMBER 5, 2024**

**RESOLUTION NO. 24-25/6**

**WHEREAS**, the Spreckels Union School District (the "District") in Monterey County (the "County"), State of California (the "State"), is committed to providing quality education to its students; and

**WHEREAS**, our local elementary and middle schools are aging and in urgent need of basic repairs and upgrades, to improve learning environments and provide safe and healthy classrooms such as repairing leaking roofs and decaying walls; plumbing, bathrooms, and gas lines at aging local schools; and

**WHEREAS**, the District is committed to keeping students and teachers safe and must improve school security and emergency communications systems, add safety lighting, automatic door locks, security cameras, and other up-to-date security measures,

**WHEREAS**, funds from this measure will upgrade earthquake and fire safety systems and continue to provide safe drinking water; and

**WHEREAS**, repairing and upgrading our local schools will help retain and attract quality teachers during a national and State-wide teacher shortage, ensure students can learn in a classroom that is safe and clean, and provide students with a well-rounded education; and

**WHEREAS**, this measure provides local funds that are guaranteed for local school needs and cannot be taken by the County or State government, and help the District qualify for state matching funds; and

**WHEREAS**, all funds from this measure are guaranteed for local school needs and cannot be taken by the County or State government, help the District qualify for state matching funds, and benefit both the elementary and middle school; and

**WHEREAS**, this local education bond measure includes strict fiscal safeguards including public disclosure of all spending, annual independent financial and performance audits, and oversight of all spending by an independent committee of citizens – and no money will go to administrators salaries; and

**WHEREAS**, the District has undertaken a facilities assessment and master planning process to provide a roadmap for making future improvements at schools across the District; and

**WHEREAS**, a local funding source is needed to enable the District to provide said facilities for its present and future students; and

**WHEREAS**, the Board of Trustees of the District (the “Board”) has determined that it is necessary to address the foregoing concerns, among others, to ensure that its schools are upgraded, repaired, improved and equipped; and

**WHEREAS**, Article XIII A of the California Constitution (“Article XIII A”) allows for the levy of *ad valorem* property taxes for the payment of bonded indebtedness of a school district, community college district or county office of education approved by at least 55 percent of the voters voting on such proposition; and

**WHEREAS**, in order to address the facilities needs of the District as described herein, in the judgment of the Board, it is advisable to call an election pursuant to the Strict Accountability in Local School Construction Bond Act of 2000, being California Education Code Section 15264 and following (the “Strict Accountability Act”) and to submit to the electors of the District the question whether bonds of the District shall be issued and sold pursuant to the authority of Article XVI Section 18 of the California Constitution and Article XIII A (together with the Strict Accountability Act, the “Law”) for the purposes authorized by the Law and as described in Appendix A hereto (the “Full Text of the Bond Measure”); and

**WHEREAS**, in developing the facilities projects set forth in the Full Text of the Bond Measure, in accordance with the Law the Board has evaluated safety, class size reduction, and information technology needs of the District; and

**WHEREAS**, a measure presented to District voters pursuant to the Law will have transparency in spending in the form of annual independent financial and performance audits, and independent citizens oversight and public reporting; and

**WHEREAS**, under the Strict Accountability Act, the election may be ordered at a primary or general election, a regularly scheduled local election at which all of the electors of the District are entitled to vote, or a statewide special election, upon a two-thirds vote of the Board; and

**WHEREAS**, the Board wishes to call an election in the District pursuant to the Law on November 5, 2024, which is the date of the statewide general election,

and pursuant to Education Code Section 15121 and Elections Code Section 10400 and following, to request consolidation with any and all other elections held in the District on such date, and to request the Monterey County Registrar of Voters (the “County Registrar”) to perform election services for the District; and

**WHEREAS**, in connection with the calling of a bond election and in accordance with Education Code Section 15100 subparagraph (c), the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the Monterey County Assessor; and

**WHEREAS**, the District has prepared a Tax Rate Statement in the form attached as Appendix C hereto to provide voters with information about estimated tax rates and other factors in accordance with Elections Code Section 9400 and following; and

**WHEREAS**, pursuant to United States Income Tax Regulations Section 1.150-2, the Board wishes to declare its official intention at this time that if the measure submitted to voters hereunder is successful and bonds are issued pursuant to such measure, that it intends to reimburse from said bond proceeds any expenditures made by the District prior to the date of issuance of said bonds for the purposes described in the measure;

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SPRECKELS UNION SCHOOL DISTRICT DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct.

**Section 2. Call for Election.** The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the maximum principal amount of \$27,000,000 for the purposes described in the ballot measure approved under Section 4 and attached hereto as Appendix A (Full Text of Bond Measure) and Appendix B (Abbreviated Text of Bond Measure), and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the “specifications of the election order” pursuant to Education Code Section 5322.

**Section 3. Election Date.** The date of the election shall be November 5, 2024, and such bond election shall be held solely within the boundaries of the District. The boundaries of the District have not changed since the District’s last election.

**Section 4. Purpose of Election; Ballot Measure.** The purpose of the election shall be for the voters in the District to vote on a bond measure, a full copy of which is attached hereto as Appendix A and marked “Appendix A – Full Text of

Bond Measure,” containing the question of whether the District shall issue general obligation bonds for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of Section 15272 of the Strict Accountability Act. The Full Text of the Bond Measure, which commences with the heading “FULL TEXT OF BOND MEASURE” and includes all of the text thereafter on Appendix A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure by the County elections official.

As required by Education Code Sections 5322 and 15122, Elections Code Section 13247, and in accordance with Elections Code Section 13119, the abbreviated statement of the measure to appear on the ballot is attached hereto as Appendix B and is marked as “Appendix B – Abbreviated Form of Bond Measure.” The abbreviated form of the measure is merely an abbreviation of the Full Text of the Bond Measure and is subject to a word count limitation of seventy-five words or less. The Board urges voters to review the Full Text of the Bond Measure and the Tax Rate Statement (see Section 11) to obtain a complete understanding of the terms of the measure including the financial projections and estimates upon which the measure is based.

The President of the Board and the Superintendent are hereby separately authorized and directed to make any changes to the text of the bond measure as described herein to conform to any requirements of the Law or the County Registrar, to changes in applicable legal provisions, to address word count limitations, and upon the advice of its legal counsel. Any such changes shall be directed in writing by the Superintendent to the County Registrar.

**Section 5. Authority for Election.** The authority for ordering the election is contained in Section 15264 *et. seq.* of the Education Code, Article XVI Section 18(b) of the California Constitution and paragraph (b) subsection (3) of Article XIII A. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

**Section 6. Proceeds for School Facilities Projects.** The Board certifies that the proceeds from the sale of the bonds will be used only for the purposes specified in Article XIII A, Section 1(b)(3) as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Further, as required by Article XIII A, the Board hereby certifies that it has evaluated safety, class size and information technology needs in developing the list of school facilities projects set forth in Appendix A.

**Section 7. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures.** As required by Article XIII A, Section 15278 of the Strict Accountability Act, and Government Code Section 53410, in the event 55 percent of the voters voting in the District approve of the Bonds, the Board shall:

- (a) conduct an annual, independent performance audit to ensure that the funds have been expended only on the projects listed in Appendix A;
- (b) conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for the school facilities projects listed in Appendix A;
- (c) establish and appoint members to an independent citizens' oversight committee in accordance with Sections 15278, 15280, and 15282 of the Strict Accountability Act;
- (d) apply the Bond proceeds only to the specific purposes stated in the ballot proposition;
- (e) cause the creation of accounts into which bond proceeds shall be deposited; and
- (f) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

**Section 8. State Matching Funds.** The Board hereby finds that some of the projects identified on the Full Text of the Bond Measure may require state matching funds for completion. As such, the statement required by Education Code Section 15122.5 has been included in the Full Text of the Bond Measure attached hereto which shall be reproduced in the sample ballot. The Board will prioritize the facilities projects and cannot guarantee that funds raised by this measure and state matching funds, if such funds become available, will be sufficient to address each of the identified projects.

**Section 9. Delivery of this Resolution.** The Clerk of the Board is hereby directed to send a copy of this Resolution to (1) the County Registrar, and (2) the Monterey County Clerk of the Board of Supervisors (the "Clerk of the Board") for purposes of consolidation pursuant to Elections Code Section 10403. The Resolution shall be received by the County Registrar and the Clerk of the Board no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrar is hereby requested to print the Full Text of the Bond Measure in the ballot materials as it appears on Appendix A hereto and to provide all required notices of the election and other notices related thereto. With respect to the Tax Rate Statement attached as Appendix C, in accordance with Elections Code Section 9405, the Board of Trustees adopts the procedures identified in said Section.



**Section 10. Consolidation of Election; Request to Provide Services.** The County Registrar and the Monterey County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024 within the District.

Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Monterey County is requested to permit the County Registrar to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse Monterey County in full upon presentation of a bill from the County, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and Tax Rate Statement (described in Section 9401 of the Elections Code).

**Section 11. Approval of Tax Rate Statement.** Pursuant to Elections Code Section 9400 and following, a Tax Rate Statement has been prepared in the form attached hereto as Appendix C, which form of Tax Rate Statement is hereby approved for inclusion in the sample ballot. The President of the Board, the Superintendent, or any written designee of the foregoing, are hereby separately authorized and directed to execute the Tax Rate Statement, and to file said Statement with the County Registrar.

**Section 12. Ballot Arguments.** As provided in Elections Code Section 9501, any and all members of this Board or an individual voter who is eligible to vote on the measure, or bona fide association of citizens, or a combination of such voters and associations are hereby authorized, at their option, to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument, each of which if filed shall be filed within the time frame established by the County Registrar.

**Section 13. Maturity Limit of Bonds.** The Bonds may be issued in one or more series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of such issuance thereof. The Bonds shall be issued under the Strict Accountability Act, under the provisions of Section 53506 *et seq.* of the California Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by school districts.

**Section 14. Estimates Included in Ballot Materials.** The measure authorized by this Resolution includes information presented to voters with respect to the estimated amount of money required to repay issued bonds, the estimated rate of the approved tax per \$100 and/or \$100,000 of assessed valuation (*ad valorem* tax), and the estimated duration through which the proposed tax supporting bond repayment will be levied and collected, among others. Any such estimates have been provided by the District in good faith based upon information currently available to the District, but depend on numerous variables which are subject to

variation and change over the term of the District's overall facilities and bond financing plan. Such estimates and approximations are not intended by the Board, and shall not be interpreted or construed as additional restrictions on the District's bond program, bond issuances and related tax rate, and, other than the total principal amount of bonds authorized to be issued by the bond measure, do not represent legal maximums or additional limitations beyond applicable legal requirements. Furthermore, the abbreviated and condensed statement of the bond measure set forth in Appendix B, limited by State law to 75 words or less, does not limit the scope and complete meaning provided in the Full Text of Bond Measure, set forth in Appendix A.

**Section 15. Engagement of Professional Services.** The firm of Isom Advisors, A Division of Urban Futures, Inc. is hereby designated to act as financial advisor to the District, and the firm of Jones Hall, A Professional Law Corporation, is hereby designated as bond counsel to the District, in connection with the election proceedings authorized under this Resolution and the issuance of any bonds in the event such election is approved by the requisite percentage of voters. Said firms shall be engaged upon the terms and conditions upon which they have been engaged in connection with prior general obligation bond issues of the District.

**Section 16. Official Actions.** The President of the Board, the Superintendent and the Assistant Superintendent of Business Services are hereby separately authorized and directed to execute and deliver to County officials any directions, requisitions or other writings, and to make any changes to the texts of the measure as described herein and in the Tax Rate Statement, to conform to any legal requirements or the County Registrar, in order to cause the election to be held and conducted in the District.

**Section 17. Effective Date.** This resolution shall take effect on and after its adoption.

**PASSED AND ADOPTED** by the Governing Board of Spreckels Union School District on the 1st day of August, 2024 by the following roll call vote:

\_\_\_\_\_ Frank Devine                      \_\_\_\_\_ Chris Hasegawa

\_\_\_\_\_ Steve McDougall                      \_\_\_\_\_ Stephanie McMurtrie Adams

\_\_\_\_\_ Peter Odello

I hereby certify that the foregoing resolution was passed and adopted by the Board of Trustees of the Spreckels Union School District and has been entered into the minutes of said Board of Trustees.

ADOPTED: \_\_\_\_\_  
Date Peter Odello, Clerk of the Board

## APPENDIX A

### FULL TEXT OF BOND MEASURE

*The full text of bond measure to be printed in the election material begins below the following line.  
Letter designation of measure shall be assigned and input by the County Registrar.*

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### SPRECKELS UNION SCHOOL DISTRICT MEASURE \_\_\_\_ FULL TEXT OF MEASURE

#### BOND AUTHORIZATION

By approval of this measure by at least 55 percent of the registered voters voting on the measure, the Spreckels Union School District will be authorized to issue and sell bonds of up to \$27,000,000 in aggregate principal amount at interest rates not to exceed legal limits and to provide financing for the specific types of school facilities projects listed in the Bond Project List described below, subject to all the accountability requirements specified below.

#### ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in the District may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of the District will be in compliance with the requirements of Article XIII A, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

**Evaluation of Needs.** The School Board hereby certifies that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List shown below.

