

John Muir Charter Schools  
960 McCourtney Rd Suite E  
Grass Valley, Ca 95949  
Phone: 530.272.4008  
Fax: 530.272.4009  
Web: [www.johnmuircs.com](http://www.johnmuircs.com)

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John Muir Charter Schools  
**John Muir Charter Schools Meeting of the Board of Directors**  
**Wednesday, August 9, 2023**  
**10:00 a.m.**

Sacramento Regional Conservation Corps  
6101 27th St, Sacramento, CA 95822

Riverside Heritage - Academy (UCCIE)  
Eric M. Solander Resource Center  
7801 Gramercy Place, Ste. B, Riverside, CA 92503

Join Via Zoom:  
Meeting ID: 841 5833 4094  
Dial by your location:  
+1 669 900 9128  
Audio of this meeting will be recorded

**AGENDA**

**1. Meeting Call to Order**

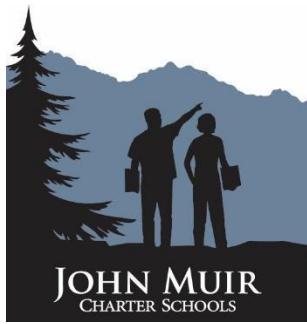
**2. Introductions**

**3. Order of Business**

**A. Reappointment of Board Members**

- I. Stanton Miller (2023-2027)
- II. Gil Botello (2023-2027)

**4. Oral Communications/Public Comments:** Recognition of individuals wishing to comment on non-agenda items may do so at this time. Individuals who wish to address an agenda item may do so at this time or at the time the agenda item is heard. After being recognized by the board president, please identify yourself. No individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, board members will not respond to presentations and no action can be taken. However, the board may give directions to staff following a presentation.



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**5. Additions to the Agenda**

**6. Adoption of the Agenda**

**7. Informational/Action Items**

**A. Closed Session:**

- i. Personnel Matters - Public Employee Performance Evaluation: Chief Operations Officer, Regional Directors (Gov. Code §54957)**
- ii. Report out from the closed session.**

**B. Approval of the Minutes of the Regular Board Meeting Wednesday, July 12, 2023 (Attachment 1, Page 5)**

**C. Approval of Vendor Payments 6/26/23 - 7/25/23 (Attachment 2, Page 9)**

**D. Approval of New and Termed Employees 7/1/23 - 7/25/23 (Attachment 3, Page 21)**

**E. Shall the John Muir Charter Schools' Governing Board stipend be increased 5% to adjust for inflation?**

**F. Approval of JMCS Declaration of Need for Fully Qualified Educators for 2023/24 school year (Attachment 4, Page 23)**

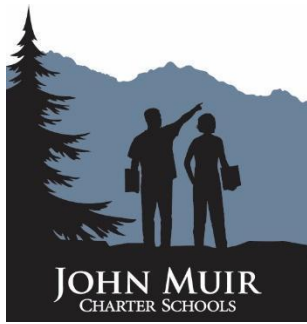
**G. Approval of 2.5% COLA to the John Muir Charter Schools Salary Step Schedule I (Attachment 5, Page 29)**

**H. Arts and Music Block Grant Spending Plan (Attachment 6, Page 31)**

**I. Approval of the 2023-2024 JMCS/MPP Dual Enrollment Contract (Attachment 7, Page 35)**

**8. Discussion Items**

**A. A-G Implementation Update (Matt Murdock)**



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**B. JMCS Foundation Report (Gil Botello)**

**C. CEO's Report**

**9. Miscellaneous Information Items**

**A. Correspondence**

**B. Notable Upcoming Dates:**

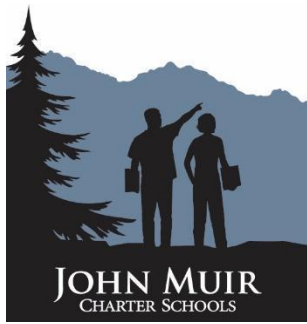
- August 9, 2023: First day of classes for the 2023-2024 school year
- September 13, 2023: Governing Board Annual Meeting and Brown Act Training
- October 16, 2023: Teacher Planning Day 3
- October 17, 2023: In-Service Day 1
- January 23-25, 2024: JMCS Professional Development Conference at the Hotel Maya, Long Beach

**10. Schedule of Future Board Meetings**

- Wednesday, September 13, 2023 (Annual Meeting), 10:00 am, Sacramento Regional Conservation Corps, 6101 27th St, Sacramento, CA 95822
- Wednesday, October 11, 2023, 10:00 am, California Conservation Corps Headquarters, 1719 24th Street, Sacramento, CA 95816

**Board Attendance at Upcoming Meetings:**

	<b>09/13/23</b>	<b>10/11/23</b>	<b>11/15/23</b>
<b>Stanton Miller</b>	Yes / No In-person / Remote	Yes / No In-person / Remote	Yes / No In-person / Remote
<b>Michael Corbett</b>	Yes / No In-person / Remote	Yes / No In-person / Remote	Yes / No In-person / Remote
<b>Sallie Wilson</b>	Yes / No In-person / Remote	Yes / No	Yes / No In-person / Remote



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		In-person / Remote	
<b>Len Eckhardt</b>	Yes / No In-person / Remote	Yes / No In-person / Remote	Yes / No In-person / Remote
<b>Gil Botello</b>	Yes / No In-person / Remote	Yes / No In-person / Remote	Yes / No In-person / Remote

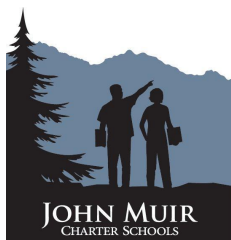
### 11. Request for Agenda Items

- January Maya In Service Update (August or September)
- 2023-2024 WASC Update

### 12. Adjournment

This agenda was posted at least 24 hours in advance of the meeting at:

John Muir Charter Schools Office  
960 McCourtney Road STE E  
Grass Valley, CA 95949  
and  
[www.johnmuircs.com](http://www.johnmuircs.com).



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## John Muir Charter Schools Board of Directors Meeting Minutes

Wednesday, July 12, 2023

**11:00 a.m.**

Nevada County Office of Education  
380 Crown Point Circle  
Grass Valley CA 95945

Available Via Zoom:

<https://us02web.zoom.us/j/89848500884>

Dial by your location:  
+1 669 900 9128 US

Audio of this meeting was recorded

### MINUTES

1. **Meeting Call to Order:** Stan Miller called the meeting to order at 11:16 a.m.
2. **Introduction and Welcome:** Stan welcomed all participants.
3. **Members of the JMCS Board and other parties in Attendance:**

**Board members present:** Stan Miller, Sallie Wilson, and Michael Corbett. Gil Botello was present via Zoom. Absent: Len Eckhardt.

**Staff Members Present:** RJ Guess, Dawn McConnell, Kyle Moneypenny, Rachael Navarette, Tammie Wood, and Dawn Ryley. Anna Pizello, Jan White, and Lita Lee present via Zoom.

4. **Oral Communications/Public Comments:** Recognition of individuals wishing to comment on non-agenda items may do so at this time. Individuals who wish to address an agenda item may do so at this time or at the time the agenda item is heard. After being recognized by the board president, please identify yourself. No individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, board members will not respond to presentations and no action can be taken. However, the board may give directions to staff following a presentation.

No public comments.

**5. Additions to the Agenda:**

None.

**6. Adoption of the Agenda**

On a motion by Michael Corbett which was seconded by Sallie Wilson, the agenda was adopted on a 4-0-0-1 vote (Ayes: Miller, Corbett, Wilson, Botello. Noes: None. Abstentions: None. Absent: Eckhart).

**7. Action Items**

**A. Closed Session:**

- i) Personnel Matters- Public Performance Evaluation: Chief Executive Officer (Gov. Code §549957) R.J. Guess.

Stan Miller moved the board into a closed session at 11:37 a.m.

Report from Closed Session: Stan Miller reconvened the meeting to open session at 12:13 p.m. Stan Miller asked for a motion to approve R.J. Guess's salary increase to step 7, COLA 2.5%. Michael Corbett so moved, seconded by Sallie Wilson. The motion was approved on a 4-0-0-1 vote (Ayes: Miller, Corbett, Wilson, Botello. Noes: None. Abstentions: None. Absent: Eckhart).

**B. Approval of Minutes of the Regular Board Meeting of Wednesday, June 14, 2023  
(Attachment #1, Page 5).**

On a motion made by Stan Miller and seconded by Sallie Wilson, the minutes of the regular board meeting Wednesday, July 12, 2023, were approved on a 4-0-0-1 vote (Ayes: Miller, Corbett, Wilson, Botello. Noes: None. Abstentions: None. Absent: Eckhart).

**C. Approval of Vendor Payments 5/26/23-6/25/23. (Attachment 2, page 11)**

The board reviewed the vendor payments dated 5/26/23-6/25/23. On a motion by Michael Corbett and seconded by Sallie Wilson, the vendor payments 5/26/23-6/25/23 were approved on a 4-0-0-1 vote: (Ayes: Miller, Corbett, Wilson, Botello. Noes: None. Abstentions: None. Absent: Eckhart).

**D. Approval of New and Termed Employees 05/23/23-06/23/23 (Attachment #3, Page 23)**

On a motion by Michael Corbett which and seconded by Sallie Wilson, the New and Termed Employee Report was approved on a 4-0-0-1 vote: (Ayes: Miller, Corbett, Wilson, Botello. Noes: None. Abstentions: None. Absent: Eckhart).

**E. Material Decrease of Attendance Waiver (Attachment 4, Page 25).**

Rachael Navarette presented the Material Decrease of Attendance Waiver and explained that the waiver allowed JMCS to recoup attendance revenues lost when classes were canceled during an official state of emergency. Rachael explained that all present board members must sign at the time of the meeting. The document was signed by Stan Miller, Sallie Wilson, and Michael Corbett and returned to Rachael Navarette for filing. On a motion by Stan Miller and seconded by Sallie Wilson, the waiver was approved on a 4-0-0-1 vote (Ayes: Miller, Corbett, Wilson, Botello. Noes: None. Abstentions: None. Absent: Eckhart).

**F. Approval of Regular Board Meetings, location, and time for the John Muir Charter School Governing Board.**

Board meetings will be held at 10:00 am at the Sacramento Regional Conservation Corps, 6101 27<sup>th</sup> Street, Sacramento, CA unless otherwise noted. On a motion by Michael Corbett and seconded by Sallie Wilson, the site location was approved 4-0-0-1 vote (Ayes: Miller, Corbett, Wilson, Botello. Noes: None. Abstentions: None. Absent: Eckhart).

**8. Discussion Items:**

**A. Digitization and Intranet Revision Update:**

Kyle Monneypenny discussed the file digitization and intranet system projects. The vendor is busy so the time frame of completion for the first batch has been pushed out into August. Remy Sturgis was at The Grass Valley Headquarters Office reviewing files to prepare for digitization. The intranet will require updating and upgrading. "Ballpark costs" were discussed with more final costs to be discussed and approved in the future.