**Independent Citizens' Oversight Committee.** Following approval of this measure, the School Board will establish an Independent Citizens' Oversight Committee, under Education Code Sections 15278 and following, to ensure bond proceeds are expended only on the types of school facilities projects listed below. The Oversight Committee will be established within 60 days of the date when the results of the election appear in the minutes of the School Board. No employee or official of the District and no vendor, contractor or consultant of the District shall be appointed to the Oversight Committee.

**Performance Audits.** The School Board will conduct annual, independent performance audits to ensure that the bond proceeds have been expended only on the school facilities projects listed below.

**Financial Audits.** The School Board will conduct annual, independent financial audits of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed below.

**Government Code Accountability Requirements.** As required by Section 53410 of the Government Code, (1) the specific purpose of the bonds is set forth in this Full Text of the Bond Measure, (2) the proceeds from the sale of the bonds will be used only for the purposes specified in this measure, and not for any other purpose, (3) the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the Monterey County Treasurer, as required by the California Education Code, and (4) the Superintendent of the District shall cause an annual report to be filed with the Board of Trustees of the District each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

## **NO TEACHER OR ADMINISTRATOR SALARIES**

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes specified in Article XIII A, Section 1(b)(3), those being for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and the acquisition or lease of school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

## **STATE MATCHING FUNDS**

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure.

## **INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT**

Voters are informed that any estimates or projections in this bond measure and related ballot materials, including relating to estimated rates of *ad valorem* property taxes, the duration of issued bonds and related levies and collections of *ad valorem* property taxes are provided as informational only. Such amounts are estimates and are not maximum amounts or limitations on the terms of the bonds, the tax rate or the duration of the levy supporting repayment of issued bonds. Such estimates depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan, including but not limited to the amount of bonds issued and outstanding at any one time, the interest rates applicable to issued bonds, market conditions at the time of sale of the bonds, when bonds mature, timing of project needs and changes in assessed valuations in the District. As such, while such estimates and approximations are provided based on information currently available to the District and its current expectations, such estimates and approximations are not limitations and are not binding upon the District. In addition, the abbreviated and condensed statement of the bond measure presented to voters on the ballot label which is subject to a word count limitation imposed by State law does not limit the scope and complete meaning of the measure provided in this Full Text of the Bond Measure and related ballot materials.

## **BOND PROJECT LIST**

Scope of Projects. Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, or otherwise improve school facilities of the Spreckels Union School District, including furnishing and equipping, and the acquisition or lease of real property for school facilities and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIII A, Section 1(b)(3). This measure authorizes bond projects to be undertaken at all current and future District sites.

School Facility Project List. The items presented on the following list are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this measure.

The findings and determinations and goals and purposes set forth below have been made by the School Board in connection with placing this measure before voters, and the types of projects authorized to be funded with bond proceeds are set forth below.

### **PROVIDING SAFE AND HEALTHY LEARNING ENVIRONMENTS AND RETAINING AND ATTRACTING QUALITY TEACHERS**

**GOALS & PURPOSES:** All funds from this measure are guaranteed for local school needs and cannot be taken by the County or State government, help the District qualify for state matching funds, and benefit both the elementary and middle school.

Our local schools are aging and in urgent need of basic repairs, and now more than ever, we need to do more to keep children and teachers safe at school. The District must fix leaky roofs, decaying walls, plumbing, bathrooms, and gas lines; and improve school security and emergency systems, among other facilities improvements.

These repairs and upgrades will:

- Help the District retain and attract qualified teachers during a national and statewide teacher shortage.
- Ensure students can learn in a classroom that is safe and clean.
- Allow the District to provide a well-rounded education for students.

### **SCHOOL FACILITY PROJECT LIST**

The types of projects authorized to be funded with bond proceeds pursuant to this measure are:

- **Repair and/or Replace Aging Leaky/Deteriorating Roofs.** Includes replacement and repair of failing, leaky and/or deteriorating roofing.
- **Improvements to Ensure Healthy Learning and Teaching Environments.** Abate and remove hazardous chemicals such as asbestos, lead and mold, ensure continued safe drinking water including new fountains/water bottle stations, and address air quality and outdated heating, ventilation, air conditioning, and HVAC improvements/upgrades.

- **Improvements to Maintain Student and Teacher Safety and Security.** Includes upgrading emergency smoke and fire alarm systems, acquiring and installing security and access control systems, cameras, fencing securing the campuses, surveillance systems, creating controlled points of entry, fire sprinkler systems, earthquake systems, alarm systems including smoke and fire, modern communication systems and public address systems, and interior and exterior emergency/back-up lighting.
- **Repair Unsafe Play Areas and Upgrade and Construction of P.E. and Outdoor Facilities.** Includes upgrading playgrounds to ensure safety and security, new play equipment, field improvements, gym or other indoor spaces for outdoor play and athletics and related bathrooms, changing rooms, seating and other improvements to facilitate physical education and recreation programs.
- **Address and Replace Aging/Deteriorating Portable Structures.** Includes additions or reconfigurations to existing buildings, new permanent or improved portable or modular facilities, and including all finishes and elements to create a fully functioning improved space.
- **Update Classroom Technology for 21<sup>st</sup> Century Learning.** Includes updating science and computer labs, installing all necessary infrastructure for connectivity and security, providing modern technology equipment and devices for learning and instruction, and software and hardware.
- **Repair and Improve Necessary Aging Infrastructure Serving the District.** Includes repairs/upgrades to outdated plumbing and sewer systems, electrical, gas lines, upgrades to support modern technology, and other utility upgrades.
- **Update Aging Restrooms.** Ensure restrooms meet all legal and regulatory requirements, replace failing or aging facilities, tiles, sinks, toilets and floors.
- **Expand, Repair and Improve Our Neighborhood Schools to Provide a Well-Rounded Educational Environment for Students.** Includes repairing and/or replacing interior finishes such as floors, carpeting, ceiling finishes, painting, lighting, new doors and windows, window treatments, replacing/repairing casework, walls and wall treatments including white boards and other wall coverings, and acquiring updated furnishings and equipment.
- **Ensure ADA Accessibility and Compliance With All Legal Requirements.** Includes ensuring barrier free access, updates to restrooms, drinking fountains, and other facilities, and upgrades to ensure

compliance with all applicable building and other legal codes and standards for school facilities.

- **Improvements and Upgrades to District Support Facilities.** Includes expanding school cafeterias, rehabilitation and modernization of kitchens and eating/food service spaces, administrative spaces, providing space for on-campus school psychologists, mental health counselors, and nurses, and other multi-purpose spaces.
- **Improvements to Building Exteriors, School Grounds and Sitework.** Includes ensuring walkways, pathways, ramps and parking lots are repaired and safe, new paint, lighting, updates to landscaping, irrigation, paving and expansion of parking, and exterior lighting.
- **Furnishing and Equipping of School Facilities.** Includes all related furnishing, equipping and incidental project costs as further described below.

### **FISCAL ACCOUNTABILITY**

This local education bond includes strict fiscal accountability safeguards, including:

- All funds are guaranteed for local schools and cannot be taken by the County or State government.
- Requiring annual independent financial and performance audits, and public disclosure of all spending.
- Oversight of all spending by an independent committee of local citizens.
- No money from this measure will go to administrators' salaries or pensions.

Furnishing and Equipping; Incidental Expenses. The bond projects described in this Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above.

Examples of incidental costs include, but are not limited to: costs of design, engineering, architect, legal and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, construction management by third parties, general contractors and/or District personnel, and other planning and permitting, environmental review, rezoning and municipal license fees if any, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; all federal, state and locally-mandated safety upgrades; the costs of new or expanded infrastructure; the cost of providing parking and other facilities to accommodate new or expanded facilities; addressing any unforeseen



conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; complying with all access requirements of the Americans with Disabilities Act and similar laws and regulations; costs of the election; project construction oversight, management and administration during the duration of such projects, including by District personnel, and bond issuance costs.

Changes in Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction or based on other factors that the District Board determines require an adjustment to the scope and nature of the projects. Furthermore, the District Board may determine that a project identified as modernization or renovation may be undertaken as new construction if it is more economical for the District or if the Board determines that there are compelling factors that result in new construction being in the best interests of the District and its students. The authority for new construction extends to land acquisition, relocation, expansion and construction and/or reconstruction, similar purchases, and all costs relating thereto. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. Each of the foregoing sentences has independent value and is not conditioned on any of the other sentences in this section.

Factors Impacting Project Implementation; No Guarantee All Projects Addressed. Many factors which the District cannot predict or control may impact its ability to address each of the projects, including but not limited to construction cost issues, supply chain issues which can cause project delays, labor shortages, and unknown environmental factors or site conditions, among others. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed. Approval of this bond measure does not guarantee that all of the projects on the Bond Project List will be funded beyond what can be completed with funds generated by this bond measure. As stated below, the Board is vested with the authority to identify project prioritization within the scope of available funding sources.

Interim Financing Included. Authorized projects include reimbursements for project costs previously paid by the District, and paying and/or prepaying interim or previously obtained financing for the types of projects included on the project list, such as bond anticipation notes or lease financings including certificates of participation relating to facilities projects and/or equipment previously financed.

Joint Use Projects Authorized. Projects on this list may be undertaken and used as joint use projects with other public agencies.

Project List Not in Order of Priority; Board Determines Prioritization. Approval of the District's bond measure does not guarantee that all of the identified projects within this Bond Project List will be funded beyond what can be completed with local funds generated by the bond measure and does not guarantee that the projects will be completed in any particular order. The order in which school facilities projects are listed above does not suggest an order of priority. Project priorities will be determined by the District Board.

Interpretation. The terms of this Bond Measure and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the Bond Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District Board hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the District Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

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*The Full Text of the Bond Measure ends above the line.*

## APPENDIX B

### ABBREVIATED FORM OF BOND MEASURE

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**Spreckels Union School District Classroom Repair, Upgrade, Safety Measure.** To repair/upgrade neighborhood schools, retain/attract quality teachers by repairing leaky roofs, plumbing/restrooms, smoke/fire alarms, outdated electrical/ sewer systems; maintaining safety; providing safe drinking water; removing asbestos, lead paint, mold; shall Spreckels Union School District's measure authorizing \$27,000,000 in bonds at legal rates be adopted, levying 3¢ per \$100 assessed valuation, averaging \$5,500,000 annually while bonds are outstanding, requiring citizens oversight, audits, public spending disclosure, funds for local schools?

Bonds—Yes

Bonds—No

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## APPENDIX C

*The text of the Tax Rate Statement to be printed in the election material begins below the following line.*

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### TAX RATE STATEMENT

**\$27,000,000**  
**SPRECKELS UNION SCHOOL DISTRICT**  
**GENERAL OBLIGATION BONDS**

An election will be held in the Spreckels Union School District (the "District") on November 5, 2024, to authorize the sale of up to \$27,000,000 of bonds of the District to finance improvements to educational facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is \$26.36 per \$100,000 of assessed valuation (or 2.636¢ per \$100 of assessed value). The final fiscal year in which it is anticipated that the tax will be collected is 2060-61.
2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$30.00 per \$100,000 of assessed valuation (or 3¢ per \$100 of assessed value). It is estimated that such rate would be levied starting in fiscal year 2025-26 through 2031-32.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$53,297,200.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors.

The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

By: \_\_\_\_\_  
Superintendent  
Spreckels Union School District

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*The text of the Tax Rate Statement ends above the line.*

## Tour Details

**Destination:** Sacramento

**Departing:** Wednesday January 15, 2025 AM

**Returning:** Thursday January 16, 2025 PM

## Tour Pricing by Participation

<b>Paying Passengers</b>	<b>132</b>	<b>122</b>
<b>Complimentary Chaperones</b> (Double Occupancy)	<b>5</b>	<b>5</b>
<b>Student Price</b> (Quad Occupancy)	<b>\$ 499</b>	<b>\$ 515</b>
<b>Paying Adult Price</b> (Double Occupancy)	<b>\$ 599</b>	<b>\$ 615</b>

## What's Included

### Transportation

- Deluxe Motorcoach

### Accommodation

- 1 Night
- Quad occupancy for Students (2 beds per room)
- Double occupancy for Complimentary Chaperones (2 beds per room)

### Meals

- 1 breakfast
- 1 lunch                      \$10 snack money
- 1 dinner

### Additional Inclusions

- Professional Course Leader
- Online Registration and Enrollment Materials
- Nighttime Chaperones (Hotel Security)
- Gift of Education Online Fundraising Tool
- Drawstring Backpacks
- Doctors On Call
- 24/7 Tour Emergency Service
- Dedicated Health & Safety Team
- Travel Guard Health & Accident Insurance
- Travel Guard Trip Delay Protection
- Industry Leading General Liability Insurance
- All Taxes and Gratuities Included
- WorldStrides Loyalty Program

## WorldStrides Advantage

- 50+ Years of Experience
- Member of Student & Youth Travel Association
- Member of American Bus Association
- Member of National Association for Music Educators
- Member of US Tour Operators Association

## Tour Highlights - *all sites pending confirmation*

- Sutter's Fort
- California State Railroad Museum
- California State Capitol - Guided Tour
- The California Vietnam Veteran's Memorial
- Sacrament History Museum Heading West Program
- Sacrament History Museum Old Sacramento Underground Tour Program



### Protect your investment with our Full Refund Program

Educational travel is an investment in your child's future. Our Full Refund Program protects that investment should you have to cancel your registration for any reason prior to departure. The program refunds all money paid (less the cost of the Full Refund Program and any other non-refundable fees) and includes special Job Loss Protection. We strongly recommend that you add on our Full Refund Program when signing up for your trip.

*See terms and conditions on [spark.worldstrides.com](http://spark.worldstrides.com) for more details*

## Full Refund Program (FRP)

- Cost for individual participation: **\$60.00 per person**

**Payment Schedule**

Installment	Due Date	Quad Occupancy
Registration Fee	Sep 10, 2024	\$65.00 + \$60.00 FRP
2	Oct 8, 2024	\$200.00
3	Nov 13, 2024	FINAL BALANCE

By signing below, I confirm that we are using WorldStrides as our travel provider and agree to all the trip details outlined in this proposal.

**On Behalf of Buena Vista Middle School Representative:**

 7/22/24  
Signature Date

Eric Tarallo  
Name  
Principal / Superintendent  
Title

**On Behalf of WorldStrides Representative:**

Kristina Orticelli 7/22/2024  
Signature Date

Kristina Orticelli  
Name  
Educational Travel Specialist  
Title

**Please email this signed tour agreement to your  
Educational Travel Specialist today!**

## Day One - Wednesday January 15, 2025

- 8:00 AM Motorcoaches arrive at Buena Vista Middle School,  
18250 Tara Drive, Salinas, CA
- 8:15 AM Participants report to school
- 8:30 AM Depart for Sacramento  
Lunch en route on your own
- 12:30 PM Arrive
- 12:45 PM **Sutter's Fort**
- 3:00 PM **California State Railroad Museum**
- 5:30 PM **Dinner at La Terraza Mexican Restaurant**
- 7:30 PM **"Hamilton" at the SAFE Credit Union Performing  
Arts Center - Arranged by Group**
- 11:00 PM Hotel Check-In: Embassy Suites - CA - Sacramento  
Riverfront Promenade  
100 Capitol Mall, Sacramento, CA, 95814  
(916)326-5004  
**Private overnight security at the hotel each  
evening**

*WorldStrides reserves the right to revise this itinerary due to unforeseen circumstances such as traffic, road closures, site closures, weather or any restrictions related to public health and safety matters. Your Course Leader will consult with the Program Leader and Bus Driver(s) on any changes.*

*In keeping with WorldStrides' commitment to safety and security, all of our itineraries are compliant with Department of Transportation rules and regulations and giving drivers at least 9 hours off each night and a maximum of 14 hours on duty, not to exceed 10 hours of driving during any 24 hour period. This includes time for drivers to follow any necessary health and safety cleaning protocols.*

## Day Two - Thursday January 16, 2025

- 7:30 AM **Breakfast at your hotel**
- 8:30 AM Depart for sightseeing
- 9:00 AM **California State Capitol - Guided Tour**  
**The California Vietnam Veteran's Memorial**  
**Boxed lunch from Lunch Box Express**  
**Explore Old Town Sacramento**
- 12:30 PM **Sacrament History Museum Heading West  
Program**
- 1:30 PM **Sacrament History Museum Old Sacramento  
Underground Tour Program**  
**Snack - \$10 provided**
- 4:00 PM Depart for home
- 8:00 PM Approximate arrival at school - Welcome home!



2024-25 Certificated Staff Offers of Employment					
	Last	First	Contract %	Site	Status
	Ball	Alisha	100	Spreckels School	Permanent
**	Berg	Cynthia	100	District	Permanent
	Bernasconi	Pierre	100	Buena Vista Middle School	Probationary
	Bunch	Kelli	50	Spreckels School	Permanent
	Christmore	Michelle	100	Buena Vista Middle School	Permanent
	Colombo	Kendall	100	Buena Vista Middle School	Permanent
	Dickison	Alisha	100	Spreckels School	Probationary
	Dodd	Stephen	100	Buena Vista Middle School	Permanent
*	Ehuan	Rachel	100	Spreckels School	Probationary
	Filice	Rosie	100	Spreckels School	Permanent
**	Flowers	Katherine	100	District	Permanent
	Greenlee	Cheryl	100	Spreckels School	Probationary 2
	Hemenway	Kelli	100	Spreckels School	Permanent
	Hurley	Andrea	50	Spreckels School	Probationary 2
*	Kemp	Adrienne	100	Spreckels School	Probationary
**	Long	Joyce	100	Spreckels School	Permanent
	Madrid	Kathryn	100	Spreckels School	Permanent
	Martignoni	Kelli	100	Buena Vista Middle School	Permanent
	Martin	Heather	100	Buena Vista Middle School	Permanent
*	Martinez	Jonathan	100	Spreckels School	Probationary
	Mazzuca	Lindsey	100	Spreckels School	Probationary 2
*	Meroney	Stephanie	100	Buena Vista Middle School	Probationary 0
	Myers	Shelly	100	Spreckels School	Permanent
	Nasirov	Michael	100	Spreckels School	Permanent
*	Nelsen	Morgan	100	Buena Vista Middle School	Probationary
	O'Connell	Ashley	100	Spreckels School	Permanent
	Owens	Stephanie	100	Buena Vista Middle School	Permanent
	Pena	Jennifer	100	Buena Vista Middle School	Permanent
	Price	Robert	100	Spreckels School	Permanent
*	Racana	April	100	Spreckels School	Probationary 1
	Ruttschow	Jennifer	100	Spreckels School	Permanent
**	Santiago	Jessica	100	District	Permanent
*	Sawaya	Emma	100	Buena Vista Middle School	Probationary 1
	Scaroni	Heidi	100	Spreckels School	Permanent
	Sigala	Maria	100	Spreckels School	Permanent
	Stroud	Amy	100	Buena Vista Middle School	Permanent
	Szaszy-Jones	Kristina	100	Buena Vista Middle School	Permanent
	Towne	Heidi	100	Spreckels School	Permanent
	Viarengo	Laura	100	Spreckels School	Permanent
*	Villalobos	Lucas	100	Buena Vista Middle School	Probationary 0
	Vultaggio	Natalie	100	Spreckels School	Permanent
	Whitcher	Cristin	100	Buena Vista Middle School	Permanent
	Wilcox	Heidi	100	Spreckels School	Permanent
	Yatsky	John	100	Spreckels School	Permanent

\* New Employees

\*\* New Permanent Employees

# Spreckels Union School District

## JOB DESCRIPTION

**POSITION:** School Site Teacher-in-Charge

**SUPERVISOR:** School Site Principal

**RANGE:** School Site Teacher-in-Charge Salary Schedule

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**A. PRIMARY FUNCTION:**

Successful candidate will be identified as a Teacher on Special Assignment (TOSA). Under the direction of the Principal, the TOSA will assist the school site principal with school-wide efforts to improve student achievement and school culture.

\*\*This position does not allow the person to perform evaluations of teachers or other professional staff.

**B ESSENTIAL FUNCTIONS / EXAMPLES OF DUTIES**

**Duties of this position may include, but are not limited to the following:**

- Teaches reading, language arts, social studies, mathematics, science, health, art, physical education, and/or music to pupils, utilizing course of study adopted by the Board of Trustees, and other appropriate learning activities. May teach a foreign language.
- Instructs pupils in citizenship and provides guidance in other general areas specified by state law in course of study and also administrative regulations and requirements of the school district.
- Prepares lesson plans, uses adequate instructional materials, provides for small group instruction in order to better adapt the curriculum to the needs of all pupils, and through efficient and organized planning, utilizes time to best advantages.
- Establishes and maintains pupil behavior requirements which are conducive to a functional learning atmosphere in the classroom.
- Evaluates pupils' academic and social progress, keeps necessary records, and communicates with parents on the individual pupil's achievements.
- Helps determine pupil needs and cooperates with other professional staff members in assessing and helping pupils solve health, attitudes, and learning problems.
- Creates with pupils' assistance, an attractive room environment which motivates learning through displays, bulletin boards, and interest centers.
- Performs basic attendance accounting on a daily basis.
- Cooperates with principal or designee to mutually initiate the system by which the teacher will be evaluated in conformance with the district's uniform guidelines for evaluation and appraisal.
- Seeks professional growth through participation in in-service education activities for instructional improvement and enrichment.
- Counsels students and/or refers such to the appropriate agency.
- Performs as a resource for teachers and staff who express concerns for student attendance, student development and/or discipline.

- Coordinates efforts with guidance, school resource officer, school psychologist, outreach consultant, and/or social worker in meeting with students and parents to discuss improving student attendance and/or behavior.
- Consults with families via conference or communication systems concerning student attendance and behavior.
- Coordinates the site's Student Study Team process.
- Serves as a member of such committees and attends such meetings as directed by the principal (Safety, LCAP, Technology, etc.).
- Serves as site leader when administrator is out of the building.
- Serves on site's Instructional Leadership Team-communicates ILT meetings' content to entire staff; obtains feedback to share with principal.
- Assists with extra supervision when needed
- Assist with special events coordination (i.e., field trips, assemblies, celebrations, etc.)
- Provides direct support to new teachers on the school site
- Accepts duties and responsibilities as designated by administrative staff

### **C. QUALIFICATIONS**

#### **Minimum Requirements:**

- B.A. Degree or equivalent.
- California State Teaching Credential: Standard, General, Multiple Subject
- Experience in leadership position (i.e. Instructional Leadership Team, Teacher-in-Charge, Mentor Teacher, ASB, etc.)

#### **Desirable Requirements:**

- At least 10 years of teaching experience, 5 years must be in the district
- Professional attitude.
- Good grooming with dress that sets a good example to the student body.
- Ability to relate to faculty and students.
- Voluntary acceptance of responsibility as occasion and need arise

#### **Knowledge of:**

- Instructional standards and faculty requirements.
- Board and District policies, procedures and regulations Interpersonal skills using tact, patience, and courtesy.
- Basic computer operation, including but not limited to AERIES (Student Information System).

#### **Ability to:**

- Work with others and a desire to help others.
- Requires the ability to organize, coordinate and administer assigned programs and activities related to student discipline and attendance.
- Assist the Principal with administrative duties involving student conduct and school plant operations as assigned.
- Prepare and deliver oral presentations.
- Analyze situations accurately and adopt an effective and consistent course of action. Complete work with many interruptions.
- Read, interpret, apply, and explain rules, regulations, policies, and procedures.

- Maintain consistent, punctual, and regular attendance.
- Communicate effectively both orally and in writing.

**D. PHYSICAL REQUIREMENTS:**

- Ability to see for purposes of reading correspondence, documents, and other printed matter
- Ability to hear and understand speech at normal levels in person and/or on the telephone
- Ability to communicate so others will be able to clearly understand a normal conversation in person and/or on the telephone
- Physical mobility and stamina sufficient to move or sit for prolonged periods of time

**E. WORKING CONDITIONS:**

- Indoor/Outdoor work environment subject to standing /sitting for extended periods of time, bending, crouching, kneeling, walking, pushing, pulling, and squatting.
- Constant interruptions

**Board First Read:08/01/2024**

**Spreckels Union School District**  
**SCHOOL SITE TEACHER-IN-CHARGE SALARY SCHEDULE**

2024-25

Column	I, II, III	IV	V	VI
	BA	MA	MA 15	MA 30
Steps	to BA 30	or BA 45	or BA 60	or BA 75
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A
8	N/A	N/A	N/A	N/A
9	N/A	N/A	N/A	N/A
10	\$79,432	\$83,010	\$86,594	\$90,178
11		\$85,390	\$88,972	\$92,555
12		\$85,390	\$88,972	\$92,555
13			\$92,544	\$96,127
14			\$92,544	\$96,127
15			\$92,544	\$99,694
16			\$92,544	\$99,694
17				\$103,022
18				\$103,022
19				\$106,627
20				\$106,627
21				\$110,100
22				\$110,100
23				\$113,655
24				\$113,655
25				\$117,206

Longevity of 2% will be paid to members when years of service exceed the last step and column, if applicable, of each schedule for up to 4 years. For example, members exceeding 25 years of service will be paid 2% longevity in years 26 and 27 and a compounded longevity of 2% in years 28 and 29.