**B. Expense Report from JMCS Headquarters Office Move (Attachment 5, page 37)**

R.J. Guess and Rachael Navarrete reviewed the office move expenditure report and questions were asked for clarification on the contents. Tammie Wood added that one expense that fell under the move regarding a server upgrade was a necessary expense whether the move occurred or JMCS remained in the old location.

**C. Equity Work Update (Attachment 5, Page 37)**

Introduced by Dawn McConnell (in person) and presented by Jan White (Via Zoom), the presentation discussed methods and practices to ensure equity and inclusion of all students and staff within the JMCS system. The general equity plan practices were outlined and there was a discussion of future plans and how success will be measured as the equity plan is implemented.

**D. JMCS Foundation Report: None**

**E. CEO's Report**

R.J. Guess updated the board on the final State Budget. A full COLA was funded at 8.22% and JMCS is in good financial standing. Charter Renewal was extended for an additional year in addition to the previous 2-year COVID extension. RJ discussed budget and legislation related to the non-classroom based schools moratorium, SB740 facilities funding changes, changes to charter renewal guidelines, and the Arts and Music Block Grant. The Arts and Music Block Grant spending plan will be provided at the next board meeting.

## **9. Miscellaneous Information Items:**

A. Correspondence: None.

B. Notable Upcoming Dates:

- August 9, 2023: First Day of Classes for the 2023-2024 School Year and Board meeting
- September 13, 2023: Governing Board Annual Meeting
- October 16, 2023: Teacher Planning Day 3
- October 17, 2023: Inservice Day 1
- January 23-25, 2024: JMCS Professional Development Conference at Hotel Maya, Long Beach CA

C. Additional Items:

New sites of Earl Jamison and Pine Grove were announced, open staff positions are close to being filled.

D. Schedule of Future Board Meetings:

- i. Wednesday, August 9, 2023, 10:00 a.m. Sacramento Regional Conservation Corps, 6101 27<sup>th</sup> Street, Sacramento CA 95822
- ii. Wednesday, September 13, 2023 (annual meeting) 10:00 a.m. Sacramento Regional Conservation Corps, 6101 27<sup>th</sup> Street, Sacramento CA 95822

The board meeting was adjourned by Stan Miller at 1:10 p.m.



## John Muir Charter Schools

## Vendor Activity

From 6/26/2023 Through 7/25/2023

Vendor Name	Vendor ID	Check/Vo... Date	Chc... Num...	Transaction Description	Res... Code	Obje... Code	Site Code	Expenses
Abila	ABIL000	7/13/2023	14174	Aug 2023 Financial Software Program Subscription	0000	5800	002	1,551.14
Advanced Technologies Consultants	ADV000	7/20/2023	14208	Introduction to Mechatronics Virtual for Rancho Cileo	6388	5800	322	395.00
Advanced Technologies Consultants	ADV000	7/20/2023	14208	Festo Meclab System for Rancho Cielo	6388	6400	322	1,000.00
Advanced Technologies Consultants	ADV000	7/20/2023	14208	Festo Meclab Systems for Rancho Cielo	6388	6400	322	23,560.00
AIM Equipment	AIM000	7/6/2023	14152	Equipment for Rancho Cielo Welding Program	6388	6400	322	17,399.35
Amazon Capital Services	AMAZ001	7/13/2023	14177	2023 Tassels	0000	4300	001	82.39
Amazon Capital Services	AMAZ001	7/13/2023	14177	Acct#A1GJATGXQUAYOW/Supplies for John Muir Charter Schools	0000	4300	001	(3.23)
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for Admin	0000	4300	001	74.23
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for Amazon	0000	4300	001	30.12
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for Headquarters	0000	4300	001	43.09
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for Business Services	0000	4300	002	331.66
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for IT	0000	4300	004	77.90
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for Placer	0000	4300	117	175.85
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for Norwalk	0000	4300	120	495.50
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for YC Santa Rosa	0000	4300	202	25.02
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for SRCC	0000	4300	204	44.91
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for UCCIE	0000	4300	209	353.74
Amazon Capital Services	AMAZ001	7/13/2023	14177	Acct#A1GJATGXQUAYOW/Supplies for John Muir Charter Schools	0000	4300	321	(12.83)
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for Rancho Cielo	0000	4300	322	456.23
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for VOALA No Hollywood	0000	4300	323	27.87
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for GEM Academy	0000	4300	402	120.97
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for Ready SET OC	0000	4300	408	226.73
Amazon Capital Services	AMAZ001	7/13/2023	14177	Desktop Computer for Dawn Ryley	0000	4400	001	963.29
Amazon Capital Services	AMAZ001	7/13/2023	14177	Webcam/Keyboard/Mouse for Dawn Ryley	0000	4400	001	193.01
Amazon Capital Services	AMAZ001	7/13/2023	14177	Phone for YC Santa Rosa	0000	4400	202	47.19
Amazon Capital Services	AMAZ001	7/13/2023	14177	4 Drawer Vertical File Cabinet for UCCIE	0000	4400	209	211.45
Amazon Capital Services	AMAZ001	7/13/2023	14177	Supplies for Community Schools Conf Wkshop	6332	4300	001	132.68
Anna Pizelo	PIZE000	7/13/2023	14200	06/14-06/22/2023 Mileage Reimbursement	0000	5200	001	109.39
AT&T	ATT0001	7/6/2023	14153	Ban#9391028101/Phn for SLO	0000	5930	110	17.38
AT&T	ATT0001	7/6/2023	14153	Ban#9391028068/Internet for Delta	0000	5940	101	213.72
AT&T	ATT0001	7/13/2023	14178	Ban#9391028095/Phn for Chico	0000	5930	102	98.67

Note: Partial Payments may cause totals to be overstated in the Expenses or the Charges column.

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**John Muir Charter Schools**

Vendor Activity

From 6/26/2023 Through 7/25/2023

Vendor Name	Vendor ID	Check/Vo... Date	Chec... Num...	Transaction Description	Res... Code	Obj... Code	Site Code	Expenses
AT&T	ATT0001	7/13/2023	14178	Acct #9391081852/Phn for Placer	0000	5930	117	25.36
AT&T	ATT0001	7/13/2023	14178	Ban#9391028095/Internet for Chico	0000	5940	102	163.23
AT&T	ATT0001	7/20/2023	14210	Ban#9391028099/Phn for Fresno	0000	5930	103	115.17
AT&T	ATT0001	7/20/2023	14210	Ban#9391028102/Phn for SLO	0000	5930	110	26.72
AT&T	ATT0001	7/20/2023	14210	Ban#9391057487/Phn for Tahoe	0000	5930	115	26.86
AT&T	ATT0001	7/20/2023	14210	Ban#9391028071/Phn for LA	0000	5930	119	26.72
AT&T	ATT0001	7/20/2023	14210	Ban#9391028099/Internet for Fresno	0000	5940	103	146.55
AT&T	ATT0002	7/13/2023	14179	Acct#150773226/Internet for Redding	0000	5940	111	42.80
AT&T	ATT0002	7/25/2023	14234	Acct#151953127/Internet for Tahoe	0000	5940	115	53.50
AT&T	ATT0003	7/13/2023	14180	Acct #08802453037260/Internet for Ukiah	0000	5940	116	214.00
Atrium Court, LLC	ATRO00	7/20/2023	14209	August 2023 Rent for YC Santa Rosa	0000	5600	202	3,040.20
Bank Of America	BOADELG	7/13/2023	14181	Food & Drink for Board Meeting	0000	4300	001	149.71
Bank Of America	BOADELG	7/13/2023	14181	Supplies for Headquarters	0000	4300	001	124.29
Bank Of America	BOADELG	7/13/2023	14181	Cap & Gowns for Norwalk	0000	4300	120	116.00
Bank Of America	BOADELG	7/13/2023	14181	Hotel Room for Botello, Gil/Board Meeting @ Rancho	0000	5200	001	397.27
Bank Of America	BOADELG	7/13/2023	14181	Hotel Room for Delgado, Luz/Board Meeting @ Rancho	0000	5200	001	459.96
Bank Of America	BOADELG	7/13/2023	14181	Hotel Room for Eckhardt, Len/Board Meeting @ Rancho	0000	5200	001	459.96
Bank Of America	BOADELG	7/13/2023	14181	Hotel Room for Guess, RJ/Board Meeting @ Rancho	0000	5200	001	448.34
Bank Of America	BOADELG	7/13/2023	14181	Hotel Room for Lee, Lita/Board Meeting @ Rancho	0000	5200	001	397.24
Bank Of America	BOADELG	7/13/2023	14181	Hotel Room for McConnell, Dawn/Board Meeting @ Rancho	0000	5200	001	448.34
Bank Of America	BOADELG	7/13/2023	14181	Hotel Room for Miller, Stan/Board Meeting @ Rancho	0000	5200	001	229.98
Bank Of America	BOADELG	7/13/2023	14181	Hotel Room for Navarette, Rachael/Board Meeting @ Rancho	0000	5200	001	459.96
Bank Of America	BOADELG	7/13/2023	14181	Travel to HQ for Sturgis, Remy	0000	5200	003	287.95
Bank Of America	BOADELG	7/13/2023	14181	Hotel Room for Moneypenny, Kyle/Board Meeting @ Rancho	0000	5200	004	448.34
Bank Of America	BOADELG	7/13/2023	14181	Travel to CCC Graduation for Reveles, EO	0000	5200	105	484.96
Bank Of America	BOADELG	7/13/2023	14181	Travel to CCC Graduation for Johnson, Rich	0000	5200	119	347.96
Bank Of America	BOADELG	7/13/2023	14181	Shipping/Postage for Admin	0000	5920	001	582.37
Bank of America	BOADICK	7/13/2023	14182	Supplies for Graduation/UCCIE	0000	4300	209	197.87

Note: Partial Payments may cause totals to be overstated in the Expenses or the Charges column.