2024-25 185 day work year

PENDING BOARD APPROVAL FIRST READ 08/01/2024

## Academic School Year 2023-2024

### Non-Williams District Uniform Complaints Quarterly Report

[Education Code § 35186]

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Big Sur Unified School District | <input type="checkbox"/> Lagunita School District              | <input type="checkbox"/> San Ardo Union School District             |
| <input type="checkbox"/> Bradley Union School District   | <input type="checkbox"/> Mission Union School District         | <input checked="" type="checkbox"/> San Lucas Union School District |
| <input type="checkbox"/> Carmel Unified School District  | <input type="checkbox"/> Pacific Grove Unified School District | <input checked="" type="checkbox"/> Spreckels Union School District |
| <input type="checkbox"/> Graves School District          | <input type="checkbox"/> San Antonio Union School District     | <input type="checkbox"/> Washington Union School District           |

Form Completed By: Bernard Burchette Title: Chief Business Official

Quarterly Report Submission Date:  
(Please check one)

☐ October 2023

☐ April 2024

☐ January 2024

☒ July 2024

Date for information to be reported publicly at governing board meeting: 08/01/24

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignments	0		
Facilities Conditions	0		
TOTALS	0	0	0

Eric Tarallo

Print Name of District Superintendent



Signature of District Superintendent

07/26/24

Date

**Monterey County Office of Education**

Submit Non-Williams Quarterly Report to: Student Services,  
Juanita Martinez, [jmartine@montereycoe.org](mailto:jmartine@montereycoe.org)



**BOARD OF TRUSTEES SPECIAL MEETING - Jun 18, 2024**  
**Minutes**

Tuesday, June 18, 2024 at 12:45 PM  
District Office, Board Room

**1. Opening Business**

- 1.1 Call Public Session to Order
- 1.2 Roll Call
  - Chris Hasegawa, President
  - Stephanie McMurtrie Adams, Vice President
  - Peter Odello, Clerk
  - Frank Devine, Member
  - Steve McDougall, Member
- 1.3 Disclosure of item(s) to be discussed in closed session
  - 1. Conference with labor negotiators: Provide direction to district negotiators regarding negotiations with:
    - a. California School Employees Association
    - b. Spreckels Teachers Association
    - c. Unrepresented employees  
(Management/supervisory/confidential)unit
  - 2. Public Employee discipline/dismissal/release/complaint
  - 3. Liability Claims and Potential Litigations
- 1.4 Public Comment on Closed Session Items  
MOTION TO ADJOURN TO CLOSED SESSION

BY: FRANK DEVINE      SECONDED BY: PETER ODELLO

AYES:      5    NOES:   0   ABSENT:    0

## **2. Closed Session, 12:50 p.m. - 1:00 p.m.**

The Board of Trustees will meet to consider matters appropriate for closed session in accordance with Government Code Sections 3549.1, 54956.7 through 54957.7 and Education Code Section 35146.

Note: In the event that all closed session items listed have not been discussed in the time allotted, the closed session will reconvene at the end of open session

MOTION TO RECONVENE TO OPEN SESSION

BY: FRANK DEVINE     SECONDED BY: PETER ODELLO

AYES:     5     NOES: 0     ABSENT:     0

## **3. Reconvening to Open Session**

3.1     Pledge of Allegiance

3.2     Adoption of Agenda

MOTION TO APPROVE THE AGENDA

BY: FRANK DEVINE     SECONDED BY: PETER ODELLO

AYES:     5     NOES: 0     ABSENT:     0

3.3     Announcement of action(s) taken in closed session (if any)  
Board direction to regarding STA negotiations.

3.4     Recognition

- Teresa Scherpinski - SES Principal

3.5     Individuals desiring to address the Board (items not on the agenda)

3.6     Individuals desiring to address the Board (specific agenda items)

3.7     Bargaining unit presentations (five minutes for each):


1. Spreckels Teachers Association
2. California School Employees Association







- 3.8 Board member comments
- 3.9 Oral and written communications
- 3.10 Reports
  - 1. Superintendent
  - 2. Buena Vista Middle School principal
  - 3. Spreckels Elementary School principal
  - 4. SUEF, PTO, BVBC representatives

## 4. Business

### Information

- 4.1 Program Updates
  - 1. Facilities
  - 2. Food Service
  - 3. Transportation
  - 4. Technology
- 4.2 [MONTEREY COUNTY TREASURER - Quarterly Investment Report as of March 31, 2024.pdf](#) 

### Action




- 4.3 2024-25 Local Control Accountability Plan (LCAP) Adoption, including Budget Overview for Parents & Local Performance Indicators
  - [2024 LCAP Budget Overview for Parents.pdf](#) 
  - [2023-24 LCAP Annual Update.pdf](#) 
  - [2024 LCAP Board Approval 061824.pdf](#) 
  - [2024 Local Performance Indicators.pdf](#) 

MOTION TO APPROVE 2024-25 LOCAL CONTROL  
ACCOUNTABILITY PLAN (LCAP) ADOPTION, INCLUDING  
BUDGET OVERVIEW FOR PARENTS & LOCAL PERFORMANCE  
INDICATORS

BY: FRANK DEVINE      SECONDED BY: PETER ODELLO

AYES:      5      NOES: 0      ABSENT: 0

4.4 2024-25 Spreckels Union School District Budget Adoption including presentation of balances in excess of minimum reserve requirements

- [2024-25 Budget Adoption Complete.pdf](#) 
- [2024-25 Original Budget Statement of Reasons Excess Reserve.pdf](#) 
- [2024-25 Budget Comparison report.pdf](#) 

MOTION TO APPROVE 2024-25 SPRECKELS UNION SCHOOL DISTRICT BUDGET ADOPTION INCLUDING PRESENTATION OF BALANCES IN EXCESS OF MINIMUM RESERVE REQUIREMENTS

BY: PETER ODELLO SECONDED BY: FRANK DEVINE

AYES: 5 NOES: 0 ABSENT: 0

4.5 2023-24 Consolidated Application certified June 2024

- [24-25 Consolidated Application.pdf](#) 

MOTION TO APPROVE 2023-24 CONSOLIDATED APPLICATION CERTIFIED JUNE 2024

BY: PETER ODELLO SECONDED BY: FRANK DEVINE

AYES: 5 NOES: 0 ABSENT: 0\_\_

4.6 Resolution #23-24/17 Cafeteria Fund transfer

- [23-24 17 Board Resolution - Cafeteria Transfer 24-25 fiscal year.pdf](#) 

MOTION TO APPROVE BY ROLL CALL VOTE RESOLUTION #23-24/17 CAFETERIA FUND TRANSFER

BY: PETER ODELLO SECONDED BY: STEVEN MCDUGALL

AYE FRANK DEVINE

AYE CHRIS HASEGAWA

AYE STEVEN MCDUGALL

AYE PETER ODELLO

AYE STEPHANIE MCMURTRIE ADAMS

## 5. Curriculum/Instruction

### Information/Action

None

## 6. Personnel

### Information/Action

None

## 7. Administration

### Information


- 7.1 Results from FM3's community survey and recommendations on a 2024 schoolbond

### Action

- None

## 8. Consent Items

All items under the consent agenda may be discussed and considered separately or may be entered under one motion and action or individually at the Board's prerogative

- 8.1 Approval of board meeting minutes
- [06.06.2024 BOARD MINUTES.pdf](#) 

- 8.2 Warrants Listing

- None

- 8.3 Donation Listing




- None

- 8.4 Surplus Inventory

- None

- 8.5 Personnel

- None

- 8.6 Approval of board meeting minutes
- [06.06.2024 BOARD MINUTES.pdf](#) 
- 8.7 Warrants Listing
- None
- 8.8 Donation Listing
- None
- 8.9 Surplus Inventory
- None
- 8.10 Personnel
- None
- 8.11 Contracts
- [Language People 2024-25executed.pdf](#) 
  - [Valley Saw & Garden Equipment Quote for Grounds Keeping Equipment 5.17.2024.pdf](#) 

MOTION TO APPROVE CONSENT ITEMS

BY: STEVEN MCDOUGALL SECONDED BY: FRANK DEVINE

AYES: 5 NOES: 0 ABSENT: 0

## 9. Future Agenda Items

August 1, 2024 board meeting, District Office @7:00pm

- Subsequent Master Agenda Calendar
- 2024-25 Class Configurations
- SUSD Folklorico 2024-25 agreement
- Elementary School Transitional Kindergarten Classroom Teacher job description
- Bond updates

**10. Adjournment**

MOTION TO ADJOURN AT 12:32 p.m.

BY: PETER ODELLO

AYES: 5 NOES: 0 ABSENT: 0

Board Meeting Approval Date August 1, 2024

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Peter Odello

Clerk, Board of Trustees Spreckels Union School District

## Checks Dated 06/01/2024 through 06/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
07200000514	06/13/2024	Pioneer Athletics	01-4300	Soccer Field Paint		812.52
07200000515	06/13/2024	San Lorenzo Lumber	01-4300	Maintenance/BV		10.61
07200000516	06/13/2024	Waste Management	01-5550	2023-24 Garbage Disposal		2,854.19
07200000517	06/13/2024	Waste Management	01-5550	2023-24 Garbage Disposal		1,100.39
07200000518	06/20/2024	San Lorenzo Lumber	01-4300	Maint Supply/BV	6.15	
				Wall patch/BV	10.80	16.95
07200000519	06/27/2024	First Alarm, Inc	01-5800	Reset and update programming-BV	190.00	
				Reset trouble in system-BV	190.00	380.00
12845764	06/05/2024	California's Valued Trust	01-3402	June 24 Coverage	496.30	
			01-3701	June 24 Coverage	562.75	
			01-5800	June 24 recon	2.58	
			01-9513	June 24 Coverage	102,824.14	103,885.77
12847492	06/13/2024	Ball, Alisha N	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847493	06/13/2024	Berg, Cynthia W	01-5200	April 24 Mileage/Speech	25.80	
				March 24 Mileage/Speech	29.48	
				May 24 Mileage/Speech	22.11	77.39
12847494	06/13/2024	Bunch, Kelli	01-5800	Montage/CHOMP Teachers Benefit Fund		500.00
12847495	06/13/2024	Dickison, Alisha	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847496	06/13/2024	Filice, Rosie L	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847497	06/13/2024	Greenlee, Cheryl A	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847498	06/13/2024	Hemenway, Kelli L	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847499	06/13/2024	Hurley, Andrea	01-5800	Montage/CHOMP Teachers Benefit Fund		500.00
12847500	06/13/2024	Long, Joyce B	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847501	06/13/2024	Macias, Adrianna C	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847502	06/13/2024	Madrid, Kathryn M	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847503	06/13/2024	Mazzuca, Lindsey	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847504	06/13/2024	Myers, Shelly A	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847505	06/13/2024	Nasirov, Michael S	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847506	06/13/2024	Nyland, Sandra	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847507	06/13/2024	O'Connell, Ashley L	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847508	06/13/2024	O'Hara, Amanda M	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847509	06/13/2024	Price, Robert S	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847510	06/13/2024	Ruttschow, Jennifer L	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847511	06/13/2024	Scaroni, Heidi D	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847512	06/13/2024	Sigala, Maria E	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847513	06/13/2024	Stroud, Amy L	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847514	06/13/2024	Towne, Heidi S	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00

ie preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the  
 eceding Checks be approved.

## Checks Dated 06/01/2024 through 06/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12847515	06/13/2024	Viarengo, Laura B	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847516	06/13/2024	Vultaggio, Natalie	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847517	06/13/2024	Yatsky, John S	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847518	06/13/2024	Bernasconi, Pierre D	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847519	06/13/2024	Christmore, Michelle	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847520	06/13/2024	Colombo, Kendall A	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847521	06/13/2024	Dodd, Stephen R	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847522	06/13/2024	Lopez-Romero, Adriana	01-5800	Montage/CHOMP Teachers Benefit Fund		500.00
12847523	06/13/2024	Marchello, Patricia L	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847524	06/13/2024	Morgan, Stephanie	01-5200	Mileage to and from science camp	167.50	
			01-5800	Montage/CHOMP Teachers Benefit Fund	1,000.00	1,167.50
12847525	06/13/2024	Nelsen, Morgan	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847526	06/13/2024	Owens, Stephanie	01-5200	Mileage to and from science camp	167.50	
			01-5800	Montage/CHOMP Teachers Benefit Fund	1,000.00	1,167.50
12847527	06/13/2024	Szaszy, Kristina H	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847528	06/13/2024	Whitcher, Cristin A	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847529	06/13/2024	Brodehl, Andrew R	01-4300	Maintenance supplies		265.31
12847530	06/13/2024	Burchette II, Bernard V	01-5200	Workshops & Training expenses	550.00	
			13-5200	Workshops & Training expenses	76.00	626.00
12847531	06/13/2024	Ferderber, Kristin	01-4300	Awards, Medals, Snacks		971.48
12847532	06/13/2024	Martignoni, Kelli C	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847533	06/13/2024	Martin, Heather	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847534	06/13/2024	Pena, Jennifer C	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847535	06/13/2024	Valero, Monica A	01-4300	Tech Committee lunch		93.08
12847536	06/13/2024	Wilkinson, Rachele	01-5800	Montage/CHOMP Teachers Benefit Fund		1,000.00
12847537	06/13/2024	A to Z Rental Inc.	01-5800	Chairs for 8th Grade Promotion		911.20
12847538	06/13/2024	Amazon Capital Services, Inc.	01-4300	Graduation supplies	128.01	
				Postage meter ink	61.28	
			13-4300	16.09	16.09	
				Credit for returned item	9.15-	
				Food Service/SES	81.08	277.31
12847539	06/13/2024	American Star Tours Inc	01-5800	Science Camp Busses		2,915.00
12847540	06/13/2024	AT&T	01-5910	2023-24 BV Fax Service	29.12	
				2023-24 District Office Phone Service	140.95	
				2023-24 SES Phone Service	58.26	228.33
12847541	06/13/2024	California Water Service Co	01-5530	2023-24 Water Service		934.25
12847542	06/13/2024	California-American Water Co	01-5540	2023-24 Waste Water Services		700.48

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 eceding Checks be approved.

## Checks Dated 06/01/2024 through 06/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12847543	06/13/2024	Curriculum Associates LLC	01-5800	Ellevation Data implementation		3,550.00
12847544	06/13/2024	DAVGP,Inc. Salinas Valley Tire	01-4300	Bus tires & alignment	5,560.32	
			01-5820	Bus tires & alignment	180.00	
			13-5800	Repair food service truck tires	72.19	5,812.51
12847545	06/13/2024	Department of Justice	01-5800	Background check svcs-April 24		49.00
12847546	06/13/2024	Fagen Friedman & Fulfroost LLP	01-5810	April SPED Legal		255.50
12847547	06/13/2024	Fifth Wonder, LLC	Cancelled	A Day to Be Brave virtual author event		1,000.00 *
		Cancelled on 07/17/2024, Cancel Register # AP07182024				
12847548	06/13/2024	Hydro Turf, Inc	01-4300	29.75		29.75
12847549	06/13/2024	Kairos Learning Solutions,LLC	01-5800	Tutoring BV Student		400.00
12847550	06/13/2024	Katelyn Pagaran	01-5800	REP Math Lesson Planning		1,736.00
12847551	06/13/2024	Life Applied Inc.	01-5800	Student Support		14,556.95
12847552	06/13/2024	Monterey Peninsula U.S.D.	01-5800	2023-24 ISA Agreement		26,497.40
12847553	06/13/2024	nexVortex,Inc.	01-5910	2023-24 VOIP Service		433.02
12847554	06/13/2024	Shred-it USA	01-5800	2023-24 Document Shredding		162.42
12847555	06/13/2024	Spreckels Water Company	01-5530	2023-24 Water Service/SES		1,707.79
12847556	06/13/2024	Sturdy Oil Company	01-4310	2023-24 Bus Fuel	2,776.19	
			13-4310	2023-24 Maint & Food Service Fuel	251.43	3,027.62
12847557	06/13/2024	Target Pest Control, Inc	01-5570	2023-24 Pest Control		180.00
12847558	06/13/2024	The Post Box	01-5800	April/May Live Scan Svcs	50.00	
				May Live Scan Svcs	74.00	124.00
12847559	06/13/2024	US Bank	01-5800	2012 Gen Ob refunding bonds		1,199.00
12847560	06/13/2024	Verizon Wireless Services LLC	01-5940	2023-24 Cell Services		186.60
12847561	06/13/2024	Webster Bank,N.A. Loan Operations	01-7438	Interest payment		90,540.27
12849197	06/20/2024	Carpenter, Autumn G	01-5200	May/June Courier Mileage		85.09
12849198	06/20/2024	Scherpinski, Teresa M	01-4300	E-Newsletter software	179.00	
				Principal Expenses	480.49	659.49
12849199	06/20/2024	Wilcox, Heidi	01-5800	Montage/CHOMP Teacher Fund		1,000.00
12849200	06/20/2024	Owens, Stephanie	01-5200	Boardwalk Parking	20.00	
				Boardwalk Travel	59.23	79.23
12849201	06/20/2024	Szaszy, Kristina H	01-5200	Tech Museum Parking	5.00	
				Tech Museum Travel	91.79	96.79
12849202	06/20/2024	Villalobos, Lucas	01-5800	Montage/CHOMP Teacher Fund		1,000.00
12849203	06/20/2024	Lopez-Leon, Jared	01-5200	April-June Mileage		172.60
12849204	06/20/2024	AT&T	01-5910	2023-24 Circuit		276.58
12849205	06/20/2024	BSK Associates	01-5800	Inspection Services for BVMS Solar Project		950.00
12849206	06/20/2024	CSM Consulting, Inc	01-5800	Erate April, May, June 24		3,842.28

ie preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the  
 eceding Checks be approved.



## Checks Dated 06/01/2024 through 06/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12849207	06/20/2024	CSUMB	01-5800	Fall 2023 Reading Intervention	42,900.00	
				Spring 2024 Reading Intervention	42,900.00	85,800.00
12849208	06/20/2024	FM3 Research	01-5800	Bond Survey		34,400.00
12849209	06/20/2024	Lozano Smith, LLP	01-5810	May 2024 Gen Legal		478.00
12849210	06/20/2024	Pacific Gas & Electric	01-5510	2023-24 Gas/BVMS	91.59	
			01-5520	June Electric-BVMS	4,909.35	5,000.94
12849211	06/20/2024	The Lew Edwards Group	01-5800	Professional Svc/Bond		5,000.00
12849212	06/20/2024	Unique Interpreting Services	01-5800	Board Meetin Svcs	640.00	
				LCAP Comm Meeting	430.00	
				Promotion Ceremony/BVMS	750.00	
				PTO/SUEF Meeting Svc	910.00	2,730.00
12849213	06/20/2024	Valley Saw & Garden Eq	01-4300	Lawn Equipment repair parts		147.15
12851988	06/27/2024	O'More, Noreen E	01-5200	JAN-JUNE 24 MILEAGE		175.54
12851989	06/27/2024	American Door & Gates	01-5600	Repair bus gate opener		1,000.00
12851990	06/27/2024	California's Valued Trust	01-3402	July 2024 Coverage	496.30	
			01-3701	July 2024 Coverage	562.75	
			01-9513	July 2024 Coverage	92,468.68	
				July 2024 Coverage recon	1.93	93,529.66
12851991	06/27/2024	California-American Water Co	01-5540	Waste Water Service		279.88
12851992	06/27/2024	Enriquez Jr., Richard	01-5800	April-June 24 Driver training	2,175.00	
				Driver training	375.00	2,550.00
12851993	06/27/2024	Fagen Friedman & Fulfroost LLP	01-5810	May 2024 SPED Legal		511.00
12851994	06/27/2024	Gavilan Pest Control	01-5570	June 24 Gopher Control		500.00
12851995	06/27/2024	Monterey Bay Office Prod.,Inc.	01-5610	Copier/Printer Maint Q4 BV	998.41	
				Copier/Printer Maint Q4 DO	144.91	
				Copier/Printer Maint Q4 SES	1,198.79	2,342.11
12851996	06/27/2024	Pacific Gas & Electric	01-5510	June 24 SES Gas&Electric	313.10	
			01-5520	June 24 DO Electric	1,088.93	
				June 24 SES Gas&Electric	6,231.10	7,633.13
12851997	06/27/2024	Smith & Enright Landscaping	01-5800	JUNE 24 LANDSCAPE MAINT		3,125.00
12851998	06/27/2024	Spreckels Revolving Fund	01-4300	Ace-Field Chalk	86.96	
				Replenish	185.50-	
				Tech com supplies	231.34	
			01-5200	Hotel/BG class April	292.61	
				Hotel/BG class May	183.60	
				Payroll concepts workshop	195.00	
				Replenish	.39-	

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preceding Checks be approved.

Checks Dated 06/01/2024 through 06/30/2024						
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12851998	06/27/2024	Spreckels Revolving Fund	01-5800	April 24 Bank Charge	16.00	
				Domain-Go Daddy	38.16	
				Domain/Website	46.34	
				May 24 Bank Charge	16.00	
				Replenish-WP engine credit	188.39-	731.73
Total Number of Checks					105	561,439.29

	Count	Amount
Cancel	1	1,000.00
Net Issue		560,439.29

Fund Summary			
Fund	Description	Check Count	Expensed Amount
01	General Fund	104	559,951.65
13	Cafeteria Fund	4	487.64
Total Number of Checks		104	560,439.29
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			560,439.29

## Checks Dated 07/01/2024 through 07/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
07200000520	07/11/2024	Commercial Truck Co	01-5820	Bus repairs		661.06
07200000521	07/11/2024	First Alarm, Inc	01-5800	2024-25 Fire Monitor - District Office	410.49	
				2024-25 Fire Monitor-SES	1,122.30	1,532.79
07200000522	07/11/2024	Pioneer Athletics	01-4350	Field Striping Machine		4,008.30
07200000523	07/11/2024	Waste Management	01-5550	June Garbage Disposal/BV		1,100.39
07200000524	07/11/2024	Waste Management	01-5550	June Garbage Disposal/SES		2,854.19
07200000525	07/18/2024	San Lorenzo Lumber	01-4300	2024-25 Maintenance Supplies		42.43
07200000526	07/23/2024	CASBO	01-5300	24-25 Organizational Membership		1,750.00
12854850	07/11/2024	AT&T	01-5910	2024-25 Circuit		553.06
12854851	07/11/2024	California Department of Ed	01-5800	Recover Title 1, Part A funds		1,474.00
12854852	07/11/2024	California Janitorial Supply	01-4300	Summer Cleaning		1,514.05
12854853	07/11/2024	California Water Service Co	01-5530	June water Service	705.62	
			01-5910	2024-25 BVMS Water Service	143.29	848.91
12854854	07/11/2024	California-American Water Co	01-5540	June Wastewater-SES		984.50
12854855	07/11/2024	CatapultK12	01-5800	Website Hosting		1,188.00
12854856	07/11/2024	Diligent Corporation	01-5800	Community Subscription/Board Agendas		5,400.00
12854857	07/11/2024	Frontline Technologies Grp LLC	01-5800	Absence & Sub Management		6,095.21
12854858	07/11/2024	Monterey County Environ.Health Bureau	13-5800	2024-25 Health Permits for Food Service		2,404.00
12854859	07/11/2024	nexVortex,Inc.	01-5910	2024-25 VOIP Services		433.02
12854860	07/11/2024	Shred-it USA	01-5800	June Document Shredding		161.82
12854861	07/11/2024	Spreckels Water Company	01-5530	June water service		1,678.13
12854862	07/11/2024	Sturdy Oil Company	01-4310	June Bus Fuel		538.84
12854863	07/11/2024	Target Pest Control, Inc	01-5570	June Pest Control		80.00
12854864	07/11/2024	Verizon Wireless Services LLC	01-5940	June Cell Service		178.84
12856154	07/18/2024	All Safe Integrated Systems	01-5800	2024-25 Burglary Monitoring		300.00
12856155	07/18/2024	AT&T	01-5910	June BV Fax	29.16	
				June DO Phone Service	140.95	
				June SES Phone Service	30.60	
				June SPED Fax	27.56	228.27
12856156	07/18/2024	Carmel Monterey Travel	01-5200	CITE Conference transportation	311.19	
				Class travel	544.90	856.09
12856157	07/18/2024	CDW-G	21-5800	Viewboard installs		57,143.00
12856158	07/18/2024	DAVGP,Inc. Salinas Valley Tire	01-5600	Repair tire on utility trailer		23.22
12856159	07/18/2024	Hydro Turf, Inc	01-4300	2024-25 Landscape Maintenance Supplies		245.43
12856160	07/18/2024	Lozano Smith, LLP	01-5810	June 24 General Legal		158.00
12856161	07/18/2024	Pacific Gas & Electric	01-5520	June Electric-BVMS		3,110.43
12856162	07/18/2024	PB Bank Inc Reserve Account	01-5930	2024-25 Postage		1,500.00

ie preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the  
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## Checks Dated 07/01/2024 through 07/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12856163	07/18/2024	The Lew Edwards Group	01-5800	Prof Svcs/Bond		5,000.00
12856164	07/18/2024	Valley Saw & Garden Eq	01-4300	Belt for riding mower	40.41	
				Landscaping Equipment & Supplies	2,971.52	
				Pulley for riding mower	38.35	
			01-4400	Landscaping Equipment & Supplies	3,423.86	
			01-6400	Landscaping Equipment & Supplies	15,371.48	21,845.62
12856885	07/23/2024	ACSA Foundation	01-5300	24-25 Membership/Superintendent		2,050.32
12856886	07/23/2024	Board of Equalization Motor Carrier Office	01-4310	Q 4 Fuel Tax		13.00
12856887	07/23/2024	CopyMat CA LLC	01-4300	Form Printing for Spreckels School		486.49
12856888	07/23/2024	CSBA	01-5300	GAMUT Policy & Memberships	9,715.00	
			01-5800	GAMUT Policy & Memberships	4,975.00	14,690.00
12856889	07/23/2024	Fifth Wonder, LLC	01-5800	A Day to Be Brave Author Event		1,000.00
12856890	07/23/2024	Monterey County Sheriff Dept	01-5800	24-25 Alarm Permits/Yearly per site		62.00
12856891	07/23/2024	Pacific Gas & Electric	01-5510	2024-25 Gas Service-BVMS	86.60	
				2024-25 Gas Service-SES	74.79	
			01-5520	2024-25 Electric Service-DO	978.45	
				2024-25 Electric Service-SES	3,323.83	4,463.67
12856892	07/23/2024	School Innovations & Achieve	01-5800	SARC & Governance Program 24-25		9,200.00
Total Number of Checks					41	157,857.08

## Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	39	98,310.08
13	Cafeteria Fund	1	2,404.00
21	Building Fund	1	57,143.00
Total Number of Checks		41	157,857.08
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			157,857.08

ie preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.