Date: 8/1/23 10:37:05 AM

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# John Muir Charter Schools

## Vendor Activity

From 6/26/2023 Through 7/25/2023

Vendor Name	Vendor ID	Check/Vo... Date	Chec... Num...	Transaction Description	Res... Code	Obj... Code	Site Code	Expenses
Bank of America	BOAGUES	7/13/2023	14183	06/01-06/30/2023 Travel for Guess, Richard	0000	5200	001	1,964.92
Bank of America	BOAGUES	7/13/2023	14183	Hotel Deposit for Admin Retreat July 2023	0000	5800	001	1,000.00
Bank of America	BOAGUES	7/13/2023	14183	Credit for Fraud Charged to Card	0808	8699	001	(42.97)
Bank of America	BOALEEO	7/13/2023	14184	06/01-06/30/2023 Travel for Lee, Bolita	0000	5200	001	52.48
Bank of America	BOAMCCO	7/13/2023	14185	06/01-06/30/2023 Travel for McConnell, Dawn	0000	5200	001	287.23
Bank of America	BOAMONN	7/13/2023	14186	Dinner for Board Meeting held @ Rancho Cielo	0000	4300	001	212.07
Bank of America	BOAMONN	7/13/2023	14186	06/01-06/30/2023 Travel for Moneypenny, Kyl	0000	5200	004	510.18
Bank of America	BOAMONN	7/13/2023	14186	Advertisement for Employee Recruitment	0000	5800	001	1,533.16
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Adobe Acrobat/Delgado, Luz	0000	5800	001	16.99
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Adobe Acrobat/Lee, Lita	0000	5800	001	16.99
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Adobe Acrobat/McConnell, Dawn	0000	5800	001	16.99
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Texting App for Stdts	0000	5800	001	189.00
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Adobe Acrobat/Lawson, E	0000	5800	002	16.99
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Adobe Acrobat/Wood, T	0000	5800	002	16.99
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Adobe Acrobat/Sturgis	0000	5800	003	16.99
Bank of America	BOAMONN	7/13/2023	14186	JCMS Domain Name Yearly Renewal	0000	5800	004	71.97
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Adobe Acrobat/Moneypenny	0000	5800	004	16.99
Bank of America	BOAMONN	7/13/2023	14186	Monthly Subscription for Zoom/Moneypenny, Kyle	0000	5800	004	27.38
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Adobe Acrobat/YC Santa Rosa	0000	5800	202	16.99
Bank of America	BOAMONN	7/13/2023	14186	Mo. Subscription to Google Voice for VOALA	0000	5800	319	13.29
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Adobe Acrobat/Reyes, Janell	0000	5800	322	16.99
Bank of America	BOAMONN	7/13/2023	14186	Mo Subscription for Adobe Acrobat/LA LGBT	0000	5800	424	23.99
Bank of America	BOAMONN	7/13/2023	14186	Shipping/Postage of Inventory	0000	5920	004	175.76
Bank of America	BOAMONN	7/13/2023	14186	Internet for Monterey	0000	5940	114	96.30
Bank of America	BOAMONN	7/13/2023	14186	Internet for UCCIE	0000	5940	209	208.99
Bank of America	BOAMONN	7/13/2023	14186	Yearly Squarespace Sub for JMCS Foundation	0808	8699	001	276.00
Bank of America	BOAMOOR	7/13/2023	14187	Graduation Supplies for SRCC	0000	4300	204	89.17
Bank of America	BOAMOOR	7/13/2023	14187	Postage/Shipping for Admin	0000	5920	001	16.25
Bank of America	BOAMOOR	7/13/2023	14187	06/01-06/30/2023 Travel for Moore, Jaceyln	6332	5200	001	1,259.12
Bank of America	BOANAVA	7/13/2023	14188	Travel Exp to Board Meeting @ Rancho Cielo	0000	5200	001	19.62
Bank of America	BOANAVA	7/13/2023	14188	GED In Person Official Vouchers	0000	5800	001	1,750.00
Bank of America	BOANAVA	7/13/2023	14188	Adobe Acrobat Mo Subscription for Navarrete, Rachael	0000	5800	002	19.99
Bank of America	BOANAVA	7/13/2023	14188	Mo Financial Software Hosting Fee	0000	5800	002	462.00
Bank of America	BOANAVA	7/13/2023	14188	Yearly Subscription to Aatrix Software	0000	5800	002	549.00

Note: Partial Payments may cause totals to be overstated in the Expenses or the Charges column.

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**John Muir Charter Schools**

Vendor Activity

From 6/26/2023 Through 7/25/2023

Vendor Name	Vendor ID	Check/Vo... Date	Chc... Num...	Transaction Description	Res... Code	Obj... Code	Site Code	Expenses
Bank of America	BOANAVA	7/13/2023	14188	Employee Transportation Services/Payroll Deductions	0000	9529	000	183.00
Bank of America	BOAPIZE	7/13/2023	14189	Supplies for Ready SET OC	0000	4300	408	42.80
Bank of America	BOAPIZE	7/13/2023	14189	Field Trip Tickets for Ready SET OC	0000	5800	408	377.30
Bank of America	BOASML...	7/13/2023	14190	06/01-06/30/2023 Credit Card Transactions/Smith, Eric	6332	5200	001	11.00
Barnes Welding Supply	BARN001	7/20/2023	14211	3 Multimatic 220 for Rancho Cielo	6388	6400	322	12,349.52
Barnes Welding Supply	BARN001	7/20/2023	14211	Milleromatic 255 w/Running Gear for Rancho Cielo	6388	6400	322	4,254.79
Barnes Welding Supply	BARN001	7/20/2023	14211	Multimatic 120 for Rancho Cielo	6388	6400	322	4,122.47
Berkshire Hathaway	BERK000	6/29/2023	14134	Policy#JOWC218736/July 2023 Workers Comp	0000	9330	000	4,701.45
Homestate Companies								
Blue Shield of California	BLUE000	7/20/2023	14212	Aug 2023 Health Insurance	0000	9514	000	34,441.50
California Charter Schools Association	CACH000	6/29/2023	14135	CCSA Yearly Membership through 6/30/2024	0000	9330	001	8,370.00
California Dept of Tax & Fee Administration	STAT001	7/25/2023	14245	22.23 Use Tax Return for Admin	0000	4300	001	251.23
California Dept of Tax & Fee Administration	STAT001	7/25/2023	14245	22.23 Use Tax Return for Delta	0000	4300	101	11.31
California Dept of Tax & Fee Administration	STAT001	7/25/2023	14245	22.23 Use Tax Return for Camarillo	0000	4300	105	11.31
California Dept of Tax & Fee Administration	STAT001	7/25/2023	14245	22.23 Use Tax Return for Sac CCC	0000	4300	108	9.40
California Dept of Tax & Fee Administration	STAT001	7/25/2023	14245	22.23 Use Tax Return for Fortuna	0000	4300	112	22.60
California Dept of Tax & Fee Administration	STAT001	7/25/2023	14245	22.23 Use Tax Return for UCCIE	0000	4300	209	37.69
California Dept of Tax & Fee Administration	STAT001	7/25/2023	14245	22.23 Use Tax Return for Rancho Cielo	0000	4300	322	145.31
California Dept of Tax & Fee Administration	STAT001	7/25/2023	14245	22.23 Use Tax Return for Ready SET OC	0000	4300	408	30.15
California State University, Sacramento	SACS002	7/25/2023	14243	Final Invoice for CCC Graduation/Rooms for Stdts	0000	5800	000	5,539.50
CatapultK12	DNAD000	6/22/2023	14109	July 2023 Website & Video Hosting	0000	9330	004	148.95
CatapultK12	DNAD000	6/22/2023	14109	July 2023 Website Hosting	0000	9330	004	800.00
Central City Neighborhood Partners	CENT001	7/25/2023	14235	August 2023 Rent for GEM Academy	0000	5600	402	3,373.00

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**John Muir Charter Schools**

Vendor Activity

From 6/26/2023 Through 7/25/2023

Vendor Name	Vendor ID	Check/Vo... Date	Chc... Num...	Transaction Description	Res... Code	Obj... Code	Site Code	Expenses
CEV Multimedia	CEV000	7/20/2023	14213	Ag, Construction, Transportation & Manufacturing Courses	6388	5800	322	725.00
CEV Multimedia	CEV000	7/20/2023	14213	Agricultural Science Course for Teacher	6388	5800	322	825.00
CEV Multimedia	CEV000	7/20/2023	14213	Certifications Vouchers	6388	5800	322	1,500.00
CEV Multimedia	CEV000	7/20/2023	14213	CTE Students	6388	5800	322	1,000.00
CEV Multimedia	CEV000	7/20/2023	14213	Family & Consumer Sciences for Teacher	6388	5800	322	725.00
Charter Communications	CHAR000	7/13/2023	14191	Acct#110629101/Internet for LA	0000	5940	119	59.99
Charter Communications	CHAR000	7/13/2023	14191	Acct#110629101/Internet for Riverside	0000	5940	211	99.98
City of Riverside	CITYR00	7/20/2023	14214	August 2023 Rent for Riverside	0000	5600	211	1,312.08
Comcast	COMC000	7/6/2023	14155	Acct#8155600110424598/Internet for Headquarters	0000	5940	001	237.45
Comcast	COMC000	7/13/2023	14192	Acct#8155300342550860/Phn for YC Santa Rosa	0000	5930	202	86.95
Comcast	COMC000	7/25/2023	14236	Acct#963147273/Internet for Chico	0000	5940	102	89.92
Comcast	COMC000	7/25/2023	14237	Acct#964805790/Internet for YC Santa Rosa	0000	5940	202	290.78
Conservation Corp Long Beach	CONS000	7/20/2023	14215	August 2023 Rent for RJ Guess	0000	5600	001	237.80
Cristina A Dickason	DICK000	7/6/2023	14157	06/20/2023 Supply Reimbursement/UCCIE	0000	4300	209	8.60
Cristina A Dickason	DICK000	7/6/2023	14157	06/02-06/30/2023 Mileage Reimbursement/UCCIE	0000	5200	209	1,059.53
Cristina A Dickason	DICK000	7/6/2023	14157	06/27/2023 Mileage Reimbursement	6332	5200	209	104.80
Cristina Vanderlaan	VAND000	7/20/2023	14231	07/11/2023 HiSet Test Reimbursement/Camarillo	0000	5800	105	110.00
Cset - Comm	CSET000	7/20/2023	14216	June 2023 Fac Exp/Janitorial Supplies for CSET	0000	4300	207	216.05
Svcs/Employment Tr								
Cset - Comm	CSET000	7/20/2023	14216	June 2023 Fac Exp/Supplies for CSET	0000	4300	207	2.34
Svcs/Employment Tr								
Cset - Comm	CSET000	7/20/2023	14216	June 2023 Fac Exp/Utilities for CSET	0000	5500	207	742.12
Svcs/Employment Tr								
Cset - Comm	CSET000	7/20/2023	14216	June 2023 Fac Exp/Rent for CSET	0000	5600	207	1,435.62
Svcs/Employment Tr								
Cset - Comm	CSET000	7/20/2023	14216	June 2023 Fac Exp/Indirect Overhead Charges for CSET	0000	5800	207	7.30
Svcs/Employment Tr								
Cset - Comm	CSET000	7/20/2023	14216	June 2023 Fac Exp/Janitorial Services for CSET	0000	5800	207	657.33
Svcs/Employment Tr								
Cset - Comm	CSET000	7/20/2023	14216	June 2023 Fac Exp/Phn for CSET	0000	5930	207	368.50
Svcs/Employment Tr								
Cset - Comm	CSET000	7/20/2023	14216	June 2023 Fac Exp/Internet for CSET	0000	5940	207	86.80
Svcs/Employment Tr								

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**John Muir Charter Schools**

Vendor Activity

From 6/26/2023 Through 7/25/2023

Vendor Name	Vendor ID	Check/Vo... Date	Chc... Num...	Transaction Description	Res... Code	Obj... Code	Site Code	Expenses
Dataflow Business System, Inc.	DATA001	7/25/2023	14238	Acct#JM4008/Copier for Rancho Cielo	0000	5600	322	34.51
Envoy Plan Services, Inc	ENVO001	6/29/2023	14137	EE Envoy Contributions for 06/30/2023 Payroll Period	0000	9523	000	4,900.00
Envoy Plan Services, Inc	ENVO002	7/20/2023	14218	March 2019 403(b) Acct Monthly Maintenance Fee	0000	5800	001	50.00
Eric Smith	SMIT001	7/13/2023	14203	06/14-06/27/2023 Mileage Reimbursement	6332	5200	001	776.18
Eric Smith	SMIT001	7/13/2023	14203	06/14-06/27/2023 Travel Reimbursement	6332	5200	001	255.90
Franchise Tax Board	FRAN000	6/29/2023	14138	Garnishment Order#31207008486048226	0000	9520	000	500.00
Friday Partners LLC	FRI0000	7/20/2023	14219	20% Payment for Brand Communications & Website	0029	5800	001	17,600.00
Frontier Communications	FRON000	7/13/2023	14195	Acct#56286801910227145/Phn for Norwalk	0000	5930	120	185.39
Frontier Communications	FRON000	7/13/2023	14195	Acct#56286801910227145/Internet for Norwalk	0000	5940	120	96.48
Frontier Communications	FRON000	7/13/2023	14196	Acct#76077591291112155/Phn for UCCIE	0000	5930	209	131.34
Frontier Communications	FRON000	7/13/2023	14196	Acct#76077591291112155/Internet for UCCIE	0000	5940	209	78.75
Frontier Communications	FRON000	7/25/2023	14239	Acct#56269425651026125/Phn & Internet for Ready SET OC	0000	5930	408	92.45
Frontier Communications	FRON000	7/25/2023	14239	Acct#56269425651026125/Phn & Internet for Ready SET OC	0000	5940	408	103.64
Intermedia.net Inc	INTE001	7/6/2023	14158	Phn Services for Headquarters	0000	5930	001	99.49
Janell Reyes	REYE002	7/6/2023	14166	06/25-06/30/2023 Reimbursement for PowerSchool University	0000	5200	322	2,175.89
Jocelyn Moore	MOOR001	6/29/2023	14142	06/25-06/27/2023 Mileage Reimbursement	6332	5200	001	537.10
Jocelyn Moore	MOOR001	7/6/2023	14159	07/05/2023 Reimb for Bike Purchase for Stdt	5634	4300	001	89.48
John Muir Charter Schools Foundation	JMCSF000	6/29/2023	14139	June 2023 Donation/EE Payroll Deductions	0000	9528	000	60.00
John Shaw	SHAW001	7/13/2023	14202	12/30-06/20/2023 Reimb for Water Deliver @ YC Santa Rosa	0000	4300	202	189.25
Kaiser Foundation Health Plan Inc.	KAIS000	7/20/2023	14222	Cst ID#1731133499/Aug 2023 Health Insurance	0000	9514	000	9,945.59
Kaiser Foundation Health Plan Inc.	KAIS000	7/20/2023	14222	Cst ID#8868351686/Aug 2023 Health Insurance	0000	9514	000	10,913.51
Kathleen Richard	RICH000	6/30/2023	14151	06/30/2023 Payroll Check Replacement	0808	8699	001	3,213.24
Lea Johnson	JOHN002	7/25/2023	14241	07/13/2023 Provisional Internship Permit	0024	5800	001	102.65
Luz Delgado	DELG000	7/6/2023	14156	05/16-06/28/2023 Mileage Reimbursement	0000	5200	001	31.77
Luz Delgado	DELG000	7/6/2023	14156	06/08-06/21/2023 Mileage/Travel Reimbursement	0000	5200	001	387.87
Michael Corbett	CORB001	7/13/2023	14193	03/08-07/12/2023 Mileage Reimbursement	0000	5200	001	413.00

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**John Muir Charter Schools**

Vendor Activity

From 6/26/2023 Through 7/25/2023

Vendor Name	Vendor ID	Check/Vo... Date	Chc... Num...	Transaction Description	Res... Code	Obj... Code	Site Code	Expenses
Miller Court Properties	MILL002	7/20/2023	14224	August 2023 Rent for Headquarters	0000	5600	001	2,626.00
Miller Court Properties	MILL002	7/20/2023	14224	August 2023 NNN's Charges for Headquarters	0000	5800	001	1,002.39
Nevada County Superintendent of Schools	NCSOS00	6/29/2023	14143	EE/ER STRS Contributions for 06/01-06/30/2023 Reporting Per	0000	9511	000	90,312.06
Nevada County Superintendent of Schools	NCSOS00	7/25/2023	14242	EE/ER STRS Contributions for 01/01-01/31/2023 Reporting Per	0000	9511	000	94,450.94
New Readers Press	NEWR000	6/29/2023	14144	GED Ready Vouchers	0000	5800	001	600.00
ODP Business Solutions, LLC	OFFI000	7/6/2023	14160	Supplies for Pomona	0000	4300	107	82.65
ODP Business Solutions, LLC	OFFI000	7/6/2023	14160	Supplies for Rancho Cielo	0000	4300	322	288.99
ODP Business Solutions, LLC	OFFI000	7/6/2023	14160	File Cabinet for Rancho Cielo	0000	4400	322	547.84
ODP Business Solutions, LLC	OFFI000	7/6/2023	14160	Office Chair for Rancho Cielo	0000	4400	322	503.41
ODP Business Solutions, LLC	OFFI000	7/20/2023	14225	Supplies for Rancho Cielo	0000	4300	322	58.16
One Ring Networks	ONER000	7/6/2023	14161	Internet for Camarillo	0000	5940	105	299.00
Optimum	OPTI000	7/13/2023	14197	Acct#07715-125282-01-0/Internet for Fortuna	0000	5940	112	153.74
Optimum Foods LLC	OPTI001	7/6/2023	14162	Food & Milk for CSET	3216	4300	207	763.35
Optimum Foods LLC	OPTI001	7/13/2023	14198	Food for CSET	0000	4300	207	12.80
Optimum Financial, Inc.	OPTU000	7/20/2023	14226	June 2023 HSA Monthly Service Fee	0000	5800	001	12.75
Paradise Drinking Water	PARA000	7/6/2023	14163	Acct#020860/Water Service for Ready SET OC	0000	4300	408	79.60
PG&E	PGE0000	7/6/2023	14164	Acct#0715818221-7/Utilities for Headquarters	0000	5500	001	72.50
Philadelphia Insurance Co.	PHIL000	7/13/2023	14199	Acct#78807985/July 2023 Liability Insurance	0000	5400	001	5,031.50
Principal Life Insurance Company	PRIN000	7/20/2023	14227	Aug 2023 Life Insurance	0000	9514	000	476.60
Rancho Cielo Inc	RANC000	7/6/2023	14165	K12 Grant Reimbursement/Supplies	6388	4300	322	5,000.00
Rancho Cielo Inc	RANC000	7/6/2023	14165	K12 Grant Reimbursement/Salary & Benefits	6388	5800	322	55,746.00
Rancho Cielo Inc	RANC000	7/6/2023	14165	CCAP Dual Enrollment Grant 2023	7339	5800	322	4,500.00
Rancho Cielo Inc	RANC000	7/13/2023	14201	July 2023 Rent for Rancho Cielo	0000	5600	322	12,083.33
Rancho Cielo Inc	RANC000	7/13/2023	14201	July 2023 Phn for Rancho Cielo	0000	5940	322	80.00
Rancho Cielo Inc	RANC000	7/13/2023	14201	June 2023 Reimb for Student Lunches @ Rancho Cielo	3216	4300	322	2,429.00
Rebecca Roe	ROE0000	7/6/2023	14167	06/01-06/20/2023 Mileage Reimbursement/UCCIE	0000	5200	209	691.68
Remy J Sturgis	STUR000	7/25/2023	14246	06/26-06/28/2023 Travel Reimbursement	0000	5200	003	132.77
Remy J Sturgis	STUR000	7/25/2023	14246	07/03-07/13/2023 Travel Reimbursement	0000	5200	003	465.41
Remy J Sturgis	STUR000	7/25/2023	14246	03/17/2023 Postage Reimbursement	0000	5920	003	18.65
Richard Guess	GUES000	7/20/2023	14220	06/13-06/28/2023 Mileage Reimbursement	0000	5200	001	666.27
Richard Guess	GUES000	7/20/2023	14220	06/13-06/28/2023 Travel Reimbursement	0000	5200	001	539.72
San Francisco Conserv Corps	SANF000	7/25/2023	14244	July 2023 Rent for SFCC	0000	5600	206	408.33

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**John Muir Charter Schools**