Alta Speech Language Pathology & Educational Enrichment, Inc.  
"Casa Cultura"  
Salinas, California  
831-229-8147



## **Proposal for Educational Enrichment Program at Spreckels Elementary School**

**Project Name:** Casa Cultura Enrichment Program

**Purpose:** To promote cultural awareness and appreciation for the arts while enhancing language and literacy development.

### **Project Description:**

The focus will be Mexican Folklore and how it relates to and is influenced by various cultures around the world. Instructors will provide the students of Spreckels Elementary School opportunities for cultural learning and expression through dance, arts & crafts, music, and storytelling. Spreckels students will benefit from participating in enriching activities that promote a lifestyle of physical activity, art appreciation, and cultural awareness. Additionally, literacy skills will be targeted via cultural teachings that incorporate storytelling, personal narration, and learning new vocabulary in English and Spanish.

-Classes will be held after school, twice a week for 60 minutes.

-A total of 48 sessions for the school year will be provided per class. 24 sessions will be provided in the fall and 24 sessions will be provided in the spring.

-Classes will be divided by grade levels as decided by instructors and school administration.

-Students will have the opportunity to perform and or exhibit their learning at school and or community events.

### Learning Objectives

Students will:

- Use gross and fine motor skills via dancing and arts & crafts.
- Further develop receptive language skills by following directions and analyzing cultural storytelling.
- Further develop expressive language skills by sharing personal narratives and preparing oral presentations.



Alta Speech Language Pathology & Educational Enrichment, Inc.  
"Casa Cultura"  
Salinas, California  
831-229-8147



**Applicant Information:**

*Casa Cultura is a branch of Alta Speech Language Pathology & Educational Enrichment Inc. that focuses on providing community enrichment classes to schools and private groups. The focus of the enrichment classes is to promote cultural awareness and art appreciation.*

Casa Cultura will be responsible for the following:

- Providing instructors, assistants, volunteers, and a project administrator
- Training all instructors to teach safe and appropriate dance technique, respectfully teach cultural awareness, and incorporate language and literacy skills into lessons.
- Fingerprinting of all instructors, staff, and volunteers
- Providing adequate liability insurance
- Providing all materials for instructors to carry out cultural awareness lessons
- Providing students with all necessary outfits and accessories for performances

**School District & Participant Responsibilities:**

- Classes should be held in an appropriate space, such as a large classroom, a multi-purpose room, cafeteria, or an auditorium.
- Parents or the school will be responsible for providing the student's performance dance shoes.
- Parents and students will be expected to sign contracts, where they will agree to participate in dance classes & performances, follow the rules and procedures, and maintain appropriate behavior. In addition, attendance will be taken at every class with the expectation that absences will be kept to a minimum.



Alta Speech Language Pathology & Educational Enrichment, Inc.  
"Casa Cultura"  
Salinas, California  
831-229-8147



### **Project Budget:**

Fees are in total amounts for the spring and fall semesters of the 2024-2025 school year. Fees include classes and performances as listed in the Project Description section.

Class 1: 2 semesters - \$4,532

Class 2: 2 semesters - \$4,532

Administrative Fee - \$1,400

Wardrobe & Consumable Items Fee - \$2,600

**TOTAL - \$13,064.00**

*Please contact Eliana R. De Santos with any questions at 831-229-8147 or [info@altaspeech.com](mailto:info@altaspeech.com). Thank you for your consideration.*



June 12, 2024

Superintendent and Board President  
Spreckels Union SD  
P.O. Box 7362  
Spreckels, CA 93962-7362

Dear Superintendent and Board President of Spreckels Union SD:

Please find your enclosed invoice for Spreckels Union SD's 2024–25 CSBA membership dues. We greatly appreciate your membership in CSBA and the difference it makes for California's public schools, and we look forward to our continued partnership. This mailing contains:

**Invoice for your 2024-25 CSBA membership dues:**

Your membership in CSBA allows you to take advantage of a host of CSBA's optional subscription services.

**Invoice(s) for optional subscription services, as listed below:**

**Educational Legal Alliance (ELA)** offer of membership, included on your membership invoice ([csba.org/ela](https://csba.org/ela)).

**GAMUT** subscription renewal (Policy, Policy Plus and/or Meetings, as applicable, for current subscribers).

For any questions about your membership benefits, CSBA's Director of Membership, Aaron Davis, can be reached at (916) 669-3274 or [adavis@csba.org](mailto:adavis@csba.org).

CSBA is *your* association, and we encourage you to contact us any time regarding your membership needs. Thank you for your membership in CSBA and for all that you do to ensure a quality education for every student you serve.

Sincerely,

Albert Gonzalez  
CSBA President

Vernon M. Billy  
CSBA CEO & Executive Director





California School Boards Association  
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number**      **Invoice Date**      **PO #**  
INV-72603-L7X5L5      6/5/2024

**Bill To:**

Spreckels Union SD  
P.O. Box 7362  
Spreckels, CA 93962-7362  
United States

**Ship To:**

Spreckels Union SD  
P.O. Box 7362  
Spreckels, CA 93962-7362  
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership ( 07/01/2024 - 06/30/2025 )	\$7,772.00	1.00	\$7,772.00	
ELA	ELA Membership ( 07/01/2024 - 06/30/2025 )	\$1,943.00	1.00	\$1,943.00	
CSBA dues not processed before September 15 will result in a disruption of CSBA services. Trustees and employees of LEAs that have not paid membership dues by September 15 will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues may be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.					

**Total Invoice:** \$9,715.00

**Total Paid:** \$0.00

**Balance Due:** \$9,715.00

CSBA  
7/1/24  
7/22/24

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association  
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number**      **Invoice Date**      **PO #**  
INV-71596-K2C5W6      6/5/2024

**Bill To:**  
Spreckels Union SD  
P.O. Box 7362  
Spreckels, CA 93962-7362  
United States

**Ship To:**  
Spreckels Union SD  
P.O. Box 7362  
Spreckels, CA 93962-7362  
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY/P LUS	Gamut Policy Plus (Member) ( 07/01/2024 - 06/30/2025 )	\$2,975.00	1.00	\$2,975.00	Net 30
GAMUT/POLICY	Gamut Policy (Member) ( 07/01/2024 - 06/30/2025 )	\$2,000.00	1.00	\$2,000.00	Net 30
Have you renewed your CSBA Membership for 2024-25? Only CSBA members enjoy exclusive access to GAMUT and to CSBA's trainings, resources and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access to GAMUT services.					

**Total Invoice:** \$4,975.00

**Total Paid:** \$0.00

**Balance Due:** \$4,975.00

BBB  
7/1/24

----- ✂ -----  
PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

**AGREEMENT GRANTING USE OF SCHOOL DISTRICT FACILITIES  
FOR  
OPERATION OF CHILD CARE OR DAY CARE CENTER**

**THIS AGREEMENT** made this 1st day in July, 2024 by and between the Board of Trustees of the Spreckels Union School District, hereinafter "District," and the Salinas Community YMCA, hereinafter "YMCA."

**WITNESSETH:**

WHEREAS, sections 35160 and 35160.1 of the Education Code grant the District broad authority to carry on activities and programs, including the expenditure of funds for such programs and activities which are necessary or desirable in meeting the District's needs and are not inconsistent with the purposes for which the funds are appropriated; and

WHEREAS, section 40041 of the Education Code authorizes the District to grant use of school facilities or grounds as a civic center upon the terms and conditions the District deems proper for the purpose of operating child care or day care programs to provide supervision and activities for children of preschool and elementary school age; and

WHEREAS, the District desires to make available child day care services for eligible children within the District; and

WHEREAS, the YMCA is a non-profit, tax-exempt corporation which is organized to promote youth and recreational activities and desires to provide for the District the child day care services set forth herein below on the terms and conditions contained herein; and

WHEREAS, use of the District facilities and grounds by the YMCA during normal school hours is not inconsistent with the use of the school facilities or grounds for school purposes, will not unduly interfere with the regular conduct of schoolwork, will not disrupt the residents in the surrounding neighborhood, and will not jeopardize the safety of the children of the school.

NOW, THEREFORE, the parties hereby mutually agree as follows:

- I. GRANT OF USE OF FACILITIES AND GROUNDS. The District hereby grants to the YMCA the use of the following vacant classroom facilities for the sole purpose of providing the child care or day care programs specified herein:

**Spreckels Elementary School - rooms #27 and #33**

- 1.1 In addition to the above facilities, the YMCA may use school restroom facilities, playgrounds, and playing fields of the District so long as such use does not interfere with the conduct of the District's educational activities and programs.
  - 1.2 The YMCA is authorized to use one set of restrooms designated by the school principal. The YMCA program is authorized to use fields, out-door equipment, and/or hard-court areas not otherwise designated for use by a group authorized by the school principal. The YMCA is authorized to use the facilities only during normal and approved hours of operation.
  - 1.3 Except as provided herein, the YMCA may not use District facilities or grounds without the prior written consent of the District, consent will be not unreasonably withheld.
2. SCOPE OF PROGRAM. The YMCA hereby agrees to provide the following childcare or day care programs for the District for elementary school age children:
- 2.1 Program description. A childcare program for students attending District elementary schools (listed above). The program will operate within the time limits of 7:00 AM to 6:00 PM on school days as listed in the District calendar. Students will be able to participate in the program before school begins and after class ends in the afternoon.

- 2.2 Qualifications and supervision: ensure all YMCA Staff and Volunteers assigned to this project complete all required background screenings necessary for ensuring the safety of students.
- 2.3 Eligible children: the program will be available for children in kindergarten to fifth grades that attend any District elementary school. Financial assistance will be made available for those who are unable to pay the entire program fee.
- 2.4 Maximum number of participants: maintain a maximum student to staff ratio of 30:3. Participants will be designated per the capacity space usage issued by the school district in accordance with the fire marshal clearance and approved capacity.
- 2.5 Hours of operation and days of operation: the program site will be open Monday through Friday during the normal school calendar. The program will be available from 7:00 AM – school opening and from school closing until 6:00 PM. A full day program will be available during school vacations within the school year but not during the summer. Full day programs may be held at alternative site(s).
3. TERM OF THE AGREEMENT. This Agreement shall commence August 14, 2024, and shall terminate June 5, 2025, unless sooner terminated as provided here in below. This Agreement supersedes any prior agreement(s).
4. CONSIDERATION. In consideration of the use of the District's facilities and grounds, the YMCA agrees to pay, and the District agrees to accept as full payment for its direct costs, the sum of One Thousand Eight Hundred Fifty \$1,850) **payable on September 1 of each year.**
  - 4.1 The direct costs to the District for the use of school facilities and grounds include the costs of utilities (except telephone), routine normal maintenance (see below), services of any other District employees, and salaries paid to District employees necessitated by the YMCA's use of the District's facilities and grounds.
  - 4.2 The YMCA shall arrange for and pay for any and all custodial services and supplies used in conjunction with the childcare or day care program operated hereunder.
  - 4.3 The YMCA shall pay for any and all telephone services used in conjunction with the childcare or day care program operated hereunder.
  - 4.4 In addition to the foregoing payments for the Districts direct costs, the YMCA agrees that it may be charged for an amount necessary to repay the damages to the District if any activities of the YMCA result in damage to or destruction of District real or personal property.
5. MAINTENANCE AND ALTERATIONS. The YMCA shall maintain the premises in good condition at all times at its own expense, and the District shall not be required to make any improvements or repairs of any nature whatsoever except normal maintenance and to maintain proper heating and electrical service. The District shall care for and maintain the grounds, including but not limited to lawn, trees, shrubbery, flowers, walkways, and sidewalks.
  - 5.1 The YMCA shall not make or cause to be made any alteration, addition or physical change to the site, the facilities, or the grounds without prior written consent of the District. The costs of any such alterations, additions, or physical changes shall be born solely by the YMCA. Upon expiration or termination of this Agreement, any alterations, additions, or physical changes not removed from the District's facilities or grounds shall become the property of the District.
6. RIGHT OF ENTRY. The District, its officers, employees, and authorized agents may enter upon any District facilities and grounds used by the YMCA pursuant to this Agreement at any time, with or without advance notice, for the purpose of determining whether the YMCA is complying with the terms and conditions hereof or for any other purpose incidental to the rights of the District.
7. HOLD HARMLESS AND INSURANCE. The YMCA agrees to and does hereby indemnify and hold harmless the District, its officers, employees, and authorized agents, with respect to any liability or claim of liability arising out of the use of the District's facilities and grounds, other than liability or claim of liability resulting from the

sole negligence or willful misconduct of the District, its officers, employees, authorized agents, or independent contractors who are directly employed by the District.