Vendor Activity

From 6/26/2023 Through 7/25/2023

Vendor Name	Vendor ID	Check/Vo... Date	Chc... Num...	Transaction Description	Res... Code	Obje... Code	Site Code	Expenses
Sparkletts	SPAR000	7/13/2023	14204	Water Service for Pomona	0000	4300	107	42.46
State of California Department of Justice	DOJ000	7/13/2023	14194	June 2023 Fingerprinting For John Muir	0000	5800	001	162.00
Stella Labatte	LABA000	7/20/2023	14223	06/12-06/15/2023 Graduation Supply Reimburse/GEM Academy	0000	4300	402	62.45
Stella Labatte	LABA000	7/20/2023	14223	06/12-06/15/2023 Mileage Reimburse/GEM Academy	0000	5200	402	5.24
Sterling Administration	STER000	7/6/2023	14168	July 2023 FSA & DCA Funding Contributions	0000	9524	000	1,379.16
Sterling Administration	STER000	7/20/2023	14228	July 2023 FSA Funding Contributions	0000	9524	000	1,505.83
Strivven Media LLC	STRI000	7/20/2023	14229	Account Set Up	6388	5800	322	500.00
Strivven Media LLC	STRI000	7/20/2023	14229	VirtualJobShadow.com Online Accounts	6388	5800	322	2,200.00
T-Mobile	TMOB000	7/6/2023	14170	Internet & HotSpots for Lawson	0000	5940	002	20.00
T-Mobile	TMOB000	7/6/2023	14170	Internet & HotSpots IT Inventory	0000	5940	004	513.30
T-Mobile	TMOB000	7/6/2023	14170	Internet & HotSpots for Tahoe	0000	5940	115	40.00
T-Mobile	TMOB000	7/6/2023	14170	Internet & HotSpots for CCNB	0000	5940	202	80.00
T-Mobile	TMOB000	7/6/2023	14170	Internet & HotSpots for Cset	0000	5940	207	20.00
T-Mobile	TMOB000	7/6/2023	14170	Internet & HotSpots for UCCIE	0000	5940	209	60.00
T-Mobile	TMOB000	7/6/2023	14170	Internet & HotSpots for Ready SET OC	0000	5940	408	40.00
TCSN-The Computer Shop Netlink	TCSN000	7/6/2023	14169	Internet for SLO	0000	5940	110	94.95
The Cleaning Solution	CLEA001	7/6/2023	14154	Final Cleaning Service for HQ	0000	5800	001	50.00
Thomas Hyatt	HYAT000	7/20/2023	14221	06/06/2023 Supply Reimbursement/VOALA No Hollywood	0000	4300	323	39.86
TIAA, FSB	TIAA000	7/20/2023	14230	Crt#42002310/Copier Rent for Rancho Cielo	0000	5600	322	175.88
Toshiba Financial Services	TOSH000	7/6/2023	14171	Crt#450-0053811-000/Copier for Headquarters	0000	5600	001	843.45
Twig Education, Inc	IMAG000	7/25/2023	14240	35 Twig Science Single User Licenses	0023	5800	001	550.00
Twig Education, Inc	IMAG000	7/25/2023	14240	Twig Science Teacher User License	0023	5800	001	100.00
Verizon Wireless	VERI000	7/13/2023	14205	Internet & Hot Spots for IT	0000	5940	004	109.32
Verizon Wireless	VERI000	7/13/2023	14205	Internet & Hot Spots for Pomona	0000	5940	107	54.66
Verizon Wireless	VERI000	7/13/2023	14205	Internet & Hot Spots for Norwalk	0000	5940	120	109.32
Vision Service Plan (CA)	VISI000	7/20/2023	14232	Acct#12176959/Aug 2023 Vision Insurance	0000	9514	000	1,010.40
Young, Minney & Corr, LLP	YOUN001	7/6/2023	14172	Legal Service for the Month of June 2023	0000	5803	001	195.00
Your Dream Properties	YOUR000	7/13/2023	14206	Internet Service @ Ready SET OC	0000	5940	408	77.98
Your Dream Properties	YOUR000	7/20/2023	14233	August 2023 Rent for Ready SET OC	0000	5600	408	1,820.00
Your Dream Properties	YOUR000	7/20/2023	14233	August 2023 Maintenance Fee for Ready SET OC	0000	5800	408	60.00

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**John Muir Charter Schools**

Vendor Activity

From 6/26/2023 Through 7/25/2023

Vendor Name	Vendor ID	Check/Vo... Date	Chec... Num...	Transaction Description	Res... Code	Obje... Code	Site Code	Expenses
Report Opening/Current Balance				Transaction Total				505,525.24
Report Transaction Totals								505,525.24
Report Current Balances								

# John Muir Charter Schools

## Vendor Notes for Board

August 2023

VENDOR NAME	PAY FREQUENCY	NOTES
Abila	Monthly	Financial software
Advanced Technologies Consultants	As needed	Equipment for Rancho Cielo, K12 Strong Workforce Grant
AIM Equipment	As needed	Equipment for Rancho Cielo, K12 Strong Workforce Grant
Amazon Capital Services	As needed	Supply vendor
Anna Pizelo	As needed	Employee reimbursement
AT&T	Monthly	Phone and internet, multiple accounts
Atrium Court, LLC	Monthly	Rent
Bank of America	Monthly	Credit card
Barnes Welding Supply	As needed	Equipment for Rancho Cielo, K12 Strong Workforce Grant
Berkshire Hathaway Homestate Companies	Monthly	Worker's comp policy, paid over 10 months
Blue Shield of California	Monthly	Medical insurance
California Charter Schools Association	Annual	Annual membership fee - one time each year. Vendor also used for trainings, so may be paid periodically during year.
California Dept of Tax & Fee Administration	Annual	Annual use tax paid once a year
California State University, Sacramento	As needed	Final payment for CCC graduation
Catapult K12	Monthly	Monthly fee for JMCS website
Central City Neighborhood Partners	Monthly	Rent
CEV Multimedia	As needed	K12 Strong Workforce Grant: resources for Rancho Cielo
Charter Communications	Monthly	Internet for sites
City of Riverside	Monthly	Rent
Comcast	Monthly	Phone and internet for multiple sites
Conservation Corp Long Beach	Monthly	Rent for CEO office space
Cristina A Dickason	As needed	Employee reimbursement
Cset - Comm Svcs/Employment Tr	Monthly	Partnering Agency invoice
Dataflow Business System, Inc.	Monthly	Copier supplies for Rancho Cielo
Envoy Plan Services, Inc	Monthly	403(b): EE (employee) payroll contributions
Eric Smith	As needed	Employee reimbursement
Franchise Tax Board	As needed	Employee wage garnishment
Friday Partners LLC	Per Contract	Website and marketing: paid in 4 installments, 2nd pmt = 20%
Frontier Communications	Monthly	Phone and Internet
Intermedia.net Inc	Monthly	Phone for Muir HQ
Janell Reyes	As needed	Employee reimbursement
Jocelyn Moore	As needed	Employee reimbursement
John Muir Charter Schools Foundation	Monthly	EE payroll donation to JMCS foundation
John Shaw	As needed	Employee reimbursement
Kaiser Foundation	Monthly	Medical insurance
Kathleen Richard	One-time	PR check replacement due to bank error
Lea Johnson	As needed	Employee reimbursement
Luz Delgado	As needed	Employee reimbursement
Michael Corbett	As needed	Board member travel reimbursement
Miller Court Properties	Monthly	Rent and NNN's for Muir HQ
Nevada County Supt of Schools	Monthly	STRS contributions
New Readers Press	As needed	GED vouchers
ODP Business Solutions, LLC	As needed	Supply vendor
One Ring Networks	Monthly	Internet
Optimum	Monthly	Internet for site
Optimum Foods LLC	Monthly	Food vendor for multiple sites
Optum Financial, Inc.	Monthly	Service fee for HSA account
Paradise Drinking Water	Monthly	Water service for site
PG&E	Monthly	Utilities for Muir Headquarters
Philadelphia Insurance Co.	Monthly	Liability insurance policy
Principal Life Insurance Company	Monthly	Life insurance for employees
Rancho Cielo Inc	Monthly	Partnering Agency invoice
Rebecca Roe	As needed	Employee reimbursement

Remy Sturgis	As needed	Employee reimbursement
Richard Guess	As needed	Employee reimbursement
San Francisco Conserv Corps	Monthly	Rent
So Calif Mountains Foundation	Monthly	Partnering Agency invoice
Sparkletts	Monthly	Water service for Pomona CCC
State of CA Dept of Justice	As needed	Fingerprinting fees for new hires
Stella Labatte	As needed	Employee reimbursement
Sterling Administration	Monthly	EE payroll contributions: DCA = dependent care account, FSA = flexible spending account
Strivven Media LLC	As needed	K12 Strong Workforce Grant: resources for Rancho Cielo
T-Mobile	Monthly	Hotspots for sites
TCSN-The Computer Shop Netlink	Monthly	Internet for site
The Cleaning Solution	Monthly	Janitorial services for Muir HQ (final invoice)
Tom Hyatt	As needed	Employee reimbursement
TIAA FSB	Monthly	Copier lease for Rancho Cielo
Toshiba Financial Services	Monthly	Copier lease for Muir Headquarters
Twig Education, Inc	As needed	Online curriculum: licenses for staff and students
Verizon Wireless	Monthly	Internet and hotspots
Vision Service Plan	Monthly	Vision insurance
Your Dream Properties	Monthly	Rent + maintenance fee for site

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**John Muir Charter Schools**  
**Report of New Employees**  
**7/1/23 - 7/31/23**

<u>Employee Name</u>	<u>Site</u>	<u>Position</u>	<u>FTE</u>	<u>Start Date</u>	<u>EE replaced (term date)</u>
Christopher Almaraz	Rancho Cielo	Class Coordinator	1.00	7/1/2023	n/a
Amy Brooks	Earle Jamieson	Coordinator	1.00	7/1/2023	n/a
Joseph DeRuosi	Rancho Cielo	Class Coordinator	hourly	7/6/2023	n/a
Mark Dzakowic	Pine Grove	Teacher	1.00	8/1/2023	n/a
Cynthia Guardado	Rancho Cielo	Teacher	1.00	7/1/2023	Carla Loomis
Lizbeth Lopez	Rancho Cielo	Teacher	1.00	7/1/2023	Ren Proschan
Mirel Mejia	Rancho Cielo	Cert Coordinator	1.00	7/17/2023	n/a
Kristin Provost	Earle Jamieson	Teacher	1.00	8/1/2023	n/a
Phillip Ruckrich	Earle Jamieson	Teacher	1.00	8/1/2023	n/a
Dawn Ryley	Admin	Admin Coordinator	1.00	7/1/2023	Luz Delgado

**John Muir Charter Schools**  
**Employee Status Changes**  
**7/1/23 - 7/31/23**

<u>Employee Name</u>	<u>Prev Site</u>	<u>New Site</u>	<u>Prev Position</u>	<u>New Position</u>	<u>Start Date</u>
Tom Hyatt*	VOALA No Hollywood	Admin Grant	Teacher	Coordinator	7/24/2023
Lea Johnson	Delta CCC	Richmond YB	Teacher	Teacher	8/7/2023
Aristotle Valencia	Solano CCC	Delta CCC	Teacher	Teacher	8/7/2023

\* Tom Hyatt will continue to cover the VOA North Hollywood Classes until a new teacher is hired.

**John Muir Charter Schools**  
**Report of Termed Employees**  
**7/1/23 - 7/31/23**

<u>Employee Name</u>	<u>Site</u>	<u>Position</u>	<u>FTE</u>	<u>Term Date</u>
n/a				

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JMCS Headquarters  
 960 McCourtney Rd., Ste E  
 Grass Valley, CA 95949  
 TEL (530) 272-4008  
 FAX (530) 272-4009  
<http://www.johnmuircs.com>

## Memorandum

TO: President Stan Miller and JMCS Governing Board  
 FROM: Dawn McConnell, COO

BOARD MEETING DATE: August 9, 2023

DATE PREPARED: August 1, 2023

AGENDA: Action Item

TITLE: Declaration of Need for Fully Qualified Educators for 2023/2024

**RECOMMENDED MOTION: Approve and authorize submission of application for Declaration of Need for Fully Qualified Educators for school year 2023/2024 so that staffing is achieved with the best possible candidates.**

---

### BACKGROUND:

Each year, we try to maintain and hire highly skilled, fully qualified educators. Sometimes we are faced with vacancies or extenuating circumstances resulting in a shortage of fully qualified educators to fill these positions. For this reason, the Commission on Teacher Credentialing (CTC) requires that we as a charter school, have a Declaration of Need for Fully Qualified Educators filed each year we anticipate employing teachers who are not fully credentialed for their assignment but are eligible to obtain an authorization through an emergency type permit or waiver, allowing them to teach while completing the requirements of a fully qualified educator.

We are delighted that we have attracted and continue to retain highly qualified. We have a few certificated vacancies and depending on the qualifications of prospective candidates, an educator may need an option for an emergency permit or waiver while they complete their credential requirements. The most commonly required emergency permit is for substitute teaching and for Emergency CLAD. With this Declaration, we will be able to obtain the necessary authorization from the CTC to allow the educators to teach in these assignments.

A Declaration of Need for Fully Qualified Educators must be authorized at a public meeting by the JMCS Board in order to submit our application to the CTC. The Declaration of Need for Fully Qualified Educators represents a statement of anticipated needs for the 2022/2023 school year (including summer extended year). This Declaration shall remain in force until June 30, 2023.

### IMPACT:

The Declaration will allow all positions to be staffed with the best possible educators. There is no fiscal impact.

School Sites Covered by Declaration of Need:

Camarillo CCC  
Chico CCC  
Delta (Stockton) CCC  
Fortuna CCC  
Fresno CCC  
Los Angeles CCC  
Monterey Bay CCC  
Solano CCC  
Norwalk CCC  
Placer/Greenwood CCC  
Pomona CCC  
Redding CCC  
Sacramento CCC  
San Luis Obispo CCC  
Siskiyou CCC  
Tahoe CCC  
Ukiah CCC  
Conservation Corps North Bay – CCNB San Rafael  
Conservation Corps North Bay – CCNB Cotati  
Conservation Corps North Bay – CCNB Santa Rosa  
Sacramento Regional CC  
San Francisco CC  
Sequoia CC  
Urban Conservation Corps of Inland Empire, San Bernardino  
Urban Conservation Corps of Inland Empire, Indio  
Urban Conservation Corps of Inland Empire, Riverside Academy  
GEM Academy  
Ready S.E.T. OC  
Ventura Fire Training Center  
Westside Youth Academy  
LA LGBT Center  
Success Center YouthBuild  
VOALA Youthbuild  
Richmond YouthBuild  
Rancho Cielo Construction and Culinary Academies  
Earle Jamieson Academy  
Pine Grove Youth Conservation Camp





State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: \_\_\_\_\_

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: \_\_\_\_\_ District CDS Code: \_\_\_\_\_

Name of County: \_\_\_\_\_ County CDS Code: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
*Name* *Signature* *Title*

\_\_\_\_\_  
*Fax Number* *Telephone Number* *Date*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*E-Mail Address*

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

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

The declaration shall remain in force until June 30, \_\_\_\_\_.

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

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

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

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

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

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

**Type of Emergency Permit**

**Estimated Number Needed**

CLAD/English Learner Authorization (applicant already holds teaching credential)

\_\_\_\_\_

Bilingual Authorization (applicant already holds teaching credential)

\_\_\_\_\_

List target language(s) for bilingual authorization:

\_\_\_\_\_

Resource Specialist

\_\_\_\_\_

Teacher Librarian Services

\_\_\_\_\_

Emergency Transitional Kindergarten (ETK)

\_\_\_\_\_

**LIMITED ASSIGNMENT PERMITS**

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

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

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

**Authorizations for Single Subject Limited Assignment Permits**

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?	Yes	No
--	-----	----

If no, explain. \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**John Muir Charter Schools**  
**Salary Step Schedule I: Admin Leadership**

	1	2	3
	CEO	COO	CFO
1	\$129,793.70	\$115,284.83	\$55.97
2	\$136,283.39	\$121,049.07	\$58.77
3	\$143,097.55	\$127,101.52	\$61.71
4	\$150,252.43	\$133,456.60	\$64.79
5	\$157,765.05	\$140,129.43	\$68.03
6	\$165,653.31	\$147,135.90	\$71.43
7	\$173,935.97	\$154,492.69	\$75.01
8	\$182,632.77	\$162,217.33	\$78.76
9	\$191,764.41	\$170,328.19	\$82.69
10	\$201,352.63	\$178,844.60	\$86.83
11	\$211,420.26	\$187,786.83	\$91.17
12	\$221,991.27	\$197,176.17	\$95.73
13	\$233,090.84	\$207,034.98	\$100.51
14	\$244,745.38	\$217,386.73	\$105.54
15	\$256,982.65	\$228,256.07	\$110.82

Employees on the Administrative Leadership step schedule do not advance through steps based on years in service. The CEO advances through contract negotiation with the JMCS governing board. The COO and CFO advance based on performance, and while the CEO negotiates total compensation for the COO and CFO, the JMCS governing board approves the final compensation terms for the COO and CFO.

Health, Dental, Vision Benefits		
Muir has a "menu plan" for medical dental and vision insurance		
% FTE	Description	Annual Cap
Less than 50%	No Benefits	N/A
50%	50% Benefits	\$4,980 + life insurance
51%-74%	Prorated Benefits	Prorated
100% 30 Hrs	100% Benefits	\$9,960 + life insurance
100% 40 Hrs	100% Benefits	\$9,960 + life insurance
JMCS does not provide cash-in-lieu for benefits.		

Cell Phone Stipends	
CEO, CFO, COO:	\$1,800
Director/Dep Director	\$1,440
Coordinator/Business	\$1,200

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## Arts, Music, and Instructional Materials Discretionary Block Grant 2022 Expenditure Plan

<b>LEA Name:</b>	John Muir Charter Schools
<b>Contact Name:</b>	RJ Guess
<b>Email Address:</b>	rjguess@johnmuircs.com
<b>Phone Number:</b>	530-272-4008

<b>Total Amount of funds received by the LEA:</b>	\$210,540
---	-----------

<b>Date of adoption at a public meeting:</b>	09/13/2023 12:00 am
--	---------------------

[AB 181 Sec. 134](#)

[AB 185 Sec. 56](#)

(a) For the 2022–23 fiscal year, the sum of three billion five hundred sixty million eight hundred eighty-five thousand dollars (\$3,560,885,000) is hereby appropriated from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

(1) Obtain standards-aligned professional development and acquire instructional materials, in the following subject areas:

- (A) Visual and performing arts.
- (B) World languages.
- (C) Mathematics.
- (D) Science, including environmental literacy.
- (E) English language arts, including early literacy.
- (F) Ethnic studies.
- (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
- (H) Media literacy.
- (I) Computer science.
- (J) History-social science.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Provide access to standards-aligned instructional materials in subjects such as Visual and performing art, world languages, mathematics, Science, Social Science, Language Arts, Ethnic Studies, Computer Science and History-Social Science.	0	33000	20000	20000	73,000.00
<b>Subtotal</b>		<b>33,000.00</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>73,000.00</b>

(2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Fund professional development costs and materials for SEL, Media Literacy and culturally relevant instructional practices.		10000	10000	10000	30,000.00
Subtotal		10,000.00	10,000.00	10,000.00	30,000.00

(3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Student books and supplies to support EL English language development.		500	500	500	1,500.00
Subtotal		500.00	500.00	500.00	1,500.00

(4) Operational costs, including but not limited, to retirement and health care cost increases.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Offset increase in health care costs.		53020	53020		106,040.00
Subtotal		53,020.00	53,020.00		106,040.00

(5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal					



(6)

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal					

#### Summary of Expenditures

<b>Total Planned Expenditures by the LEA:</b>	210,540.00
---	------------

(b) The Superintendent of Public Instruction shall apportion funds proportionally to county offices of education, school districts, charter schools, and the state special schools on the basis of an equal amount per unit of average daily attendance for kindergarten and grades 1 to 12, inclusive, as those numbers were reported as of the second principal apportionment for the 2021–22 fiscal year. The average daily attendance for each state special school shall be deemed to be 97 percent of the enrollment as reported in the California Longitudinal Pupil Achievement Data System as of the 2021–22 Fall 1 Submission.

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

(d) For purposes of this section, standards-aligned instructional materials includes, but is not limited to, books for school and classroom libraries.

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)		33,000.00	20,000.00	20,000.00	73,000.00
Subtotal Section (2)		10,000.00	10,000.00	10,000.00	30,000.00
Subtotal Section (3)		500.00	500.00	500.00	1,500.00
Subtotal Section (4)		53,020.00	53,020.00		106,040.00
<b>Totals by year</b>	<b>0.00</b>	<b>96,520.00</b>	<b>83,520.00</b>	<b>30,500.00</b>	<b>210,540.00</b>

<b>Total planned expenditures by the LEA:</b>
210,540.00

#### General Instructions

This example template is provided as a resource as one way to develop an expenditure plan for the Arts, Music, and Instructional Materials Discretionary Block Grant of 2022. LEAs are cautioned to refer to AB 181, Sec. 134, (amended by AB 185, Sec. 56) for all program requirements. Please verify all calculations/formulas before finalizing the plan.

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**COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT  
2023-2024**

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between the Monterey Peninsula Community College District (“MPCCD”), on behalf of Monterey Peninsula College (“COLLEGE”), 980 Fremont Street, Monterey, CA 93940, and John Muir Charter School hereinafter known as “SCHOOL DISTRICT.” MPCCD and SCHOOL DISTRICT may collectively be referred to herein as the “Parties” or individually as “Party.”

WHEREAS, the mission of the COLLEGE states that “Monterey Peninsula College is actively committed to student access and success and to fostering an equitable, inclusive, respectful, and supportive community by providing excellent academic programs and student services that respond to the needs of our richly diverse region. The College welcomes all students seeking to enrich their lives, advance their careers, complete certificates, earn associate degrees, and transfer to continue their education”; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 7-12 located in Monterey County and within the regional service area of MPCCD, unless otherwise specified and agreed to as specified in Education Code section 76004, subd. (e); and

WHEREAS, MPCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Education Code section 76004, for high school students “who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school . . . to community college for career technical education or preparation for transfer, improving high school graduation rates, [and assisting] high school pupils to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) § 1, subd. (d)); and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office and COLLEGE.

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

## **1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be good for one year beginning on July 1, 2023 and ending on June 30, 2024, and is set to auto renewal each year on July 1, unless otherwise terminated in accordance with Section 20 of this CCAP Agreement.
- 1.2 This CCAP Agreement outlines the terms of the agreement between the Parties. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COLLEGE for those students; the scope, nature, time, location, and listing of COLLEGE courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for SCHOOL DISTRICT pupils to enroll in COLLEGE courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the COLLEGE and SCHOOL DISTRICT. (Ed. Code, § 76004, subd. (c)(2).)
- 1.4 A copy of this CCAP Agreement shall be filed with the Office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)
- 1.5 COLLEGE and SCHOOL DISTRICT shall each present, take comments from the public on, and approve or disapprove this CCAP Agreement at an open public meeting. (Ed. Code, § 76004, subd. (b)(2).)

## **2. DEFINITIONS**

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement Shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. (Ed. Code, § 76004, subd. (a).) All COLLEGE courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of MPCCD and applicable law.
- 2.2 Pupil or Student - A resident or nonresident student attending high school in California. SCHOOL DISTRICT pupils enrolled in a course offered through this CCAP partnership shall not be assessed any fee that is prohibited by Education Code section 49011. (Ed. Code, § 76004, subd. (f).)

## **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Student Eligibility - SCHOOL DISTRICT students who “may not already be college bound or who are underrepresented in higher education, with the goal of

developing seamless pathways from high school . . . to community college for career technical education or preparation for transfer, improving high school graduation rates, [and assisting] high school pupils to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) Sec. 1, subd. (d).)

- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by the COLLEGE and shall be in compliance with applicable law and MPCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement (“Participating Students”) shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and MPCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the CCAP Agreement Appendix.
- 3.5 Priority Enrollment - COLLEGE may assign priority course registration to a pupil seeking to enroll in a COLLEGE course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section 76001. (Ed. Code, § 76004, subd. (g)(1).)
- 3.6 COLLEGE shall not provide physical education course opportunities to SCHOOL DISTRICT students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. (Ed. Code, § 76004, subd. (d).)
- 3.7 Students participating in CCAP Agreement Courses may enroll in up to a maximum of 15 units per term per conditions specified in Education Code section 76004(p) (“Special Part-Time Students”). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of this CCAP Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating in CCAP Agreement Courses no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures; and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 COLLEGE admission and registration requires that each Participating Student has completed the COLLEGE enrollment application process.

#### **5. PARTICIPATING STUDENTS**

- 5.1 A SCHOOL DISTRICT student enrolled in CCAP Agreement Courses shall not be assessed any fee that is prohibited by Education Code sections 49011. (Ed. Code, § 76004, subd. (f).) MPCCD shall exempt Special Part-Time Students participating in CCAP Agreement Courses from the fee requirements in Education Code sections 76060.5, 76223, 76300, 76350, and 79121. (Ed. Code, § 76004, subd. (q).)
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the CCAP Agreement Appendix. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating Students must meet all MPCCD prerequisite requirements as established by the MPCCD and stated in the COLLEGE catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.

- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including admissions and records, counseling and guidance, assistance with assessment and placement, and tutoring are available to Participating Students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 The SCHOOL DISTRICT and MPCCD hereby represent and warrant that they will satisfy their respective obligations pursuant to state and federal law regarding students with disabilities who enroll in CCAP Agreement Courses.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.9 A course dropped within the MPCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

## **6. CCAP AGREEMENT COURSES**

- 6.1 COLLEGE may limit enrollment in a COLLEGE course solely to eligible SCHOOL DISTRICT students if the course is offered at a SCHOOL DISTRICT campus during the regular school day and the COLLEGE course is offered pursuant to this CCAP Agreement. (Ed. Code, § 76004, subd. (o)(1).)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the courses solely to SCHOOL DISTRICT students. (Ed. Code, § 76004, subd. (o)(1).)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by COLLEGE shall first be determined by COLLEGE with the approval of the Governing Board and will be recorded in the CCAP Agreement Appendix. (Ed. Code, § 76004, subd. (c)(1).) In the event that the COLLEGE has to shift mode of instruction the COLLEGE will notify the SCHOOL in a timely manner.
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved by the Parties.

- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus and shall be in compliance with MPCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructors shall be part of an approved Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT as required by MPCCD Business Procedures.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to MPCCD as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or MPCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with MPCCD academic standards. The site visits and instructor evaluation process for any instructor who is also an employee of the SCHOOL DISTRICT will be determined and detailed in an Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with MPCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with MPCCD guidelines, policies, pertinent statutes, and regulations.
- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all Instructors teaching COLLEGE courses, including those who are SCHOOL DISTRICT employees.



- 6.15 Degree and Certificate programs that are included in this CCAP Agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs.
- 6.16 COLLEGE and SCHOOL DISTRICT will collaborate to identify tools and resources (ex. rubrics) that will allow SCHOOL DISTRICT to provide instructional support and preparation that will allow students to meet college level requirements for COLLEGE courses.
- 6.17 To the extent that the Parties offer career technical education pathways pursuant to this CCAP Agreement, COLLEGE and SCHOOL DISTRICT shall consult with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The COLLEGE and SCHOOL DISTRICT governing boards shall have final decision-making authority regarding the career technical education pathways to be provided pursuant to this CCAP Agreement. (Ed. Code, § 76004, subd. (b)(1).)
- 6.18 Any remedial course taught by COLLEGE instructors at a SCHOOL DISTRICT campus shall be offered only to SCHOOL DISTRICT pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between COLLEGE and SCHOOL DISTRICT instructors to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Ed. Code, § 76004, subd. (n).)

## **7. INSTRUCTORS**

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 of the California Code of Regulations, Sections 53410 and 58060 or as amended.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Ed. Code, § 76004, subd. (m)(1).)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. (Ed. Code, § 76004, subd. (m)(2).)
- 7.4 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint, arising from this CCAP Agreement alleging harassment, discrimination or any other violation of law, including but not limited to Title IX,

the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such a complaint. Neither COLLEGE nor SCHOOL DISTRICT may abandon or assign their obligations under the law, including Title IX.

- 7.5 Instructors who teach COLLEGE courses offered as part of this CCAP agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.6 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Education Code section 45125 and/or Education Code section 87013 as amended and the tuberculosis testing and risk assessment requirements of Health and Safety Code section 121525 and/or Education Code section 87408.6 as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site. Instructors shall be employed in accordance with Education Code section 87405, et seq. when the COLLEGE is designated the employer of record.
- 7.7 COLLEGE and SCHOOL DISTRICT instructors will complete all mandatory training regarding the CCAP Agreement Courses as required by the employer of record.
- 7.8 Prior to teaching, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.9 Prior to teaching, instructors provided by the COLLEGE shall receive training and orientation from SCHOOL DISTRICT regarding, but not limited to, SCHOOL DISTRICT policies, practices and requirements. Said training shall be approved by and provided by the SCHOOL DISTRICT.
- 7.10 Instructors provided by the SCHOOL DISTRICT are eligible to participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of this CCAP Agreement and shall be encouraged to participate in ongoing collegial interaction to include, but not be limited to, addressing course content, course delivery, assessment, evaluation, and/or research and development in the field. Adjunct instructors are not required to participate in these activities; however, they are encouraged to participate.

- 7.11 Performance of instructors employed by the COLLEGE shall be evaluated by the COLLEGE using the existing procedures as outlined in Article 14 – Evaluation of the Agreement between Monterey Peninsula Community College District (MPCCD) and Monterey Peninsula College Teachers Association (MPCTA). In cases where an instructor is employed by the SCHOOL DISTRICT to teach courses pursuant to this CCAP Agreement, the performance expectations and evaluation process will be detailed in an Instructional Service Agreement to be developed between the COLLEGE and SCHOOL DISTRICT. The Agreement between MPCCD and the Monterey Peninsula College Teachers Association is available at <http://www.mpc.edu/home/showdocument?id=5521>.
- 7.12 The COLLEGE may select instructors from the SCHOOL DISTRICT to be instructors of record for certain COLLEGE courses offered as CCAP Agreement Courses. SCHOOL DISTRICT instructors who are selected by the COLLEGE may remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of MPCCD specifically with regard to their duties as instructors of record for the COLLEGE course.
- 7.13 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by MPCCD.
- 7.14 The COLLEGE and the SCHOOL DISTRICT will work collaboratively to identify instructors from the SCHOOL DISTRICT who may meet minimum qualifications to teach a COLLEGE course and encourage them to apply for consideration. Instructors will be required to go through the COLLEGE screening process for possible selection and assignment to a course.

## **8. ADDITIONAL PERSONNEL AND VOLUNTEERS**

- 8.1 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint, arising from this CCAP Agreement, alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such complaint. Neither COLLEGE nor SCHOOL DISTRICT may abandon or assign their obligations under the law, including Title IX.
- 8.2 COLLEGE and SCHOOL DISTRICT employees, excluding instructors ("Personnel") (including tutors and volunteers working with students shall comply with the fingerprinting requirements set forth in Education Code section 45125 or as amended and the tuberculosis testing and risk assessment requirements of Health

and Safety Code section 121525 or as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to provide services on a SCHOOL DISTRICT site offered as part of this CCAP Agreement.

- 8.3 COLLEGE and SCHOOL DISTRICT Personnel and volunteers will complete mandatory training as required by the employer of record.

## **9. ASSESSMENT OF LEARNING AND CONDUCT**

- 9.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 9.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 9.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 9.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

## **10. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 10.1 The COLLEGE shall appoint an educational administrator, to be specified in the CCAP Agreement Appendix, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with MPCCD policies and standards. (Ed. Code, § 76004, subd. (c)(2).)
- 10.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).)
- 10.3 The COLLEGE will provide SCHOOL DISTRICT Personnel, instructors, and volunteers with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting

appropriate student assessments, outreach/recruitment activities and compliance with MPCCD policy and COLLEGE procedures and academic standards.

- 10.4 The SCHOOL DISTRICT shall provide Personnel and/or volunteers to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary to achieve the purposes of this CCAP Agreement.
- 10.5 The SCHOOL DISTRICT's employees will perform services specified in Section 10.4 of this CCAP Agreement as part of their regular assignment. SCHOOL DISTRICT employees performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 10.6 This CCAP Agreement requires an annual report as specified in the CCAP Agreement Appendix, to be submitted to the Office of the Chancellor of the California Community Colleges by COLLEGE and SCHOOL DISTRICT that includes all of the following information:
  - A. The total number of SCHOOL DISTRICT students by school site enrolled in CCAP Agreement Courses, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)
  - B. The total number of COLLEGE courses by course category and type and by school site enrolled in by Participating Students. (Ed. Code, § 76004, subd. (t)(1)(B).)
  - C. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)
  - D. The total number of full-time equivalent students generated by CCAP partnership MPCCD participants. (Ed. Code, § 76004, subd. (t)(1)(D).)
  - E. The total number of full-time equivalent MPCCD students served online pursuant to this CCAP partnership. (Ed. Code, § 76004, subd. (t)(1)(E).)

## **11. APPORTIONMENT**

- 11.1 MPCCD shall include the students enrolled in a CCAP Agreement Course in its report of full-time equivalent students (“FTES”) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, if MPCCD conducts a closed course on a SCHOOL DISTRICT campus, MPCCD shall be credited with those units of full-time equivalent students attributable to the attendance of eligible SCHOOL DISTRICT pupils. (Ed. Code, § 76004, subd. (o)(2).)
- 11.3 MPCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. (Ed. Code, § 76004, subd. (r).)
- 11.4 The attendance of a SCHOOL DISTRICT pupil at the COLLEGE as a Participating Student is authorized attendance for which the COLLEGE shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s)(1).)

## **12. CERTIFICATIONS**

- 12.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 12.2 MPCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 12.3 The SCHOOL DISTRICT agrees and acknowledges that MPCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in COLLEGE course(s) under this CCAP Agreement.
- 12.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended. (Ed. Code, § 76004, subd. (h).)
- 12.5 This CCAP Agreement certifies that any COLLEGE instructor teaching a course at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that campus. (Ed. Code, § 76004, subd. (i).)
- 12.6 This CCAP Agreement certifies that a qualified SCHOOL DISTRICT instructor teaching a course offered for college credit at a SCHOOL DISTRICT campus has

not displaced or resulted in the termination of an existing COLLEGE instructor teaching the same course at the COLLEGE's campus. (Ed. Code, § 76004, subd. (j).)

**12.7 The COLLEGE certifies that:**

- A. A COLLEGE course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the COLLEGE. (Ed. Code, § 76004, subd. (k)(1).)
- B. A COLLEGE course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. (Ed. Code, § 76004, subd. (k)(2).)
- C. The CCAP Agreement is consistent with the core mission of the COLLEGE pursuant to Education Code section 66010.4, and that students participating in this CCAP Agreement will not lead to displacement of otherwise eligible adults at the COLLEGE. (Ed. Code, § 76004, subd. (k)(3).)

**12.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE will comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the instructor teaching a CCAP Agreement Course offered for high school credit. (Ed. Code, § 76004, subd. (l).)**

**13. PROGRAM IMPROVEMENT**

**13.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.**

**14. RECORDS**

**14.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in CCAP Agreement Courses. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.**

**14.2 Each Party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each Party may review and obtain a copy of the other Party's pertinent records subject to federal and state privacy statutes.**

**15. REIMBURSEMENT**

**15.1 Upon approval of the CCAP Agreement by both the COLLEGE's and SCHOOL DISTRICT's governing boards, the COLLEGE and SCHOOL DISTRICT will develop and execute an Instructional Service Agreement to, among other items, formalize staff teaching assignments and reimbursement schedules.**

**16. FACILITIES**

- 16.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct instruction pursuant to this CCAP Agreement and do so without charge to MPCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 16.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The Parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code section 49011.
- 16.3 The COLLEGE facilities may be used subject to mutual agreement by the Parties as set forth in the CCAP Agreement Appendix.

## **17. INDEMNIFICATION**

- 17.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and MPCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 17.2 The MPCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of MPCCD and COLLEGE'S performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the MPCCD and COLLEGE and their officers, employees, independent contractors, subcontractors, agents and other representatives.

## **18. INSURANCE**

- 18.1 The SCHOOL DISTRICT, in order to protect the MPCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms



of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall expressly name the COLLEGE and MPCCD, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to MPCCD.

- 18.2 MPCCD, in order to protect the SCHOOL DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the State of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.
- 18.3 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its employees who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT employees made in connection with performing services and receiving instruction under this CCAP Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and MPCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT employees connected with providing services under this CCAP Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT employees who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

**19. NON-DISCRIMINATION**

19.1 Neither the SCHOOL DISTRICT nor the COLLEGE and MPCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

**20. TERMINATION**

20.1 Either Party may terminate this CCAP Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this CCAP Agreement shall be addressed to the responsible person listed in Section 21 below.

**21. NOTICES**

21.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

MPCCD/COLLEGE  
Monterey Peninsula College  
980 Fremont Street  
Monterey, CA 93940  
Attn: Laurence E. Walker, Vice President of Student Services

John Muir Charter Schools  
960 McCourtney Rd Suite E  
Grass Valley, Ca 95949  
Attn: R.J. Guess - CEO

**22. INTEGRATION**

22.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this CCAP Agreement.

**23. MODIFICATION AND AMENDMENT**

23.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

**24. GOVERNING LAWS**

24.1 This CCAP Agreement shall be interpreted according to the laws of the State of California.

**25. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

25.1 For locations outside the geographical boundaries of MPCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000, et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

**26. SEVERABILITY**

26.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**27. COUNTERPARTS**

27.1 This CCAP Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on: August 9, 2023

Executed on: \_\_\_\_\_



By SCHOOL DISTRICT

R.J. Guess, CEO

Governing Board Approved: 08.09.23

By COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Stanton Miller, Board President

## APPENDIX

### COLLEGE AND CAREER ACCESS PATHWAYS (“CCAP”) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between the Monterey Peninsula Community College District (“MPCCD”) on behalf of Monterey Peninsula College (“COLLEGE”), 980 Fremont Street, Monterey, CA 93940 and John Muir Charter School (“SCHOOL DISTRICT”); and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using this CCAP Agreement Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of SCHOOL DISTRICT students to be served and the total number of full-time equivalent students projected to be claimed by MPCCD for those students; the scope, nature, time, location, and listing of COLLEGE courses to be offered; and criteria to assess the ability of pupils to benefit from those courses (Ed. Code, § 76004, subd. (c)(1)); and

WHEREAS, this CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for SCHOOL DISTRICT pupils to enroll in COLLEGE courses (Ed. Code, § 76004, subd. (c)(1)); and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Education Code section 66010.4, and that pupils participating in this CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE (Ed. Code, § 76004, subd. (k)(3)).

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

#### 1. CCAP AGREEMENT

a. COLLEGE and SCHOOL DISTRICT shall each hold one public (adoption) meeting to review and approve this CCAP Agreement and shall receive public comment regarding this CCAP Agreement at such meetings. (Ed. Code, § 76004, subd. (b)(2).)

b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California Community Colleges and the California Department of Education prior to the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)

c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before **June 30** of each year and follow the protocols set forth in (a) and (b) of this section with respect to each new or amended CCAP Agreement.

d. MPCCD, COLLEGE and SCHOOL DISTRICT points of contact (Ed. Code, § 76004, subd. (c)(2)):

e.

LOCATION	NAME	TELEPHONE	EMAIL
MPCCD/COLLEGE:	Laurence E. Walker, Vice-President of Student Services	(831) 646-4191	<a href="mailto:lwalker@mpc.edu">lwalker@mpc.edu</a>
SCHOOL DISTRICT:	R. J. Guess	(530) 272-4008 Ext 208	<a href="mailto:riguess@johnmuircs.com">riguess@johnmuircs.com</a>

## 2. STUDENT SELECTION

- A. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of this CCAP Agreement (“Participating Students”) no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of SCHOOL DISTRICT students in a CCAP Agreement COLLEGE course.
- B. SCHOOL DISTRICT shall select students consistent with the intent of Assembly Bill 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school . . . to community college for career technical education or preparation for transfer, improving high school graduation rates, [and assisting] high school pupils to achieve college and career readiness”) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) § 1, subd. (d).)
- C. COLLEGE and SCHOOL DISTRICT shall certify that SCHOOL DISTRICT Participating Students will have a signed parental consent form on file with the COLLEGE. (Ed. Code, § 76004, subd. (c)(1).) SCHOOL DISTRICT students will only be required to submit one parental consent form for the duration of each student’s participation in this CCAP partnership.
- D. COLLEGE and SCHOOL DISTRICT shall certify that certain students (“Special Part-Time Students”) may enroll in up to a maximum of 15 units per term pursuant to this CCAP Agreement, the units may not constitute more than four COLLEGE courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. (Ed. Code, § 76004, subd. (p).)

## 3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- A. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.
- 4. **CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)**  
COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.
- 5. **CCAP AGREEMENT PROGRAM YEAR FALL 2022** - COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR:2023-24 COLLEGE: Monterey Peninsula College SCHOOL DISTRICT: JMCS

**A. 1 HIGH SCHOOL: Rancho Cielo Youth Campus EDUCATIONAL PROGRAM: Hospitality**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 20	TOTAL PROJECTED FTES: 2
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COURSE NAME	COURSE NUMBER	UNITS	TERM	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Culinary Foundations I	HOSP 23	3	Fall/Spring	HS Staff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students’ educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students’ time to completion of a postsecondary degree or certificate.
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**A. 2 BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST

HOSP 23 Culinary Foundations of Professional Cooking 1	Professional Chef (Study Guide) Author: Culinary Inst of America Edition: 9 <sup>th</sup> ISBN: 9781118139882 Copyright Year: 2011 Publisher: John Wiley & Sons, Incorporated  Professional Chef Author: Culinary Inst of America Edition: 9 <sup>th</sup> ISBN: 9780470421352 Copyright Year: 2011 Publisher: John Wiley & Sons, Incorporated			
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## **5. MANDATED ANNUAL STATE REPORTING**

- A. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership MPCCD participants.
- B. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement Course, which enrollment numbers shall be aggregated by gender and ethnicity and reconciled on or before June 30 of each year and shall be reported annually in compliance with all applicable state and federal privacy laws. The MPCCD shall annually report the student data to the Office of the Chancellor of the California Community Colleges. (Ed. Code, § 76004, subd. (t)(1)(A).)
- C. COLLEGE and SCHOOL DISTRICT shall report the annual total number of COLLEGE courses by category and type and by school site enrolled in by Participating Students. (Ed. Code, § 76004, subd. (t)(1)(B).)
- D. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site, by Participating Students (Ed. Code, § 76004, subd. (t)(1)(C).)
- E. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. (Ed. Code, § 76004, subd. (t)(1)(D).)
- F. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students served online generated by MPCCD participants in this CCAP partnership. (Ed. Code, § 76004, subd. (t)(1)(E).)
- G. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establishes protocols for the collection and dissemination of Participating Student data each semester within 30 days of the end of the term.

## **6. CCAP AGREEMENT DATA MATCH AND REPORTING**

- A. COLLEGE and SCHOOL DISTRICT shall implement operational protocols consistent with the collection of Participating Student data and the timely submission of the data.
- B. COLLEGE shall report all program and Participating Student data to the Office of the Chancellor of the California Community Colleges.

## **7. PRIVACY OF STUDENT RECORDS**

COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in CCAP Agreement Courses and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (“FERPA”), as set forth in 20 U.S.C. section 1232g; Title 34, Code of Federal Regulations Part 99, including the disclosure provisions of Title 34, Code of Federal Regulations section 99.30 and state law as set forth in Education Code sections 49064 and 49076. COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Ed. Code, §§ 49064, 49076.)

- A. **Limitation on Use.** COLLEGE and SCHOOL DISTRICT shall use each student education record that they may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with their authority to access that information pursuant to federal and State law, as may be as applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, § 49076.)
- B. **Recordkeeping Requirements.** COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations section 99.32 and under Education Code section 49064 as applicable.
- C. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this CCAP Agreement, MPCCD and SCHOOL DISTRICT hereby acknowledges that they have been provided with the notice required under Title 34, Code of Federal Regulations, section 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent.

## 8. FACILITIES USE

- A. MPCCD and SCHOOL DISTRICT shall adhere to the terms outlined in Section 16, Facilities, of this CCAP Agreement.
- B. COLLEGE, as part of Section 16.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities to the SCHOOL DISTRICT:

BUILDING	CLASSROOM	DAYS	HOURS
	TBD	See days above	See days above