- 7.1 The YMCA, at its own expense, cost, and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its officers, employees, or authorized agents, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, employees, or authorized agents in any such action, suit or other proceeding.
- 7.2 The YMCA shall take out and maintain during the term of the Agreement such liability and property insurance as shall protect the YMCA and the District with respect to those claims and liabilities as to which the YMCA holds the District harmless as provided for above. A copy of the insurance policy or coverage summary sheet shall be provided to the District.
  - 7.2.1 The coverage provided by such insurance shall be in amounts not less than \$1,000,000.00.
  - 7.2.2 Such insurance shall be placed with an insurance company authorized to conduct insurance business in the State of California, shall name the District as an additional insured under the policy, and shall be primary to any insurance or self-insurance maintained by the District.
  - 7.2.3 Pursuant to Labor Code section 3700, the YMCA shall take out and maintain during the term of this Agreement workers' compensation insurance in statutory limits covering its employees in the childcare or day care program operated herein.
8. NEGATION OF PARTNERSHIP. It is mutually agreed that the District has absolutely no authority of any kind concerning any matter, cause, or thing whatsoever in connection with the YMCA that has not been specified in this Agreement. Nothing contained herein shall be construed as constituting the YMCA as a partner, employee, agent, or joint venture of or with the District; nor shall either party to this Agreement have any authority to bind the other in any respect.
9. INSPECTIONS. The parties agree that there shall be a pre-inspection and post-inspection of the facilities to be conducted by representatives of the District and the YMCA. The purpose of the pre-inspection is to determine the items of personal property in the facilities to be used by the YMCA and their conditions; the purpose of the post-inspection is to determine if all items of personal property have been returned and what repairs or replacements, if any, need to be made.
10. NON-ASSIGNMENT. The YMCA shall not assign its rights or privileges under this Agreement or any interest therein, and shall not attempt to confer any of its privileges under this Agreement to any third party.
  - 10.1 The YMCA shall not permit any other person, corporation, association, or entity to occupy or use the District's facilities or grounds or any portion thereof, without the prior written consent of the District; and any such consent shall not be deemed to be a consent to any subsequent grant of privilege.
  - 10.2 Any authorized grant of use by the YMCA shall be void and shall, at the District's option, terminate the rights and privileges of the YMCA under this Agreement. This grant of use of District facilities and grounds shall not, nor shall any interest therein, be assignable as an interest of the YMCA, by operation of law or otherwise, without the written consent of the District.
11. WAIVER. The waiver by the District of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of money-consideration hereunder by the District shall not be deemed to be a waiver of any prior-occurring breach by the YMCA of any term, covenant, or condition of this Agreement, other than the failure of YMCA to pay the particular money-consideration so accepted.
12. REASONABLE ATTORNEY'S FEES. In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this Agreement by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal,



if any. As used herein, the term “party prevailing” means the party in whose favor final judgment is rendered.

13. TERMINATION. Either party may terminate this Agreement for any reason by giving written notice of termination at least sixty (60) days in advance of the effective date of termination, providing that the party giving such notice is not in default of any of the terms, covenants, or conditions of this Agreement at the time of such notice or on the effective date of termination.

13.1 Either party may terminate this Agreement for cause by giving written notice of termination at least seven (7) calendar days in advance of the effective date of termination, providing that the party giving such notice is not in default of any of the terms, covenants, or conditions of this Agreement at the time of such notice or on the effective date of, termination. Such notice of termination for cause shall describe with reasonable specificity the grounds for which the notice is given, including the provision, term, covenant, or condition of the Agreement breached by the other party.

14. NOTICES. Except as otherwise specifically provided in this Agreement, all notices and demands required to be given by the District to the YMCA or by the YMCA to the District, shall be in writing and delivered in person or by registered or certified mail, as follows:

14.1 Notices and demands to the District:

Bernard Burchette, Chief Business Official  
Spreckels Union School District  
130 Railroad Ave,  
P.O. Box 7362  
Spreckels, CA 93962  
(831) 455-2550 ext. 311  
bburchette@susd.net

14.2 Notices and demands to the YMCA:

Chief Financial and Administrative Officer  
Salinas Community YMCA  
117 Clay Street  
Salinas, CA 93901  
(831) 758-3811

14.3 Any such notice or demand shall be deemed served at the time of delivery if delivered in person, or on the business day following deposit thereof in the United States mail if sent postage prepaid by registered or certified mail.

15. MISCELLANEOUS.

15.1 Time is of the essence. Time is hereby expressly declared to be of the essence of this Agreement and all its terms, conditions, covenants, and provisions herein contained.

15.2 Non-discrimination: it is the policy of the District that, in connection with all programs, activities, and work performed under contracts, there be no discrimination against any prospective or present pupil or employee enrolled in/or engaged in the program, activity, or work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The YMCA agrees to comply with applicable Federal and California laws relating to non-discrimination in programs, activities, and work for public school districts and public entities.

15.3 Binding effect: the terms, conditions, and covenants of this Agreement shall, subject to the provisions of Paragraph 10 relating to non-assignment, apply to and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.

15.4 Entire Agreement: this Agreement contains the entire agreement between the parties relating thereto. All prior negotiations or stipulations concerning this matter, which preceded or accompanied the execution hereof, are conclusively deemed to be superseded hereby; provided, however, that this Agreement may

in the future be altered by written agreement of the parties or by an executed oral agreement and not otherwise.

- 15.5 Negotiations: it is understood and agreed by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Agreement within the meaning of the Civil Code Section 1654.
- 15.6 Severability: in the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SPRECKELS UNION  
SCHOOL DISTRICT

By \_\_\_\_\_

Title Chief Business Official

~~SALINAS COMMUNITY YMCA~~

By \_\_\_\_\_

Title Chief Financial and Administrative Officer

Pres. and CEO

# **Spreckels Union School District and Salinas Community YMCA**

## **Facility User - Hold Harmless and Indemnification Agreement**

**Addendum to  
AGREEMENT GRANTING USE OF SCHOOL DISTRICT FACILITIES  
FOR  
OPERATION OF CHILD CARE OR DAY CARE CENTER**

THIS AGREEMENT, made this 26th day of July, 2024 by and between YMCA and the Spreckels Union School District (District). In order to conduct the activity listed below at school/s on date(s):

Salinas Community YMCA, August 14, 2024 through June 5, 2025 from 7:00 AM to 6:00 PM on school days as listed in the District calendar.

We, agree to and do hereby indemnify and hold harmless the Spreckels Union School District, its Board, officers, agents, employees and volunteers ("District") from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever (including reasonable attorney fees) which may be incurred by reason of:

- A. Bodily injury to or death of persons, or damage to or theft of property sustained by the undersigned, its volunteers and agents or any person, firm or corporation hired or employed by the undersigned in connection with the Activity listed above; except for liability, loss or damage attributed to the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers.
- B. Bodily injury to or death of persons, or damage to property, sustained by any participant in the Activity listed below, any guest or attendee, or any other third party that is caused by any act, neglect, default, omission, or liability of the undersigned, its volunteers and agents, or any person, firm, or corporation hired or employed by the undersigned in connection with the Activity listed below; except for liability, loss or damage attributed to the sole negligence or willful misconduct of the District, its Board, officers, agents, employees or volunteers.
- C. Harm (including death and health related injuries) arising from any person claiming to have contracted, or demonstrating contraction of, COVID, or any related sickness or ailment as the result of participating in the Activity listed below and/or entering the property at the permission or request of the undersigned. The undersigned is solely responsible for implementing any cleaning measures required or suggested to ensure the property is safe



for use prior to any of undersigned's volunteers, agents, personnel or invitees enter the property and adequately cleaning the property after any such use/Activity.

- D. The undersigned's responsibility and liability set forth herein shall include, but is not limited to, taking all steps and actions necessary or required to address the COVID pandemic with respect to this agreement, including but not limited to, ensuring any of the undersigned's volunteers, agents, personnel and invitee(s) comply with all current and future requirements and recommendations issued by any government agency (including the City, County, State, or the Federal Government, including its associated agencies such as the Center for Disease Control) related to the COVID pandemic that are applicable to the property, including adherence to any protective measures established by such government agencies applicable to events at or use of the property. The undersigned shall be solely responsible for determining and implementing the specific actions and requirements applicable to the Activity listed below that is conducted at the property at the time of the Activity, including any limitation on the number of attendees, required protective gear (such as mask and/or gloves) and the specific social distancing requirements applicable at the time.
- E. The undersigned acknowledges and understands that the District makes no representation or warranty regarding the condition of the property with respect to COVID at any time during this agreement and shall have no duty or responsibility to ensure the property is sanitized or otherwise made clear of the COVID virus. The undersigned shall be solely responsible for determining whether the Activity/use of the property listed below is permissible based on current and future regulations or requirements established by any governmental agency at the time of such event and shall indemnify, defend, hold harmless the District from any penalty, cost, or action claiming that any District activity at the property violated any applicable governmental regulation or requirement. However, the District, at its sole discretion, can require the undersigned to cancel or reschedule the Activity by the undersigned at the property if the District determines, at its sole discretion, that the Activity would be in violation of any applicable governmental regulation or requirement or create a public safety hazard. However, the District's right to require cancellation or rescheduling shall in no way limit the undersigned's liability and indemnification obligations set forth herein.
- F. The undersigned at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its Board, officers, agents, employees or volunteers, on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees or volunteers in any action, suit or other proceedings as a result thereof. The undersigned agrees to a Waiver of Subrogation provided in favor of the following Additional Insured (Spreckels Union School District) with respects to General Liability & Workers Compensation.

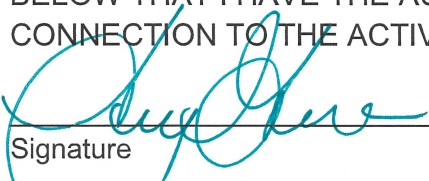
The undersigned shall procure and maintain during the life of this agreement, General Liability Insurance with a \$1,000,000 per occurrence and \$2,000,000 Aggregate Limit of Liability for Bodily Injury, Property Damage, including Blanket Contractual Liability. Organizations that provide services for children shall provide proof of sexual molestation and abuse coverage with a \$1,000,000 per occurrence, \$2,000,000 aggregate limit of liability.

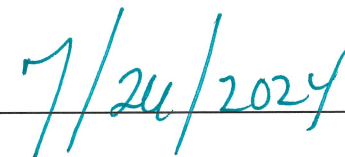
The certificate of commercial general liability insurance shall name the District as additional insured. The additional covered party/insured endorsement must be in the form of an Endorsement attached to the organization's Certificate of Insurance and must contain the following text:

Spreckels Union School District  
130 Railroad Ave,  
P.O. Box 7362  
Spreckels, CA 93962

The insurance coverages noted above shall be considered primary and non-contributory. The undersigned shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by any persons associated with the undersigned and resulting from the named activity. The District assumes no responsibility whatsoever for any property placed on the premises. At the District's sole discretion, limits of liability coverage may be increased and additional insurance may be required depending upon use of property.

I, THE UNDERSIGNED, HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO ALL TERMS AND CONDITIONS OF THIS DOCUMENT, AND ASSERT BY THE SIGNATURE BELOW THAT I HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT IN CONNECTION TO THE ACTIVITY BELOW.

  
Signature

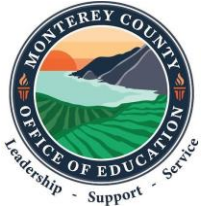
  
Date

  
Title

Central Coast YMCA  
Organization

Afterschool Program  
Activity Name

August 14, 2024 – June 5, 2025  
Activity Date



# MONTEREY— COUNTY

## OFFICE *of* EDUCATION

**Dr. Deneen Guss**  
*County Superintendent of Schools*

This CONTRACT is hereby entered into between the Monterey County Office of Education, hereinafter referred to as “MCOE” and Spreckels Union Elementary School District, hereafter referred to as “DISTRICT”.

### **EFFECTIVE DATE AND TERM**

The period of this CONTRACT is from July 1, 2024 through June 30, 2025 at which time it will expire unless extended under a mutual agreement to amend the term of the CONTRACT. The use of the classrooms for summer sessions are included in this CONTRACT.

### **PURPOSE**

For the purpose of providing Special Education services at the following DISTRICT school sites.

A. MCOE will place (1) MCOE owned classroom(s) and/or other relocatable building(s) at the following site(s):

- Spreckels Elementary School, room 32;

B. MCOE will lease (2) DISTRICT owned classroom(s) at the following site(s):

- Buena Vista Middle School, room D-2
- Spreckels Elementary School, room 34;

C. MCOE will trade (1) MCOE owned classroom(s) with DISTRICT owned classroom(s) located at the following site(s):

- MCOE owned room 32 at Spreckels Elementary School for DISTRICT owned room 8 at Spreckels Elementary School;

D. The DISTRICT owns the School.

**CLASSROOMS**

Site	Room #	Owned/ Leased/ Trade	Leased	Utilities	Custodial Services	Custodial	Total
Buena Vista Middle School	D-2	Leased	\$8,291.00	\$2,500.00	DISTRICT custodial	\$7,550.00	\$18,341.00
Spreckels Elementary School	32 trade for 8	Owned	\$0.00	\$0.00	MCOE custodial	\$0.00	\$0.00
Spreckels Elementary School	34	Leased	\$8,291.00	\$2,500.00	DISTRICT custodial	\$7,550.00	\$18,341.00
Spreckels Elementary School	8 trade for 32	Leased		\$2,500.00	DISTRICT custodial	\$7,550.00	\$10,050.00
		<b>Total</b>	<b>\$16,582.00</b>	<b>\$7,500.00</b>		<b>\$22,650.00</b>	<b>\$46,732.00</b>

**BREAKDOWN OF TOTAL CONTRACT AMOUNT: \$46,732.00**

- **Lease.** MCOE will pay the DISTRICT \$16,582.00 annually based on whether the classroom is leased or owned, as specified above.
- **Utilities.** MCOE will pay the DISTRICT \$7,500.00 for utilities associated with the use of classrooms specified above. MCOE will pay for telephone installation and usage fees directly to the utility provider including other utility services as needed.
- **Custodial.** MCOE will pay the DISTRICT \$22,650.00 for custodial services associated with the use of classrooms specified above. Frequency and level of custodial services should meet CASBO standards, and necessity should be site and program specific.

**PAYMENT**

All sums due and payable under this CONTRACT shall be paid to the DISTRICT by a funds transfer, to occur no later than June 30 of contract year. The information below will allow MCOE to initiate the fund transfer to DISTRICT from MCOE.

The **MCOE** authorizes a transfer of funds as follows:

Fund	Resource	Yr	Goal	Function	Object	SubObject	Site	Local	Mgmt	Amount
01	6500	0	5001	8700	5600	00	000	0201	0201	\$28,391.00
01	6500	0	5001	8700	5600	00	000	0204	0201	\$18,341.00

The **DISTRICT** authorizes a transfer of funds as follows:

Fund	Resource	Yr	Goal	Function	Object	SubObject	Site	Local	Mgmt	Amount
01	0000	0	0000	0000	8689	00	000	0000	0000	\$46,732.00

## RESPONSIBILITIES

- **Maintenance; Damage to Property.** MCOE will, at its sole expense, keep and maintain the classroom(s) furniture and equipment in good sanitary order, condition and repair, ordinary wear and tear excepted. Each Party shall be liable to the other Party for all major damage, normal wear and tear excepted, to the classroom(s) caused by its own employees, agents and students and shall make proper repairs or replacements.
- **Site Training.** MCOE staff will be made available upon request for on-site training regarding Special Education, as needed to facilitate the DISTRICT'S Education Code compliance i.e., Disability Awareness and the success of all students at the School.
- **Remodeling.** Before MCOE remodels or renovates classroom(s) or attaches permanent equipment, furnishings or fixtures to classroom(s) or other portions of the School, it must obtain the DISTRICT'S prior written consent. MCOE shall bear the cost of such remodeling or renovation.
- **Use of Classroom(s), Inspection.** Except in the case of an emergency, the DISTRICT shall not use the classroom(s) without prior written consent by MCOE. The DISTRICT'S employees and agents may enter the classroom(s) at reasonable times to clean, repair and inspect the same, determine whether any damage has occurred and post reasonable notices to protect its rights.
- **Changes to School System.** If wiring, wireless access or any structural changes need to be made for the MCOE program to access Internet, or if wiring or modifications are required in order to reduce auditory stimuli of the classroom bell volume to accommodate the needs of MCOE students, MCOE will make such changes at MCOE's expense, subject to the DISTRICT'S approval.
- **Use of Related School Areas.** The DISTRICT shall allow MCOE and its students access to related areas, including cafeteria, playgrounds, playing fields, restrooms and parking lot, for the purpose(s), without prior written consent. MCOE students may require supervision by MCOE staff within the student bathrooms, for hygiene and safety purposes.

The School will provide MCOE staff access to all School facilities as needed, including but not limited to, the staff lounge and all staff bathrooms. The DISTRICT will provide MCOE equal access to conference rooms to accommodate Individual Education Plan (IEP) meetings and strategic team meetings, based on the School's facility usage procedures.

- **Equipment.** All equipment and furnishings in the classrooms will be retained by the owner of such items and have absolute title to the furniture and equipment.

## TERMINATION

If either party plans to terminate or amend the terms of the lease for the following academic year, notification must be given to either party by December 31 of the current academic year.

The DISTRICT reserves the right to terminate this CONTRACT if the classroom(s) are not being used for the intended purpose. MCOE reserves the right to terminate this CONTRACT in the event it has insufficient funding for its Educational Services, upon thirty (30) days written notice to the other Party. At the expiration of this CONTRACT or any sooner termination thereof, MCOE shall promptly remove all its property.

## **INDEMNITY**

Each Party agrees to indemnify and hold harmless the other from and against liabilities, actions, causes of action, damages and attorney's fees but only in proportion to and to the extent directly resulting from the negligent acts or omissions of the indemnifying Party, its agents and employees.

## **INSURANCE; SUBROGATION**

MCOE shall provide the DISTRICT with certificates of its general liability insurance and property insurance which covers the classroom(s) and DISTRICT. Each Party releases all claims against the other Party to the extent such claims are covered by the releasing Party's own insurance. MCOE will pay any increase in the cost of liability insurance on the School which the DISTRICT must pay due to MCOE's occupation and use of the classroom(s). The MCOE will report the rented facilities on its annual insurance questionnaire.

## **DISPUTE RESOLUTION**

It is the expectation of the Parties that each Party will make a good faith attempt to resolve any and all controversies, claims, disagreements, or other disputes arising out of relating to this CONTRACT ("Dispute"). In the event of any Dispute, the disputing Party shall give written notice of the Dispute to the other Party, which written notice shall include a reasonably detailed description of the Dispute. The Parties shall use good faith, reasonable, and diligent efforts to resolve the Dispute within ninety (90) days of delivery of the written notice. If the Parties are unable to resolve the Dispute, the Parties may pursue their legal rights through any other legally permissible means.

## **NON-DISCRIMINATION**

The Parties agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical disability, age, medical condition, marital status, sexual orientation, gender identity, genetic information, military status, or gender of such persons. All nondiscrimination rules and regulations required by law to be included in this CONTRACT are incorporated by this reference.

## **GOVERNING LAW**

The terms and conditions of this CONTRACT shall be governed by the laws of the State of California, with venue in Monterey County, California.

## **COMPLIANCE WITH LAWS**

The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this CONTRACT.

In accordance to the law, both parties will comply with **Title 45** - Public Welfare; **Subtitle A** - Department of Health and Human Services; **Subchapter A** - General Administration Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Health and Human Services (HHS) Awards (*Authority: 5 U.S.C. 301; 2 CFR part 200, Source 79 FR 75889, Dec. 19. 2014, unless otherwise noted*).

## **ASSIGNMENT OF RIGHTS**

Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this CONTRACT. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

**NOTICES**

All notices shall be delivered in person or by depositing said notice in the United States mail, certified mail postage prepaid, to:

Monterey County Office of Education	Spreckels Union Elementary School District
901 Blanco Circle	130 Railroad Ave.
Salinas, CA 93901	Spreckels, CA 93962
Attn: Erin Samples	Attn: Bernard Burchette
Phone: 831-784-4204 Ext.1204	Phone:

**SEVERABILITY**

If any term, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

**AMENDMENT**

This CONTRACT may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this CONTRACT was modified, canceled, superseded, or altered by oral CONTRACT, course of conduct or waiver.

**DEFAULT**

If either Party defaults in the performance of any of the material covenants or agreements herein contained and the default is not corrected within sixty (60) days after delivery of notice specifying the default in detail, this Agreement in its entirety shall be deemed cancelled and rendered void, as if the same had never existed, subject only to the accrued rights and obligations of the Parties to each other pursuant hereto.

**ATTORNEYS' FEES**

In the event either Party files a lawsuit against the other Party to enforce any of the terms hereof, the prevailing Party shall pay the other Party's attorneys' fees and expenses as the Court may deem reasonable and such fees and expenses shall become a part of the prevailing Party's judgment.


**CONFLICT OF INTEREST**

The DISTRICT represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT.

IN WITNESS WHEREOF, the Parties hereto have executed this CONTRACT, effective the day and year first above written.

**Monterey County Office of Education**

**Spreckels Union Elementary School District**

DocuSigned by:  
  
A6B4F6C26DB2470...

Authorized Signature

Name: Colleen Stanley

Title: Chief Business Official

Date: 7/22/2024

DocuSigned by:  
  
3767CBC2ACA4420...

Authorized Signature

Name: Bernard Burchette

Title: Bernard V Burchette II

Date: 7/22/2024



# FY 23/24 EDJOIN Service Agreement

This EDJOIN Service Agreement (hereinafter "Agreement") is by and between Spreckels Union School District which seeks to use EDJOIN services (hereinafter "Employer") whose name, address and other information appears herein this Agreement, and CodeStack, (hereinafter "SJCOE/CodeStack"), a department of the San Joaquin County Office of Education with its principle place of business at 2901 Arch-Airport Road, Stockton, CA 95206.

WHEREAS, upon subscribing to the EDJOIN service, in accordance with the terms of this Agreement, the Employer will be able to post jobs on the EDJOIN web site, accept online applications via the EDJOIN web site, use EDJOIN Applicant Tracking features, and search the EDJOIN applicant bank.

NOW, THEREFORE, In consideration of the foregoing premises and the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, SJCOE/CodeStack and Employer, intending to be legally bound, hereby agree as follows:

## Section 1: Employer's Duties

Employer agrees that it will not perform or fail to perform any act which would violate federal, state, or local law. Employer also agrees NOT TO MAKE UNSOLICITED contact to EDJOIN applicants to promote any services or products. This action is grounds for immediate termination of your account. You will also be in violation of this Agreement and subject to legal action.

## Section 2: Service Fees and Charges

In addition to Employer's other duties set forth in this Agreement, Employer shall pay all fees and charges - as set forth in the invoice below

## Section 3: Payment Policy

Employer shall pay to SJCOE/CodeStack the total fees, as defined in Section 2 above, upon signing this Agreement. Employer agrees that SJCOE/CodeStack shall terminate service if SJCOE/CodeStack does not receive payment for the total fees within sixty (60) days from the signing of this Agreement.

## Section 4: Service Cancellation

Employer may at any time cancel this contract upon written notice to SJCOE/CodeStack. The service fee is not refundable upon any such notice of termination.

## Section 5: Service Term

The Service Period shall begin the date the Employer accepts the terms of the Agreement and Generates the Invoice and shall continue for the remainder of the fiscal year. The term of this Agreement shall continue until the end of the Service Period or Employer is terminated by SJCOE/CodeStack under any provisions of this Agreement. SJCOE/CodeStack reserves the right to immediately terminate this Agreement upon: (i) A breach of Employer duties provided for under this Agreement including, but not limited to, Employer's failure to pay any amounts when they become due; or (ii) Making unsolicited contact to EDJOIN applicants to promote any services or products; or (iii) A requirement by law or regulatory act; or (iv) Employer becomes insolvent or commits any act of bankruptcy, or a petition for involuntary bankruptcy is filed against Employer, or Employer makes a general assignment for the benefit of creditors under the bankruptcy or insolvency laws.

## Section 6: Regulatory Compliance

Employer represents and warrants that it will conform to any and all laws, rules, regulations, requirements and/or other standards that are established by regulatory agencies. Employer specifically acknowledges and agrees that SJCOE/CodeStack has not and is not expected to provide Employer with any analysis, interpretation or advice regarding compliance with any aspect of any such laws, regulations, or guidelines.

## Section 7: Limitations of Damages

SJCOE/CodeStack shall not be held liable for any indirect, incidental, special or consequential damages or loss of revenue or profits arising under or with respect to this Agreement, even if SJCOE/CodeStack has been advised of the possibility of such damages.

## Section 8: Indemnification

SJCOE/CodeStack agrees to indemnify, defend and hold harmless Employer for and against any and all actions, claims, complaints, formal or informal, caused by or the result of negligence of SJCOE/CodeStack.

Employer agrees to indemnify, defend and hold harmless SJCOE/CodeStack for and against any and all actions, claims, complaints, formal or informal, caused by the result of negligence of Employer.

## Section 9: Relationship of the Parties

This Agreement is between two independent parties and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

## Section 10: Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is sought to be enforced.

## Section 11: Binding Effect

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Person Signing Service Agreement:

*Bern V. Barche*  
Chief Business Officer

Date Signed:

*7/26/24*

## SAN JOAQUIN COUNTY OF EDUCATION



James A. Mousalimas, Superintendent  
P.O. Box 213030  
Stockton, Ca 95213-9030

## INVOICE

TO: Spreckels Union School District  
Bernard Burchette II  
130 Railroad Ave.  
Spreckels CA 93962-7362

INVOICE: 243154
INVOICE DATE: 7/15/2024
CUSTOMER'S P.O. NO.: 24-25 1ED

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Spreckels Union School District EDJOIN Account Fees - FY 24/25, see service agreement for details.	\$800.00	\$800.00

REMIT TO: San Joaquin County Office of Education  
P.O. Box 213030, Stockton, CA, 95213-9030

Please contact Rachel Aschwanden at (209) 292-2662 with any questions or concerns regarding this info.

TOTAL:	\$800.00
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ACCOUNT NUMBER(S)	AMOUNT(S)
01-0000-0-0000-0000-8689-500-5026	\$800.00
INITIALS:	

Form #7667 Rev. 7/00

[Back to Account Details](#) | [Service Agreement Printable Version](#)



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**Re: Sped IA resignation letter**

1 message

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**Adrienne Kemp** <akemp@susd.net>  
To: Monica Valero <mvalero@susd.net>

Fri, Jul 26, 2024 at 11:36 AM

This letter is to inform Spreckels Union School District that I am resigning from my position as a Special Education Instructional Aide as I have accepted a teaching position at Spreckels school.

Sincerely,  
Adrienne "Adi" Kemp: