

**LOS BANOS UNIFIED SCHOOL DISTRICT
GOVERNING BOARD OF EDUCATION
REGULAR MEETING
Los Banos City Council Chambers
520 J Street – Los Banos, CA 93635
Thursday, November 14, 2019
5:30 P.M. – Study Session UC Merced
6:00 P.M. – Closed Session
7:00 P.M. – Regular Meeting
AGENDA**

The District welcomes Spanish speakers to Board meetings. Anyone planning to attend and needing an interpreter should call 826-3801, 48 hours in advance of the meeting, so arrangements can be made for an interpreter.
El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretación llame al 826-3801, 48 horas antes de la junta, para poder hacer arreglos de interpretación.

I. OPENING BUSINESS

A. Call Public Session to Order

B. Roll Call of Board Members Present

Margaret Benton	Anthony Parreira
Luis Castro	Anahi Rodriguez
Ray Martinez	Marlene Smith
Gary Munoz	Lizbeth Ku

C. Closed Session (6:30 P.M.)

1. Student Discipline: Cases #9373779371, #9147496591, and #3192015947 (Action)
2. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Amer Iqbal, Mark Marshall, Paula Mastrangelo, and Sean Richey; Employee Organization: LBTA/CSEA (No Action).
3. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (No Action)
4. Property Negotiations (Section 54956.8) Agency Negotiator: Amer Iqbal (No Action)

II. OPEN REGULAR MEETING (7:00 P.M.)

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA

Motion by _____ Seconded by _____
Proposed Action: Approve Agenda

V. **PUBLIC HEARING**

Public Presentations:

Members of the public may request an item be placed on the agenda of a regular meeting by submitting a request in writing, with all supporting documents, if any, to the Superintendent at least two weeks before the scheduled meeting date. [BB 9322(a)]

General Public Comment:

Individuals wishing to address the Board on items not on the agenda may do so by approaching the podium. Once recognized, individuals shall identify themselves and make their statement. Speakers are limited to three (3) minutes, with the total time for public input at twenty (20) minutes per non-agenda item. [BB 9323]

Public Comment on Agenda Items:

Members of the community may address specific items on the agenda as they are taken up by the Board in open session or prior to the Board going into closed session. The Board President will recognize individuals who wish to speak. Speakers are limited to three (3) minutes, with the total time for public input at twenty (20) minutes per agenda item. Once public comment on the agenda item is concluded and the Board begins deliberations or recesses to closed session, no further public comment shall be permitted on the agenda item. [BB 9323]

Recognition/Introductions:

1. Winner from Young Patriots Essay Contest –LBJH
2. Introduce Student Representative from PHS Lizbeth Ku

VI. **REPORTS**

- A. Student Representative Report
- B. California School Employees Association Report
- C. Los Banos Teachers Association Report
- D. Superintendent’s Report
- E. Facilities Report
- F. Board Member Reports

VII. **NEW BUSINESS**

- A. Williams Settlement Report (Pg 7) **5 Min.**

This agreement is being presented to the Board without staff recommendation.

- B. 2019 Dashboard Local Indicators Report (Pg 18) **5 Min.**

Staff will provide an informational report on Dashboard Local Indicators for Reporting to California Department of Education Dashboard.

C. Annual Organizational Meeting (Pg 19) **5 Min.**

It is recommended the Board approve Monday, December 16, 2019, 5:00 P.M., at the Los Banos Unified School District Office Boardroom as the date, time, and place of its annual organizational meeting.

Motion By _____ Seconded By _____

Proposed Action: Approve

D. Mandated Policy Changes/Updates-First Reading (Pg 20) **5 Min.**

It is recommended the Board declare its intent to adopt the following mandated updates:

- BP0460 Local Control and Accountability Plan: Philosophy, Goals Objectives and Comprehensive Plans
- BP1112 Media Relations; Community Relations
- BP5123 Promotion Acceleration Retention; Students
- BP5136 Gangs; Students
- BP6179 Child Care and Development Programs; Instruction
- BB 9320 Meetings and Notices; Board Bylaws

Motion By _____ Seconded By _____

Proposed Action: Declare Intent to Adopt

E. Interfund Cash Transfers Resolution#41-19 (Pg 55) **5 Min.**

It is recommended the Board adopt Resolution #41-19 authorizing District Administration to transfer funds as needed for cash-flow purposes, and to repay those transfers as funds become available for the respective school years.

Motion By _____ Seconded By _____

Proposed Action: Adopt Resolution (ROLL CALL VOTE)

F. Authorization of Acquisition of School Buses Resolution#42-19 (Pg 57) **5 Min.**

It is recommended the Board adopt Resolution #42-19 authorizing acquisition of two school buses: 84 passenger school buses and 32+1/18+4 var passenger bus by utilizing the piggyback contract from Hemet Unified School District bid number 061719.

Motion By _____ Seconded By _____

Proposed Action: Adopt Resolution (ROLL CALL VOTE)

G. Award Recommendation – Loftin Stadium Removal of Asbestos/Lead (Pg 148) **5 Min.**

It is recommended the Board approve the low bid from Yanez Construction for the Loftin Stadium Removal of Asbestos, Lead and Disposal of Structures Project and authorize the Superintendent or Designee to sign contract documents and issue the Notice to Proceed or Designee to sign contract documents and issue the Notice to Proceed.

Motion By _____ Seconded By _____

Proposed Action: Approve

H. Addendum to Superintendents Contract (Pg 149) **5 Min**

It is recommended that the Board approve the third addendum to the employment agreement between the Los Banos Unified School District and Superintendent, Dr. Mark Marshall

Motion By _____ Seconded By _____

Proposed Action: Approve

I. Provisional Internship Permits (Pg 151) **5 Min.**

It is recommended the Board approve the following Provisional Internship Permit:
Barcellos, Alexis –Life Science Teacher Creekside Junior High.

Motion By _____ Seconded By _____

Proposed Action: Approve

J. Reclassification Article Changes – CSEA Collective Bargaining (Pg 154) **5 Min.**

It is recommended the Board approve the changes to the language being proposed in Article XII Reclassification, in the collective bargaining agreement.

Motion By _____ Seconded By _____

Proposed Action: Approve

K. Bilingual Stipends – Classified Personnel (Pg 166) **5 Min.**

It is recommended that the Board approve the MOU between California School Employees Association (CSEA) and its Los Banos Chapter #92 and the Los Banos Unified School District establishing a bilingual stipend for eligible classified job classifications.

Motion By _____ Seconded By _____

Proposed Action: Approve

VIII. CONSENT CALENDAR

The Consent Calendar represents routine items acted upon in one motion by roll call vote. The recommendation is for adoption, unless otherwise specified. Any item can be removed for discussion upon request.

- A. Approval of Minutes
Special Meeting, October 3, 2019 (Pg 169)
Regular Meeting, October 10, 2019 (Pg 170)
Special Meeting, October 14, 2019 (Pg 176)
- B. Personnel Actions
1. Report of Certificated Staffing Actions (Pg 177)
2. Report of Classified Staffing Actions (Pg 178)
- C. Monthly Fiscal Report (Pg 179)
The monthly Fiscal Report is provided for informational purposes.
- D. Donations:
1. Dollar General to Westside Union Elementary (Pg 180)
- E. Agreements/Contracts
1. Agreement, Super COOP, to manage commodity monies (Pg 190)
2. Agreement, Presence Learning, for Speech Language Services (Pg 194)
3. Agreement, Sherman Garnett & Associates for 504 Training (Pg 216)
4. Agreement, Boys and Girls Club of Merced County, for after school program at Creekside Junior High (Pg 219)
5. Agreement, Foundation for California Community Colleges for College Next college and career planning platform (Pg 224)
- F. Overnight/Out-of-State Travel
1. LBHS Seniors Grad Night June 2-3, 2020 Disneyland, Anaheim CA (Pg 253)
2. PHS Skills USA students and advisor, March 23-25, 2020 Workshop, Disneyland, Anaheim CA (Pg 254)
3. LBHS Varsity Boys' Wrestling (Pg 256)
Dec. 27-28, 2019: The Bash, Santa Maria
Jan. 31, 2020: Sac-Joaquin Section Div. IV Dual Team Championship, Stockton
Feb.20-21, 2020: Sac-Joaquin Sections Masters, Stockton
Feb. 26-28, 2020: CIF State Championship, Bakersfield
4. LBHS Varsity Girl's Wrestling (Pg 257)
Feb. 20-21, 2020: Sac-Joaquin Girls Masters, Stockton, CA,
Feb. 26-28, 2020: Girls CIF State Wrestling Championships: Bakersfield,
- G. Disposal of Obsolete Electronic Equipment (Pg 258)
It is recommended the Board approve the removal and disposal of obsolete electronic equipment.

H. Approval/Ratification of Warrants

Motion By _____ Seconded By _____

Proposed Action: Approve Consent Calendar as listed. **(ROLL CALL VOTE)**

IX. REPORTING CLOSED SESSION ACTION

The Board will report action taken at the closed session held prior to the start of the meeting.

X. DISCUSSION, INFORMATION & FUTURE AGENDA ITEMS (Board/Superintendent)

XI. CLOSED SESSION (If necessary)

XII. REPORTING CLOSED SESSION ACTION (If necessary)

The Board will report action taken in closed session.

XIII. ADJOURNMENT

Americans with Disabilities Act Assistance: Auxiliary aids and services include a wide range of services and devices that promote effective communications for individuals with disabilities. If you require such assistance, please notify the Office of the Superintendent at 826-3801 as soon as possible. Every effort will be made to give primary consideration to expressed preferences or provide equally effective means of communication to insure equal access to Los Banos Unified School District programs and events.

Board Reference Material

SUBJECT TITLE: Williams Settlement Report

REQUESTED ACTION: None, Information Only

Action _____

Discussion/Information ___X___

RECOMMENDATION:

No action required; information only.

BACKGROUND INFORMATION:

California *Education Code* Section 1240 requires the County Superintendent of Schools provide an annual report to any Governing Board whose schools were identified to be visited in Merced County pursuant to the Williams Settlement. Sites were reviewed in areas that included sufficiency of textbooks and instructional materials; health and safety of facilities; and the monitoring and reviewing of teacher vacancies and misassignments.

The County is required to present the information they have collected directly to the School Board, rather than just presenting their yearly findings in writing.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

Repair work or textbook purchases will be funded out of appropriate accounts.

ORIGINATOR: Mark Marshall, Ed.D., Superintendent

DATE: November 14, 2019

California *Education Code* Section 1240 requires that the county superintendent or designee visit schools identified in our county, review information in the areas noted below, and report to you the results of the visits and reviews. Provided for submission to your governing board at a regularly scheduled November meeting, is your district's report for fiscal year 2019-2020. This report presents the results of visits and reviews at your district's schools this year.

The purpose of the visits as specified in California Education Code 1240 is to:

1. Determine if students have "sufficient" standards-aligned instructional materials in four core subject areas (English language arts, mathematics, history/social science and science (including science laboratory equipment in grades 9-12)) and, as appropriate, in foreign languages and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff"; and
3. Determine if the school has provided accurate data on the annual school accountability report card related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."

The law further requires that the county superintendent:

1. Annually monitor and review teacher mis-assignments and teacher vacancies in schools ranked in deciles 1-3 (2012 Base API);
2. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and mis-assignments, and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Review audit exceptions under expanded authority in the areas of use of instructional materials program funds, teacher mis-assignments, and information reported on the school accountability report card and determine whether the exceptions are either corrected or an acceptable plan of correction has been developed.

Before proceeding with the report, below are some basic terms:

- "Sufficient textbooks or instructional materials" mean each pupil, including English language learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.
- A school facility condition that poses an "emergency or urgent threat" is a "condition that poses a threat to the health or safety of pupils or staff while at school." [Note: this definition and quote is drawn from EC 17592.72(c)(1) because it is incorporated by reference in EC 1240(c)(2)(i)(ii).]

- “Good repair” means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria. Each school district that receives state funding for facilities maintenance is required to establish a facilities inspection system to ensure that each of its schools is maintained in “good repair.”
- The table below is provided to clarify the rating descriptions included in the Facilities Inspection Tool Reports.

Percentage	Description	Rating
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	Exemplary
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	Good
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	Fair
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	Poor

Los Banos Unified School District
2019-2020 Williams Monitoring

LBUSD	Instructional Materials		Credentials		Facilities		SARC		Additional Settlement Monitoring
	Deficiencies Identified by Grade	Date Resolved	Deficiencies Identified	Date Resolved	Emergencies Identified	Score	Discrepancies Identified		
Henry Miller	None		None		None	98.58%	None	None	
Los Banos Junior	None		None		None	94.01%	None		

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY	
LOS BANOS SCHOOL DISTRICT		MERCED	
SCHOOL SITE		SCHOOL TYPE (GRADE LEVELS)	NUMBER OF CLASSROOMS ON SITE
HENRY MILLER ELEMENTARY		K-6	33
INSPECTOR'S NAME		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
RAY BIRCH		Joe Briozo	
TIME OF INSPECTION		WEATHER CONDITION AT TIME OF INSPECTION	
8:00			
INSPECTOR'S TITLE			
CUSTODIAL OPERATIONS SUPERVISOR			

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
	GAZ LEAKS	MECH/HVAC	SEWER		OVERALL CLEANLINESS	PEST/VERMIN INFESTATION		ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYER/UNID./SCHOOL GROUNDS
22	22	22	22	21	22	22	22	19	20	22	22	22	22	3	22
Number of "✓"'s:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Number of "D"'s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of "X"'s:	0	0	0	1	0	0	0	0	0	0	0	0	0	19	0
Number of N/A's:	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	86.36%	90.91%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Percent of System in Good Repair (Total Areas - "NA"'s)	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	88.64%	90.91%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	88.64%	90.91%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Rank (Circle one)	GOOD		GOOD	GOOD	GOOD	GOOD	GOOD	FAIR	FAIR	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD
GOOD = 90%-100%															
FAIR = 75%-89.99%															
POOR = 0%-74.99%															

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING: DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE → 98.58% → SCHOOL RATING** → GOOD

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

PART II: EVALUATION DETAIL		Date of Inspection: 08/14/19		School Name: HENRY MILLER											
CATEGORY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
AREA	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLA/GROUNDS/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES
MEDIA/ LIBRARY	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
KITCHEN	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	NA	✓
	COMMENTS: There was a leak in the kitchen faucet.														
MULTI-PURPOSE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
A GIRLS RESTROOM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
A BOYS RESTROOM	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
ROOM A3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
ROOM A6	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
ROOM A8	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
ROOM B2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
ROOM B7	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
ROOM B9	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
ROOM C6	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
ROOM C9	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														

PART II: EVALUATION DETAIL Date of Inspection: 08/14/19 School Name: HENRY MILLER

AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
CATEGORY	GAS LEAKS	MECH/VAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES
C GIRLS RESTROOMS	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
COMMENTS:															
C BOYS RESTROOM	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	NA	✓
COMMENTS:	There is a loose toilet.														
ROOM D2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
COMMENTS:															
ROOM D3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
COMMENTS:															
ROOM D7	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
COMMENTS:															
B BOYS ROOM	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
COMMENTS:	There is a urinal that is not flushing.														
B GIRLS RESTROOM	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	NA	✓
COMMENTS:	There is a toilet that is continuously running. The first sink faucet is not working.														
LOUNGE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
COMMENTS:															
PLAYGROUND	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
COMMENTS:															

Marks: ✓ = Good Repair (When filling up the electronic version, please use ctrl+G); D = Deficiency; X = Extreme Deficiency; NA = Not Applicable
 Use additional sheets as necessary.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Los Banos Unified School District		COUNTY Merced
SCHOOL SITE Los Banos Junior High School	SCHOOL TYPE (GRADE LEVELS) 7th and 8th	NUMBER OF CLASSROOMS ON SITE 42
INSPECTOR'S NAME Ray Birch	INSPECTOR'S TITLE Custodial Services Supervisor	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) Deo Brazil
TIME OF INSPECTION 9:00 A.M	WEATHER CONDITION AT TIME OF INSPECTION clear	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	A. SYSTEMS				B. INTERIOR		C. CLEANLINESS		D. ELECTRICAL		E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOOR/ GATES/FENCES			
32	32	31	32	28	31	31	25	31	28	31	32	32	32	32	32	32	32	32
Number of "OK"s:	0	1	0	4	1	1	7	1	4	1	0	0	0	0	0	0	0	0
Number of "D"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of N/A's:	100.00%	96.88%	100.00%	87.50%	96.88%	96.88%	78.13%	96.88%	87.50%	96.88%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Percent of System in Good Repair (Number of "OK"s divided by Total Areas - "N/A"s)	98.96%		87.50%		96.88%		78.13%		92.19%		98.44%		100.00%		100.00%		100.00%	
Total Percent per Category (average of above)*	GOOD		FAIR		GOOD		FAIR		GOOD		GOOD		GOOD		GOOD		GOOD	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%	GOOD		FAIR		GOOD		FAIR		GOOD		GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING: DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE → 94.01% → SCHOOL RATING** → GOOD

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75 %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

PART II: EVALUATION DETAIL		School Name: <u>Los Banos Middle</u>													
		Date of Inspection: <u>08/22/19</u>													
CATEGORY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
AREA	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES
A WING	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
KITCHEN	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
GYM	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK
	COMMENTS: The girls room has a leaking toilet.														
BOYS LOCKER ROOM	OK	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK
	COMMENTS: The exterior water fountain is leaking. The restroom has a leaking faucet.														
GIRLS LOCKER ROOM	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
G RESTROOMS	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
G 102	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS: There is a light that is out. There is broken glass at the fire extinguisher box.														
G 106	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS: There are tripping hazards at the teachers desk area.														
ADMIN	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS: In A128, a light is out.														
MATT ROOM	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
PORTABLE RESTROOMS STUDENTS	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
PORTABLE RESTROOMS STAFF	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														
B 100	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:														

PART II: EVALUATION DETAIL		Date of Inspection: 08/22/19		School Name: Los Banos Middle												
AREA	CATEGORY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		GAS LEAKS	MECH/RVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAY/GROUND/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/PENES
B 105		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:															
B 111		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:															
B 115		OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:	There is chipped laminate at the counter														
B RESTROOMS		OK	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK
	COMMENTS:	There is low water pressure at the sink in the girls room.														
F WING		OK	D	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:	There is a condensation pipe draining onto the sidewalk pathway.														
F 101		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:	There is a light that is out.														
F 102		OK	OK	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK
	COMMENTS:	The water pressure is low at 2 of the sinks.														
F 107		OK	OK	OK	OK	D	D	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:	There was a trail of ants in the room. The walls by the sink are dirty.														
F 108		OK	OK	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK
	COMMENTS:	The water was turned off at the sinks. The storage was too close to the ceiling.														
D 124		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:	Room 123 has electrical boxes that have wires in them that are not covered.														
J 112		OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:	There is a light that is out.														
J 113		OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:	There is a light that is out.														
J 114		OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:	The carpet is torn and ripped.														

PART II: EVALUATION DETAIL		Date of Inspection:	School Name: Los Banos Middle															
		08/22/19	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
AREA	CATEGORY		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
			GAS LEAKS	MECH/RVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
J RESTROOMS		OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:	The ceiling has an area that needs to be patched and painted.																
P 107		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:																	
P 111		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:																	
P 112		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:																	
P 114		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:																	
EXT. BY B 109		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	COMMENTS:	There is a damaged electrical outlet.																

Marks: **OK** = Good Repair; **D** = Deficiency; **X** = Extreme Deficiency; **NA** = Not Applicable
 Use additional Area Lines as necessary.

Board Reference Material

SUBJECT TITLE: **2019 Dashboard Local Indicators Report**

REQUESTED ACTION: Report Only

Action_____

Discussion/Information___X___

RECOMMENDATION:

No action required; report only

BACKGROUND INFORMATION:

Staff will share the initial data that was reported on the Spring 2019 Dashboard for the District.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal #1 - Promote the educational success of all students by closing the achievement gap between groups of students by using best practices to attain proficiency or better by all students in reading and mathematics.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

N/A

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education and
C. Sean Richey, Ed.D., Chief Academic Officer
Date: November 14, 2019

Board Reference Material

SUBJECT TITLE: Annual Organizational Meeting

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve Monday, December 16, 2019 as the date of its annual Organizational Meeting.

BACKGROUND INFORMATION:

Education Code Section 35143 requires districts hold an annual organizational meeting within 15 days of the second Friday in December and must be set by the Board at its regular meeting held prior to December 1st.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is a business activity and does not support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):

None.

ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Date: November 14, 2019

Board Reference Material

SUBJECT TITLE: **Mandated Policy Changes/Updates-First Reading**

REQUESTED ACTION: Declare Intent to Adopt

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board declare its intent to adopt the following mandated updates:

BP0460	Local Control and Accountability Plan: Philosophy, Goals Objectives and Comprehensive Plans
BP1112	Media Relations; Community Relations
BP5123	Promotion Acceleration Retention; Students
BP5136	Gangs; Students
BP6179	Child Care and Development Programs; Instruction
BB 9320	Meetings and Notices; Board Bylaws

BACKGROUND INFORMATION:

These Board Policies, Administrative Regulations and have been updated to meet current legal and state mandated requirements. The changes are mandated by law and the District must take action to update these policies.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This activity is operational in nature, and does support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

Mandated policies must be acted upon; optional policies are recommended, but are adopted at the discretion of the Board.

SPECIFIC FINANCIAL IMPACT:

None.

ORIGINATOR: Mark Marshall Ed. D., Superintendent

DATE: November 14, 2019

Los Banos USD

Board Policy

Local Control And Accountability Plan

BP 0460

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A ~~community-based~~, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions **which are aligned with the district budget** and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0415 - Equity)

The Board shall adopt a districtwide local control and accountability plan (LCAP), ~~following based on the template provided in 5 CCR 15497.5,~~ **adopted by the State Board of Education (SBE)**, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060; **52064**; ~~5 CCR 15494-15497.5~~)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" ~~and other~~ **or are part of any numerically significant student subgroup that is at risk of or is** underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth ~~and are counted only once as defined in Education Code 42238.01~~ for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall review the **single school** plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)
(cf. 4140/4240/4340 - Bargaining Units)

(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include ~~at least one~~ parent/guardian ~~S~~ of ~~an~~ unduplicated student ~~S~~ as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners: **to review and comment on the LCAP.** (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. **(Education Code 52062)**

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, **the district budget, and the budget overview for parents/guardians**, the Board shall file the LCAP, **the budget, and the budget overview** with the County Superintendent of Schools. (Education Code **42127, 52064.1, 52070**)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by ~~him/her~~ **the Superintendent** and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance ~~based on evaluation rubrics adopted by the State Board of Education pursuant to Education Code 52064.5.~~ **reported on the California School Dashboard.** Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

Technical Assistance/Intervention

~~When it is in the best interest of the district,~~ **At its discretion,** the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in ~~the identification of~~ **ying** district strengths and weaknesses in regard to state priorities **and which includes the review of effective, evidence-based programs that apply to the district's goals** **performance data on the state and local indicators included in the Dashboard and other relevant local data, and in identifying effective, evidence-based programs or practices that address any areas of weakness.**

2. Assistance from an academic, **programmatic, or fiscal** expert, or team of ~~academic~~ experts, ~~or another district in the county in~~ identifying and implementing effective programs **and practices that are designed to improve the outcomes for student subgroups performance in any identified areas of weakness. The district may engage other service providers, including, but not limited to, other school districts, county offices of education, or charter schools, to provide such assistance.**

~~3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074~~

In the event that the County Superintendent requires the district to receive technical assistance pursuant to ~~Education Code 52071~~, **based on one or more numerically significant student subgroups meeting the criteria established pursuant Education Code 52064.5**, the Board shall ~~review all recommendations received from work with the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.~~ **another service provider at district expense, and shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items #1-2 above or substantially similar activities. (Education Code 52071)**

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)

If the ~~Superintendent of Public Instruction (SPI)~~ identifies the district as needing intervention pursuant to ~~Education Code 52072~~, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: **(Education Code 52072)**

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:

EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 Learning Communities for School Success Program; grants for LCAP implementation

41020 Audits

41320-41322 Emergency apportionments

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 ~~Academic Performance Index~~; Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning pilot program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

~~60811.3 Assessment of language development~~

64001 ~~Single School~~ plan for student achievement

99300-99301 Early Assessment Program

WELFARE AND INSTITUTIONS CODE

300 Dependent child of the court

CODE OF REGULATIONS, TITLE 5

15494-15497.5 Local control and accountability plan and spending requirements

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

6826 Title III funds, local plans

Management Resources:

CSBA PUBLICATIONS

The California School Dashboard and Small Districts, October 2018

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016

LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

California School Dashboard

~~Every Student Succeeds Act – Update #6, January 18, 2017~~

LCFF Frequently Asked Questions

Local Control and Accountability Plan and Annual Update (LCAP) Template

Family Engagement Framework: A Tool for California School Districts, 2014

California Career Technical Education Model Curriculum Standards, 2013

California Common Core State Standards: English Language Arts and Literacy in

History/Social Studies, Science, and Technical Subjects, rev. 2013

California Common Core State Standards: Mathematics, rev. 2013

California English Language Development Standards, 2012

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: October 12, 2017 Los Banos, California

revised: **November 14, 2019**

Los Banos USD

Board Policy

Media Relations

BP 1112

Community Relations

~~The Governing Board recognizes that the media significantly influences~~ **respects** the public's understanding of school issues and can greatly assist the district in communicating with the community about school needs.

~~The Board respects the public's right to information and recognizes that the media has a legitimate interest in the schools and a responsibility to provide the community with news.~~

~~The Superintendent or designee shall coordinate the release of information concerning the district and the actions of the Board.~~ **desire for and right to information and recognizes that the media significantly influence the community's understanding of school programs, student achievement, and school safety. In order to develop and maintain positive media relations, the Board and Superintendent shall reasonably accommodate media requests for information and provide accurate, reliable, and timely information.**

In conjunction with the Superintendent or designee, the Board shall periodically establish priorities and key messages for proactively communicating with the media regarding current district issues, activities, or needs.

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0510 - School Accountability Report Card)

(cf. 1100 - Communication with the Public)

(cf. 1160 - Political Processes)

Media representatives are welcome at all Board meetings and shall receive meeting announcements and agendas upon request **in accordance with Board policy.**

(cf. 9321 - Closed Session)

(cf. 9322 - Agenda/Meeting Materials)

~~Like all visitors, mMedia representatives are encouraged to identify themselves when they, like all other visitors, shall register immediately upon entering any school building or grounds so as to avoid causing disruption or confusion. when school is in session.~~

(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)

~~The principal or designee of each school shall~~ **Staff may** provide the media with **student directory** information relating to his/her school, including information about student awards, school accomplishments and events of special interest.

~~(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)~~

, as identified in AR 5125.1 - Release of Directory Information, unless the student's parent/guardian has submitted a written request that such information not be disclosed. The district shall not release other student records or personally identifiable student information that is private or confidential as required by law, Board policy, or administrative regulation.

(cf. 1340 - Access to District Records)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 9010 - Public Statements)
(cf. 9324 - Minutes and Recordings)

~~District employees are encouraged to cooperate with members of the press, radio and television. Employees should always make it clear that they are expressing their own personal viewpoints when so doing. They should not express viewpoints on behalf of the district unless they have been designated to do so.~~

Interviewing and Photographing Students

******Note: In 79 Ops. Cal. Atty. Gen. 58 (1996), the Attorney General stated that, because students have a constitutional right to free speech, school administrators may not require prior written parental permission before allowing media representatives to interview particular students on campus. However, Education Code 48907 and 48950 and case law clarify that the district may adopt reasonable provisions for the time, place, and manner in which free expression may occur within the district's jurisdiction. Therefore, in some circumstances (e.g., interviews during class time or interviews that identify other students by name), it may be appropriate to limit the student's ability to talk with the media on campus. Because this is a complex area of law, districts should consult with legal counsel before adopting a policy or practice that may limit students' constitutional rights.******

******Note: Neither the Attorney General opinion nor case law considers the rights of media to photograph students on school grounds. However, the same concerns raised with regard to student interviews, such as a substantial disruption to the orderly operation of school or a substantial invasion of the rights of others, including privacy rights, may exist with regard to***

*photos. Furthermore, in some cases, the publishing of a photo may affect student safety, such as when a student's attendance is concealed from a parent due to a domestic violence restraining order. Districts should consult with legal counsel before adopting a policy or practice that may limit the photographing of students by the media. ****

~~Media representatives who wish to interview or photograph students at school are strongly encouraged. The district shall not impose restraints on students' right to speak freely with media representatives. However, interviewing and photographing students shall not create substantial disruption to the orderly operation of the school or impinge on the rights or safety of students. Therefore, the district shall encourage media representatives who wish to interview or photograph students at school to make prior arrangements with the principal, so as to alleviate any possibility of disturbances on campus. This also allows the principal to arrange for interview times that will not interfere with the student's class attendance.~~

(cf. 5145.2 - Freedom of Speech/Expression)

Media Contacts/Spokespersons

The Superintendent or designee shall identify the district's and/or site's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the district include the Board president, Superintendent, public information officer, or district communications director. Other Board members and/or staff may be asked by the Superintendent or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue or appropriateness given a particular situation.

The Superintendent or designee shall provide training on effective media relations to all designated spokespersons.

(cf. 9240 - Board Training)

Crisis Communications Plan

~~The district shall not release information which is private or confidential as identified by law and Board policy or administrative regulation.~~

~~(cf. 1340 - Access to District Records)~~

~~(cf. 5125 - Student Records)~~

~~(cf. 5125.1 - Release of Directory Information)~~

~~During a disturbance or crisis situation, the first priority of school staff is to address the situation at hand. At such times, media inquiries shall be routed to the Superintendent or designee, who shall:~~

~~1. Prepare an official statement responding to the particular situation.~~

~~2. Update the official statement as events unfold.~~

~~3. Keep staff and students well informed.~~

~~(cf. 9010 - Public Statements)~~

The Superintendent or designee shall develop strategies for working with the media to provide timely and accurate information to students, parents/guardians, and the community during a crisis or natural disaster. The crisis communications plan may include, but not be limited to, identification of a media center, strategies for press conference logistics, and development and integration of both internal and external notification systems, including public address systems, social media, web site postings, and text alerts.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall include local law enforcement, media representatives, and district technology personnel in the crisis planning process.

Legal Reference:

EDUCATION CODE

~~32210 Willful disturbance of public school or meeting~~

~~32211 Threatened disruption or interference with classes~~

35144 Special meetings

35145 Public meetings

~~35145.5 Agenda; public participation~~

~~35146 Closed sessions~~

35160 Authority of governing boards

35172 Promotional Activities

48907 Freedom of speech and press

48950 Prohibition against disciplinary action for first amendment speech

49061 Definition of directory information

49073 Directory information

EVIDENCE CODE

1070 Refusal to disclose news source

PENAL CODE

627-627.10 Access to school premises

UNITED STATES CODE, TITLE 20

1232g Family educational and privacy rights

CODE OF FEDERAL REGULATIONS, TITLE 34

99.3 Definition of directory information

COURT DECISIONS

Lopez v. Tulare Joint Union High School District, (1995) 34 Cal.App.4th 1302

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 58 (1996)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: October 3, 1996 Los Banos, California

revised: November 14, 2019

Los Banos USD

Board Policy

Promotion/Acceleration/Retention

BP 5123

Students

PLEASE TAKE NOTE OF HIGHLIGHTED SECTIONS

~~Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Los Banos Unified School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2012-13 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

~~Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.~~

The Governing Board expects students to progress through each grade level within one school year. ~~To accomplish this~~ **Toward this end**, instruction ~~should~~ **shall be designed to** accommodate the variety of ways that ~~children~~ **students** learn and ~~include~~ **provide** strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements/Standards of Proficiency)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6170.1 - Transitional Kindergarten)

~~Progress toward high school graduation shall be based on the student's ability to pass the courses necessary to earn the required number of credits. The student must also meet the minimum proficiency requirements set by the Board and the State of California.~~

When high academic achievement is evident, the ~~Superintendent or designee~~ **teacher** may recommend a student for acceleration into a higher grade level. The student's ~~social and emotional growth~~ **maturity level** shall be taken into consideration in making a determination to accelerate **a student**.

~~As early as possible in a student's school career, in the school year, the Superintendent or designee Teachers shall identify whether or not the studentS is at risk of being or who should be retained in accordance with law, Board policy, administrative regulation and the following criteria.~~ **or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (Education Code 48070.5)**

- ~~1. Annual assessment results mandated on the state's Standardized Testing and Reporting Program;~~ **Between grades 2 and 3**
- ~~2. Minimum levels of proficiency recommended by the State Board of Education, and the Los Banos Unified School District;~~ **and Between grades 3 and 4**
- ~~3. Other indicators of achievement as established in Exhibit 5123.~~ **Between grades 4 and 5**

****Note: If all the schools in the district are configured in the same manner, the district may specify the actual grade levels in items #4 and 5 below (e.g., between grades 6 and 7, between grades 8 and 9).****

- 4. Between the end of the intermediate grades and the beginning of the middle school grades**
- 5. Between the end of the middle school grades and the beginning of the high school grades**

****Note: Pursuant to Education Code 48070.5, the district may use either of the following: (1) the student's grades and other indicators of academic achievement designated by the district (Option 1 below) or (2) the results of state assessments administered pursuant to Education Code 60640-60649 and minimum levels of proficiency recommended by the State Board of Education (SBE) (Option 2 below). With regard to students with special needs, the determination as to the appropriate standards for promotion or retention should be made as part of the individualized education program process; see BP/AR 6159 - Individualized Education Program.****

****Note: Education Code 48070.5 provides that, when a district chooses to identify students on the basis of grades pursuant to Option 1, the Board shall also designate other indicators of academic achievement that will be used. These other indicators of achievement (e.g., state or district assessments, portfolios, attendance) should be specified in the blanks provided below.****

OPTION 1: Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic achievement:

(cf. 5121 - Grades/Evaluation of Student Achievement)

*****Note:** According to the California Department of Education's (CDE) "FAQs Pupil Promotion and Retention," student results from the California Assessment of Student Performance and Progress may be included as indicators of academic achievement for the purpose of identifying students for promotion or retention as provided in Option 2 below, but should not be the only criterion until minimum performance levels for this purpose have been established by CDE. Other indicators of achievement (e.g., grades, district assessments, portfolios, attendance) should be specified in the blanks provided below. ***

OPTION 2: Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by the results of state assessments administered pursuant to Education Code 60640-60649 and the following additional indicators of academic achievement:

~~(cf. 5149 - At Risk Students)~~
~~(cf. 6162.5 - Student Assessment)~~
(cf. 6162.51 - State Academic Achievement Tests)

~~When a student is recommended for retention or is identified as being at risk for retention, the Superintendent or designee shall provide opportunities for remedial instruction to assist the student in overcoming his/her academic deficiencies. Such opportunities may include but are not limited to tutorial programs, after-school programs, and summer school programs.~~

~~(cf. 6164.5 - Student Study Teams)~~
~~(cf. 6177 - Summer School)~~

~~Students who have been retained one time in grades 1-8 will not be retained a second time, but continue to be identified as "At Risk of Retention" and required to attend intervention activities.~~

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

~~(cf. 6142.91 - Reading/Language Arts Instruction)~~
~~(cf. 6142.92 - Mathematics Instruction)~~

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

When any student in grades 2-9 is recommended for retention or is identified as being at risk for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. (Education Code 48070.5)

**(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)
(cf. 6179 - Supplemental Instruction)**

Legal Reference:

EDUCATION CODE

~~37252-37254.1 Supplemental instruction~~

~~41505-41508 Pupil Retention Block Grant~~

~~46300 Method of computing ADA~~

48010 Admittance to first grade

~~48011 Admission on completing kindergarten; grade placement of pupils coming from other districts~~ **Promotion/retention following one year of kindergarten**

~~48070-48070.5 Promotion and retention~~

~~48431.6 Required systematic review of students and grading~~

~~56345 Elements of individualized education plan~~

~~60641-60647 Standardized Testing and Reporting Program~~

~~60648 Minimum performance levels~~

~~60850-60856 Exit examination~~

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

~~200-202 Admission and exclusion of students~~

Management Resources:

~~CDE MANAGEMENT ADVISORIES~~

~~0900.90 Changes in Law Concerning Eligibility for Admission to Kindergarten 90-10~~

~~LEGISLATIVE COUNSEL'S OPINION~~

~~Promotion and Retention #21610~~

~~CSBA ADVISORIES~~

~~0901.99 Social Promotion/Retention Policy Briefing: Considerations for English Language Learners~~

~~1112.98 Student Promotion/Retention Advisory~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs Promotion, Retention, and Grading (students with disabilities)

FAQs Pupil Promotion and Retention

Kindergarten Continuance Form

WEB SITES

CSBA: <http://www.csba.org>

CDE: California Department of Education: <http://www.cde.ca.gov>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: May 8, 1997 Los Banos, California

revised: June 15, 2000

revised: November 14, 2019

Los Banos USD

Board Policy

Gangs

BP 5136

Students

The Governing Board desires to keep district schools free from the threats or harmful influence of any groups ~~or gangs which~~ **who exhibit drug use, violence or disruptive behavior behavior disruptive to the school environment and/or the safety and well-being of students.** The Superintendent or designee shall take steps to deter gang intimidation of students and staff and confrontations between members of different gangs. He/she shall exchange information and establish mutually supportive efforts with local law enforcement authorities. **Board additionally desires to provide support and intervention to students who are members of gangs to enable them to successfully disengage from gang involvement and be successful in school.**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 3515.1 - Crime Data Reporting)

(cf. 5131.4 - Campus Student Disturbances)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5137 - Positive School Climate)

The Superintendent or designee shall ~~provide inservice training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources.~~ **develop strategies for gang prevention that address the reasons that students may become involved in gangs, including the identity, recognition, or status achieved as being part of a gang, protection from gang violence in the community, the need for companionship and an extended family, intimidation to join a gang, desire to join a gang to be in a position to intimidate others, and/or connection with criminal activity.**

~~The Board realizes that many students become involved in gangs without understanding the consequences of gang membership.~~

~~Gang violence prevention education shall start with students in the early elementary grades and may start in kindergarten.~~ **as early as possible and include, but not be limited to, age-appropriate education that focuses on developing emotional and social competence, increasing prosocial peer bonds, strengthening attachment and commitment to school, and enhancing cooperative learning skills. Prevention shall also include improving parent/guardian involvement in and support for their children's academic progress, as well as ongoing gang awareness education for parents/guardians, including gang identifiers.**

~~To further discourage the influence of gangs, the Superintendent or designee shall ensure that school rules of conduct are enforced consistently and that all students have access to counselors as needed. If a student exhibits signs of gang affiliation, staff shall so inform the parent/guardian.~~

(cf. 5020 - Parent Involvement)
(cf. 6164.2 - Guidance/Counseling Services)

~~The Board believes that gang-related apparel is hazardous to the health and safety of the school environment. When there is evidence of a gang presence in district schools that disrupts or threatens to disrupt school activities, the Superintendent or designee may establish reasonable dress code regulations prohibiting students from wearing gang-related apparel. In addition, individual schools may, in their school safety plans, prohibit gang-related apparel on school grounds.~~

~~(cf. 3515 - School Safety and Security)~~
~~(cf. 5132 - Dress and Grooming)~~

The Superintendent or designee shall take steps to deter gang activity on school campuses, including threats and intimidation of students and staff, recruitment or intimidation of students to join gangs, bullying, fighting, criminal activities, and confrontations between members of different gangs.

(cf. 5131.2 - Bullying)

The Superintendent or designee shall ensure that school rules of conduct and any school dress code prohibiting gang-related apparel are enforced consistently. If a student exhibits signs of gang affiliation, staff shall so inform the principal or designee and the student's parent/guardian.

(cf. 5132 - Dress and Grooming)

The Superintendent or designee shall provide in-service training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources. The Superintendent or designee shall also provide staff development on social and emotional learning, classroom management, interactive teaching, and cooperative learning skills.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee may consider gang activity prevention and intervention when developing programs outside of the school day.

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Preschool/Early Childhood Education)
(cf. 5148.3 - Before/After School Programs)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall collaborate with child welfare services, mental health agencies, social services, and local law enforcement authorities in the prevention and intervention of gang activity.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Legal Reference:

EDUCATION CODE

32282 School safety plans

35183 Gang-related apparel

~~41510-41514 School Safety Consolidated Competitive Grant~~

48907 Student exercise of free expression

48950 Student freedom of speech

51264 Educational inservice training; CDE guidelines

51265 Gang violence and drug and alcohol abuse prevention in-service training

51266-51266.5 Model gang and substance abuse prevention curriculum

~~58700-56707 Gang risk intervention programs~~

PENAL CODE

186.22 Participation in criminal street gang

13826-13826.7 Gang violence suppression

~~Marvin H. Jeglin et al v. San Jacinto Unified School District et al 827 F.Supp. 1459 (C.D. Cal. 1993)~~

UNITED STATES CODE, TITLE 20

~~7101-7184 Safe and Drug-Free Schools and Community Act~~ **22 Student Support and Academic Enrichment Grants**

Management Resources:

~~CDE PUBLICATIONS~~

~~On Alert: Gang Prevention in School and Inservice Guidelines, January 1994~~

LOS ANGELES POLICE DEPARTMENT PUBLICATIONS

Why Young People Join Gangs

NATIONAL GANG CENTER PUBLICATIONS

Strategic Planning Tool

Gangs in Schools, March 2019

Parents' Guide to Gangs, July 2015

WEB SITES

California Cities Gang Prevention Network: <http://www.ccgpn.org>
California Department of Education: <http://www.cde.ca.gov/ls/ss/sa>
Gang Resistance Education and Training: <http://www.great-online.org/GREAT-Home>
Los Angeles Police Department, Gangs:
http://www.lapdonline.org/get_informed/content_basic_view/1396
Homeboy Industries: <http://homeboyindustries.org>
National Gang Center: <http://www.nationalgangcenter.gov>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT
adopted: May 8, 1997 Los Banos, California
revised: November 14, 2019

Los Banos USD

Board Policy

Child Care And Development Programs

BP 6179

Instruction

PLEASE NOTE HIGHLIGHTED

~~Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Los Banos Unified School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2012-13 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

~~Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.~~

~~The Governing Board wishes to provide a safe environment, with competent, caring supervision, for children whose parents/ guardians are working, in training, seeking jobs, incapacitated, or in need of respite. Besides attempting to help children develop intellectually, socially, emotionally and physically, district child care and development programs shall aim to strengthen families by enhancing parenting skills and reducing the strain on parents.~~ **recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.**

(cf. 0460 - Local Control and Accountability Plan)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6164.5 - Student Success Teams)

~~The Superintendent or designee shall ensure that district child care and development programs~~

~~comply with requirements of law and that subsidized child care is provided to eligible families.~~

~~(cf. 5146 - Married/Pregnant/Parenting Students)~~

~~(cf. 5148 - Child Care)~~

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

(cf. 5148.2 - Before/After School Programs)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

When determined to be necessary by the principal or designee and when written parent/guardian consent is obtained for the student's participation, a student may be required to participate in supplemental instruction outside the regular school day.

Supplemental instruction shall be offered to students who are recommended for retention, or are identified as being at risk for retention, at their current grade level. (Education Code 48070.5)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6162.51 - State Academic Achievement Tests)

*****Note: Items #1-2 below are optional and may be revised to reflect district practice.*****

In addition, supplemental instruction may be offered to:

1. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

*****Note: The following optional item may be used by districts maintaining high schools.*****

2. High school students who need support to successfully complete courses required for graduation

Legal Reference:

EDUCATION CODE

~~8200-8498 Child Care and Development Services Act~~

~~56244 Staff development funding~~

37200-37202 School calendar

37223 Weekend classes

42238.01-42238.5 Local control funding formula

46100 Length of school day

48070-48070.6 Promotion and retention

48200 Compulsory education

48985 Translation of notices

51210-51212 Courses of study, elementary schools

51220-51228 Courses of study, secondary schools

52060-52077 Local control and accountability plan

60603 Definitions, core curriculum areas

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

~~18140-18174 School Age Parenting and Infant Development Programs~~

~~18201-18208 State funded Child Development Programs.~~

11470-11472 Summer school

UNITED STATES CODE, TITLE 20

6311 State plan

Management Resources:

~~CDE PROGRAM ADVISORIES~~

~~6121.89 Educating Young Children: Next steps in implementing the school readiness task force~~

~~1107.89 Implementation of new procedures for noncompliance~~

WEB SITES

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adopted: September 17, 1997 Los Banos, California

revised: November 14, 2019

Los Banos USD

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BP 6179

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(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

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(cf. 5123 - Promotion/Acceleration/Retention)

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(cf. 6142.94 - History-Social Science Instruction)

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CODE OF REGULATIONS, TITLE 5

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~~18201-18208 State-funded Child Development Programs.~~

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WEB SITES

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Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: September 17, 1997 Los Banos, California

revised: November 14, 2019

Los Banos USD

Board Bylaw

Meetings And Notices

BB 9320

Board Bylaws

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Regular Meetings

The Board shall hold one regular meeting each month. Regular meetings shall be held at 7:00 p.m. on the second Thursday **of each month except December. The December meeting shall**

be held on the Thursday following the second Friday in December. All meetings will be held at the Los Banos City Hall Council Chambers.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings

pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Meetings shall be held within district boundaries, except to do any of the following:
(Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

EDUCATION CODE

- 35140 Time and place of meetings
- 35143 Annual organizational meeting, date, and notice
- 35144 Special meeting
- 35145 Public meetings
- 35145.5 Agenda; public participation; regulations
- 35146 Closed sessions
- 35147 Open meeting law exceptions and applications

GOVERNMENT CODE

- 3511.1 Local agency executives
- 11135 State programs and activities, discrimination
- 54950-54963 The Ralph M. Brown Act, especially:

54953 Meetings to be open and public; attendance
54954 Time and place of regular meetings
54954.2 Agenda posting requirements, board actions
54956 Special meetings; call; notice
54956.5 Emergency meetings
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications
36.303 Auxiliary aids and services
COURT DECISIONS
Wolfe v. City of Fremont, (2006) 144 Cal.App. 544
ATTORNEY GENERAL OPINIONS
88 Ops.Cal.Atty.Gen. 218 (2005)
84 Ops.Cal.Atty.Gen. 181 (2001)
84 Ops.Cal.Atty.Gen. 30 (2001)
79 Ops.Cal.Atty.Gen. 69 (1996)
78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2009

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010

WEB SITES

CSBA: <http://www.csba.org>

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

California Attorney General's Office: <http://www.ag.ca.gov>

Institute for Local Government: <http://www.ca-ilg.org>

League of California Cities: <http://www.cacities.org>

Bylaw LOS BANOS UNIFIED SCHOOL DISTRICT
adopted: March 8, 2012 Los Banos, California

Board Reference Material

SUBJECT TITLE: **Interfund Cash Transfers**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the attached resolution #41-19 for 2019-20.

BACKGROUND INFORMATION:

Education Code 42603 states that the governing board of any school district may direct that monies held in any fund or account be temporarily transferred to another fund or account of the district, for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts, and shall not be available for appropriation, or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of monies held in any fund or account during a current fiscal year may be transferred.

This resolution provides standby authority to borrow from ourselves in case it is necessary to cover short term cash needs.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

If a short-term cash need arose, the borrowing alternatives, in order, would be:

1. Temporary Interfund Cash Transfers
2. Borrow from the credit markets utilizing a Tax Receipt Anticipation Note (TRAN)
3. Request a loan from Merced COE
4. Request a loan from Merced County Treasurer
5. Request a loan from State of California

These resolutions enable the District to utilize alternative one. At this time, we believe no further alternatives are needed.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Exercising this mechanism would temporarily reduce the cash balance in the fund from which the funds were borrowed.

ORIGINATOR: Alejandra Garibay, Director of Fiscal Services

Date: November 14, 2019

**RESOLUTION OF THE GOVERNING BOARD OF
LOS BANOS UNIFIED SCHOOL DISTRICT**

RESOLUTION NUMBER #41-19

In the Matter of Authorizing the Transfer of funds between 01-99 for fiscal year of 2019-20

WHEREAS, the Los Banos Unified School District administers various funds; and,

WHEREAS, the District completes interfund transfers, as needed throughout the school year.

THEREFORE, BE IT RESOLVED that the Governing Board of the Los Banos Unified School District authorizes District Administration to transfer funds between funds.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of _____, seconded by _____, at a regular meeting of the Governing Board on the 14th of November by the following vote:

Ayes: _____
Noes: _____
Abstentions: _____
Absent: _____

Secretary to the Board

Date

Board Reference Material

SUBJECT TITLE: Purchase of School Buses

REQUESTED ACTION: Adopt Resolution

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt Resolution #42-19 authorizing acquisition of two school buses: 84 passenger school buses and 32+1/18+4 var passenger bus by utilizing the piggyback contract from Hemet Unified School District bid number 061719.

BACKGROUND INFORMATION:

The District needs to replace its oldest school buses due to their age. Pricing was sought from BusWest for Thomas school buses because these are the type currently in use by the District, and are the buses the District has tools for. The District is able to purchase buses from BusWest through a piggyback contract.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

N/A

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

The cost for the buses is \$338,881.94 and will be paid from the General Fund 2019-20.

ORIGINATOR: Alejandra Garibay, Director of Fiscal Services
Date: November 14, 2019

BUSWEST

Bid Form

October 1, 2019

Honorable Board of Trustees
 Los Banos Unified School District
 1717 S 11th St
 Los Banos, CA 93635

BusWest respectfully submits for your consideration our bid to supply 1 complete 32+1/18+4 var passenger school bus as follows:

Chassis Make: Thomas	Model: B2 106	Model Year: 2020
Wheelbase: 199"	Engine: Cummins ISB	Horsepower: 240
Body Make: Thomas	Model: Saf-T-Liner C2	Capacity: 32+1/18+4 var
Transmission: Allison 2500 PTS		

Hemet Unified School District Piggyback - Saf-T-Liner C2 Bid Price \$ 130,305.00

Option #	Option Description	Option Price
43.	Exhaust Brake	400.00
44.	270 amp Alternator	1,150.00
47.	112DB Alarm	100.00
60.	Cruise Control	100.00
63.	240 HP Engine	10,000.00
66.	199" WB	2,000.00
71.	Back Up Camera	1,200.00
80.	LED Stop Arm	1,000.00
87.	Air Disc Brakes	1,500.00
92.	Remove (2) Track Mountings	600.00
93.	(4) ICS Seats	1,600.00
95.	Cup Holders	100.00
101.	108k BTU Freeblow A/C System	10,000.00
103.	Add Roof Hatch	800.00
105.	Remove (2) W/C Stations	(2,000.00)
116.	Digital Camera System	5,000.00
	Sub Total	163,855.00

Los Banos Unified School District Discount (29,783.00)

Sales Price:	\$ 134,072.00
Doc Fee:	\$ 75.00
Total Sales Price:	\$ 134,147.00
Tax Exempt:	\$ 18,739.00
Taxable:	\$ 115,403.00
Sales Tax:	\$ 10,097.76
Tire Tax:	\$ 10.50
Total:	\$ 144,250.26

BUSWEST

Bid Form

October 1, 2019

Honorable Board of Trustees
 Los Banos Unified School District
 1717 S 11th St
 Los Banos, CA 93635

BusWest respectfully submits for your consideration our bid to supply 1 complete 84 passenger school bus as follows:

Chassis Make: Thomas	Model: CHSY	Model Year: 2020
Wheelbase: 277"	Engine: Cummins L9N	Horsepower: 300
Body Make: Thomas	Model: Saf-T-Liner HDX	Capacity: 84
Transmission: Allison 3000 PTS		

Hemet Unified School District Piggyback - Saf-T-Liner HDX Bid Price \$ 184,588.00

Option #	Option Description	Option Price
138.	300 HP Engine	(24,000.00)
145.	125" Luggage Compt	4,200.00
146.	Air Disc Brakes	3,000.00
151.	Solenoid Dash Drains	1,000.00
160.	Exhaust Brake	500.00
161.	Strobe Light	500.00
162.	Fog Light	700.00
169.	270 amp alt	1,700.00
172.	Add 39" seat	1,000.00
184.	100 gallon fuel tank	1,500.00
198.	112DB Alarm	100.00
199.	Cruise Control	500.00
201.	Digital Camera System	5,000.00
210.	120k Roof Top A/C System	21,000.00
212.	Transit Compressor	10,000.00
213.	Side Emergency Door	600.00
215.	Rear Air Ride 2 Bag Suspension	8,000.00
228.	Additional Heater	\$ 300.00

Sub Total 220,188.00

Los Banos Unified School District Discount (41,296.00)

Sales Price:	\$ 178,892.00
Doc Fee:	\$ 70.00
Total Sales Price:	\$ 178,962.00
Tax Exempt:	\$ -
Taxable:	\$ 178,962.00
Sales Tax:	\$ 15,659.18
Tire Tax:	\$ 10.50
Total:	\$ 194,631.68

**Los Banos Unified School District
1717 S. Eleventh Street
Los Banos, California 93635**

Resolution #42-19

Authorizing the Acquisition of School Buses

WHEREAS, the Governing Board of the Los Banos Unified School District has determined that a need exists for the acquisition of school buses to replace older buses necessary for the operation of home-to-school transportation; and

WHEREAS, the governing board of a school district may under section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorized by contract, lease, requisition or purchase order, any public corporation or agency to lease data processing equipment, purchase materials, supplies, equipment, vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize the acquisition of these items under the Piggyback Contract for the purchase of school buses procured by the Hemet Unified School District awarded to Buswest on July 16, 2019.

NOW, THEREFORE, the Board hereby finds, determines, declares, and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the acquisition of school buses under the Piggyback Contract pursuant to the Public Contracts section 20118 to be in the best interest of the District.

Section 3. The Superintendent or Superintendent designee is hereby authorized and directed to do any all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effort to and comply with the terms and intent of this Resolution.

Section 4. This Resolution shall be effective as of the date of its adoption.

APPROVED, passed and adopted by the Governing Board of the Los Banos Unified School District, Merced County, State of California, this 14th day of November 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

President, Board of Education
Los Banos Unified School District

Secretary, Board of Education
Los Banos Unified School District



Christl Barrett, Ph.D.
Superintendent

Darrin Watters
Deputy Superintendent
Tracy Chambers
Assistant Superintendent
Derek Jindra, Ed.D.
Assistant Superintendent
Karen Valdes, Ed.D.
Assistant Superintendent

**Professional Development
Service Center**

1791 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-5115

**Professional Development
Academy**

2085 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-6421

www.hemetusd.org

Governing Board

Stacey Bailey
Rob Davis
Megan Haley
Gene Hikel
Vic Scavarda
Patrick Searl
Ross Valenzuela

July 22, 2019

BUSWEST
21107 S. Chico Street
Carson, CA 90745
Attn: James Bernacchi

Subject: Award of Bid# 061719

Mr. Bernacchi:

At the Hemet Unified School District Governing Board meeting of July 16, 2019, the Governing Board approved the recommendation to award Hemet Unified School District bid number 061719 for new school buses to BusWest.

The award was for new buses based on pricing for specific buses as enumerated in the bid documents, and to be purchased on an as needed basis. All terms and conditions of this bid will remain in force during the period that this bid is active. The current award expires on June 30, 2020, and re-approval will be at the end of each fiscal year for a term up to six additional years beginning in 2019/20.

If you have any questions, you may contact me via email at amcguire@hemetusd.org

Sincerely,

Andy McGuire

Director of Purchasing & Contracts

**Regular Meeting of the Governing Board of the Hemet Unified School District
Hemet USD**

July 16, 2019 6:30PM

**Professional Development Service Center Board Room, 1791 W. Acacia Ave.,
Hemet, CA 92545 -- Closed Session 4:30 p.m. -- -- Open Session 6:30 p.m. --**

A. Call to Order

Minutes:

Mrs. Haley called the meeting to order at 4:30 p.m.

B. Roll Call/Establishment of Quorum

Minutes:

A quorum was established.

Staff Present:

Dr. Christi Barrett, Superintendent
Darrin Watters, Deputy Superintendent
Tracy Chambers, Assistant Superintendent
Dr. Karen Valdes, Assistant Superintendent
Dr. Derek Jindra, Assistant Superintendent
Christina Dunaway, Executive Assistant

C. Hearing Session - Opportunity to Address the Board

Quick Summary / Abstract:

This is an opportunity for citizens to make suggestions, identify concerns, request information, or offer objective criticism about matters affecting the school district. The President invites anyone wishing to address the Board regarding any item, to do so at this time. If you wish to address the Board regarding an item on the agenda, you may do so now, or when the item appears on the agenda - prior to a vote being taken. To address the Board, please complete a Comments Card, located in the foyer area, and give it to the Superintendent's Executive Assistant. The President will call upon you during the Hearing Session or at the time the item appears on the agenda, as indicated on your Comments Card. When called upon, please give your name and then make your statement. You will be allowed a maximum of three minutes to address the Board. Individual speakers shall not give their time to another speaker.

Minutes:

There were no speakers.

D. Announcement of Closed Session

Minutes:

Mrs. Haley moved the meeting to Closed Session at 4:31 p.m.

E. Closed Session

E.1. To discuss negotiations with the Chief Negotiator, per Government Code 3549.1 and 54957.6

E.2. To discuss the employee items as listed, per Government Code 54957, 54957.6 and 3549.1; Public Employee Employment/Discipline/Dismissal/Release pursuant to Government Code 54957

E.3. To discuss Pupil Personnel Items as listed, per 49070 and 76232 of

Relocate a fence at Fruitvale -\$2,300

Replace a fence at Fruitvale - \$8,100

TOTAL: \$13,300

Quick Summary / Abstract:

2019-2020, Hemet Fence Corporation will perform fencing upgrades at the preschool playground areas at Fruitvale and Ramona Elementary Schools.

Financial Impact: \$13,300

Funding Source: RCOE Preschool Grant

Minutes:

Approved as recommended.

Attachments:

Hemet Fence Proposals

M.60. Approval to Purchase Playground Equipment from Miracle Recreation Equipment Company

Speaker:

Darrin Watters, Deputy Superintendent

Rationale:

Business Services requests approval to purchase playground equipment from Miracle Recreation Equipment Company based on preliminary conceptual plans for the preschool play area at Little Lake Elementary School in the amount not to exceed \$71,325 to be paid from the Riverside County Office of Education (RCOE) preschool grant.

Quick Summary / Abstract:

2019-2020, playground equipment will be purchased from Miracle Recreation Equipment Company for the preschool play area at Little Lake Elementary School.

Financial Impact: Not to Exceed \$71,325

Funding Source: RCOE Preschool Grant

Minutes:

Approved as recommended.

Attachments:

Miracle Recreation Equipment

M.61. Approval to Award Bid to BusWest for the Purchase of New School Buses

Speaker:

Darrin Watters, Deputy Superintendent

Rationale:

Business Services requests approval to accept bid number 061719 from BusWest for the purchase of new buses on an as needed basis through

June 30, 2020 according to attached pricing sheet. This bid contains a piggyback clause that may be used by other public agencies as authorized by Public Contract Code 20118 and 206352.

All Bids adhered to the District's procedure for formal sealed bids including advertisement.

Quick Summary / Abstract:

July 1, 2019 – June 30, 2020, BusWest's bid option will allow the purchase of new buses on an as-needed basis.

Financial Impact: As needed

19+1 Passenger Bus Base Price \$77,923.04

24+1 Passenger Bus Base Price \$140,795.81

81 Passenger Bus Base Price \$200,826.08

Funding Source: Transportation Budget

Minutes:

Approved as recommended.

Attachments:

BusWest Bid Form

M.62. Approval of Agreement with Buckhorn Camp Inc.

Speaker:

Darrin Watters, Deputy Superintendent

Rationale:

Business Services requests approval of the agreement with Buckhorn Camp Inc. to provide on call/as needed emergency transportation services for the term July 17, 2019 – June 30, 2021 for \$89 per hour, per driver; \$1,200 administrative fee.

Quick Summary / Abstract:

July 17, 2019 – June 30, 2021, the Transportation Department will provide on call/as needed emergency transportation services to Buckhorn Camp Inc.

Financial Impact: \$89 per hour, per driver; \$1,200 administrative fee.

Funding Source: 2019-2020, 2020-2021 Income to Fund 63

Minutes:

Approved as recommended.

Attachments:

Buckhorn Camp Emergency Agreement 2019-2021

M.63. Approval of Agreement Renewal with Idyllwild Arts Foundation

Speaker:

Darrin Watters, Deputy Superintendent

Not necessary.

R. Reconvene in Open Session/Report Out from Closed if Needed

Minutes:

Not necessary.

S. Adjournment

Actions:

Motion

Mrs. Haley adjourned the meeting at 7:32 p.m.
Passed with a motion by Stacey Bailey and a
second by Ross Valenzuela.

Vote:

Yes Stacey Bailey.
Yes Rob Davis.
Yes Megan Haley.
Yes Eugene Hikel.
Absent Vic Scavarda.
Yes Patrick Searl.
Yes Ross Valenzuela.

T. Future Meetings

T.1. Study Session of the Governing Board Tuesday, August 6, 2019, 3:00 p.m. Study Session to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545

T.2. Regular Meeting of the Governing Board Tuesday, August 6, 2019; Closed Session at 4:30 p.m.; Open Session at 6:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545

T.3. Regular Meeting of the Governing Board Tuesday, August 20, 2019; Closed Session at 4:30 p.m.; Open Session at 6:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545

Disability Information:

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's governing board, please contact the office of the District Superintendent at (951)765-5100. ---- Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

7/16/2019 4:30:00 PM (Original)

Present Stacey Bailey
Present Rob Davis
Present Megan Haley
Present Eugene Hikel
Absent Vic Scavarda
Present Patrick Searl
Absent Ross Valenzuela

7/16/2019 4:45:00 PM

Present Ross Valenzuela

**Regular Meeting of the Governing Board of the Hemet Unified School District
Hemet USD**

August 06, 2019 6:30PM

**Professional Development Service Center Board Room, 1791 W. Acacia Ave.,
Hemet, CA 92545 -- Closed Session 4:30 p.m. -- -- Open Session 6:30 p.m. --**

A. Call to Order

B. Roll Call/Establishment of Quorum

C. Hearing Session - Opportunity to Address the Board

Quick Summary / Abstract:

.....
This is an opportunity for citizens to make suggestions, identify concerns, request information, or offer objective criticism about matters affecting the school district. The President invites anyone wishing to address the Board regarding any item, to do so at this time. If you wish to address the Board regarding an item on the agenda, you may do so now, or when the item appears on the agenda - prior to a vote being taken. To address the Board, please complete a Comments Card, located in the foyer area, and give it to the Superintendent's Executive Assistant. The President will call upon you during the Hearing Session or at the time the item appears on the agenda, as indicated on your Comments Card. When called upon, please give your name and then make your statement. You will be allowed a maximum of three minutes to address the Board. Individual speakers shall not give their time to another speaker.

D. Announcement of Closed Session

E. Closed Session

E.1. To discuss negotiations with the Chief Negotiator, per Government Code 3549.1 and 54957.6

E.2. To discuss the employee items as listed, per Government Code 54957, 54957.6 and 3549.1; Public Employee Employment/Discipline/Dismissal/Release pursuant to Government Code 54957

E.3. To discuss Pupil Personnel Items as listed, per 49070 and 76232 of the Education Code; deliberations regarding the expulsion of students; reconsideration of inter- or intra-district transfer requests

E.4. To confer with the Real Property Negotiator, per Government Code 54956.8

E.5. To confer with legal counsel - anticipated/threatened litigation, per Government Code 54956.9

E.6. To discuss Certificated Personnel Assignment Order #CE 19-11 and Classified Personnel Assignment Order #CL 19-11

F. Reconvene to Open Session/Report Out from Closed if Needed

G. Pledge of Allegiance and Moment of Silence

H. Revision/Adoption/Ordering of Agenda

I. Public Relations

J. Information/Discussion/Reports

J.1. Discuss District Resolution Opposing SB 328

Speaker:

.....
Dr. Christi Barrett, Superintendent

Internship Permit issued by the California Commission on Teacher Credentialing. The Provisional Internship Permit allows the District to fill an immediate staffing need by hiring an individual who has not met the subject matter competence requirement needed to enter an internship program. This document will be valid for one year and may not be renewed. The following employee has met the requirements of Title 5 Section 80021.1 and will be employed on the basis of a Provisional Internship Permit for the 2019-2020 school year:

Beard, Chatele
Hemet High School

Special Education Teacher

Parker-Drumwright, Victoria
Harmony Elementary School

Special Education Teacher

Quick Summary / Abstract:

Approval to hire the staff listed on the basis of a Provisional Internship Permit for the 2019-2020 school year.

M. Consent Items

M.1. Approval of Minutes - July 16, 2019

Attachments:

07.16.19 Unapproved Minutes

M.2. Approval of Harmony Elementary School Fifth Grade AstroCamp Field Trip

Speaker:

Tracy Chambers, Assistant Superintendent

Rationale:

Harmony Elementary School requests of approval for their fifth grade class to participate in the AstroCamp in Idyllwild, CA on October 30, 2019 – November 1, 2019. AstroCamp will provide services including lodging, food, nature studies and outdoor activities for approximately 135 students and 18 adult chaperones. No student is denied the opportunity to participate. All staff members and chaperones are current with fingerprints and record checks. The cost per student is \$242 and \$242 per adult. The field trip will be funded through various fundraisers, donations, site budget and LCFF LCAP 1A-6.

Quick Summary / Abstract:

October 30, 2019 – November 1, 2019, Harmony Elementary School fifth grade class will participate in an overnight outdoor education field trip at AstroCamp in Idyllwild, CA.

Financial Impact: \$242 per student (135) and \$242 per adult (18)

Funding Source: Site and LCFF LCAP 1A-6

Attachments:

Harmony - Astro Camp

Assignment Order will become part of the minutes.

Quick Summary / Abstract:

Approval of Certificated Personnel Assignment Order No. CE 19-11.

Attachments:

08.06.19 CE PAO

M.23. Approval of Classified Personnel Assignment Order No. CL 19-11

Speaker:

Dr. Derek Jindra, Assistant Superintendent

Rationale:

The Governing Board will review Classified Personnel Assignment Order No. CL 19-11 and any addenda or modifications and take action in Open Session to approve/disapprove any items. The Classified Personnel Assignment Order will become part of the minutes.

Quick Summary / Abstract:

Approval of Classified Personnel Assignment Order No. CL 19-11.

Attachments:

08.06.19 CL PAO

N. Information/Discussion/Reports

O. Items from the Governing Board

P. Items from the Superintendent

Q. Closed Session (if necessary)

R. Reconvene in Open Session/Report Out from Closed if Needed

S. Adjournment

T. Future Meetings

T.1. Regular Meeting of the Governing Board Tuesday, August 20, 2019; Closed Session at 4:30 p.m.; Open Session at 6:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545

T.2. Regular Meeting of the Governing Board Tuesday, September 3, 2019; Closed Session at 4:30 p.m.; Open Session at 6:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545

Disability Information:

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's governing board, please contact the office of the District Superintendent at (951)765-5100. ---- Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

Published: August 2, 2019, 2:28 PM

Advertising Order Confirmation

The Press Enterprise

06/12/19 4:43:36PM
Page 1

Ad Order Number
0011282252
Sales Representative
Nick Eller
Order Taker
Nick Eller
Order Source
Select Source
Current Queue
Ready
Tear Sheets
0
Ad Number
0011282252-01
External Ad Number

Customer
HEMET USD PURCHASING DEPT.
Customer Account
5209299
Customer Address
1791 W ACACIA AVE
HEMET, CA 92545
Customer Phone
951-765-5100
Invoice Text
Bus Bid Ad 2019
Blind Box

Ad Size
3 X 37 LI
Color
Pick Up

HEMET UNIFIED SCHOOL DISTRICT
1791 West Acacia Ave.
Hemet, Ca. 92545
NOTICE TO VENDORS CALLING FOR BIDS
SCHOOL BUSES
BID #: 181719

NOTICE IS HEREBY GIVEN that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", will receive bids for the purchase of school buses on or as needed basis. Bids shall be received at:
 Purchasing Department
 Hemet Unified School District
 1791 W. Acacia Ave.
 Hemet, Ca. 92545

A ten percent (10%) bid bond will be required for this bid. Each bid must conform and be responsive to the Contract Documents, which are on file for examination at <https://goos.wednet.edu>. The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process.

BY ORDER OF THE GOVERNING BOARD
 Andy McGuire
 Director of Purchasing
 Hemet Unified School District
 6/17, 6/24

Customer
HEMET USD PURCHASING DEPT.
Customer Account
5209299
Customer Address
1791 W ACACIA AVE
HEMET, CA 92545
Customer Phone
951-765-5100

Customer
HEMET USD PURCHASING DEPT.
Customer Account
5209299
Customer Address
1791 W ACACIA AVE
HEMET, CA 92545
Customer Phone
951-765-5100

Production Color
Ad Type
Legal Liner

Production Method
AdBooker
Production Notes

Production Color
Ad Type
Legal Liner

Production Method
AdBooker
Production Notes

Customer
HEMET USD PURCHASING DEPT.
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HEMET USD PURCHASING DEPT.
Customer Account
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1791 W ACACIA AVE
HEMET, CA 92545
Customer Phone
951-765-5100

Production Color
Ad Type
Legal Liner

Production Method
AdBooker
Production Notes

Production Color
Ad Type
Legal Liner

Production Method
AdBooker
Production Notes

Payment Amount
0.00
Amount Due
\$388.80

Net Amount
388.80
Tax Amount
0.00
Total Amount
388.80

Order Charges:

Product	Requested Placement	Requested Position	Run Dates	# Inserts
PE Riverside-Full Run	Legals CLS	General - 1076~	06/17/19, 06/24/19	2

Advertising Order Confirmation

The Press Enterprise

06/12/19 4:43:36PM
Page 2

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.

Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

Please note: If you pay by bank card, your card statement will show the merchant as "SoCal Newspaper Group".



July 03, 2019

Purchasing Department
Hemet Unified School District
1791 W. Acacia Ave
Hemet, CA 92545

Subject: School Buses Bid# 061719

To whom it may concern:

It is with great pleasure that BUSWEST submits this formal bid to Hemet Unified School District.

You will find our Proposal (bid) complete in its entirety, and in compliance with your bid instructions.

We look forward to working with Hemet Unified School District and appreciate the opportunity to compete for your business.

Sincerely,

James P. Bernacchi
President

Toll Free Sales (800) 458-9199 www.buswest.com

BUSWEST CARSON
21107 South Chico Street, Carson, CA 90745
Main: (310) 984-3900 Fax: (310) 984-3992

BUSWEST SACRAMENTO
210 N. East Street, Woodland, CA 95776
Main: (424) 210-3020 Fax: (530) 406-1249

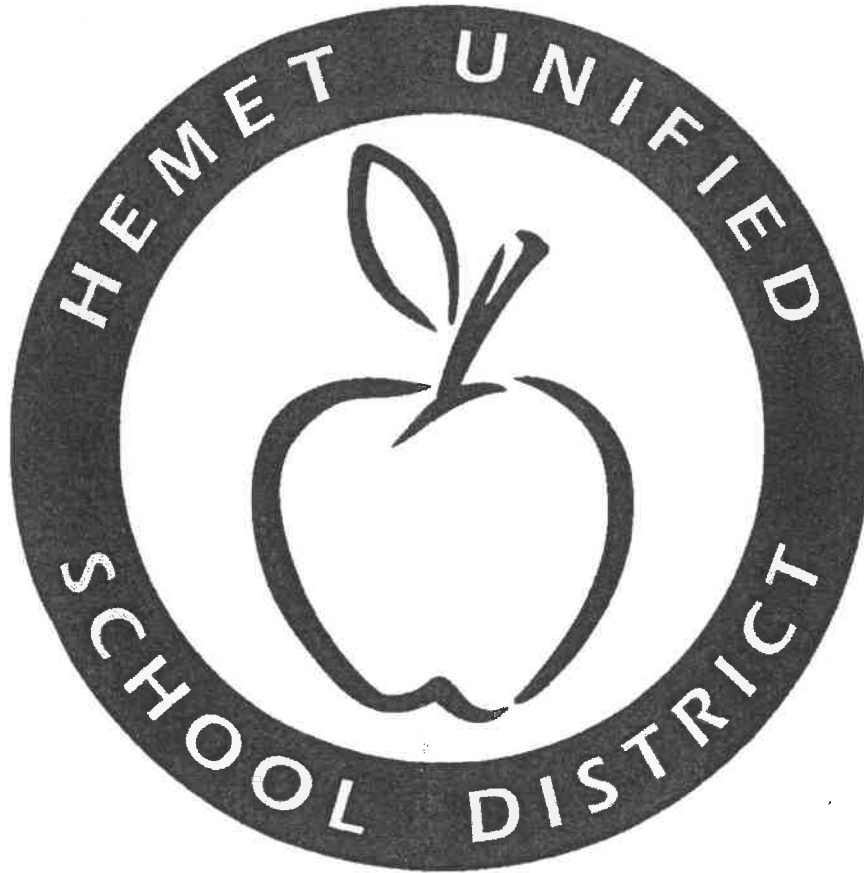
BUSWEST FONTANA
10150 Cherry Ave, Fontana, CA 92335
Main: (909) 770-5170 Fax: (909) 770-5139

BUSWEST FRESNO
4337 N. Goldenstate Blvd, #101 Fresno, CA 93722
Main: (310) 984-3927 Fax: (559) 277-0126

BUSWEST HAWAII
110 Hanua Street, Suite 100 Kapolei, HI 96707
Main: (808) 555-1212

BUSWEST LAS VEGAS
3701 Freightliner Drive, N. Las Vegas NV 89081
Main: (800) 458-9199

**HEMET UNIFIED SCHOOL DISTRICT
SCHOOL BUSES
BID# 061719**



**HEMET UNIFIED SCHOOL DISTRICT
1791 WEST ACACIA AVE.
HEMET, CA. 92545**

BID DUE DATE

JULY 8, 2019 AT 10:00:00 A.M.

Submit Bid To:
Andy McGuire
Director of Purchasing
Hemet Unified School District
1791 W. Acacia Ave.
Hemet, Ca. 92543

REQUEST FOR BID
(THIS IS NOT AN ORDER)

PROJECT: DISTRICT SCHOOL BUSES

BID: 061709

DUE: MONDAY, JULY 8, 2019

TIME: 10:00.00 A.M.

The Governing Board of the Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545, will receive sealed bids on or before Monday, July 8, 2019 at 10:00:00 A.M. per the following specifications. Before submitting a bid, the Bidder should read the Specifications and Form Agreement. Bidder is required to fully acquaint themselves with the conditions under which the work should have to be done.

Bids to be considered must be:

Returned in a sealed envelope, clearly marked with Vendor Name, Address, Date and Time Due, and Bid Number. Addressed to the Director of Purchasing, Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545. Filed in the office of the Purchasing Department on or before the date and time designated.

The District reserves the right to reject any and all bids, and to waive any informalities or irregularities in the bid or bid process.

Congestion Mitigation Air Quality (CMAQ)

This bid meets all of the requirements for use of Congestion Mitigation Air Quality (CMAQ) funds. CMAQ requires funding to be used for Alternative Fuel Vehicles such as Compressed Natural Gas (CNG) vehicles. A Compressed Natural Gas vehicle is listed in the specifications section of this bid, and offered as an alternative to non-CNG fueled buses, making this bid acceptable for use with this funding.

HEMET UNIFIED SCHOOL DISTRICT

1791 West Acacia Ave.
Hemet, Ca. 92545-3637

**NOTICE TO VENDORS CALLING FOR BIDS
SCHOOL BUSES
BID #: 061719**

NOTICE IS HEREBY GIVEN that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", will receive up to, but not later than 10:00.00 A.M., on MONDAY, JULY 8, 2019 sealed bids for the award of school buses on an as needed basis.

Bids shall be received at: Purchasing Department
Hemet Unified School District
1791 W. Acacia Ave.
Hemet, Ca. 92545-3637

A ten percent (10%) bid bond will be required for this bid.

Each bid must conform and be responsive to the Contract Documents, which are on file for examination at the District Administrative Offices.

The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process.

No bidders may withdraw their bid for a period of Ninety(90) days after the date set for the opening of bids or after approval by the Hemet Unified School District Governing Board.

BY ORDER OF THE GOVERNING BOARD

Andy McGuire
Director of Purchasing
Hemet Unified School District

Publish: June 17, 2019, and June 24, 2019

INSTRUCTIONS AND CONDITIONS - BID NUMBER 061719

1. PREPARATION OF BIDS

Bids must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.

2. BID PRICES

All prices bid must be brands indicated or approved equal. If bidding alternate brands, manufacturers, equipment, sizes, colors, or other specifications, indicate the alternate on the specification forms. Bid each item separately. Prices must be stated in the unit it is specified. In case of discrepancy between the unit price and the extended price, the unit price will be considered correct.

3. BIDDERS SECURITY

Each bid must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the District, drawn in favor of the District in an amount not less than ten percent (10%) of the total bid. **Bonds must be "A" rated or better, as reflected in "Best's Key Rating Guide." All bond sureties must be admitted sureties licensed to do business in the State of California and must have a federal treasure listing in the Federal Register which equals or exceeds the bonding amount.** This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents. Such bid bond or check shall be held subject to payment to the District of the difference in money between the amount of the bidder's bid and the amount for which the District may legally contract with another party to perform the said work, together with the cost to the District of redrafting, redrawing, and publishing documents and papers necessary to obtain new bids on the said work. **For this bid, bidder's security shall be based on a value of \$100,000.00.**

4. BID FORM

Bids shall be made on the blank forms prepared and provided by the Hemet Unified School District. Bids shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the corporation makes the bid, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the Bid to execute contracts on behalf of the corporation. Bid documents can be found at <https://goo.gl/dEUDvy>.

5. DEADLINE, BID SUBMITTAL

Bidders shall submit their bids by the "Bid Submittal Deadline". The "Bid Submittal Deadline", is shown on the Notice to Vendors form. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bidders shall submit their bids on or before July 8, 2019 "Time Due". The "Time Due" is shown on the Notice to Vendors form. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bids will not be opened or revealed before the time set for receipt.

6. DISQUALIFICATION OF BIDDER

If there is reason to believe that collusion exists among the bidders, the Hemet Unified school District may refuse to consider bids from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-Bid or quoting prices to other bidders. Reasonable ground for believing that any bidder is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which a bidder is interested.

7. LATE BIDS

Late bids will not be considered and will be returned to bidders unopened. It is the bidders' responsibility to ensure that their bids have sufficient time to be received by the Purchasing Department before bid opening.

8. AWARD OF BID

Bid award will be made to the lowest responsible and responsive bidder. The low bidder will be determined by the lowest responsible bid for the Total Base Bid that complies with all the requirements and specifications prescribed in the bid/contract documents. The District reserves the right to award a contract on an individual line item basis or a contract in whole. The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

9. BID ACCEPTANCE PERIOD

Unless otherwise specified herein, prices are firm for a period of ninety- (90) days.

10. BID WITHDRAWAL

A bidder may withdraw any bid he/she has submitted at any time prior to the hour set for the closing of the bids provided the request for withdrawal is signed in a manner identical with the Bid being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing of bids.

11. BID PROTESTS

Bidders may file a bid protest with the Director of Purchasing before award of contract to any vendor. The bidder must include in their protest a detailed explanation of the protest, proof that such protest is valid, supporting documentation as to why the protest should be reviewed, and the action that the

vendor feels should be taken. Bid protests must be received no later than five (5) calendar days after the bid opening. The District will review all documentation received from the vendor filing the protest and make a decision on the validity of the protest. The District's decision shall be final.

Any bidder submitting a Bid Proposal may file a protest of the district's intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the district (email is not acceptable) before 4 p.m. of the fifth business day following bid opening.
2. The initial protest document must contain a complete statement of any and all Basis for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
3. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any bid protest not conforming to the foregoing shall be rejected by the district as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the district's Assistant Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the district's Assistant Superintendent, Business Services or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.
6. The district's Board will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid award as reflected in the written statement of the Assistant Superintendent, Business Services or his/her designee. Action by the district's Board relative to a bid award shall be final and not subject to appeal or reconsideration by the district, any employee or officer of the district or the district's Board.
7. The rendition of a written statement by the Assistant Superintendent, Business Services (or his/her designee) and action by the district's Board to adopt, modify or reject the disposition of the bid award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the district's intent to award the Contract, the district's disposition of any bid protest or the

district's decision to reject all Bids.

8. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

12. OPTIONS

There are optional items included with this bid. Vendors are required to include a price for the option and a minimum quantity, if necessary. It is mandatory that vendors must bid on the optional items listed. If your company does not provide a specific option, vendors are required to place an "No Bid" in the box next to the item or provide an alternative product that meets or exceeds the specifications requested. It is the responsibility of the vendor to prove equivalency of the product.

13. EQUAL PRODUCTS

The use of a name or part numbers of a manufacturer, or any special brand or make, in describing a product does not restrict bidders to that manufacturer or specific product. An equal of the named product will always be given due consideration. The "or equal" product must be equal or better in quality, utility and all other requirements to the manufacturers or brands the District has specified. Bidders must note the product on their bids and provide sufficient evidence proving equivalency to the District. If a make, brand or manufacturer is not stated, it is understood that the specific product has been bid on. Each bidder must prove equivalency to the District by providing specifications, testing data, strength tests, engine tests etc. of their product. A brochure or letter does not satisfy proof of equivalency.

14. EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder shall submit promptly to the District or its designee, satisfactory evidence showing the bidder's financial resources, the bidder's experience in performing the type of contract required by the District, the bidder's organization available for the performance of the contract, and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of the bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. QUESTIONS

All questions regarding specifications will be addressed to Mr. Michael Fogerty, Director of Transportation at mfogerty@hemetusd.org. All questions regarding the bid, documents, discrepancies, omissions, or interpretation shall be submitted by **email only** to Andy McGuire, Director of Purchasing at amcguire@hemetusd.org. No questions will be received after June 26, 2019.

16. ERRORS AND CORRECTIONS

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened.

17. SUBSTITUTIONS AND SAMPLES

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District. Where samples are requested they must be furnished free. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

18. SALES TAX

Do not include California State Sales or Use Taxes in unit prices. Do not include or add Federal Excise Tax as the District is exempt. The local Hemet Sales Tax is enumerated separately on bid form. Agencies adopting the piggyback option of this bid should defer to their own local tax rate.

19. FAILURE TO BID

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

20. ACCEPTANCE OF BIDS

Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within Ninety (90) days after opening of same unless otherwise stipulated.

21. PATENTS, ETC.

The vendor shall hold the Hemet Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

22. CONTRACT DOCUMENTS, EXAMINATION OF

It is the responsibility of the Bidder to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all bid forms,

Hemet USD bid number 061719

8

specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Bidder shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Bidder to examine the Contract Documents shall in no way relieve him from any obligations with respect to the bid or contract. The submission of a bid shall constitute an acknowledgment upon which the Hemet Unified School District may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve the bidder from any obligations with respect to the bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any bid document.

23 FAILURE TO FULFILL CONTRACT

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Governing Board to be to the best advantage of the Hemet Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Governing Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Governing Board, if requested.

24. BID SIGNATURES

All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

25. REJECTION OF BIDS, WAIVER OF INFORMALITIES

The Hemet Unified School District reserves the right to reject any or all bids or any part of a bid and to waive any irregularities or informalities in the bid or bidding process.

26. REGISTRATION OF VEHICLES

All school buses shall be registered California Exempt in the name of the District. The vendor shall register all school buses at no additional charge to the District prior to delivery of the buses. If the buses are delivered to the District unregistered, the District reserves the right to not accept the school buses when delivered.

27. NON-COLLUSION AFFIDAVIT

Bidders are required to submit a Non-Collusion Affidavit with their bids. Failure to submit a Non-Collusion Affidavit with your bid may result in disqualification of the bid.

28. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

29. SELL OR ASSIGN

The successful bidder shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Hemet Unified School District.

30. DELIVERY

Actual delivery of the school buses shall be coordinated with the District or contractor designated by the District but shall not exceed six (6) months unless negotiated with the bus vendor. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. Give careful attention to Delivery Dates included in the Specifications or Bid Sheets. Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There will be no additional charge for delivery of the school bus or buses to the District.

31. PAYMENT

Prompt payment for equipment may be requested after actual delivery of goods to the required destination. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

32. STANDARD COMMERCIAL USE (Products Only)

The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an "or equal" deviation.

33. HOLD HARMLESS

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

34. CASH DISCOUNTS

If a bidder offers a cash discount (term of payment) of thirty (30) days or more, it may be considered in determining the low net bid for the purpose of making award, but not guaranteed as a basis for award, and such discount will be deducted from

the final payment if the term of payment is met. Cash discounts of less than thirty (30) days will not be used in determining low net bid in making award. A discount of 10th Prox, is not considered equal to thirty (30) days.

35. PRICING - TERM OF CONTRACT

Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and vendor during that year per Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District. In the event of a general price increase or change to options offered, the bus vendor must notify the District in writing of the increases and changes. For price increases, the bus vendor must provide manufacturer documentation of such increases. The District will only approve the price increases and option changes upon award of such changes by the District's Governing Board. The initial term of this agreement will be for one (1) year, but may be extended an additional six (6) years providing approval of such extension by the District's Governing Board. All terms of the agreement will remain in force for the duration of the agreement.

36. TERMINATION

The District may terminate this contract at any time for any reason with 30 days notice to the vendor. Because the Hemet Unified School District terminates the contract, this does not preclude the vendor from meeting obligations to another school district that has entered into a contract with the vendor utilizing the piggyback clause.

37. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS

The District anticipates contract term requirements for the school buses as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

38. PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation, or agency within the State of California, Nevada, or other Government agency, in the United States of America, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the California Public Contract Code. It is the responsibility of public agencies from other states to ensure that California Public Contract Code meets their local/state procurement codes.

Acceptance or rejection of this clause **will not** affect the outcome of this bid.

Piggyback option granted X

Piggyback option not granted

39. ADMINISTRATIVE FEE

An Administrative Fee of one percent (1%) of the total contract amount will be paid to Hemet Unified School District by the bus vendor awarded a contract for the purchase of buses. The bus vendor will send monthly statements detailing the contracts received from its customers, the total amount of the contract and the fee owed the District based on the contract amount. The District will be paid upon payment to the bus vendor by their customer.

**E Q U I P M E N T
S P E C I F I C A T I O N S**

B I D P A G E

Vendors that submit a bid against the items listed on the equipment page and in the bid pages must be aware that Hemet Unified School District reserves the right to award this bid to one vendor or multiple vendors. Bidding with all or nothing clauses or limitations may preclude the vendor from receiving a contract for any item.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

BusWest
21107 S. Chico Street
Carson, CA 90745

as Principal, hereinafter called the Principal, and

Western Surety Company
333 S. Wabash Ave
Chicago, IL 60604

a corporation duly organized under the laws of the State of **South Dakota**
as Surety, hereinafter called the Surety, are held and firmly bound unto

Hemet Unified School District
1791 West Acacia Ave.
Hemet, CA 92545

as Oblige, hereinafter called the Oblige, in the sum of
Ten Percent of the Total Amount of the Bid (\$ 10%), for the payment of which sum well and truly to be
made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Bid # 061719 – School Buses – 19+1 Passenger – Gas – Type A - Mino

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the Prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of **June**, 2019

(Witness)

Angelique Lopez (Witness)

(Title) **BusWest**

(Title) **Western Surety Company**

(Title) **Adriana Valenzuela, Attorney-in-Fact**

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Roskopf, Lourdes Landa, Adriana Valenzuela, Lisa Saumur, Individually

of Anaheim, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of October, 2018.



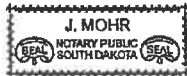
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of June, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

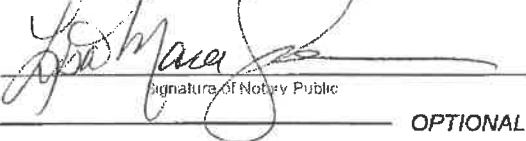
On 06/28/2019 before me, Lisa Marie Saumur, Notary Public

personally appeared Adriana Valenzuela

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Seal

OPTIONAL INFORMATION

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Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

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Hemet, CA 92545

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Ten Percent of the Total Amount of the Bid (\$ 10%), for the payment of which sum well and truly to be
made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

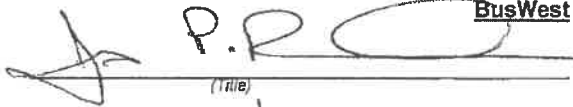
Bid # 061719 – School Buses – 25 Passenger Special Needs – Propane – Type C – C2.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the Prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
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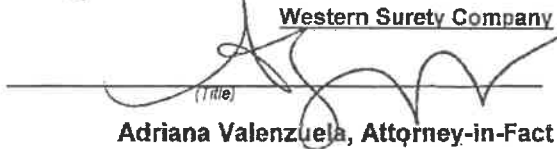
Signed and sealed this 28th day of **June**, 2019

(Witness)

Angelique Lopez (Witness)



(Title)
BusWest



(Title)
Western Surety Company
Adriana Valenzuela, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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Mark Roskopf, Lourdes Landa, Adriana Valenzuela, Lisa Saumur, Individually

of Anaheim, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of October, 2018.



WESTERN SURETY COMPANY

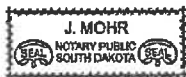
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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My commission expires
June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

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WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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State of California

County of Orange s.s.

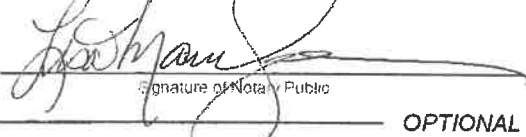
On 06/28/2019 before me, Lisa Marie Saumur, Notary Public,

personally appeared Adriana Valenzuela

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Seal

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- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer(s) Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer Signer(s) Thumbprints(s)

THE AMERICAN INSTITUTE OF ARCHITECTS

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Bid Bond

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as Obligee, hereinafter called the Obligee, in the sum of
Ten Percent of the Total Amount of the Bid (\$ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Bid # 061719 – School Buses – 81 Passenger CNG – Type D - HDX

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the Prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of **June**, 2019

(Witness)

Angeliqne Lopez (Witness)

(Title) **BusWest**

(Title) **Western Surety Company**

(Title) **Adriana Valenzuela, Attorney-in-Fact**

Western Surety Company

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WESTERN SURETY COMPANY

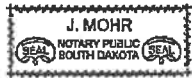
Paul T. Brufat

Paul T. Brufat, Vice President

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County of Minnehaha } ss

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J. Mohr, Notary Public

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WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

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State of California

County of Orange s.s.

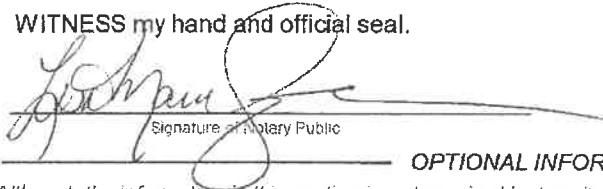
On 06/28/2019 before me, Lisa Marie Saumur, Notary Public

personally appeared Adriana Valenzuela

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Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Names of Person(s) Entity(ies) Signer is Representing

Additional Information
<p>Method of Signer Identification</p> <p>Proved to me on the basis of satisfactory evidence:</p> <p><input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)</p> <p>Notarial event is detailed in notary journal on:</p> <p style="padding-left: 40px;">Page # _____ Entry # _____</p> <p>Notary contact: _____</p> <p>Other</p> <p><input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s)</p> <p><input type="checkbox"/> _____</p>

B I D F O R M
Purchase of School Buses

Name of Bidder BusWest

BASE BID:

The undersigned, having carefully examined the information for Bidders, Contract Forms, General Conditions and Drawings, if applicable, prepared by the Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545 for purchase of School Buses, hereby submit to listed pricing for the specified equipment. Vendor guarantee's that all equipment bid is of new manufacture and covered under the vendors/manufacturers warranty:

1. 19 +1 Passenger, Type A Bus with listed capacities & options

Base Bid: \$ 72,499.00

Local Hemet Sales Tax, 8.75% \$ 5,343.54

All other fees, if applicable \$ 80.50

2. 25 Passenger, Type C Special-Needs Bus with listed capacities & options

Base Bid: \$ 130,305.00

Local Hemet Sales Tax, 8.75% \$ 10,410.31

All other fees, if applicable \$ 80.50

3. 81 Passenger, School Bus with listed capabilities & options

Base Bid: \$ 184,588.00

Local Hemet Sales Tax, 8.75% \$ 16,157.58

All other fees, if applicable \$ 80.50

BIDDER INFORMATION

VENDOR NAME: BusWest

ADDRESS: 21107 S. Chico St.

CITY: Carson, STATE CA, ZIP 90745

TELEPHONE: (310) 984-3907

FACSIMILE: (310) 984-3996

EMAIL ADDRESS: jbernacchi@buswest.com

TERMS: _____

AUTHORIZED REPRESENTATIVE:



(Signature)

James P. Bernacchi

(Printed Name)

President

(Title)

The following pages are included in the bid forms and contain pricing that will be determinative in nature. It is the responsibility of the bidder to ensure all forms are filled out.

On the following pages indicate if the buses you are bidding are compliant with each item. If your bid is compliant with an item place a, "Y" in the box next to that item. If your bid is not compliant with an item place an "N" in the box for that item.

Additionally, please respond with a price for each **Approved Optional Item**. If you do not wish to bid on any item(s) place the words, "No Bid" on that line.

**HEMET UNIFIED SCHOOL DISTRICT
NON-COLLUSION AFFIDAVIT
NON COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

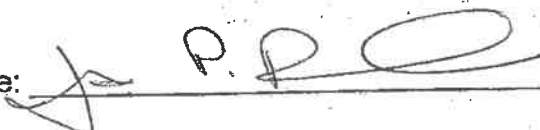
(Public Contract Code Section 7106)

Contractor: BUSWEST

State of California)
) ss.
County of Riverside)

JAMES P. BERNACCHI (name of undersigned), being first duly sworn, declares and states that: he or she is the PRESIDENT (position or title) of BUSWEST (Contractor company name), the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct under the laws of the State of California.

Signature:  Date: 7-3-19

Print Name: JAMES P. BERNACCHI

19+1 Passenger Bus

SPECIFICATIONS

19+1 passenger type A School Bus with various capacities and options

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, the Hemet Unified School District is requiring the following supplementary specifications. **Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided.** Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
<p>New school bus capable of transporting up to 19 +1 passengers various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Minotour 051 MS</p> <p>Capacity: 19+1</p>
<p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 13,200 lbs.</p> <p>Wheelbase: Up to 158"</p> <p>Maximum overall length: Up to 271"</p> <p>Maximum overall width: 96"</p> <p>Maximum overall height: 115"</p> <p>Minimum headroom: 73"</p>	<p>G.V.W.R.: 14,200</p> <p>Wheelbase: 159"</p> <p>Overall length: 18' 7"</p> <p>Overall width: 96"</p> <p>Overall height: 115"</p> <p>Headroom: 73"</p>

Specifications

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
Assist Rail	There shall be two stainless steel assist rails at the entrance door, one mounted forward and one mounted aft. Assist rails shall be securely attached.	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
Bumper-Rear	Shall be formed from 12 gauge 3/16" plate steel. The bumper shall be a minimum of 9 3/4" high.	Comply
Chassis	<p>General Motors or Ford cutaway chassis with the following specifications:</p> <ul style="list-style-type: none"> • Minimum 13,500 lb. GVWR chassis • Minimum 158" wheelbase • Four-wheel disc brakes • Spring suspension • Minimum 6.0 L V8 gas engine • Six LT225/75R16D tires • Automatic transmission • Six 16"X6" disc wheels • Exhaust exits below the rear bumper 	Comply
Color	<p>Exterior: Shall be National School Bus Yellow.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white with rounded corners.</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Construction	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Screws, rivets, or huck bolts are not acceptable.</p> <p>Roof bow frame assembly shall consist of 14 gauge hat section bows extending from the bottom of skirting on one side to the other.</p> <p>Floor shall be constructed of 14 gauge galvalume "C" channels forming an "I" beam cross member every 9". There shall be a plywood sub-floor of a nominal 5/8" thickness. Raised floor design. (flat floor)</p> <p>All components shall meet or exceed 2001/2002 60% Joint Strength Standards for the United States and Canada.</p>	Comply
Defrosters	<p>Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.</p>	Comply
Doors	<p>The service door shall be an manually operated, outward opening two-panel door. Entrance door shall be equipped with a door handle and a key-operated lock.</p> <p>The driver's door shall be supplied by the chassis manufacturer and located to the left of the driver's seat.</p> <p>Lift Door: Single lift door with opening measurements of 42"x60" mounted in side rear of the bus. The lift door shall be fitted with guardrails for strength and protection.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers.</p>	Comply
Emergency Exits	<p>All emergency exits shall conform to FMVSS 217.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located in the center rear of the bus. Door to be equipped with vandal lock with starter interlock and an audible buzzer, which will sound when latch is moved toward open position.</p> <p>Roof Hatch: A combination ventilation and emergency exit shall be provided.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Exterior Paneling	<p>Roof: The roof panel shall be one-piece aluminum (side to side) that is riveted to each flange of the body bow frame.</p> <p>The exterior side panels shall be at least 16-gauge flat aluminum double riveted to body bow frames. The side panels shall be primed on both sides before assembly.</p>	Comply
Fenderettes and Mud Flaps	<p>The rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately 3" for added protection.</p> <p>Mud flaps shall be installed behind the rear wheels.</p>	Comply
Fire Extinguisher	<p>Each bus shall be equipped with one 5-lb. dry type chemical fire extinguisher and a 2.5 lb fire extinguisher to meet California Title 13.</p>	Comply
Body Fluid Kit, Triangle Flares & Other Safety Equipment	<p>Each bus shall be equipped with a metal type 24-unit first aid kit.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS.</p> <p>Each bus shall be equipped with a body fluid clean -up kit meeting National standards.</p>	Comply
Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
Guard Rails	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt 	Comply

Item	Minimum Specifications Required	Specifications furnished
Heater & Defrosters	<p>Front heater shall be supplied by chassis manufacturer.</p> <p>Passenger compartment shall be a minimum of 32,000 BTU's.</p> <p>Shut-off valves shall be located in engine compartment. All heater hose connections shall be maintained with constant-torque clamps.</p> <p>One adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	Comply
Horns	Dual electric.	Comply
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name:</p> <p>Bus number:</p> <p>CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply
Insulation	Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.	Comply
Interior	<p>All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.</p> <p>Interior headroom shall be a minimum 73".</p>	Comply
Locks	All similar-type external locks shall be keyed alike.	Comply

Item	Minimum Specifications Required	Specifications furnished
Lamps & Signals	<p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> • Cluster: Three amber LED front, three red LED rear. Marker: Two amber LED front corners, two amber LED rear corners and two amber LED side roof. Single switch shall operate cluster and marker lights. • Stop: One red LED right rear, one red LED left rear, 7" minimum • Tail: One red LED right rear, one red LED left rear, 4" minimum • Back up Lamps: Two 4" clear lenses • Stepwell: One minimum operating with entrance door open. • Dome: Five mounted over seats for optimum. Switch to be wired to battery. • Directional Front: Two round amber LED, 7" minimum • Directional Side lights: Two amber LED lights, located over front wheel wells. Two red LED lights, located over rear wheel wells. • Directional Rear: One amber LED right and one amber LED left, 7" minimum. • Reflectors: Three on each side of bus, two on rear school bus. • Stop Arm: Electric stop sign mounted rear and meeting all FMVSS and California Title 13 specifications. • Warning Lights: Halogen 8-light warning system, four amber and four red alternately flashing warning lights shall be provided to meet latest state and Federal Motor Vehicle Safety Standards meeting all FMVSS and California Title 13 specifications. Warning lights shall be equipped with black hoods. 	Comply

Item	Minimum Specifications Required	Specifications furnished
Mirrors	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior: Rearview mirrors shall be remotely operated from the driver's compartment. Cross view mirrors shall be two quadric-spherical mirrors, one left and one right fender mounted. Mirrors shall comply with FMVSS 111.</p>	Comply
Mounting	<p>Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. 8 ply rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.</p>	Comply
Mud Flaps	<p>There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.</p>	Comply
Noise Suppression Switch	<p>Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.</p>	Comply
Radio	<p>Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.</p>	Comply
Seats and Barriers	<p>Passenger Seats: Bus shall accommodate up to 19 passengers in seats with three-point passenger restraints. All seats shall be track mounted Syntec Seating seats complying with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back, adjustable supplied by chassis manufacturer.</p> <p>Driver's seat belt: Shall be a Type II, 3-point belt as supplied by the chassis manufacturer.</p> <p>Seatbelt cutter shall be mounted in driver area.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Special needs equipment	<p>Braun lift with cover. (403 and 404 compliant). Lift wired to operate with key removed from the ignition. Controls to be mounted on door.</p> <p>Flanged "L" track recessed to accommodate one wheelchair position in front of lift.</p> <p>Include one Sure-Lok restraint systems FF612S-4C.</p> <p>Include one mesh tie down pouch.</p>	Comply
Storage Compartment	An overhead storage compartment shall be located above the windshield. Compartment door shall be hinged at the top and supported by a prop rod when open.	Comply
Stepwell	The stepwell shall include two full-depth steps.	Comply
Sun Visor	Visor to be supplied by the chassis manufacturer.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof.	Comply
Warranty	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	Comply
Windows	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
Windshield	As supplied by the chassis manufacturer.	Comply
Windshield Wipers	As supplied by the chassis manufacturer.	Comply

Approved Optional Items

Item#	Description	Price
1.	Wheelbase decrease to 138" through 139"	(1,500)
2.	Change to chassis manufacture – Ford	5,000
3.	Change to diesel powered drive train	15,000
4.	delete raised floor(flat floor)	(1,500)
5.	Change to activity bus	2,000
6.	Electric powered drive train	120,000
7.	Change to propane powered drive train	20,000
8.	Add strobe light	500
9.	Add fog lights	650
10.	Change to 14,000# plus chassis	(1,000)
11.	Add interlock system	1,600
12.	Add or remove 30" 3-point restraint seats	1,000
13.	Add or remove 39" 3-point restraint seats	1,000
14.	Add or remove 45" 3-point restraint seats	1,000
15.	Add or remove barrier	300
16.	Add track and track mountings for passenger seats (per seat)	300
17.	Add ISO latch to passenger seat	50
18.	Automatic tire chains	4,000
19.	Remove remote operated mirrors	250
20.	Add heated mirrors	200
21.	LED eight light warning system	2,000
22.	LED stop arm	1,000
23.	LED strobe stop arm	1,000
24.	Remove LED lights	(600)
25.	Remove wheelchair lift, lift door and lift accessories	(4,000)
26.	Add or remove wheelchair stations	900
27.	112 db back up alarm	60
28.	Digital color camera system	5,000
29.	Checkmate child safety system	1,200
30.	DVD player with flip down monitors	5,000
31.	Back up camera in rearview mirror	1,200
32.	40,000 BTU free blow air conditioning system with single compressor	3,500

Item#	Description	Price
33.	52,000 BTU free blow air conditioning system with single compressor	4,500
34.	Add 39" flex 3 point restraint seat each	1,000
35.	GPS/fleet management tracking system	2,000
36.	Additional passenger heater	500
37.	Spare Tire/Wheel	500
38.	Additional helper spring	700
39.	Deduct for Nevada seats	(200) per Non 3-point
40.	Cost plus 20% on any additional options	20%
41.	Dash air conditioning	Included

25 Passenger Type C Special Needs Bus

SPECIFICATIONS

25 Passenger Type C Special-Needs School Bus

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, Hemet Unified School District is requiring the following supplementary specifications.

Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided.

Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
<p>New Type C school bus capable of transporting up to 25 passengers, various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Saf-T-Liner C2 - 251TS</p> <p>Capacity: 24+1/8+5</p>
<p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 25,500 lbs.</p> <p>Wheelbase: Up to 219"</p> <p>Maximum overall length: Up to 26'</p> <p>Maximum overall width: 8'</p> <p>Curb to curb turning radius, Maximum: 22'</p> <p>Minimum headroom: 77"</p>	<p>G.V.W.R.: 31,000</p> <p>Wheelbase: 219"</p> <p>Overall length: 17' 8"</p> <p>Overall width: 96"</p> <p>Turning radius: 20' 8"</p> <p>Headroom: 78"</p>

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Chassis Specifications

Item	Minimum Specifications Required	Specifications furnished
Accelerator Controls	Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral. Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.	Comply
Air Cleaner	Shall be a two-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent.	Comply
Axle, Front	Minimum 8,000 lb. axle capacity with maintenance-free spring pins and oil seals.	Comply
Axle, Rear	Minimum 17,500 lb. axle capacity with magnetic drain plug.	Comply
Batteries	Shall be a minimum three 12-volt type group 31 maintenance-free batteries. Combined batteries shall have a minimum 2100 (CCA) Battery box to be frame mounted with heavy duty steel ball bearing slide out tray.	Comply

Item	Minimum Specifications Required	Specifications furnished
Brakes	<p>Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture.</p> <p>Type: Drum Front: 15" x 5" Rear: 16.5" x 7"</p> <p>Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 4,000 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering.</p> <p>System shall be S-cam design with automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve.</p> <p>Brake pedal to be electronically operated variable-type, allowing for adjustments by driver.</p> <p>Air dryer shall be a Bendix AD-9.</p>	Comply
Cooling System	<p>Radiator to be heavy-duty construction with serpentine fins.. Radiator shall include transmission oil cooler located in bottom tank.</p>	Comply
Design	Type C bus	Comply
Drive Line	<p>Spicer Life Series with booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps.</p>	Comply
Electrical	<p>System shall be 12-volt with negative ground. All chassis electrical shall be a full multiplex system.</p>	Comply
Engine	<p>PSI 8.8.L LPG Propane engine rated at 270 horsepower minimum @ 2500 rpm, electronically controlled V8 powered Propane engine. Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities.</p> <p>Maximum speed shall be limited to 65 mph. Must meet 2018 emissions.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Exhaust System	Single muffler with 4" tailpipe.	Comply
Fan Drive	Shall be a thermostatically controlled, hydraulically operated fan drive system with a 30" diameter, 8-blade fan.	Comply
Frame	All welded and bolted construction with grade-8 head bolts and nuts. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Dimensions shall be not less than 10-1/8" x 3" x 5/16" with a minimum 50,000 PSI yield strength.	Comply
Fuel System	Fuel tank shall have a minimum capacity of 60 equivalent gallons and shall be mounted between the frame rails. An outside fuel filler door shall be provided.	Comply
Instrument Panel	Instrument panel shall include: <ul style="list-style-type: none"> • Speedometer/7-digit odometer • Tachometer/Hourmeter • Oil pressure gauge • Water temperature gauge • Fuel gauge • Voltmeter • Dual air pressure gauges • Combination directional signal/headlight dimmer switch on steering column. • Hazard warning switch on the steering column. • Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure. 	Comply
Rust proofing	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty direct acting double-action piston type – two 2 front and two 2 rear.	Comply
Springs/ Suspension	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 8,000 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise. Rear suspension shall be air-ride with a capacity of 23,000 lbs.	Comply

Item	Minimum Specifications Required	Specifications furnished
Steering	Integral full power with a tilt and telescoping steering column and padded wheel.	Comply
Tires	Single front and dual rear 225/70R22.5 16-ply radial tubeless type tires.	Comply
Transmission	Allison 2500 PTS 5-speed automatic.	Comply
Wheels	Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable.	Comply
Wheelbase	Shall be a maximum of 160 inches. 50 degree front end wheel cut.	Comply

Body Specifications

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus.	Comply
Assist Rail	There shall be two stainless steel assist rails at the entrance door.(one forward and one aft)	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
Bumper, Front and Rear	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply

Item	Minimum Specifications Required	Specifications furnished
Color	<p>Exterior: Shall be National School Bus Yellow. This paint shall be baked-on high solids polyurethane.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p>	Comply
Construction	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded.</p> <p>Bow frames should be one piece extended from below floor line to below floor line.</p> <p>Floor shall be a flat-floor design.</p>	Comply
Defrosters	<p>Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.</p>	Comply
Doors	<p>The service door shall be an air-operated outward opening, two-panel door with bonded glass for better visibility. An emergency opening control valve shall be located above the windshield adjacent to the door.</p> <p>The entrance door shall include a manually operated vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" padding located above the door opening. Pads shall be covered with fire block-type upholstery.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be a self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Emergency Exits	<p>All emergency exits shall conform to FMVSS 217 and California Title 13.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located rear center of the bus.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door.</p> <p>Emergency doors and emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock.</p> <p>Roof Hatch: combination ventilation and emergency exit shall be provided. Hatch shall be equipped with warning buzzer.</p> <p>One inch of reflective material shall extend around the perimeter of the roof hatch.</p>	Comply
Exterior Paneling	<p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame. Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p> <p>The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly. Skirts shall extend at least 20" from the bottom of the floor.</p>	Comply
Fire Extinguisher	<p>Each bus shall be equipped with two 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. The second to be mounted in the lift area.</p>	Comply
First Aid Kit, Triangle Flares &	<p>Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Other Safety Equipment	<p>shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield.</p> <p>Each bus shall be equipped with hand held stop sign and vinyl pouch.</p>	Comply
Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
Guard Rails	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt 	Comply
Heater & Defrosters	<p>All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall wall mounted with a minimum rating of 40,000 BTU's.</p> <p>The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves shall be located in engine compartment.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Horns	Dual electric horn shall be provided.	Comply
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name: Bus number: CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply
Insulation	Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.	Comply
Interior	<p>All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.</p> <p>Interior headroom shall be a minimum 77".</p>	Comply
Locks	All similar-type external locks shall be keyed alike.	Comply
Manuals	An operator's manual shall be furnished.	Comply
Mirrors	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Rearview mirrors: Minimum 7"x16" with black brackets, heated and motorized. Cross view mirrors shall be Quad II or equivalent, heated. Mirrors shall comply with FMVSS 111.</p>	Comply
Mounting	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply

Item	Minimum Specifications Required	Specifications furnished
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.	Comply
Seats and Barriers	<p>Passenger Seats: Syntec seating seats to accommodate up to 25 passengers in seats with three-point passenger restraints and W/C positions. All seats shall comply with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.</p> <p>Driver's seat belt: Shall be a Type II, 3-point ELR design with a push button release.</p>	Comply
Special needs equipment	<p>Single lift door with opening measurements of 42"X60" mounted in the right rear of the bus. A secure-hold chain shall maintain the door in the open position. Pilot light and buzzer to indicate that the door is open. Vandal lock to secure the door.</p> <p>Braun lift with cover, (403 and 404 compliant). Lift wired to operate with key removed from the ignition. Controls to be mounted on door.</p> <p>Flanged "L" track recessed to accommodate four wheelchair positions and track mounted seats: two on the left side and two on the right side of bus.</p> <p>Include four Sure-Lok restraint systems FF612S-4C.</p> <p>Include four mesh tiedown pouches.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Stepwell	3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent). First step shall be 15" deep. Aluminized steel step riser covers shall be provided.	Comply
Sun Visor	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
Switch Panel	Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.	Comply
Tow hooks	Two hooks shall be provided at the front and rear of the vehicle.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
Warranty	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	Comply
Windows	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. The top portion of the side windows shall be capable of being lowered to a position that provides an opening at least 12" x 22". Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
Windshield	Tinted continuous curved safety plate laminated windshield. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with 5" non glare band. The windshield surface area shall be a minimum 3,000 sq inches of surface area.	Comply
Windshield Washer	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
Windshield Wipers	Bus to be equipped with two electrically operated, wet arm type wipers. Wipers are to be variable speed with intermittent function.	Comply

Approved Optional Items

Item#	Description	Price
42.	Electric motor/controller drive system	240,000
43.	Compression and exhaust brake	400
44.	Alternator – 270 amp	1,150
45.	Fire suppression system	5,400
46.	Ricon Lift	200
47.	112 db. Back up alarm	100
48.	Allison 2500 PTS	Included
49.	Allison 3000PTS	8,000
50.	Change to rear leaf-spring suspension	0
51.	Change to hydraulic brakes	0
52.	Tires – 10R22.5, Load range G, 16 ply	(600)
53.	Tires – 11R22.5, Load range G, 16 ply	(600)
54.	Wheels – Six aluminum	4,000
55.	Automatic tire chains	4,200
56.	Spare tire	1,000
57.	Spare wheel	500
58.	100 gallon fuel tank	600
59.	CNG engine	30,000
60.	Cruise control	100
61.	Gasoline Engine	(7,000)
62.	Diesel engine horsepower 190-229	9,000
63.	Diesel engine horsepower 230-249	10,000
64.	Diesel engine horsepower 250 or greater	11,000
65.	Increase wheelbase to between 159”-179”	1,200
66.	Increase wheelbase to between 180”-199”	2,000
67.	Increase wheelbase to between 200”-219”	3,000
68.	Increase wheelbase to between 220”-239”	4,000
69.	Increase wheelbase to between 240”-278”	5,000
70.	Increase wheelbase to between 279” or greater	6,000
71.	Backup camera in rear view mirror	1,200
72.	Remove adjustable steering column	0
73.	Five year chassis warranty – Increase warranty coverage on chassis related items not including drive train to five years/100,000 miles	4,000

Item#	Description	Price
74.	Remove adjustable accelerator and brake pedals	(150)
75.	Increase front axle to 10,000 lbs	600
76.	Increase front axle to 12,000 lbs	700
77.	LED stop, tail directional, marker and clearance lights	2,000
78.	LED eight-way warning lights	1,800
79.	Stop arm with strobe lights	1,000
80.	Stop arm with LED lights	1,000
81.	Remove acoustic ceiling headliner	(100)
82.	Battery cut off switch	Included
83.	Remove remote operated rearview mirrors	(500)
84.	Push – button, dash mounted shift control for Allison transmission	N/A
85.	16 gauge side sheets	500
86.	Mechanically operated driver's seat	(200)
87.	Add Disc Air Brakes	1,500
88.	Add or remove barrier	300
89.	Add or remove 45" passenger seat with three point harness	1,100
90.	Add or remove 39" passenger seat with three point harness	1,100
91.	Add or remove 30" passenger seat with three point harness	1,100
92.	Add or remove track and track mountings for passenger seats(per seat)	300
93.	Add infant child restraint seat to passenger seat (per seat)	400
94.	Add ISO latch to passenger seat (per latch)	50
95.	Add two cup holders	100
96.	Deduct for Nevada passenger seats	(200) per seat
97.	Air Conditioning – Dash mounted system	1,500
98.	Air Conditioning – 40,000 to 55,000 BTU free blow system/ducted	6,000
99.	Air Conditioning – 60,000 to 75,000 BTU free blow system/ducted	8,000
100.	Air Conditioning – 76,000 to 90,000 BTU free blow system/ducted	9,000
101.	Air Conditioning – 96,000 to 130,000 BTU free blow system/ducted	10,000
102.	Add side emergency door	1,000

Hemet USD bid number 061719

42

Item#	Description	Price
103.	Add roof hatch	800
104.	Remove wheelchair lift door, wheelchair lift, cover and fire extinguisher	(4,000)
105.	Add or remove wheelchair station	1,000
106.	Interlock system – Install CHP approved and Title 13 exempt interlock system to allow driver to vacate the driver’s compartment with the vehicle engine operating.	N/A
107.	Install 30” - 59” storage box (each)	1,000
108.	Install 60” – 99” storage box (each)	1,500
109.	Install 100” or greater storage box (each)	2,000
110.	Interior luggage racks	1,800
111.	Add transit compressor	9,000
112.	Air conditioning AC 310 Trop system or equivalent	16,000
113.	Child checkmate safety system	N/C
114.	DVD Player with flip down monitors	5,000
115.	Zonar pre trip inspection system	3,000
116.	Digital surveillance camera system	5,000
117.	Roof mounted strobe light	500
118.	Fog light	1,000
119.	Five year bumper to bumper warranty	4,500
120.	Cost plus 20% on any additional items not listed	20%
121.	GPS/Fleet management tracking system	2,000
122.	Engine Diagnostic software	3,000
123.	Diagnostic, storage, data retrieval device(lap top)	1,500
124.	Connector cables	1,000
125.	Additional passenger heater	500
126.	4 wheel drive conversion	35,000
127.	Towing extended warranty – one year	300
128.	Low level coolant warning sensor	100

81 Passenger Bus

SPECIFICATIONS

81-passenger School Bus with various capacities and options

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, Hemet Unified School District is requiring the following supplementary specifications.

Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided.

Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
<p>New school bus capable of transporting up to 81 passengers various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Saf - T-Liner HDX - 141 YS</p> <p>Capacity: 81</p>
<p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 37,600 lbs.</p> <p>base: Up to 277"</p> <p>Maximum overall length: Up to 40'</p> <p>Maximum overall width: 8'</p> <p>Maximum overall height: 11'</p> <p>Minimum headroom: 78"</p>	<p>G.V.W.R.: 37,600</p> <p>Wheelbase: 277"</p> <p>Overall length: 39' 11"</p> <p>Overall width: 8'</p> <p>Overall height: 11'</p> <p>Headroom: 78"</p>

Chassis Specifications

Item	Minimum Specifications Required	Specifications furnished
Accelerator Controls	Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral. Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.	Comply
Air Cleaner	Shall be a two-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent.	Comply
Axle, Front	Shall be heavy-duty "I" beam design. Minimum 14,600 lb. axle capacity. Hubs shall be equipped with oil lubrication seals and have a sight glass to view oil level.	Comply
Axle, Rear	Shall be a full-floating type and have a minimum gross weight capacity of 23,000 lbs. Axle shall be equipped with oil lubricated wheel bearings, replaceable oil lubrication seals, and include a magnetic drain plug.	Comply
Batteries	Shall be a minimum three 12-volt type group 31 maintenance-free batteries. A lock shall be provided for the battery box door.	Comply

Item	Minimum Specifications Required	Specifications furnished
Brakes	<p>Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture. Brake lining to be no less than 900 square inches in area.</p> <p>Type: Drum Front: 16.5" x 6" Rear: 16.5" x 8 5/8"</p> <p>Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 6,470 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering.</p> <p>System shall be S-cam design with automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve.</p> <p>Brake pedal to be electronically operated variable-type, allowing for adjustments by driver.</p> <p>Air dryer shall be a Bendix AD-9.</p>	Comply
Cooling System	<p>Radiator to be heavy-duty construction with serpentine fins.. Radiator shall include transmission oil cooler located in bottom tank. Radiator to be accessible through hinged service door.</p>	Comply
Design	<p>Type D bus with rear mounted engine.</p>	Comply
Drive Line	<p>Spicer Life Series with boot and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps.</p>	Comply
Electrical	<p>System shall be 12-volt with negative ground. Protected by a 150-amp circuit breaker mounted in rear electrical junction box. All chassis circuits shall be protected by manual-reset circuit breakers or multiplex system.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Engine	<p>280 horsepower minimum; 900 ft. lbs. torque minimum, electronically controlled in-line 6-cylinder compressed natural gas powered engine. Cummins L9N Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities. Maximum speed shall be limited to 65 mph. Must meet 2018 emissions.</p> <p>Please provide prices for Diesel engine</p>	Comply
Exhaust System	Single muffler with 4" tailpipe.	Comply
Fan Drive	Shall be a thermostatically controlled, hydraulically operated fan drive system with a 30" diameter, 8-blade fan.	Comply
Frame	<p>All welded and bolted construction with grade-8 head bolts and nuts. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Dimensions shall be not less than 10" x 3 1/2" x 1/4" with a minimum 50,000 PSI yield strength. Frame rails shall not be notched, tapered, or cutout to provide clearance for engine or stepwell installation. Engine shall be installed on bolted modular rails to provide a 10" drop section and a full – width clearance of not less than 34 inches between the rails. This allows for easy engine component accessibility and routine maintenance.</p>	Comply
Fuel System	<p>Fuel system includes four Type-3 CNG fuel cylinders measuring 15.3" diameter x 77.6" long with seamless aluminum liners and carbon fiber and epoxy composite over-wrap. All tanks shall be mounted transverse of the chassis frame rails and surrounded by a protective tubular cage assembly.</p> <p>Fuel system shall operate at 3600 PSI. Relief valves from each tank to be plumbed to a single large diameter vent pipe routed to the top right side of the bus body outside the passenger compartment.</p> <p>The fuel door shall be equipped with a starter interlock to prevent the engine from starting during fueling.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Instrument Panel	Instrument panel shall include: <ul style="list-style-type: none"> • Speedometer/7-digit odometer • Tachometer/Hourmeter • Oil pressure gauge • Water temperature gauge • Fuel gauge • Voltmeter • Dual air pressure gauges • Transmission temperature gauge • Combination directional signal/headlight dimmer switch on steering column. • Hazard warning switch on the steering column. • Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure. Engine compartment instrument panel to include: <ul style="list-style-type: none"> • On/off toggle ignition switch • Starter button with starter interlock switch • Switch for two compartment lights • Oil pressure gauge • Voltmeter 	Comply
Rust proofing	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty direct acting double-action piston type – four 4 front and two 2 rear.	Comply
Springs/ Suspension	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 14,600 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise. Rear suspension shall be vari-rate(radius leaf) with a capacity of 23,000 lbs.	Comply
Steering	Integral full power with a tilt and telescoping steering column and padded wheel.	Comply

Item	Minimum Specifications Required	Specifications furnished
Tires	Single front and dual rear 12R22.5 16-ply radial tubeless type tires.	Comply
Transmission	Allison PTS3000 5-speed automatic. The transmission shall have a capacity rating compatible with the power output of the engine furnished.	Comply
Wheels	Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable.	Comply
Wiring	<p>There shall be a minimum of three separate modular chassis wiring harnesses and two electrical junction boxes. The harnesses shall utilize sealed style connectors to provide optimal electrical connections. There shall be a harness for various other systems inside the front electrical compartment which is located on the interior of the body. There shall be a main chassis harness connecting the front and rear of the bus. A junction box located in the engine compartment will utilize a sealed connector and a vehicle electrical center for rear circuit breakers, gauges and switches to control ignition, compartment lights and rear starting. Multiple wiring harnesses aid in troubleshooting and provide access to the electrical system.</p> <p>All chassis wiring is to be color coded and numbered according to a logical and intuitive wire numbering system.</p>	Comply

Body Specifications

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
Assist Rail	<p>Back side of stepwell: There shall be a stainless steel assist rail at the entrance door, mounted near the midpoint of the stepwell and extending to near the top of the seat barrier.</p> <p>Front side of stepwell: There shall be a stainless steel assist rail at the entrance door, mounted near the midpoint of the stepwell and extending to heater/dash area.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
Bumper, Front and Rear	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply
Color	<p>Exterior: Shall be National School Bus Yellow.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white with rounded corners.</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p>	Comply
Construction	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Screws, rivets, or huck bolts are not acceptable.</p> <p>Roof bow frame assembly shall consist of 14 gauge hat section bows extending from the bottom of skirting on one side to the other.</p> <p>Floor shall be constructed of 14 gauge galvalume "C" channels forming an "I" beam crossmember every 9".</p> <p>All components shall meet or exceed 2001/2002 60% Joint Strength Standards for the United States and Canada.</p>	Comply
Defrosters	Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.	Comply

Item	Minimum Specifications Required	Specifications furnished
Doors	<p>The service door shall be an air- or electric-operated outward opening, two-panel door. An emergency opening control valve shall be located above the windshield adjacent to the door.</p> <p>The entrance door shall include a manually operated vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" padding located above the door opening. Pads shall be covered with fire block-type upholstery.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply
Emergency Exits	<p>All emergency exits shall conform to FMVSS 217 and California Title 13.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located on the left side of the bus. The door shall have a minimum of 31" x 58" clear opening.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door.</p> <p>Emergency doors and the rear pushout emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock. Rear pushout emergency window shall provide a clear opening of 55.25" x 21.75".</p> <p>Roof Hatch: Two roof hatches; combination ventilation and emergency exit shall be provided. Hatch shall not be equipped with warning buzzer.</p> <p>One inch of yellow reflective material shall extend around the perimeter of the roof hatch.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Engine Compartment	<p>The rear engine compartment shall be fully insulated with thermal and sound barrier insulation sandwiched between the interior davenport seat panels and aluminized steel engine compartment panels. This insulation shall provide protection from heat, fumes and excessive noise from entering the passenger compartment. The engine compartment shall be capable of withstanding detergents and high-pressure wash.</p> <p>The engine door shall provide access to the engine compartment and related components. The door shall incorporate an interlock in the starting circuit to prevent starting the engine from the driver's area when the door is open. The opening shall be a minimum of 84" x 31". A cylinder-type lock shall secure the engine compartment door.</p> <p>The engine compartment shall be equipped with side engine doors, one each side. The doors shall be:</p> <ul style="list-style-type: none"> • Secured by a lockable flush-mounted adjustable lever latch. • Hinged vertically for a swing-out design. Designed with hinges that have removable pins for greater access for service. 	Comply
Exterior Paneling	<p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame. Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p> <p>The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly.</p>	Comply
Fenderettes	<p>The front and rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately 3" for added protection.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Fire Extinguisher	Each bus shall be equipped with one 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that the equipment may be seen.	Comply
Body Fluid Kit, Triangle Flares & Other Safety Equipment	<p>Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield.</p> <p>Each bus shall be equipped with hand held stop sign and vinyl pouch.</p>	Comply
Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
Guard Rails	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt 	Comply

Item	Minimum Specifications Required	Specifications furnished
Heater & Defrosters	<p>All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall have a minimum rating of 50,000 BTU's.</p> <p>The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves - two shall be located behind an access door located forward of radiator and behind left side rear service access door.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	Comply
Horns	<p>Dual electric plus one air horn shall be provided. The air horn shall be mounted beneath the floor of the driver's area with the activation switch mounted on the switch panel in the driver's area.</p>	Comply
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name: Bus number: CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
Instruments Gauges & Switches	<p>The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)</p>	Comply
Insulation	<p>Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.</p> <p>A heavy-duty aluminized steel barrier shall enclose 2" blanket insulation in the engine compartment. The area under the davenport seat and the top of the shelf under the rear pushout window shall be covered with 1/2" rubberized insulation material.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Interior	All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints. Interior headroom shall be a minimum 78".	Comply
Locks	All similar-type external locks shall be keyed alike.	Comply
Lamps & Signals	<p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> • Headlights: Single sealed beam halogen (42 watt low beam/65 watt high beam) lights with daytime running lights • Cluster: Three amber LED front, three red LED rear Marker: Two amber LED front corners, two amber LED rear corners and two amber LED side roof. Single switch shall operate cluster and marker lights. • Stop: One red LED right rear, one red LED left rear, 7" minimum • Tail: One red LED right rear, one red LED left rear, 4" minimum • Back up Lamps: Two 4" clear lenses • Stepwell: One minimum operating with entrance door open. • Dome: Up to ten mounted over seats for optimum aisle clearance. Switch to be wired to battery. • Driver's Dome: Dome light mounted over driver's seat and operated with separate switch. • Directional Front: Two round amber LED, 7" minimum • Directional Side lights: Two amber LED lights, located over front wheel wells. Two red LED lights, located over rear wheel wells. • Directional Rear: One amber LED right and one amber LED left, 7" minimum. • Reflectors: Three on each side of bus, two on rear school bus. • Strobe Light Wiring: Wiring, switch and pilot light to be provide for future fixture. 	<p>Comply</p> <p>Cont'd page 57</p>

Item	Minimum Specifications Required	Specifications furnished
	<ul style="list-style-type: none"> • Stop Arm: Electric stop sign mounted rear and meeting all FMVSS and California Title 13 specifications. • Warning Lights: Halogen 8-light warning system, four amber and four red alternately flashing warning lights shall be provided to meet latest state and Federal Motor Vehicle Safety Standards meeting all FMVSS and California Title 13 specifications. Warning lights shall be equipped with black hoods. • Engine Compartment: Two lights to illuminate engine compartment. • License plate: Two lights to illuminate the license plate areas 	Comply
Luggage Compartment	Bus shall be equipped with a minimum of 69" pass-through luggage compartment. Include locks, lights, switches and shocks.	Comply
Manuals	An operator's manual shall be furnished.	Comply
Mirrors	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior mirrors "European Style" overhung mirror assembly single point mount, triple lens head, break away arm, one flat rear view 9.66" x 8.39", one convex rear view 4.88" x 8.75", and one convex cross view 8.17" x 9.35". Mirrors shall be heated and operated remotely from the driver's compartment. Mirrors shall comply with FMVSS 111.</p>	Comply
Mounting	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/CD/PA with antenna, eight premium interior speakers and microphone.	Comply

Item	Minimum Specifications Required	Specifications furnished
Seats and Barriers	<p>Passenger Seats: Bus shall accommodate up to 79 passengers in Syntec seating seats with three-point passenger restraints. All seats shall comply with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.</p> <p>Driver's seat belt: Shall be a Type II, 3-point belt with height-adjustable "D" loop for driver comfort. The belt shall be of ELR design with a push button release.</p>	<p>81 passengers</p> <p>Comply</p>
Stepwell	<p>3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent). First step shall be 15" deep. Aluminized steel step riser covers shall be provided.</p> <p>A stepwell guard to protect the underside of the steps from road hazards shall be provided.</p>	Comply
Sun Visor	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
Switch Panel	Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.	Comply
Tow hooks	Two hooks shall be provided at the front and rear of the vehicle.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
Warranty	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	Comply

Item	Minimum Specifications Required	Specifications furnished
Windows	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. The top portion of the side windows shall be capable of being lowered to a position that provides an opening at least 12" x 22". Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
Windshield	Two piece continuous curved safety plate laminated windshields. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with minimum 3850 sq inches of surface area.	Comply
Windshield Washer	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
Windshield Wipers	Bus to be equipped with two electrically operated, wet arm type, bottom-mounted wipers. Wipers are to be variable speed with intermittent function. Access to wiper motors through exterior panels.	Comply

Approved Optional Items

Item#	Description	Price
129.	Electric motor/controller drive system	240,000
130.	Outriggers	700
131.	CNG 4-tank system	Included
132.	Deduct for Nevada seats	(200) per seat
133.	Left side fill for CNG	1,500
134.	Diesel engine 200 – 229 HP	(25,000)
135.	Diesel engine 230-249 HP	(25,000)
136.	Diesel engine 250 – 269 HP	(24,000)
137.	Diesel engine 270 - 285 HP	(24,000)
138.	Diesel engine 286 -300 HP	(24,000)
139.	Decrease wheelbase to 181” through 208”	(1,200)
140.	Decrease wheelbase to 209” through 237”	(1,000)
141.	Decrease wheelbase to 238” through 266”	(500)
142.	Decrease wheelbase to 267” through 276”	N/C
143.	Remove 69”-94” through luggage compartment	(1,200)
144.	95”-124” through luggage compartment	3,000
145.	125” or greater through luggage compartment	4,200
146.	Four-wheel air disc brakes	3,000
147.	10” rear brakes (Air Ride Required)	3,500
148.	Remove 15” first entrance step	(250)
149.	Fire suppression system	5,500
150.	Non-Euro style mirrors	N/C
151.	Solenoid-operated air drains in drivers area	1,000
152.	Reduce capacity of front axle/suspension to 13,200 lbs.	(200)
153.	Change to two 8-D batteries	1,000
154.	Change to forward-controlled engine transit model	(4,000)
155.	Change to activity bus	1,000
156.	Remove Adjustable pedals	(500)
157.	High strength frame rail	1,200
158.	Remove page system	N/C
159.	Back up camera in rear view mirror	1,200
160.	Compression and exhaust brake	500
161.	Strobe light	500

Hemet USD bid number 061719

Item#	Description	Price
162.	Fog lights	700
163.	Remove acoustic-type perforated headliner	(500)
164.	16-gauge side sheets	500
165.	Five-year limited body warranty	N/C
166.	Five-year / 100,000 mile transmission warranty	N/C
167.	Allison 3000 PTS retarder transmission	7,500
168.	Hand-control for transmission retarder	300
169.	270 AMP alternator	1,700
170.	Interlock system	1,600
171.	Add or remove 30" 3-point restraint seat	1,000
172.	Add or remove 39" 3-point restraint seat	1,000
173.	Add or remove 45" 3-point restraint seat	1,000
174.	Remove 39" flex seat 3 point restraint seat	1,000
175.	Add or remove 30"-39" FMVSS restraint seat	N/A
176.	Add or remove barrier	300
177.	Add track and track mountings for passenger seats (per seat)	300
178.	Add infant child restraint seat each	500
179.	Add ISO Latch to passenger seat (per set)	100
180.	blank	
181.	Interior luggage racks (each side)	1,200
182.	Aluminum wheels (each)	800
183.	60-gallon fuel tank	700
184.	100-gallon fuel tank	1,500
185.	Automatic tire chains	5,000
186.	Mechanically operated drivers seat	(200)
187.	Remove remote operation on mirrors	(500)
188.	Remove heated mirrors	(100)
189.	Back up camera in rearview mirror	1,200
190.	LED eight light warning system	3,000
191.	LED stop arm	1,000
192.	LED strobe stop arm	1,000
193.	Remove LED lights	(1,000)
194.	Wheelchair lift door	3,000
195.	Wheelchair lift	5,000

Item#	Description	Price
196.	Wheelchair station	1,000 each
197.	Lift cover and 5 lb. fire extinguisher	500
198.	112 DB. back-up alarm	100
199.	Cruise control	500
200.	Severe-duty package	700
201.	Digital color camera system	5,000
202.	Analog color camera system	N/A
203.	Checkmate child safety system	N/C
204.	DVD Player with monitors	5,500
205.	Spare wheel	500
206.	60,000 to 75,000 BTU free-blow air-conditioning system	5,700
207.	76,000 to 90,000 BTU free-blow air-conditioning system	11,000
208.	91,000 to 110,000 BTU free-blow air-conditioning system	16,000
209.	111,000 to 130,000 BTU free-blow air-conditioning system	20,000
210.	125,000 BTU max roof top ducted air-conditioning system	21,000
211.	180,000 BTU max roof mounted ducted air-conditioning system	24,000
212.	Transit compressor for air-conditioning system	10,000
213.	Side emergency door	600
214.	Front air ride 2-bag suspension	3,500
215.	Rear air ride 2 bag suspension	8,000
216.	Front air ride 4-bag suspension	7,000
217.	Rear air ride 4-bag suspension	15,000
218.	Add or remove roof hatch	500
219.	11R22.5 tires (6)	(550)
220.	10R22.5 tires (6)	(600)
221.	Cost plus 20% on any additional items	20%
222.	Extended engine warranty Cummins – 7/150k	5,000
223.	Extended chassis warranty 5 yr/100k excluding drivetrain	5,000
224.	GPS/fleet management tracking system	2,000
225.	Engine diagnostic software	2,500
226.	Diagnostic, storage, data retrieval device	2,500

Hemet USD bid number 081719

62

Item#	Description	Price
227.	Connector cables	1,200
228.	Additional passenger heater	300
229.	Towing extended warranty- 1 year each year to 2 years	800
230.	Low level coolant warning sensor	100
231.	Extended towing warranty – 3yr	1,200
232.	Extended towing warranty – 4 yr	1,500
233.	Extended towing warranty – 5 yr	1,800
234.	Extra dome lights (set of two)	100
235.	Deduct for Nevada seats	(200) per seat
236.	6 th speed on transmission open	800
237.	Flip signs	700
238.	Flip visors	900
239.	Sanders	3,500
240.	Spare tire	1,000
241.	Exhaust brake	400
242.	250hp ISLG engine	(1,500)

Board Reference Material

SUBJECT TITLE: Loftin Stadium Removal of Asbestos, Lead and Disposal of Structures

REQUESTED ACTION: Approve

Action X Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the low bid from Yanez Construction for the Loftin Stadium Removal of Asbestos, Lead and Disposal of Structures Project and authorize the Superintendent or Designee to sign contract documents and issue the Notice to Proceed.

BACKGROUND INFORMATION:

The bid process for the Loftin Stadium Removal of Asbestos, Lead and Disposal of Structures Project is complete and the bid results are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Bowen Construction	Incomplete Bid Package
Yanez Construction	\$ 384,615.00

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:(Include Impact on School District Facilities):

Paid from the School Facilities Fund #35.

ORIGINATOR: Thomas Worthy – Director of Facilities, Operations and Transportation
Date: November 14, 2019

Board Reference Material

SUBJECT TITLE: Superintendent's Contract

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board of Trustees approve the third addendum to the employment agreement between the Los Banos Unified School District and Dr. Mark Marshall.

BACKGROUND INFORMATION:

The first addendum re-employs the Superintendent, effective July 1, 2019, for a term of four (4) years terminating on June 30, 2023.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

None

ORIGINATOR: Anthony Parreira, Board President
Date: November 14, 2019

THIRD ADDENDUM TO EMPLOYMENT AGREEMENT

This is a Third Addendum dated November 14, 2019 to the Employment Agreement dated July 1, 2017 between the Governing Board of the Los Banos Unified School District and Dr. Mark Marshall (“Superintendent.”)

The second sentence of Section 1 (Term) states as follows:

If the Superintendent’s first evaluation is satisfactory or better, the Board shall agendize for consideration a two-year extension of this Agreement. Thereafter, if the annual evaluation is satisfactory or better, the Board shall agendize for consideration a one year extension of this Agreement.

The Governing Board has evaluated Superintendent for the 2018-2019 school year and he meets the criteria to receive an extension of his term of employment. Accordingly, Section 1 shall be amended as follows:

1. **Term**

District hereby reemploys Superintendent for a term of four (4) years from July 1, 2019 to June 30, 2023, subject to the terms and conditions set forth in this Agreement.

Except as modified herein, all other terms of the original Employment Agreement and its Addenda shall remain effective for the term of the Agreement.

AGREED to on 14th day of October 2019.

Anthony Parreira, Board President

Dr. Mark Marshall, Superintendent

Board Reference Material

SUBJECT TITLE: Provisional Internship Permit

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve a Provisional Internship Permit, which will allow the following assignment for the 2019-20 school year.

BACKGROUND INFORMATION:

1. Barcellos, Alexis – Life Science Teacher, Creekside Junior High School

Current regulation governing Provisional Internship Permits require that a notice of intent to employ an applicant be made public and that a copy of that notice be submitted with the permit request. Public notice for permit requests must include the name of the candidate for whom the permit is being requested, the specific assignment including the subject(s) and grade level (s) the candidate will be teaching and the fact that the candidate will be employed based on a Provisional Internship Permit.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an activity and does not support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

None

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources

Date: November 14, 2019



VERIFICATION OF REQUIREMENTS For the Provisional Internship Permit

This form must be completed by the employing agency and submitted with each application for a Provisional Internship Permit.

Name of Applicant ALEXIS BARCELLOS

SSN _____

Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT

County/District/CDS Code 24 -65755

- Multiple Subject
- Single Subject - Specify subject(s): LIFE SCIENCE
- Education Specialist - Specify specialty area(s): _____

By submitting this form, the employing agency named above verifies that items 1-6 have been completed.

1. A diligent search has been conducted for a suitable credentialed teacher or qualified intern teacher by the following methods and verification of such recruitment efforts is attached:

Required recruitment methods (provide photocopies of **all** of the following):

- Distributed job announcements
- Contacted college or university placement centers
- Advertised on the Internet

Optional recruitment methods (in addition to the required methods above):

- Advertised in professional journals
- Attended job fairs in California
- Attended recruitment out-of-state
- Contacted California teacher recruitment centers
- Advertised in local/national newspapers
- Other (explain) LBUSD Job Fair

2. The permit holder will be provided orientation, guidance and assistance during the valid period of the permit
3. Public notice of intent to employ the applicant in the identified position has been given and meets the following criteria (check the box that applies):

- Public School District**
 Public notice was presented as an action item on the governing board agenda and acted upon favorably. A copy of the agenda item is attached.

(continued)

The agenda item included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

County Offices of Education, Nonpublic Schools, Statewide Agencies, and Charter Schools

Public notice was posted at least 72 hours before the position was filled. A copy of the dated notice is attached.

Public notice included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

Public notice included a signed statement from the superintendent or administrator confirming there were no objections to the issuance of the permit.

4. The permit holder will be provided assistance in developing a personalized plan through an agency-defined assessment that would lead to meeting subject matter competence related to the permit
5. The permit holder will be provided assistance to seek and enroll in subject matter training, such as workshops or seminars and site-based courses along with training in test-taking strategies and will assist the permit holder in meeting subject matter competence related to the permit
6. The candidate has been apprised of the steps required to earn a credential and enroll in an intern program

I certify under penalty of perjury that I need to complete NCLB core area subject matter to enroll in an intern program for the education specialist preliminary credential

Applicant Signature _____

Employing Agency Certification

This form must be signed by the District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee.

I certify under penalty of perjury that the information provided on this form is true and correct.

Signature _____

Title Human Resource Specialist

Date _____

Board Reference Material

SUBJECT TITLE: Changes to the Reclassification Article-Collective Bargaining Agreement

REQUESTED ACTION:

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the changes to the language being proposed in Article ____ , Reclassification, in the collective bargaining agreement

BACKGROUND INFORMATION:

The Board approved the current language in the California School Employee Association and its Los Banos Chapter, #92 collective bargaining agreement regarding reclassification. The reclassification process was new in terms of the procedures, forms and dates to be followed. The language was agreed upon between the association and the District with the agreement to continue to work together to refine and/or improve the reclassification process. After a year of implementation, there were changes that needed to be made and those changes are indicated in the accompanying article.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

There is not a financial cost associated with this action.

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources
Date: November 14, 2019

1 i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on
2 this during the life of the Agreement from the date this Agreement is signed, through
3 June 30, 2020.

4 Savings Clause: If during the life of the Agreement there exists any applicable law, rule,
5 regulation or order issued by governmental authority, other than the District, which shall
6 render invalid or restrain compliance with or enforcement of any provision contained within
7 this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining
8 portion(s) shall continue in full force and effect. Upon written notification by one of the Parties
9 to the other, any portion of the Agreement that is invalidated in accordance with this Article
10 shall be opened for negotiations within thirty (30) days of the invalidation.

11 Medical Transfer

12 The District may give alternate work when the same is available to an employee who has
13 become immediately unable to satisfactorily perform his/her regular job class duties. The
14 alternate work may constitute promotion, demotion, or lateral transfer to a related class.

15 Reclassification

16 a. Members of a classification may initiate a classification review when the essential
17 functions and or qualifications of a position change or if there has been an accretion of duties
18 or an identified error in a job description. A reclassification is the upgrading of a position to a
19 higher classification as a result of the gradual accretion of duties being performed by the
20 incumbent in such a position.

21 b. Request for reclassification must be received by the Human Resources Department
22 during the window period of ~~December 1 through January 10 (or the first work day following~~
23 ~~January 10th)~~ *January 15 through February 15 (or the first work day following February*
24 *15th)* in any given year.

1 c. Members must use the CSEA/District approved reclassification packet. This packet
2 can be found on the district's website. Upon completion of the packet, the member ~~must~~ *can*
3 make an appointment and meet with the Assistant Superintendent Human Resources to verify
4 that all forms are completed and to submit the completed reclassification packet.

5 d. The Assistant Superintendent Human Resources will provide a response to the member
6 no later than ~~February 1~~ *April 1st*. (If ~~February 1st~~ *April 1st* falls on a non-work day, the due
7 date will be the next work day in any given year).

8 ii. If CSEA is not satisfied with the reclassification decision, they may opt to bring the
9 reclassification to the district through the negotiation process, without the loss of a
10 reopener.

11 Whenever all or a portion of the positions in a class are reclassified upward as determined by
12 the District Superintendent or designee and approved by the Board of Trustees, any incumbent
13 in the positions being reclassified, regardless of years of service in the positions, shall be
14 reclassified with the positions. Prior to bringing a new job description to the Board of Trustees
15 for approval, the District shall confer with the CSEA for input.

16 **ARTICLE XIII. SAFETY**

17
18 The District shall conform to and comply with all health, safety and sanitation requirements
19 imposed by State or Federal law or regulations adopted under State or Federal law.

20 **ARTICLE XIV. PERSONNEL FILES**

21 Materials in personnel files of employees which may serve as a basis for affecting the status of
22 their employment are to be made available for the inspection of the person involved. .Such
23 material is not to include ratings, reports or records which (1) were obtained prior to the
24 employment of the person involved; (2) were prepared by identifiable examination committee
25 members; or (3) were obtained in connection with a promotional examination. Every employee
26 shall have the right to inspect such materials upon request, provided that the request is made at

REQUEST FOR RECLASSIFICATION – Classified Personnel Information Summary – Form A

A. EMPLOYEE INFORMATION

1. Name _____ Last four Digits of SS# _____
2. School/Department _____
3. Email Address _____ Contact Number _____
4. Name of Immediate Supervisor _____
5. Present Job Title _____
6. Hours per day worked _____ 6. Contracted Days of Service _____
7. Current Step on Salary Schedule _____
8. Beginning Date in Current Classification _____
9. Reclassification Title and/or Range Requested _____
10. Other Positions Held While Employed with LBUSD _____

Does your current Job Classification / Job Description accurately describe your position and the job you do on a daily basis? **Yes** **No**

If no, what Job Classification do you believe better describes the position, and why? (You must attach both your current job description and the proposed new job description. (Cite the source for any proposed job description if the job description came from a source outside of Los Banos Unified School District.)

Indicate how you receive the majority of your work assignments related to this request for reclassification.

- Work is assigned by supervisor who tells me how it is to be done.
- Work is assigned by supervisor, but I decide how to complete it.
- I have responsibility for certain duties, and I know when and how to do them.
- I determine what work to do and how to do that work.

B. SPECIFIC JOB DUTIES – JUSTIFICATION FOR RECLASSIFICATION REVIEW

Job Duties and Responsibilities – Describe in detail the regular duties and work that you perform. List each duty on a separate line. Begin with those duties you feel are the most important. Indicate the approximate percent of your total work time you spend on each job duty. The total should add up to 100%, which is equal to the number of hours you work.

Job Duty:	% of Time
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please use the chart below to describe the job duties listed above that fall outside of your current job description. After you have listed the duties, please indicate how often you perform each duty by using:

D=Daily W=Weekly M=Monthly Q=Quarterly A=Annually O=Occasionally

Explain in Detail

Duties Added to the Position	Frequency	Comments

*Attach Additional Pages if Needed

Are there other employees in your current classification? Yes No

Could this request for reclassification affect the other employees currently in your same classification?

_____ Yes _____ No

Do you believe the added duties will be assigned on a continuing basis? _____ Yes _____ No

If you answered "Yes" what evidence, data, etc. do you have to support your answer?

What machinery or equipment/technology do you use in performing the tasks identified in the table above?

List the SPECIFIC changes that have occurred in this job and note how the changes took place. (i.e., Supervisor request, new technology, etc.)

If scope, complexity, percent of time or frequency has changed, but duties are essentially the same, explain:

What records do you regularly maintain or prepare?

What reports do you prepare or supervise the preparation of?

Describe the most difficult and/or major decisions you make in the course of your work?

What review is made of your decisions by others?

What is the amount/type of budget for which you have direct accountability?

What new skills does your current position require that are difference from your job title?

What new duties are involved or developed by the position and how are they carried out?

Please list any new certifications, licenses and/or specialized training required for your new position/job duties?

If you supervise anyone in your position, please provide information related to who you supervise, what tasks they do that you supervise and any other information related to staff supervision.

REQUEST FOR RECLASSIFICATION – SUPERVISOR’S STATEMENT AND INPUT – FORM B

Directions: *These forms are to be submitted directly to the Human Resources Department no later than _____ . The completed packet will be reviewed by the Reclassification Panel and used as a piece of the overall evidence in determining if the reclassification is granted. The employee will not see this packet once completed by the supervisor.*

Supervisor's Name _____
Supervisor's Title _____
Employee Requesting Reclassification Review _____
Classification of Employee Requesting Reclassification Review _____

Have you carefully reviewed the employee’s completed forms? _____Yes _____No
Do the completed forms accurately reflect the current job duties of the employee? _____Yes _____No

If the completed forms do not accurately reflect the current job duties of the employee, please explain the inaccuracies and refer to the numbered item in the application that you are referring to.

Are there any additional duties that you see as a supervisor which were omitted by the applicant that need to be considered? _____Yes _____No

If there are additional duties that you see as a supervisor, please name those duties and be specific about the amount of the employee’s day the duty requires to complete.

If the employee is performing work which justifies an upward reclassification or creation of a higher level position, do you anticipate an ongoing need for that work or is that work temporary in nature? Please explain.

Have you had any prior discussions with the employee about the reclassification review? _____Yes _____No

Are there any concerns, conflicts or limitations regarding reclassification that LBUSD or the bargaining unit may need to take into consideration regarding this employee’s reclassification request?

SUPERVISOR RECOMMENDATION:

Reclass existing position

Create Entirely New Position

No Action Necessary

Compensation Out of Class Work Temporarily
as Need is not Permanent

Additional Comments (Optional, not required):

Supervisor's Name

Contact Number

Supervisor's Signature

Date

REQUEST FOR RECLASSIFICATION – ASSISTANT SUPERINTENDENT HR RESPONSE – FORM C

Employee Name _____

Current Job Family _____

Current Classification _____

Have you carefully researched the information provided in Forms A, B and C? ____Yes ____No

Based on your research of the information provided in Forms A, B and C, does there appear to be out of class work being performed by the employee? ____Yes ____No

Please provide information related to your research that leads you to believe that out of class work is being performed by the employee:

Are there any additional duties that you discovered by the applicant and/or supervisor that should be considered?

If the employee is performing work which justifies an upward reclassification or new position, do you anticipate an ongoing need for that work or is that work temporary in nature? Please explain:

If any work is identified in Forms A, B or C that is overlapping duties, please identify:

Have you discussed this information with the employee's supervisor? ____Yes ____No

Are there any concerns, conflicts or limitations regarding reclassification that LBUSD or the bargaining unit may need to take into consideration regarding the employee's reclassification request?

RECOMMENDATION OF THE ASSISTANT SUPERINTENDENT HR

- Reclass existing position Create Entirely New Position
- No Action Necessary Compensation Out of Class Work Temporarily
as Need is not Permanent

Additional Comments (Optional, not required):

Assistant Superintendent HR Name

Contact Number

Assistant Superintendent HR Signature

Date

If you checked the box, "Reclass existing position," what position should the applicant's position be reclassified to:
Job Title:

If there is an explanation for checking "no action necessary," please provide the explanation:

If you checked the box, "Create Entirely New Position," what new position do you recommend?

Assistant Superintendent Human Resources Signature.

Date

Board Reference Material

SUBJECT TITLE: **Bilingual Stipends – Classified Personnel**

REQUESTED ACTION:

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended that the Board approve the MOU between California School Employees Association (CSEA) and its Los Banos Chapter #92 and the Los Banos Unified School District establishing a bilingual stipend for eligible classified job classifications.

BACKGROUND INFORMATION:

There have been a number of meetings to discuss the growing need for bilingual personnel across the district. Often times classified staff are called away from their worksite and/or the essential functions of their own job to serve as an interpreter for others. This specialized skill is recognized and appreciated by the District, which has resulted in a tiered, bilingual stipend that was mutually agreed upon by both parties.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Oral Stipend = Annual stipend amount \$2,500.00
Written and Oral Stipend = Annual stipend amount \$1,500.00

*The total fiscal impact will be determined by the number of classified personnel in the designated, eligible classifications who receive a passing score on the District’s proficiency examination.

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources
Date: November 14, 2019

MEMORANDUM OF UNDERSTANDING
Establishing Bilingual Stipends to Facilitate Effective and Efficient
Communication between Students' Parents/Guardians and School Staff

This Memorandum of Understanding (MOU) is entered between the Los Banos Unified School District (District) and the California School Employees Association and its Los Banos Chapter #092 (CSEA). The parties agree as follows:

- 1) Effective January 1, 2020 and effective each year thereafter, the classifications in section 2) below shall be eligible to receive an annual \$1,500 Bilingual Oral Stipend ("Bilingual 1") or a \$2,500 Bilingual Written and Oral Stipend ("Bilingual 2") for translation services requested by their supervisor that take employees away from their usual job responsibilities, subject to the terms of this MOU.
 - a) Employees receiving a Bilingual 1 Stipend are expected to provide oral bilingual translation and/or communication services on a daily basis to communicate with students and parents/guardians and as requested by their supervisor, excluding IEPs.
 - b) Employees receiving a Bilingual 2 Stipend are expected to provide written and oral bilingual translation and/or communication services, including but not limited to translation services for 504s, SSTs, excludes IEPs.
- 2) Eligible classifications for the Bilingual Stipends Include:
 - a) Paraprofessional,
 - b) Office Assistant,
 - c) Office Specialist,
 - d) Attendance Secretary,
 - e) Registrars.
 - f) Administrative Secretaries – Elementary and Secondary – Bilingual 1 Only
 - g) Security – Bilingual 1 Only
 - h) LEAP staff – Bilingual 1 Only
 - i) Dispatcher – Bilingual 1 Only
- 3) Employees in Special Education are excluded from stipend eligibility.
- 4) To be eligible to receive the \$1,500 Bilingual 1 stipend, employees must receive a passing score on the oral proficiency examination utilized by the District.
- 5) To be eligible to receive the \$2,500 Bilingual 2 stipend, employees must receive a passing score on both the oral and written proficiency examination utilized by the District.

- 6) Proficiency examinations shall be provided by the District outside of an employee's work hours.
- 7) Stipend payments shall be paid out in twelve equal monthly installments, and shall be prorated for each month Bilingual Services are provided.
- 8) Employees may resign from providing Bilingual Services and shall no longer receive the Bilingual Stipends by submitting a letter of resignation to their immediate supervisor.
- 9) Employees must annually verify they are providing Bilingual Services in order to receive the Bilingual Stipends as set forth in this MOU.
- 10) Employees in these classifications shall fulfill their responsibilities as set forth in their job descriptions during the normal course of their duties whether or not they receive a Bilingual Stipend.

The parties agree that nothing set forth herein shall be deemed to set any form of precedent for any future matters.

FOR THE DISTRICT

Date

FOR CSEA



Date

11-8-19

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
October 3, 2019

Pacheco Executive
Suite Mission De
Oro Santa Nella

Mr. Parreira called the meeting to order at 9:00 A.M.

Call to Order

PRESENT: Mr. Castro, Mr. Martinez (9:40), Mr. Munoz, Mr. Parreira, Ms. Rodriguez, Ms. Smith. ABSENT: Ms. Benton.

Roll Call

The audience was led in the Pledge of Allegiance by Mr. Anthony Parreira

Pledge of
Allegiance

On motion by Member Smith, seconded by Member Munoz, Trustees approved the agenda as submitted. Ayes: Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Benton. Motion carried.

Approval of
Agenda

No one came forward to speak.

Public Forum

Trustees and Dr. Marshall held a work study session conducted by CSBA Consultant, Luan Burman Rivera, on governance practices, including unity of purpose, roles, responsibilities, norms and protocols.

Effective
Governance
Workshop

A closed session was held for Public Employee Discipline/Dismissal/Release (Government Code section 54957) (No Action) and Public Employee Performance Evaluation (Government Code section 54957) (No Action). Discussion/No Action Title: District Superintendent

Closed Session

There was no action taken in closed session.

Report of Closed
Session

The meeting was adjourned by Mr. Parreira at 5:05 P.M.

Adjournment

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
October 10, 2019

City Hall
Council Chamber

Mr. Parreira called the meeting to order at 5:31 P.M.

Call to Order

PRESENT: Ms. Benton, Mr. Castro, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Rodriguez (6:12), Ms. Smith. ABSENT: None

Roll Call

There was a study session presented by Antonio Rosales, Principal of the New Elementary school regarding District Boundaries.

Study Session

A closed session was held. Property Negotiations (Section 54956.8) Agency Negotiators: Amer Iqbal (no action); Request for waiver from Physical Education graduation requirement, San Luis High School student# 5518917(Action). Public Employee: Discipline/ Dismissal/Release/ Reassignment (Section 54957) (No Action) Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Amer Iqbal, Mark Marshall, Paula Mastrangelo and Sean Richey; Employee Organization: CSEA/LBTA (No Action). Public Employee Performance Evaluation (Government Code section 54957) Discussion/No Action Title: District Superintendent.

Closed Session

The regular meeting was called to order at 7:06.

Open of Regular Meeting

The audience was led in the Pledge of Allegiance by Pacheco High School Government Teacher, Jeff De La Cruz.

Pledge of Allegiance

There was one correction to the agenda, under Consent Calendar Item I, Board Policy Updates, BP 6146.1 High School Graduation Requirements was pulled for further updating. On a motion by Member Benton and seconded by Member Munoz the Agenda was approved as amended. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried

Approval of Agenda

A Senior student from Pacheco High School approached the podium and discussed unknowingly taking a class that did not count as a requirement for his foreign language second year, instead it was considered a duplicate of another class that he had previously taken. Board President Anthony Parreira suggested that he talk to Dr. Richey at the District office to see what steps he would need to take to rectify his situation. Elena Gutierrez Ramirez, a recruiting assistant for the Census came forward and told everyone in attendance about job opportunities with the upcoming Census. Patricia Ramos Andersen spoke about the importance of getting an accurate count during the Census and how it impacts things such as, how many seats in the House of Representatives and funding for local governments. Ila Nelson, teacher at Pacheco High School discussed the ratio of counselors to students at Pacheco High School. A second Senior student from Pacheco High School came forward and asked

Public Forum

about programs and training for someone who suffers from a mental illness. Board President Anthony Parreira suggested that she contact the School Psychologist at Pacheco High School for some guidance. Board Member Rodriguez told the student that there may be internships available through MCOE in business. Jeff De La Cruz, Government Teacher stated that he was very impressed with the students that came forth and spoke. He was also glad to hear that there were jobs available to 18 years olds for the Census so that students could get hands on experience and become more involved in local government. Board President Anthony Parreira stated that he was invited to speak to all the Pacheco High School Government Classes next Monday about public service and serving on the School Board.

Los Banos High School Student Representative to the Board, Lizbeth Espinoza, Student Report reported on the many activities at Pacheco and Los Banos High Schools.

No Report CSEA Report

Jennifer Wilkin, Co-President of LBTA said that it was an exciting month and that LBTA held a membership drive and fellowship activities. She stated that in spite of the JANUS decision, the District had the largest chapter in the area. She stated that CTA held a training regarding LGBTQ issues at the District Principals meeting held on October 2nd. She thanked Board President Anthony Parreira for attending. She talked about the many workshops and trainings for teachers that were being held. She stated that they were beginning the bargaining process with the District. LBTA Report

Dr. Marshall thanked all of the teachers and administrators for the hard work that went into bringing up the CAASPP scores. He also announced that the District was the recipient of a \$720,000 grant to help combat vaping in our High Schools. He thanked Board Member Anahi Rodriguez for connecting the District with grant writing firm California Consulting and Veli Gurgun, Principal of Los Banos High School and Daniel Sutton, Principal of Pacheco High School for the work they did in supplying the necessary information for the grant writers. He gave accolades to Nancy Velador for the successful welcome back DELAC event that had over 600 people in attendance. Dr. Marshall congratulated Los Banos High School Ag Teacher, Sonia Falaschi on winning the Merced County Chapter of California Women for Agriculture as the 2019 Bell Ringer, Miano Elementary Teacher Sergio de Alba for winning the National Social Studies Teacher of the Year Award and to Creekside teacher Christine Quevedo-Sorci for being nominated for teacher of the year at the Excellence in Education Awards recently held in Merced. He then reminded everyone about the Community Café that was going to be held on October 24th at Pacheco High School. The possible new District attendance boundaries will be discussed. Superintendent's Report:

Tom Worthy, Director of Facilities gave an update on the projects currently in process. The portable project at Volta is complete and the classrooms are in use. They are now working on getting the Water tank installed. The San Luis High Project should have the bathrooms completed by the end of the following week. They are working on getting the fire hydrant installed at the back of the campus. The Westside Union Elementary project has changed construction managers for the third time. They are still working from 4:00 p.m. to 12:00 a.m. They are bringing in extra help to Facilities Report

get the project finished and the project is moving along. Jim Womack, Project Inspector for the New Elementary School was unable to attend the meeting so Tom Worthy gave an update to the project and that things are moving along and that the project is on schedule and slated to be finished on time.

Gary Munoz thanked Mrs. King and Mrs. Lara from Lorena Falasco for inviting him to read to their students. He attended the DELAC welcome back event. He plans to attend the Hispanic Heritage Festival being held at Los Banos High on October 16th. He also attended the 2nd Annual Young Men's Conference in Livingston. He thanked Mrs. Richey for inviting him to chaperone for field trips in her class. Anahi Rodriguez attended the CSBA Governance Workshop Training that was held. She attended the DELAC/ELAC events and stated they were well attended and organized. She also read to Mrs. Kings 1st grade class. She attended the Charleston Fall Festival and said it was a great event for families. She thanked the Charleston Parent Club and Principal Lou Ruiz for putting on a great festival. She was looking forward to the MCSBA conference that she was attending with other board members on the weekend. Margaret Benton had no report. Marlene Smith stated that she also attended the CSBA Governance Workshop and was happy to get the opportunity to learn more about the newest Board Member, Luis Castro. Luis Castro had no report but wanted to thank everyone for being so accepting. Ray Martinez read the Sock Story on Dot Day at LFE. He attended the 2X3 meeting with members from the District and City and stated that it was a productive meeting. He also attended the CSBA Governance Training. He said he was working on other District projects. Anthony Parreira said ditto as he attended the same events as the other Board Members. He welcomed Mr. De La Cruz's students and was looking forward to visiting their class on Monday to talk about serving on the School Board.

Trustee Reports

Staff shared the results from the Spring 2019 administration of the Smarter Balanced Assessment Consortium (SBAC) through the California Assessment of Student Performance and Progress (CAASPP) System.

2019 CAASPP Scores

The members of the new elementary school Naming Committee were recognized. Michael Amabile, Crystal Barajas, Susan Borba, Kim Enos, Shari Hernandez and Marianne Peluso. They were thanked for their service on the Committee. Ms. Candace Sigmond, Education Coordinator of the Grassland Environmental Education Center addressed the Board about the significance of naming the school Grasslands Elementary. On a motion by Member Smith and seconded by Member Rodriguez. Trustees approved the name of Grasslands as the name of the new elementary school. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

New Elementary School Name

On a motion by Member Smith and seconded by Member Castro Trustees approved the amended District Boundary map. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

Amended District Boundary Map

On a motion by Member Smith and seconded by Member Martinez Trustees approved a Provisional Internship Permit for Shannon Felix as a Special Education Teacher, Mild/Moderate. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

PIPS

A Public Hearing was opened at 8:18 p.m. no one came forward and the Public Hearing was closed at 8:18 p.m. On a motion by Member Martinez seconded by Member Smith, Trustees adopted Resolution #39-19, Ensuring a Complete Count of the Los Banos Unified School District students, families, and Communities in Census 2020. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

Resolution #39-19
Census

On a motion by Member Rodriguez seconded by Member Munoz, Trustees adopted Resolution #40-19, authorizing the Superintendent, Assistant Superintendent of Human Resources, Assistant Superintendent of Elementary Education, Chief Academic Officer, Assistant Superintendent of Administrative Services, and the Director of Fiscal Services as authorized signatories for orders drawn on District funds. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

Resolution #40-19
Signatures on Warrant Registers

On a motion by Member Munoz seconded by Member Benton, Trustees approved the Superintendent, Assistant Superintendent of Human Resources, Assistant Superintendent of Elementary Education, Chief Academic Officer, Assistant Superintendent of Administrative Services, and the Director of Fiscal Services as authorized signatures for the District Revolving Funds, Clearing Account and Children's Welfare Fund. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

Authorized Signatures on District Bank Accounts

On a motion by Member Smith seconded by Member Munoz, Trustees declared their intent to adopt the following mandated policy updates: AR 3320 Claims and Actions Against the District; Business and Noninstructional; Operations; AR 3551 Food Service Operations/Cafeteria; Business and Noninstructional Operations; AR 4117.7-Employment Status Reports; Personnel 4317.7; BP 4218 Dismissal/Suspension/Disciplinary Action; Personnel; AR4218 Dismissal/Suspension/Disciplinary Action; Personnel; AR 5136 Gangs; Students; BP 5141.5 Suicide Prevention; Students; AR 6145.2 Athletic Competition; Instruction; BB 9220 Governing Board Elections; Board Bylaws; BB 9321 Closed Session; Board Bylaws; E 9321 Closed Session; Board Bylaws. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

Mandated Policy Changes/Updates- First Reading

On a motion by Member Benton and seconded by Member Martinez, the Consent Calendar was approved.

CONSENT CALENDAR

Trustees approved the minutes of the: Regular Meeting held on September 12 2019.

Minutes

Certificated Report: Appointments: Felix, Shannon – Special Education Teacher, Able Program - effective 9/9/19. Retired: None. Resigned: Martin, Stephanie – Preschool Teacher – effective 9/19/19. Extra Duty Appointments: Souza, Meghan – Scholarship Advisor – LBHS; Cotta, Casey – Asst. Varsity Football Coach – PHS; Guerrero, Amanda – Head JV Spirit Team Advisor – LBHS; Sanchez, Lorinda – Asst. Basketball Coach, 8th Grade Girls – CJHS; Costa, Dario Jr. – Asst. Band Director – PHS; Cotta, Aaron – Pentathlon Coach – LFE; Bellinger, Jesse – Head Volleyball Coach, 8th Grade – CJHS; Bellinger, Jesse – Head Volleyball Coach, 7th

Personnel Actions

Grade – CJHS; Reardon, Barry – Decathlon Coach – LBHS; Quevedo-Sorci, Christine – Memory Book – CJHS; Percoats, Imani – Asst. Varsity Football Coach – LBHS; Tachella, Anthony – Theatre Director – PHS; Charles Hale – Asst. FROSH Football Coach – PHS; Foreman, Jaime – Asst. FROSH Football Coach – PHS.

Classified Report: New Hires: Hernandez, Melissa – DW, Translator-Intepreter (8 Hrs), Tapia, Noemi – PS, Paraprofessional (4 Hrs), Tevis, John – LFE, Custodian (8 Hrs). Appointments: Tamber, Jatinder – RME, Paraprofessional (1.5 Hrs). Promotional: Amabile, Marisa – CE, Paraprofessional (6 Hrs). Retired: None. Termination: None. Resigned: Vargas, Michelle – LBE, Paraprofessional – Effective 9/18/2019. Leave of Absence: None.

The monthly Fiscal Report was submitted for Board information.	Monthly Fiscal Report
The annual Developer Fee report was submitted for Board information.	Developer Fees
Trustees approved payment to the Merced County School Board Association for the 2019-2020 dues.	MCSBA Dues
Trustees approved designating Chief Academic Officer, Dr. C. Sean Richey, as the District representative to the Gateway Adult Education Network (GAEN).	District Representative, GAEN
Trustees approved the third quarter Williams Complaint Summary as submitted	Williams Complaint Summary
Trustees approved the updated list of student organizations/clubs for 2019-20 at Los Banos High School, Pacheco High School, Los Banos Junior High School and Creekside Junior High School.	Annual Student Organizations & Club Review
Trustees adopted the mandated policy changes/updates: BP 1312 Complaints Concerning District Employees; Community Relations, AR 1312 Complaints Concerning District Employees; Community Relations, BP 3511 Energy and Water Management; Business and Noninstructional Operations , AR 3514 Environmental Safety; Business and Noninstructional Operations, BP 3540 Transportation; Business and Noninstructional Operations, BP 5131.2 Bullying; Students, AR 5131.2 Bullying; Students, BP 5132 Dress and Grooming; Students, AR 5132 Dress and Grooming; Students, BP 6142.1 Sexual Health and HIV/AIDS Prevention Instruction; Instruction, AR 6142.1 Sexual Health and HIV/AIDS Prevention Instruction; Instruction, BP 6142.6 Visual and Performing Arts Education; Instruction.	Mandated Policy Changes/Updates Second Reading
Trustees approved the following agreements/proposals: Passantino Andersen-Crisis Communication Plan.	Agreements/ Contracts
Trustees approved the following overnight/out-of-state travel: LBHS Girls Basketball, Dec. 27-20, 2019 Walnut Creek West Coast Jamboree; LBJH MESA Students/Advisor November 25-27, 2019 College Tour, Northern California	Out of State/Overnight Travel

Colleges; PHS Girls Golf, Oct 20-21, 2019 Divisional Playoffs, Nicolaus, CA; LBHS Senior Grad Nite, Disneyland, June 2-3, 2020; LBE Teacher – July 12-16, 2020 Teach your Heart Out, FL/Cozumel.

Trustees approved the warrants for payment.

Warrants

On motion by Member Martinez seconded by Member Benton the request for petition of early graduation for San Luis High Student #5518917 was granted. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith. Noes: 0; Absent:0. Motion carried.

Reporting of
Closed Session

There were no future agenda items or discussion.

Future Agenda/
Discussion Item

The meeting was adjourned by Mr. Parreira at 8:45 P.M.

Adjournment

SECRETARY

**LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
October 14, 2019**

District Office
Human Resources
Office

The meeting was called to order at 5:00 P.M. by Mr. Parreira.

Call to Order

PRESENT: Ms. Benton, Mr. Castro, Mr. Munoz, Mr. Parreira, Ms. Smith.
ABSENT: Mr. Martinez, Ms. Rodriguez

Roll Call

The audience was led in the Pledge of Allegiance by Anthony Parreira.

Pledge of
Allegiance

On motion by Member Smith, seconded by Member Munoz, Trustees approved the agenda as submitted. Ayes: Benton, Castro, Munoz, Parreira, Smith; Noes: 0; Absent: Martinez, Rodriguez. Motion Carried.

Approval of
Agenda

On motion by Member Smith, seconded by Member Benton, Trustees approved Change Order #01 for Bernards Brothers for work on Grasslands Elementary. Ayes: Benton, Castro, Munoz, Parreira, Smith; Noes: 0; Absent: Martinez, Rodriguez. Motion Carried.

Change Order #01
for Grasslands
Elementary

A closed session was held at 5:05 p.m. to discuss Public Employee Discipline/Dismissal; Release (Government Code section 54957) (Action) and Public Employee Performance Evaluation (Government Code section 54957) Discussion/No Action Title: District Superintendent (No Action)

Closed Session

During closed session, the Board took action to approve a settlement agreement resulting in the resignation of a permanent certificated employee in the position of Teacher by the following roll-call vote: Ayes: Benton, Castro, Munoz, Parreira, Smith; Noes: None; Absent: Martinez, Rodriguez; Abstain: None. Motion Carried.

Report of Closed
Session

The meeting was adjourned by Mr. Parreira at 5:17 p.m.

Adjournment

Secretary

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

Dr. Tammie Calzadillas, Assistant Superintendent

**REPORT OF CERTIFICATED EMPLOYMENT
FOR BOARD APPROVAL – November 14, 2019**

APPOINTMENT:

None

RETIRED

None

RESIGNED

Claudia Martinez Cisneros – effective 10/17/2019

EXTRA DUTY

APPOINTMENTS:

Olivencia, Courtney – Head FROSH Spirit Team Advisor - PHS; Mariyah Rodriguez – Athletic Trainer/Equipment Manager – PHS; Jessie Bellinger – Head Volleyball Coach – 7th Grade - LBJHS; – Jessie Bellinger Head Volleyball Coach – 8th Grade - LBJHS; Christopher Helbling IV, Choral Director – PHS; Lorinda Sanchez – Head Varsity Basketball Coach, Girls - LBHS; Carlos Rodriguez – Head FROSH Basketball Coach, Boys – PHS; Jose Castro II– Head Varsity Wrestling Coach – LBHS; Ryan Thiercof – Asst. Basketball Coach, 7th Grade Boys – CJHS; Michael Perkins – Head Varsity Soccer Coach , Boys – PHS; Michael Perkins- Head JV Soccer Coach, Boys – PHS; Erica Franco – Head Basketball Coach, JHS 8th Grade Girls – LBJHS; Shellbey Cotta - Head Basketball Coach, JHS 7th Grade Girls; Brittanie Cooksey – Head FROSH Basketball Coach, Girls – PHS; Efrain Ulloa – Activities Director – CJHS; Taya McCoy – Assistant Band Director – LBHS; Jeanne Fournier – Winter Guard, JHS – LBJHS; Jaime Foreman – Asst. Basketball Coach, 8th Grade Boys – CJHS; Shane Rogers – Asst. Basketball Coach, 7th Grade Boys – LBJHS; Marc Heguy – Head Soccer Coach, JHS Girls – CJHS; Jennifer Barcellos – Activities Director, JHS – CJHS; Earnest Willhite – Head FROSH Basketball Coach, Girls – LBHS; Ralph Apodaca – Head Basketball Coach, JHS, 7th Grade Girls – LBJHS; Demond Thomas – Head Varsity Basketball Coach, Girls – PHS; Tyrell Jenkins – Head Varsity Basketball Coach, Boys – PHS; Peter Costello – Head JV Basketball Coach – LBHS; Mike Bonillas – Head Basketball Coach, 8th Grade boys – CJHS; Michael Singh – Asst. Wrestling Coach – PHS; Brian Lockett – Head Basketball Coach, 7th Grade Boys – CJHS; Kevin Coleman – Head Varsity Basketball Coach, Boys – LBHS; Laurence Mitchell – Head JV Basketball Coach, Boys – PHS; Paul Sevier – Head Varsity Soccer Coach, Boys – LBHS; Carla Flores – Asst. Basketball Coach, JHS, 8th Grade Girls – LBJHS; Shirley Brand – Winter Guard, JHS – CJHS; Lerissa Mendoza - Head Wrestling Coach, 7th Grade – LBJHS; Lerissa Mendoza – Asst. Wrestling Coach, HS – LBHS; Kelly Todd – Head Basketball Coach, 8th Grade Girls – CJHS; Darryl Barger – Head Basketball Coach, JHS, 8th Grade Boys – LBJHS; Darryl Barger – Head Basketball Coach , JHS, 7th Grade Boys – LBJHS; Danette Brizzee – Asst. Basketball Coach, 7th Grade Girls – CJHS; Bernardo Vera Trevino – Asst. Soccer Coach, JHS Girls- CJHS; Gonzalo Rodriguez – Head JV Basketball Coach, Boys – LBHS; Cynthia Hernandez – Head Varsity Soccer Coach, Girls – LBHS; Esteban Mendoza – Asst. Wrestling Coach, HS – LBHS; Esteban Mendoza – Head Wrestling Coach, 8th Grade – LBJHS; Louis Martinez Jr – Asst. Wrestling Coach – PHS; Michael Maiorino – Asst. Wrestling Coach – PHS

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

**REPORT OF CLASSIFIED EMPLOYMENT
FOR BOARD APPROVAL – November 14, 2019**

New Hires:

Arambula, Lilyan – FS, Child Nutrition Worker (1.5 Hrs)
Calderon Abrego, Yesenia – LEAP, Paraprofessional (4.5 Hrs)
Camarillo, Francisco – CJHS, Custodian (8.0 Hrs)
Carmo Barrera, Yolanda – LEAP, Paraprofessional (4.5 Hrs)
Lerma, Rachel – LBE, Paraprofessional (4.5 Hrs)
Ruiz, Rebecca – CE, Paraprofessional (4.0 Hrs)
Wills, Terry – LEAP, Paraprofessional (4.5 Hrs)

Appointments:

Bowling, Sara – FS, Child Nutrition Worker (2.0 Hrs)

Promotional:

Retired:

Termination:

Resigned:

Leave of Absence:

Board Reference Material

SUBJECT TITLE: **Monthly Fiscal Report**

REQUESTED ACTION: None—report only

 Action_____

 Discussion/Information___X___

RECOMMENDATION:

The attached reports are provided for informational purposes only.

BACKGROUND INFORMATION:

- Board Financial Summary Report, General Fund
- Enrollment Graphs
- Developer Fee Collection Report (summary only)

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

N/A

ORIGINATOR: Alejandra Garibay, Director of Fiscal Services
Date: November 14, 2019

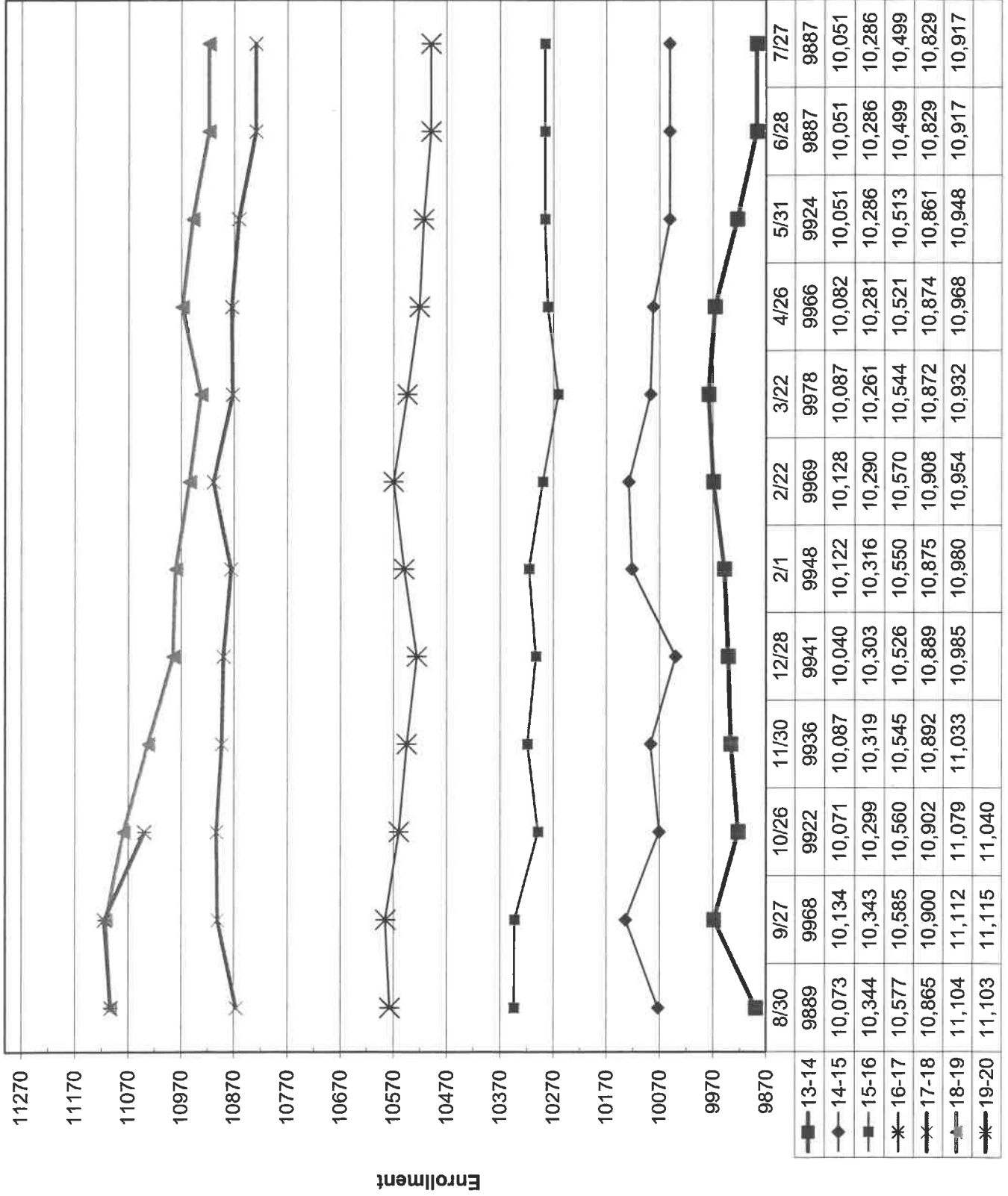
FUND: 01 GENERAL FUND/COUNTY SSP

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUE DETAIL							
REVENUE LIMIT SOURCES :		119,890,095.00	229,040.00-	119,661,055.00	21,352,604.87	98,308,450.13	17.84
FEDERAL REVENUES :		6,717,409.00	4,172,952.00	10,890,361.00	3,677,777.53	7,212,583.47	33.77
OTHER STATE REVENUES :		11,795,891.00	343,720.00	12,139,611.00	575,105.94	11,564,505.06	4.73
OTHER LOCAL REVENUES :		807,027.00	39,216.00-	767,811.00	678,900.24	88,910.76	88.42
* TOTAL YEAR TO DATE REVENUES		* 139,210,422.00 *	* 4,248,416.00 *	* 143,458,838.00 *	* 26,284,388.58 *	* 117,174,449.42 *	* 18.32
EXPENDITURE DETAIL							
CERTIFICATED SALARIES :		56,722,733.00	636,342.00-	56,086,391.00	17,746,594.87	38,339,796.13	31.64
CLASSIFIED SALARIES :		20,272,185.00	251,388.00	20,523,573.00	6,463,010.92	14,060,562.08	31.49
EMPLOYEE BENEFITS :		41,095,493.00	12,302.00-	41,083,191.00	11,154,849.76	29,928,341.24	27.15
BOOKS AND SUPPLIES :		11,422,835.00	6,027,487.00	17,450,322.00	4,142,024.69	13,308,297.31	23.73
SERVICES, OTHER OPER. EXPENSE:		9,110,978.00	810,263.00	9,921,241.00	2,931,629.83	6,989,611.17	29.54
CAPITAL OUTLAY :		1,058,000.00	26,918.00	1,084,918.00	115,729.75	969,188.25	10.66
OTHER OUTGOING :		1,730,000.00	293,642.00	2,023,642.00	673,792.67	1,349,849.33	33.29
DIRECT SUPPORT/INDIRECT COSTS:		316,197.00-	53,541.00	262,656.00-	691.95-	261,964.01-	0.26
PRIOR YEAR EXPENDITURE :		757,744.00	223,000.00	980,744.00	382,403.45	598,340.55	38.99
* TOTAL YEAR TO DATE EXPENDITURES		* 141,853,771.00 *	* 7,037,595.00 *	* 148,891,366.00 *	* 43,609,343.95 *	* 105,282,022.05 *	* 29.28
OTHER FINANCING SOURCES (USES)							
INTERFUND TRANSFERS - OUT :		80,000.00-		80,000.00-	.00	80,000.00-	0.00
CONTRIB. - RESTRICTED PROGRAMS:		.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING		* 80,000.00-*	* .00 *	* 80,000.00-*	* .00 *	* 80,000.00-*	* 0.00

OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	23,588,752.24	18,084,955.81-	5,503,796.43
9130	REVOLVING CASH ACCOUNT	25,200.00	.00	25,200.00
9135	CASH W/ FISCAL AGENT		109.11-	109.11-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	7,170,254.44	5,366,948.28-	1,803,306.16
9310	DUE FROM OTHER FUNDS	348,972.89	360,620.75-	11,647.86-
9340	OTHER CURRENT ASSETS	2,250.00	2,250.00-	.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	4,400,888.78-	2,685,453.97	1,715,434.81-
9522	STRS REF EXCESS CONTRIBUTION	1,223.96-	730.64-	1,954.60-
9523	RET 1/3701.2		198,074.67-	198,074.67-
9550	USE TAX LIABILITY	36,150.74-	11,300.83	24,849.91-
9551	REPAY		4,548.00-	4,548.00-
9554	INSURANCE		125,079.95	125,079.95
9555	125 DEP CARE & MED REIMBURSE		11,451.51-	11,451.51-
9556	MISC DISTRICT VOL-DEDS (1)		85,945.30-	85,945.30-
9557	Refunds of PERS. STRS. SS, MED	.01-	513.04-	513.05-
9563	STRS TAX DEPERRED REPAYMENT		271.16	271.16
9564	RETIREE LIABILITY	66.75	117,611.67-	117,544.92-
9567	INSURANCE MISCELLANEOUS		121,644.19-	121,644.19-
9610	DUE TO OTHER FUNDS	68,632.82-	68,632.82	.00
9650	UNEARNED (DEFERRED) REVENUE	4,139,708.87-	4,139,708.87	.00
* NET YEAR TO DATE FUND BALANCE	* *	22,488,891.14 *	17,324,955.37-*	5,163,935.77 *
* EXCESS REVENUES/(EXPENDITURES)	* *	22,488,891.14 *	17,324,955.37-*	5,163,935.77 *

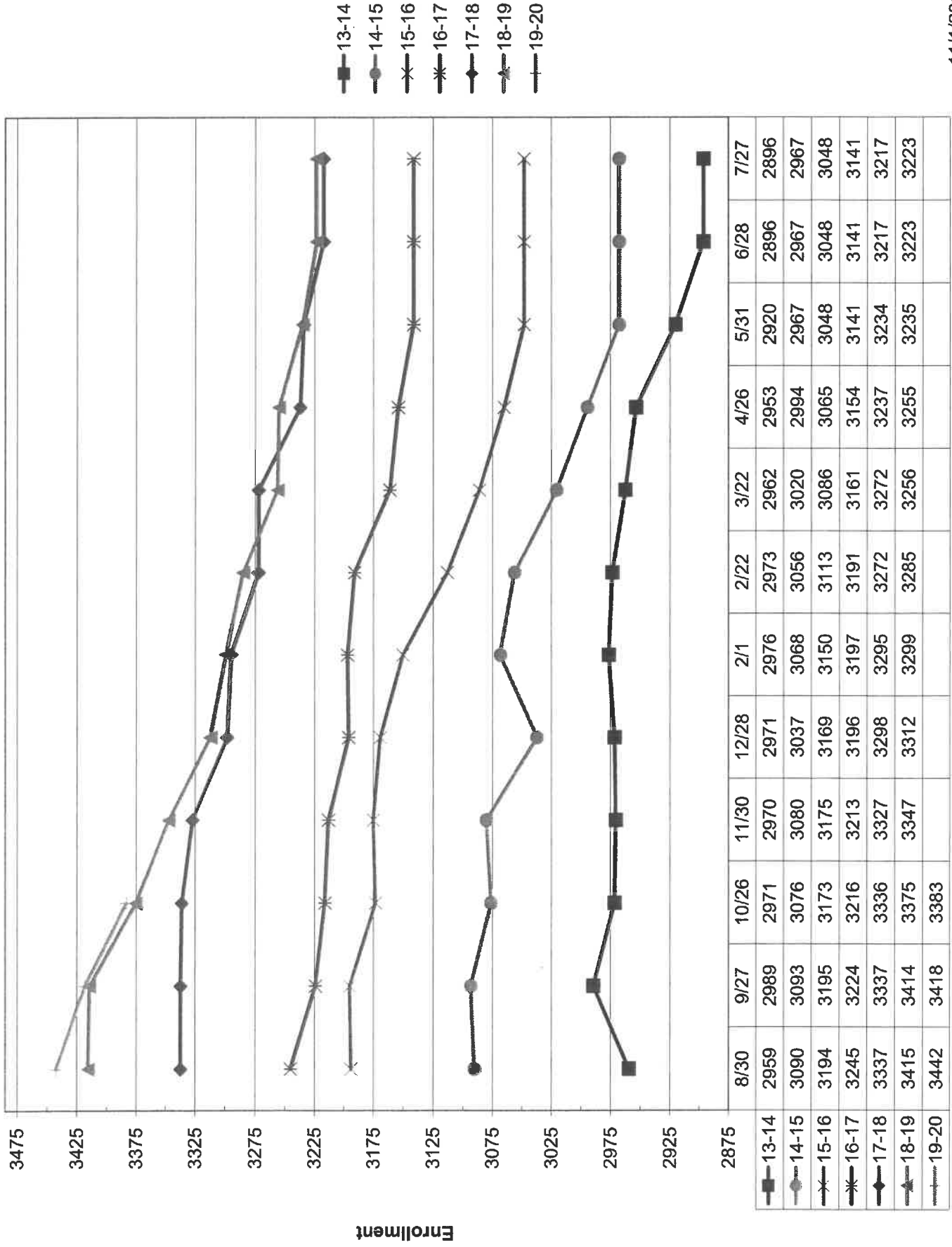
OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	139,210,422.00	4,248,416.00	143,458,838.00	26,284,388.58	117,174,449.42	18.32
B.	EXPENDITURES	141,853,771.00	7,037,595.00	148,891,366.00	43,609,343.95	105,282,022.05	29.28
C.	EXCESS REVENUES (EXPENDITURES)	2,643,349.00-	2,789,179.00-	5,432,528.00-	17,324,955.37-	11,892,427.37	318.91
D.	OTHER FINANCING SOURCES (USES)	80,000.00-	.00	80,000.00-	.00	80,000.00-	0.00
E.	NET CHANGE IN FUND BALANCE	2,723,349.00-	2,789,179.00-	5,512,528.00-	17,324,955.37-	11,812,427.37	314.28
F.	FUND BALANCE :						
	BEGINNING BALANCE (9791)	.00	.00	.00	.00	.00	NO BDGT
	AUDIT ADJUSTMENTS (9793)	.00	.00	.00	.00	.00	NO BDGT
	OTHER RESTATEMENTS (9795)	.00	.00	.00	.00	.00	NO BDGT
	ADJUSTED BEGINNING BALANCE	.00	.00	.00	.00	.00	NO BDGT
G.	ENDING BALANCE	2,723,349.00-	2,789,179.00-	5,512,528.00-	17,324,955.37-	11,812,427.37	314.28

K-12 Enrollment (including SDC) by Month

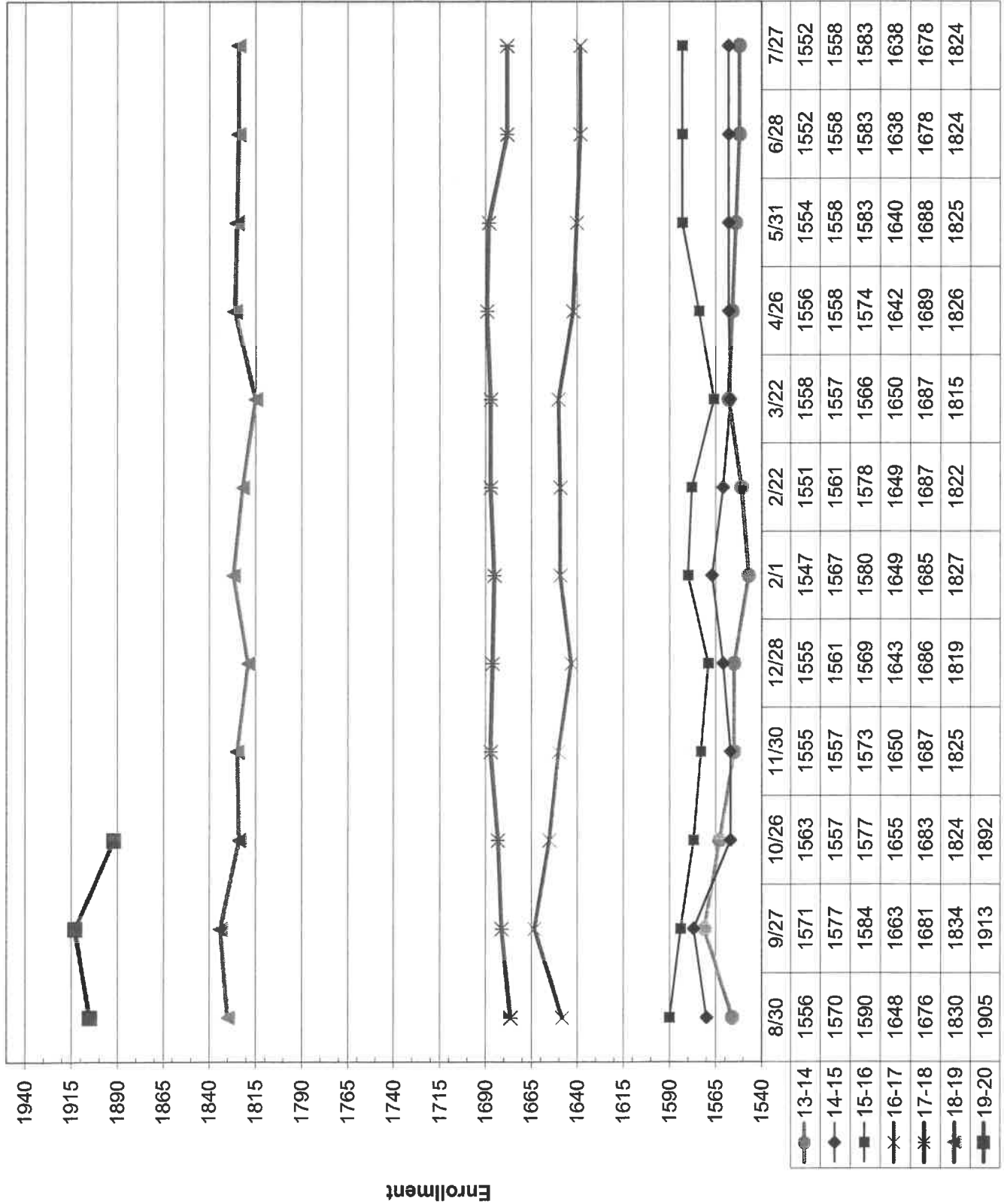


- 13-14
- ◆ 14-15
- 15-16
- * 16-17
- × 17-18
- ▲ 18-19
- * 19-20

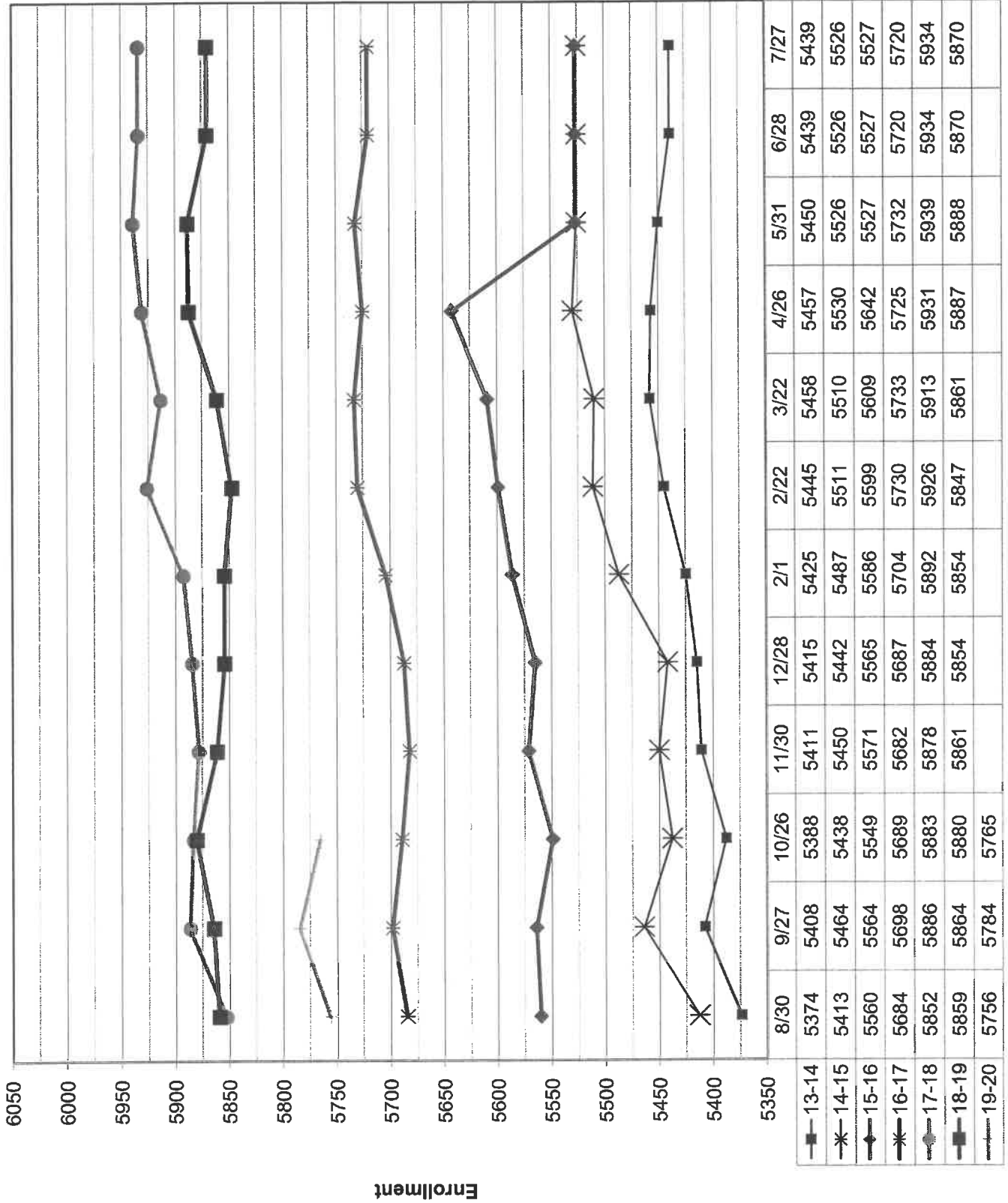
9-12 Enrollment (including SDC)



7-8 Enrollment (including SDC)



K-6 Enrollment (including SDC) by Month



Los Banos Unified School District
2019-2020 Developer Fees

	2015-16	Monthly %	Cumulative %	2016-17	Monthly %	Cumulative %	2017-18	Monthly %	Cumulative %	2018-19	Monthly %	Cumulative %	2019-20	Monthly %	Cumulative %
JUL	\$109,941.25	7.48%	7.48%	\$5,731.20	0.25%	0.25%	\$274,657.79	8.01%	8.01%	\$309,617.57	12.98%	12.98%	\$86,944.18	10.12%	10.12%
AUG	\$105,310.08	7.17%	14.65%	\$26,649.18	1.16%	1.41%	\$208,796.85	6.09%	14.10%	\$281,495.00	11.80%	24.78%	\$283,834.35	33.05%	43.17%
SEP	\$37,320.27	2.54%	17.19%	\$47,479.74	2.07%	3.48%	\$275,404.32	8.03%	22.13%	\$102,499.83	4.30%	29.08%	\$256,596.00	29.88%	73.05%
OCT	\$19,825.11	1.35%	18.54%	\$51,686.41	2.25%	5.74%	\$218,715.47	6.38%	28.50%	\$89,323.29	3.74%	32.82%	\$231,462.65	26.95%	100.00%
NOV	\$28,945.89	1.97%	20.51%	\$186,628.12	8.14%	13.88%	\$197,943.82	5.77%	34.28%	\$269,092.36	11.28%	44.10%		0.00%	100.00%
DEC	\$82,174.85	5.59%	26.11%	\$60,503.79	2.64%	16.51%	\$217,111.35	6.33%	40.61%	\$191,497.49	8.03%	52.13%		0.00%	100.00%
JAN		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	18.53%	59.13%	\$132,937.61	5.57%	57.70%		0.00%	100.00%
FEB	\$61,428.06	4.18%	30.29%	\$273,114.28	11.91%	44.38%	\$247,502.17	7.22%	66.35%	\$176,908.67	7.42%	65.12%		0.00%	100.00%
MAR	\$111,836.09	7.61%	37.90%	\$165,196.51	7.20%	51.58%	\$66,820.53	1.95%	68.30%	\$155,010.10	6.50%	71.62%		0.00%	100.00%
APR	\$304,266.24	20.71%	58.61%	\$145,515.82	6.35%	57.93%	\$278,641.73	8.12%	76.42%	\$62,214.54	2.61%	74.22%		0.00%	100.00%
MAY	\$436,037.69	29.68%	88.29%	\$787,362.62	34.34%	92.27%	\$549,872.46	16.03%	92.45%	\$447,335.16	18.75%	92.98%		0.00%	100.00%
JUN	\$171,996.03	11.71%	100.00%	\$177,319.04	7.73%	100.00%	\$258,832.61	7.55%	100.00%	\$167,523.95	7.02%	100.00%		0.00%	100.00%
TOTAL	\$1,469,081.56	100.00%	100.00%	\$2,293,935.19	100.00%	100.00%	\$3,429,640.53	100.00%	100.00%	\$2,385,455.57	100.00%	100.00%	\$658,837.18	100.00%	100.00%

Board Reference Material

SUBJECT TITLE: Donation

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the donation of \$5,000 made to Westside Elementary School from Dollar General Market

BACKGROUND INFORMATION:

The Dollar General Literacy Foundation recognizes the importance of Literacy at the Elementary Level and presented Westside Elementary School with a check for \$5,000.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

None identified

ORIGINATOR: Joe McColloch, Principal, Westside Union Elementary School

DATE: November 14, 2019



Los Banos Unified School District

1717 South Eleventh Street
Los Banos, California 93635-4800
Telephone (209) 826-3801 Fax (209) 826-6810
www.losbanosusd.org

DONATION ACCEPTANCE FORM

Name of Donor: Dollar General

Address: 439 N. Mercy Springs Rd City: Los Banos Zip: 93635

Phone: 209-704-6929

Type of Donation:

Monetary Donation \$ 5,000.00

In-Kind Donation (other than monetary)

Description of Donation: \$5,000.00 Check

Donor's estimate of approximate present value \$ 5,000.00

Intended use of donation: Books

Comments: _____

Signature of Donor

Date donation was approved by the Board: _____

Board of Trustees

Mr. Anthony Parreira, *President* Mrs Marget Benton, *Vice President* Ms. Marlene Smith, *Clerk*
Mr. Luis Catto Mr. Ray Martinez Mr. Gary Munoz Ms. Anahi Rodriguez

Administration

Mark E. Marshall, Ed.D. *Superintendent*
Tammie Calzadillas, Ed. D., *Assistant Superintendent, Human Resources*
Amer Iqbal, *Assistant Superintendent, Administrative Services*
Paula Mastrangelo, *Assistant Superintendent, Elementary Education*
C. Sean Richey, Ed.D., *Chief Academic Officer*

Board Reference Material

SUBJECT TITLE: Agreement, Super COOP and LBUSD Food Services

REQUESTED ACTION: Adopt

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt the contracts for Super Coop, to manage commodity monies and products.

BACKGROUND INFORMATION:

Each year contracts are reviewed and if changes are needed, new contracts are drafted.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

N/A

ORIGINATOR: Steven Baughman, Director of Nutrition Services

Date: November 14, 2019

**SY2020-21 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative**



Member District: Los Banos Unified School District

Please check (✓) your response:

<input checked="" type="checkbox"/>	We plan to CONTINUE membership with Super Co-Op for SY2020-21.
<input type="checkbox"/>	We do NOT plan to continue membership with Super Co-Op for SY2020-21. What alternate USDA Foods delivery method do you plan to use? _____

San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for SY2020-21. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.
3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2020-21 Fees:
 Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2020.
 Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.
 State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.
 Delivery fees as per member district selected distributors.
 All fees are subject to change, as approved by the Super Co-Op Governing Council.
 Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.
8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Member District shall respond to pre-planners and offerings promptly.
10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Steven Baughman
Title	Director
Telephone	209.826.3077
Email	SBaughman@losbanosusd.k12.ca.us

Accounts Payable Contact	
Name	Mary Neu
Title	Account Tech
Telephone	209.826.3077
Email	mneu@losbanosusd.k12.ca.us

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on _____, 20__.

Member District	
Signature	
Print Name	
Title	
Date	

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

Return signed copy by December 1, 2019 to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz
 asoliz@smfc.k12.ca.us
 San Mateo-Foster City School District
 1170 Chess Drive, Foster City, CA 94404
 Phone (650) 312-1968

Board Reference Material

SUBJECT TITLE: Master Contract for Presence Learning

REQUESTED ACTION:

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended that the Board approve the contract between Los Banos Unified and Presence Learning addressing the District's need to provide speech-language pathologist services to its students.

BACKGROUND INFORMATION:

The District has not had success in recruiting individuals to fill vacant Speech-Language Pathologist (SLP) positions for the 2019-2020 school year. In spite of offering a \$10,000 signing bonus to those signing a contract with the District and agreeing to five years of service with LBUSD, recruitment efforts have not been successful. As a result, the District must enter into a consultant agreement with a third party provider to ensure that the speech and language needs of the district's students are met.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

The five SLP positions were budgeted for the 2019-2020 school year. Consultant services contracted from a third party provider will not meet or exceed the cost in the current budget for the five vacant positions.

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources

DATE: November 14, 2019



Master Contract

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT (THE "ORDERING DOCUMENT") THAT INCORPORATES THIS NONPUBLIC, NONSECTARIAN AGENCY SERVICES MASTER CONTRACT ("MASTER CONTRACT"), LEA (AS DEFINED IN THE ORDERING DOCUMENT) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTRACT. THE ORDERING DOCUMENT AND MASTER CONTRACT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MASTER CONTRACT.

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT. This Master Contract is entered into between LEA and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, 18th Floor, San Francisco, California 94104 (hereinafter referred to as "PresenceLearning" or "CONTRACTOR") (collectively, "Parties") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). Provided that the LEA submits to CONTRACTOR an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

2. CERTIFICATION. CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS. During the term of this Agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT. The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated in writing, such as in the ORDERING DOCUMENT.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION. This Master Contract includes the LEA Procedures and each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in the ORDERING DOCUMENT. This Master Contract may be amended only by written amendment executed by both parties.

The LEA may require copies of teacher credentials and clearances, insurance documentation and CDE certification. The LEA may also require additional information as applicable. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT. This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students. Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. Unless otherwise provided in this Master Contract or in the IEP or ISA, the CONTRACTOR shall provide all services specified in the IEP. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service which it agreed to provide at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period. If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement. Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS. The following definitions shall apply for purposes of this contract:

a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local

Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract

b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the applicable standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in service of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

d. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term "parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, or a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). "Parent" does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

f. The term "days" means calendar days unless otherwise specified.

g. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

ADMINISTRATION OF CONTRACT

8. NOTICES. All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the ORDERING DOCUMENT. Notices to CONTRACTOR shall be addressed as indicated on the ORDERING DOCUMENT.

9. MAINTENANCE OF RECORDS & CONFIDENTIALITY. CONTRACTOR shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Master Contract, "records" may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need not record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, any current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. If LEA collects benchmarking data at the individual or school level, LEA shall provide CONTRACTOR with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by this Section or applicable law, CONTRACTOR may store indefinitely, use and publish deidentified benchmarking data. LEA understands that it may receive confidential and proprietary information relating to CONTRACTOR's business (hereinafter referred to as "CONTRACTOR CONFIDENTIAL INFORMATION"). LEA agrees that the CONTRACTOR CONFIDENTIAL INFORMATION is confidential and is the sole, exclusive and extremely valuable property of CONTRACTOR. In addition, LEA understands that it may receive confidential and proprietary information of third parties other than LEA, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, LEA agrees that it will keep confidential CONTRACTOR CONFIDENTIAL INFORMATION the confidential and proprietary materials and information of CONTRACTOR and third parties which it receives or to which it has physical or digital access pursuant to this Agreement. LEA also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is

understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that CONTRACTOR shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose CONTRACTOR CONFIDENTIAL INFORMATION or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify CONTRACTOR promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit CONTRACTOR to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible. The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

10. SEVERABILITY CLAUSE. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST. This Master Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW. The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in San Francisco County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES. This Master Contract may be modified or amended by the LEA, with mutual agreement of CONTRACTOR, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION AND RENEWAL. This Master Contract or any Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract except as provided in Sections 5 and 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate an ISA, either party shall give twenty (20) days prior written notice. This Master Contract shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM") and shall automatically renew on an annual basis (each a "RENEWAL TERM") unless (a) terminated in accordance with this Section or (b) either party gives written notice of its intention not to renew forty-five (45) days

before expiration of the INITIAL TERM or a RENEWAL TERM. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Agreement, which accrued before such termination or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Agreement by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Agreement and LEA shall pay a cancellation fee of \$750 per Student, multiplied by the greater of (a) the number of students who have received SERVICES in the 60 days before termination or (b) the number of Contracted Students (as defined in the ORDERING DOCUMENT) (hereinafter referred to as the "TERMINATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the TERMINATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

15. INSURANCE. CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$500,000 fire damage
- \$5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate.

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The Commercial General Liability and Automobile Liability policy may, upon request, name the LEA and the Board of Education as additional insureds.

F. Any deductibles or self-insured retentions above \$100,000 shall be declared. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to:

(a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, CONTRACTOR may agree in writing that (a) the CONTRACTOR's insurance coverage may be primary insurance as respects the LEA, its subsidiaries, officials and employees, and (b) any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

CONTRACTOR may not be entitled to any compensation for any services provided to any pupil for any period during which CONTRACTOR was in material and significant breach of this Section 15.

16. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities). The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense. In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no

circumstances exceed \$10,000. LEA acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations CONTRACTOR would not enter into the Agreement. LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this

Master Contract.

17. INDEPENDENT CONTRACTOR. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by CONTRACTOR to perform any services for the LEA. If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTORS. LEA understands and agrees that CONTRACTOR will subcontract the provision of services pursuant to this Agreement to independent contractors who shall have applicable clearances and qualifications as set forth in Sections 45 and 46 (each hereinafter referred to as a "SUBCONTRACTOR" and collectively as "SUBCONTRACTORS").

19. CONFLICTS OF INTEREST/NON-SOLICITATION. LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors. CONTRACTOR and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with CONTRACTOR if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA acknowledges and agrees to the ability of CONTRACTOR, through employees, agents and/or SUBCONTRACTORS, to conduct an assessment or evaluation, including but not limited to an Independent Educational Evaluation (hereinafter referred to as "IEE"), of a LEA student, and provide services to that student pursuant to an IEP or ISA that reflects the findings of that assessment or evaluation. Where this Agreement provides that CONTRACTOR shall conduct one or more assessments or evaluations of a LEA student, LEA agrees to fund requested services provided to that student for whom the assessment or evaluation is requested.

LEA shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement without CONTRACTOR's prior written consent. LEA should contact its account manager with any inquiries concerning the aforementioned. If LEA causes any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement to terminate or curtail that individual's relationship with CONTRACTOR, and such termination or curtailment results in a loss of business or revenue for CONTRACTOR, LEA shall pay a solicitation fee of \$30,000 (hereinafter referred to as the "SOLICITATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual likely to result from breach of the foregoing are difficult to estimate and

would be difficult for CONTRACTOR to approve. The parties intend that LEA's payment of the SOLICITATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of the foregoing obligations, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs:
Educational Program

21. FREE AND APPROPRIATE PUBLIC EDUCATION. LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP"), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract).

22. GENERAL PROGRAM OF INSTRUCTION. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. [RESERVED]

25. CALENDARS. CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide directly related services to LEA students on only those days that the LEA

student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill LEA only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar.

26. DATA REPORTING. CONTRACTOR shall provide to LEA on request data related to student information and billing information concerning the services provided pursuant to this Agreement. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports, as applicable. The LEA may approve use of CONTRACTOR provided forms at their discretion.

27. [RESERVED]

28. [RESERVED]

29. MANDATED ATTENDANCE AT LEA MEETINGS. CONTRACTOR, through an employee, agent and/or SUBCONTRACTOR, may attend LEA mandated meetings concerning services provided pursuant to this Master Contract by phone, video conference or in-person, at CONTRACTOR's sole discretion. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

30. [RESERVED]

31. [RESERVED]

32. IEP TEAM MEETINGS. An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student receiving services by or through CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract or by mutual agreement, CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Agreement, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to and participation of the CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, may attend IEP team meetings by phone, video conference or in-person. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS)(hereinafter referred to as "THE APPROVED SYSTEM") for all IEP planning and progress reporting. LEA or the SELPA shall provide training for CONTRACTOR to assure access to THE APPROVED SYSTEM. CONTRACTOR shall maintain confidentiality of all IEP data on

THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services pursuant to this Agreement from CONTRACTOR, CONTRACTOR shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS. CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Master Contract, as requested by LEA. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Master Contract.

35. [RESERVED]

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS. On written request by LEA, CONTRACTOR shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning which CONTRACTOR is providing services pursuant to this Master Contract. A copy of any progress reports shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted as needed by the LEA. CONTRACTOR shall complete academic or other assessment of the LEA student with respect to goals and objectives concerning which CONTRACTOR is providing services pursuant to this Master Contract one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services which CONTRACTOR is providing pursuant to this Master Contract. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion. It is understood that all billable hours, excluding indirect services such as documentation, should be specified in the ISA. Supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's

license, certification, or credential. CONTRACTOR shall not charge the LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. [RESERVED]

38. LEA STUDENT CHANGE OF RESIDENCE. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures. If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. [RESERVED]

40. [RESERVED]

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT. If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited.

It is understood, that all employees, agents, and SUBCONTRACTORS of CONTRACTOR shall adhere to customary professional standards when providing SERVICES (as defined in Section 57). All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract. Except as otherwise expressly set forth herein, SERVICES are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

42. [RESERVED]

43. CONTRACTOR MATERIALS. CONTRACTOR will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, services, designs, know-how, data, software, graphic art and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or in part, by CONTRACTOR or its agents or affiliates which arise out of the performance of services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided LEA is not in breach of any term of this Agreement, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the materials for which CONTRACTOR has the right to so grant solely to assist in the provision of services in accordance with the terms herein.

44. MONITORING. CONTRACTOR shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

PERSONNEL

45. CLEARANCE REQUIREMENTS. CONTRACTOR shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees or SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or SUBCONTRACTOR's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, with regard to employees and SUBCONTRACTORS who will have direct contact with LEA students, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS. CONTRACTOR shall ensure that all individuals employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice. CONTRACTOR shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS. At LEA request, CONTRACTOR shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by persons employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR who will be providing services to LEA students pursuant to this Master Contract. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of services to LEA students, as specified in the LEA Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for any employee or SUBCONTRACTOR prior to such person's starting to work with any student. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all persons employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide services pursuant to this Master Contract. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials, permits and/or other documents concerning such persons' or CONTRACTOR's ability to provide such services within 45 days of known changes. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE. When CONTRACTOR's service provider is absent, CONTRACTOR shall attempt to provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute to provide services to their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME. It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program. For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY. CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation of such compliance for each individual volunteering, employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR before the individual comes in contact with a LEA student.

51. [RESERVED]

52. [RESERVED]

53. INCIDENT/ACCIDENT REPORTING. CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING. CONTRACTOR and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To

protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

55. SEXUAL HARASSMENT. CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. [RESERVED]

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES. CONTRACTOR shall assure LEA that the agency has the necessary financial resources to provide the services provided for pursuant to this Agreement and will distribute those resources in such a manner to implement the IEP for each and every student receiving such services.

CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "SERVICES"), including associated indirect services, specified in the LEA students' IEPs and ISAs. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and governed by all applicable federal and state laws. SERVICES may include but are not limited to the following:

- a. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
- b. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing a Review of Records, writing an integrated report, attending the pre-assessment and results meetings, and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.
- c. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- d. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
- e. Setup, including equipment and provision of a camera for use with PA and other services if ordered

CONTRACTOR shall maintain separate registers for any SERVICES provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Agreement and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment. CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when SERVICES were provided. Invoices and related documents shall be properly submitted

electronically unless another method of delivery is mutually agreed upon. Each invoice may contain the following information if requested by the LEA: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Agreement; and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided may be included. Such an invoice is subject to all conditions of this Agreement. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training.

Invoices should be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the invoice date. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond the following June 30th after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond 12 months after the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for any CONTRACTOR employee.

58. RIGHT TO WITHHOLD PAYMENT. LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice as requested; (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by twelve (12) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. If LEA determines that cause exists to withhold payment to CONTRACTOR based exclusively on the above criteria in this Section, LEA shall, within ten (10) business days of receipt of an invoice (hereinafter referred to as the "DISPUTE PERIOD"), provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Unless CONTRACTOR receives notice of any such dispute within the DISPUTE PERIOD, such invoice shall be considered undisputed and shall be due and payable

no later than 30 days of the date of such invoice. Within thirty (30) days from the date of receipt of any notice of dispute, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied. If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days. After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2). Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

59. PAYMENT FROM OUTSIDE AGENCIES. LEA understands that CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. If CONTRACTOR bills Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students, CONTRACTOR shall notify LEA and, upon request, shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

60. STUDENT ABSENCES. CONTRACTOR shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

61. INSPECTION AND AUDIT. The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. CONTRACTOR may provide access, on request, to LEA to records as defined in Section 9 above. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

62. RATE SCHEDULE/ORDERING DOCUMENT. In consideration for the Services, LEA agrees to pay CONTRACTOR in accordance with the Rate identified on the ORDERING DOCUMENT to be charged for each increment of Services, which shall include fees collected on behalf of SUBCONTRACTORS and/or any entity with which they may be affiliated. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in the ORDERING DOCUMENT. ORDERING DOCUMENT may specify a number of "Contracted Students," which is the number of LEA students for whom LEA has purchased Services as of the date of the ORDERING DOCUMENT. LEA and CONTRACTOR agree that, upon request by any authorized representative of Customer (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") to serve more

students than the number of Contracted Students or to provide additional Services, the terms of ORDERING DOCUMENT will apply, without the need for the Parties to enter into an additional ORDERING DOCUMENT. A request may be made orally, in writing, or by providing CONTRACTOR with a student's Individual Education Plan and/or Individual Services Agreement.

ORDERING DOCUMENT may set forth a "Assessments Commitment," which shall be the minimum number of assessments for which payment is due at the end of the term. If LEA does not purchase the Assessments Commitment during the INITIAL TERM or a RENEWAL TERM, at the end of the term, LEA shall pay an amount equal to the rate applicable to the type of assessment multiplied by the number of additional assessments that would have had to be purchased so that the total number of assessments equals the Assessments Commitment. Further, the ORDERING DOCUMENT may set forth a "Psychoeducational Assessments Commitment," which shall mean the minimum value of Psychoeducational assessments for which payment is due at the end of the term. If LEA does not purchase the Psychoeducational Assessments Commitment during the INITIAL TERM or a RENEWAL TERM, at the end of the term, LEA shall pay an amount equal to the applicable Rate multiplied by the number of additional assessments that would have had to be purchased so that the total number of assessments equals the Psychoeducational Assessments Commitment.

Setup fees set forth in the ORDERING DOCUMENT will be billed in the first invoice of the INITIAL TERM and any RENEWAL TERM (each hereinafter referred to as a "TERM") on a per student, per SERVICE basis for the number of "Contracted Students" corresponding to a particular SERVICE. If the number of students receiving a SERVICE exceeds the number of Contracted Students corresponding to that SERVICE, Setup fees will be billed on a monthly basis for the number of students in excess of the greater of (i) the number of Contracted Students or (b) the number of students for whom Setup fees have already been paid during the TERM. "Monthly Commitment" shall mean the minimum dollar payment due each month of the TERM, excepting (i) any month prior to the beginning of SERVICES, (ii) the month in which SERVICES begin, and (iii) the month of June ("MONTHLY COMMITMENT MONTH"). For each MONTHLY COMMITMENT MONTH, LEA shall pay the greater of (i) the total fees incurred in each month or (ii) the Monthly Commitment amount. These amounts will be billed quarterly for the MONTHLY COMMITMENT MONTHS following the end of the prior calendar quarter, e.g., January, February and March Monthly Commitments will be billed following March 31. If LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence, which may be referred to as an "Unplanned Student Absence," LEA agrees to pay CONTRACTOR the applicable Rate for the duration of the scheduled session. If LEA has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur. CONTRACTOR may charge LEA for the provision of progress reports, report cards, assessments or interviews. LEA agrees that for each successive year after the first school year of Services, the Rate specified in the ORDERING DOCUMENT Hourly Services Rate, Set-up Fee, and any other rates and fees related to Services will rise each year at, but no greater than, the most recent annual rate of inflation for medical care, rounded to the nearest half dollar (\$0.50) as defined by the Current Population Survey Medical Care index (CUUR0000SAM series) from the Bureau of Labor Statistics Medical Care index, shown at the following U.S. Government URL, or its successor: http://data.bls.gov/timeseries/CUUR0000SAM?output_view=pct_12mths.

63. DEBARMENT CERTIFICATION CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. REPRESENTATIONS

LEA hereby represents and warrants to CONTRACTOR as follows:

- (a) LEA has the right, power, and authority to enter into and perform its obligations under this Master Contract,
- (b) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Master Contract and perform its obligations under this Master Contract,
- (c) the undersigned has the right, power and authority to enter into this Master Contract on behalf of LEA,
- (d) this Master Contract constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies,
- (e) the execution, delivery, performance of and compliance with this Master Contract will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof,
- (f) LEA will comply with any applicable law concerning SERVICES, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes CONTRACTOR or its employees, agents or SUBCONTRACTORS from complying with any applicable law,
- (g) any authorized representative of LEA (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") has the authority to enter into an ORDERING DOCUMENT for the provision of services,
- (h) that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "STUDENT RECORDS") prior to LEA's providing CONTRACTOR with access to such STUDENT RECORDS,
- (i) that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of SERVICES in no way replaces or substitutes for the professional judgment of LEA or a SUBCONTRACTOR,
- (j) that prior to receiving services, LEA will provide CONTRACTOR with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by CONTRACTOR, and that if LEA does not provide CONTRACTOR with the specified conditions, as determined by CONTRACTOR in its sole discretion, within 30 days of the beginning of a TERM, CONTRACTOR does not guarantee sufficient clinician availability to provide services, and
- (k) that LEA acknowledges that CONTRACTOR is not a healthcare provider or clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of STUDENT RECORDS made available to it pursuant to this Master Contract.

**INDIVIDUAL SERVICE AGREEMENT FOR RELATED SERVICES
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**
(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

NAME OF LOCAL EDUCATION AGENCY: _____

NAME OF NONPUBLIC SCHOOL/AGENCY: _____

PUPIL NAME: _____ SEX: M F

(Last) (First) (Middle)

PUPIL I.D./S.S. #: _____ BIRTHDATE: _____ GRADE: _____

RESIDENTIAL SETTING: HOME FOSTER LCI LCI PHONE # _____

PARENT/GUARDIAN: _____ PHONE: _____

(Residence) (Business)

PUPIL'S ADDRESS: _____ CITY: _____ STATE: CA ZIP: _____

NON-EDUCATIONAL PLACING AGENCY: (If applicable) _____

CONTRACT TERMS

- The pupil's teacher/service provider will hold the following credential/license: _____
(Generic description, i.e., LH Credential).
- The class size for the pupil will not exceed _____ and/or the therapist/pupil ratio will not exceed 1:1/group .
- The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
- Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
- Method for complying with statewide standardized assessment requirements: _____
- Other provisions (attachments as necessary). _____

A. BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only)

Number of Days _____ x Per Diem \$ _____ = Total Basic Education Costs (A) \$ _____
(Include extended school year days as appropriate to the pupil's IEP)

B. RELATED SERVICES

	SERVICE PROVIDER			TOTAL MINUTES HRLY/ PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. Transportation										
2. S&L - Group										
3. S&L - Individual										
4. OT - Group										
5. OT - Individual										
6. PT										
7. ABA - Consult										
8. ABA - Direct										
9. ABA - Supervision										
10. AB - Assessment										
11. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ _____
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A + B) \$ _____
 MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ _____

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**
(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____
(Last)
(First)
(Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on _____ and terminates at 5:00 p.m. on _____ unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

 (Authorized Signature) (Date) (Authorized Signature) (Date)

 (Type or Print Name) (Date) (Type or Print Name) (Date)

 (Name of NPS/NPA) (Name of District, SELPA, County Office)

 (Mailing Address) (Mailing Address)

 (City/State/Zip Code) (City/State/Zip Code)

Board Reference Material

SUBJECT TITLE: Agreement, Consultant-504 Training

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement with Sherman Garnett & Associates for Professional Training

BACKGROUND INFORMATION:

The training provided by Sherman Garnett & Associates will provide our employee's with most up to date information on 504's and the necessary documentation required to complete the 504 process. 504 Case Managers will be brought up to speed on the necessary skills required to fulfill the 504 duties. This will ensure future compliance and allow us to provide better services to our students in Los Banos Unified School District.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal #1

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

\$3,500.00 which includes training materials and review/implementation of new policies/procedures/forms.

ORIGINATOR: Eric Sowersby, Principal Mercey Springs Elementary

Date: November 14, 2019



Sherman Garnett & Associates
1747 N. Coolcrest Avenue
Upland, CA 91784
Tax ID # 46-279-2164
Phone: (909) 223-5561 FAX: (909) 946-8066

Agreement for Consultant Services

The following is an Agreement by and between Los Banos USD and Sherman Garnett & Associates.

RECITALS

- A. The District requires the services of a professional Trainer in the areas of Section 504
- B. Sherman Garnett & Associates, is available, and offers to provide services necessary to accomplish the work within the required time.

AGREEMENT

NOW THEREFORE, pursuant to the following terms and conditions and District and Trainer, Sherman Garnett & Associates, hereby agree as follows:

- A. **TERM** of this agreement shall commence on the afternoon of Wednesday January 15,2020 in Los Banos, California and end during the afternoon on Wednesday January 15,2020.
- B. **TRAINER AGREES:** To perform in a competent and professional manner the following services, as needed and requested by the District: **training on Section 504**
- C. **CASCWA AGREES:** To pay \$3500.00 Trainer fee which includes training materials and review/implementation of new polices/procedures/forms. All invoices for services must be submitted to the District within 30 calendar days after services are performed by Sherman Garnett & Associates. Subject to and upon approval of District, payment of invoices shall be made within 60 days after Sherman Garnett & Associates submits invoices and any other requested documentation. For purposes of this Agreement, "payment" shall mean the act of depositing checks in the United States Postal Service mail for deliver to Sherman Garnett & Associates.
- D. **DISTRICT OWNERSHIP:** All data and information provided for and/or used by Trainer shall be the property of and returned to the District at the completion of this contract. All reports or other documents generated will constitute "works made for hire" by or for the District and the District will be the "author" of all such reports under applicable copyrights laws.

E. CONFIDENTIALITY: The confidentiality provisions of the Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. Trainer agrees to hold confidential information obtained from the District, including any student or personnel information, whether obtained through observation, documentation or otherwise (collectively, "Confidential Information"), in strict confidence and shall not without prior permission of the District disclose any Confidential Information. Trainer agrees that it shall not at any time or in any manner, either directly or indirectly, use any Confidential Information for Trainer's own benefit. A violation of this Section shall be a material violation of this agreement.

If it appears that the Trainer has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the District shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such Confidential Information. The District may also pursue any other remedies at law or equity, including a claim for loss and damages.

F. TERMINATION: This agreement may be terminated by the parties upon receipt of ninety days prior written notice sent to the following addresses of Trainer or District:

District: Los Banos USD
1717 S. 11th St.
Los Banos, Calif 993635

Trainer: Sherman Garnett & Associates
1747 N. Coolcrest Avenue
Upland, CA 91784

G. INDEPENDENT CONTRACTOR STATUS: Sherman Garnett & Associates states and affirms that it is acting as a free agent and independent trainer, maintains the principle place of business at own address, and that this Agreement is not exclusive. Sherman Garnett & Associates as an independent contractor is responsible for accomplishing the result required herein, and District shall not be liable to Sherman Garnett & Associates for any payments, benefits, loss, costs, expenses, or injury or damages to Trainer's person, or property, except District's liability to Sherman Garnett & Associates for compensation for services performed herein. Neither Sherman Garnett & Associates nor any of its agents or employees shall be entitled to any benefits provided to District's employees, including health insurance benefits. Sherman Garnett & Associates is and shall be solely responsible for its own taxes and tax filing and payments or withholdings, including without limitation income taxes or social security. A 1099 tax form will be provided to Trainer for services rendered.

Sherman Garnett & Associates

Date

Agency

Representative

Date

Board Reference Material

SUBJECT TITLE: Agreement, Boys and Girls Club of Merced County

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the Memorandum of Understanding (MOU) between the Boys and Girls Club of Merced County and Los Banos Unified School District to provide an Afterschool program for Creekside Junior High. The purpose of this MOU is to enrich the lives of students at Creekside Junior High that are eligible for services by supporting programs that discourage risky behaviors while encouraging healthy lifestyles.

BACKGROUND INFORMATION:

The Mission of the Boys and Girls Club is to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. The vision is to provide a world-class Club Experience that assures success is within reach of every young person who enters our doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character and citizenship, and living a healthy lifestyle.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity, and does not support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

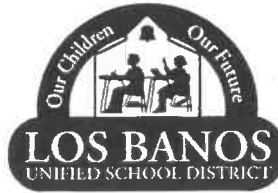
None

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

There is no cost to the District.

ORIGINATOR: Mark Marshall, Superintendent

Date: November 14, 2019



**Memorandum of Understanding
between
Los Banos Unified School District and the
Boys and Girls Club of Merced County**

Purpose:

This Memorandum of Understanding, by and between Los Banos Unified School District ("District") and Boys & Girls Clubs of Merced County (the "Club"), will serve to document the agreement of such parties on the principal terms of a partnership to be executed by both parties. The intent of this memorandum is to establish a formal working relationship and sets forth the respective partnership and responsibilities for the District and Club which will govern this particular partnership.

The purpose of this partnership is to provide the Boys & Girls Clubs of Merced County after school enrichment program at Creekside Junior High School.

Based upon each individual program criteria the parties of this Memorandum of Understanding agree:

The Club shall:

- 1) Provide Boys & Girls Club personnel, curriculum and materials to run enrichment programming for the District's Project Success after school program;
- 2) Set policies for staff and programs;
- 3) Furnish at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this agreement. The Club's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession;
- 4) Meet regularly with appropriate school staff to exchange relevant information related to student progress, events and goals of the program;
- 5) Oversee the daily operation of activities and programs related to the Club's enrichment programs;
- 6) Keep all student data confidential. The Club shall require signed Parent Consent forms, notifying families of the data that is collected. See Exhibit B.



The District shall:

- 1) Provide appropriate, dedicated space for implementation of Club enrichment programming;
- 2) Collaborate with the Club to create a world-class program experience for students;
- 3) Support with building relationships with school principals and staff;
- 4) Assign a point of contact to serve as liaison to the Club;

Require written approval of any marketing efforts relating to the Club's programs prior to publicizing any documentation.

Financial Cost:

There is no cost to this MOU.

Locations

The services will be performed at the District school listed below:

Creekside Junior High
1401 Prairie Springs Dr.
Los Banos, CA 93635

Dates and Time

The services will be performed on the following dates and times:

District school days (or days Project Success is in operation) starting from the end of the school day, until 6PM LST.

Assurances of The Club:

The Club hereby provides assurance of compliance with laws applicable to public agencies regarding conflicts of interest, health and safety, and contract requirements. In accordance with Education Code section 47604.3, the Club will assist the District with requests for information from the Merced County Department of Education as required by law.



The Club and its employees/agents who perform under this MOU and are in contact with children will be required to comply with the District's background check (see Exhibit A) and TB test/screening policy. The Club's employees/agents must meet satisfactory clearance of a criminal records check with the DOJ and fingerprinting prior to engaging in work services.

Notice:

All notices or demands to be given under this MOU by either Party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be deemed given when received if personally served or if mailed on the third day after deposit in an U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

District:

Los Banos Unified School District

1717 So. 11th Street

Los Banos, CA 93635

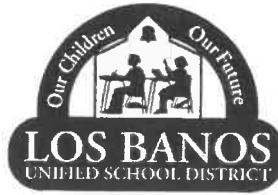
Club

Insurance:

Each party acknowledges and agrees to maintain in full force and effect during the Term commercial general liability insurance, or equivalent self-insurance, with limits of not less than \$2,000,000.00 single limit coverage per occurrence for bodily injury, personal injury and property damage and \$2,000,000.00 aggregate coverage.

The Club shall maintain in full force and effect during the Term Sexual Abuse and Molestation Insurance in an amount not less than \$2,000,000 per occurrence.

The Club shall furnish the District with certificates and endorsements affecting coverage required by the agreement/contract. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be



received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The Club hereby grants to the District a waiver of any right to subrogation which any insurer of said Club may acquire against the District by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Duration, Termination and Modification:

The term of this agreement shall begin **January 13, 2020** through **June 30, 2020**. This Agreement is subject to termination by either party upon 30-day written notice

If modifications are necessary to complete this agreement, they will be added to this MOU by written mutual consent of all parties involved.

The Parties agree that this Agreement has been mutually drafted and authored by all the Parties and that it shall not be construed against any one Party.

Los Banos Unified School District

Mark Marshall, Superintendent

Signature

Date

Boys and Girls Club Merced County

Virginia Hayward, CEO

Signature

Date

Board Reference Material

SUBJECT TITLE: Agreement with the Foundation for California Community Colleges

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement between the Foundation for California Community Colleges and Los Banos Unified School District for use of the College Next college and career planning platform.

BACKGROUND INFORMATION:

College Next is a joint effort of the California Community Colleges Chancellor's Office and the California State University, Office of the Chancellor to unify how K-12 districts and higher education institutions help students successfully plan for and transition to their next steps after high school. College Next enables K-12 districts to partner free of charge with the California College Guidance Initiative (CCGI). CCGI aims to help all high school students graduate with clear post-secondary goals and a plan for how to achieve them and ensure that students' academic transcript data follow them so that it can inform key decision about admissions, academic course placement, guidance and financial aid.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

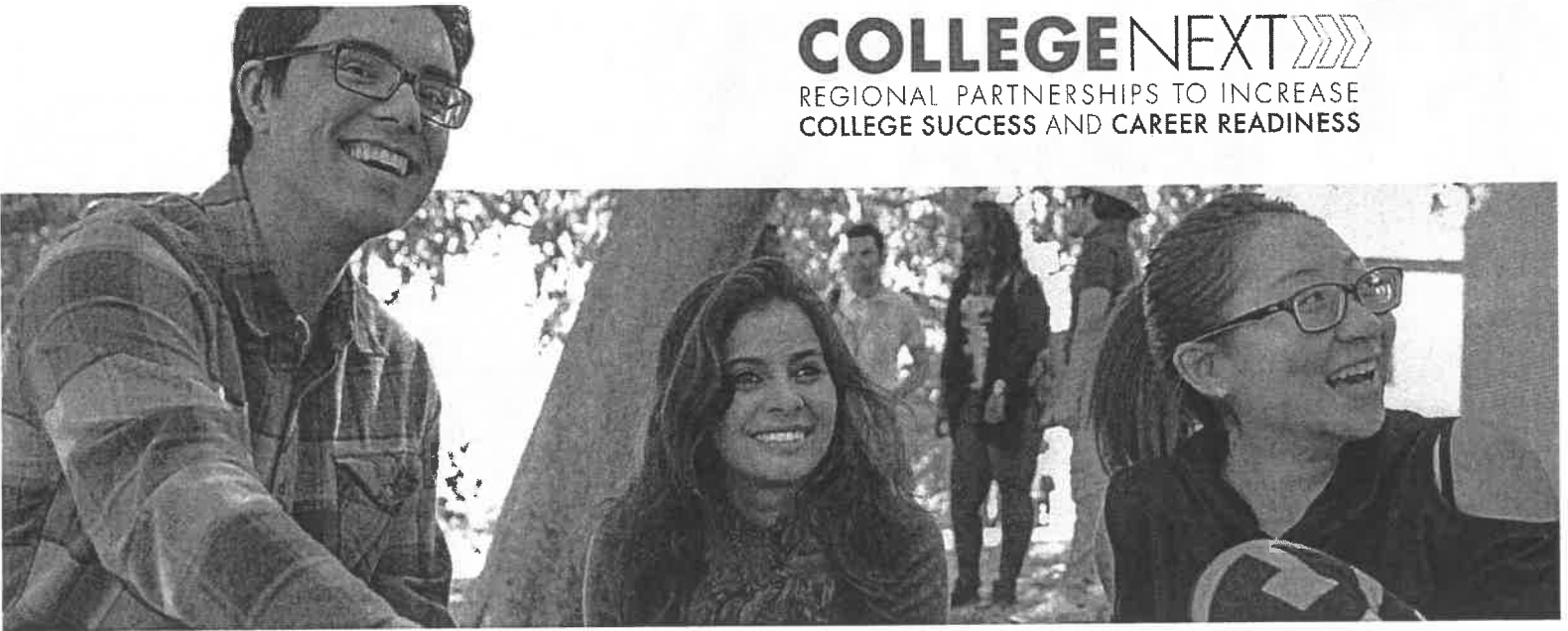
N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

There is no cost to the District.

ORIGINATOR: C. Sean Richey, Ed.D., Chief Academic Officer

Date: November 14, 2019



Most college students study and work in the region they call home. Their success in obtaining a post-secondary certificate or degree can be promoted by alignment and collaboration across all educational segments in their region.

College Next is a joint effort of the California Community Colleges Chancellor's Office and the California State University, Office of the Chancellor to unify how K-12 districts and higher education institutions help students successfully plan for and transition to their next steps after high school. College Next enables K-12 districts to partner **free of charge** with the California College Guidance Initiative (CCGI).



The partnership taking place in the Central Valley represents a vital inter-segmental collaboration that will bolster the college-going culture in key regions of the state and pave the way for improved educational outcomes for students. Together, the chancellor's offices of the California Community Colleges and the California State University are investing in **a unified approach** to help students prepare for and successfully transition to college.

ELOY ORTIZ OAKLEY

Chancellor,
California Community Colleges



The **California College Guidance Initiative (CCGI)** manages the state of California's college and career planning platform, **CaliforniaColleges.edu**, and provides technical assistance to maximize the use of the platform's data-informed tools. CCGI aims to:

- Help all high school students graduate with clear post-secondary goals and a plan for how to achieve them, and
- Ensure that students' academic transcript data follow them so that it can inform key decisions about admissions, academic course placement, guidance and financial aid.



As a first-generation student, like so many in California, my undergraduate experience started at Diablo Valley College before continuing to the California State University and University of California.

The **new partnerships taking place**

in the College Next regions today represent what is possible when students' college and career goals are met with the tools to achieve them. I celebrate school districts, colleges and universities for creating these new opportunities. This is a clear example of our transformative power when we work together for students and communities.

TIMOTHY P. WHITE

Chancellor,
California State University



Data-Informed Tools on CaliforniaColleges.edu

CaliforniaColleges.edu and its associated 6th-12th grade college and career planning curriculum help students and families navigate the college planning and application process, while providing K-12, community college and CSU educators with actionable data to support decision making that impacts students' trajectories.

- During high school, students and families can track progress on key college eligibility standards such as the completion of a-g coursework. Educators can run reports that summarize college preparation and application activities and support critical interventions.
- When students apply to **California Community Colleges** or **California State University** campuses through their account on **CaliforniaColleges.edu** their coursework is shared with the receiving institution to support important decisions about admissions, placement and guidance.
- Students can begin the financial aid process by launching their **FAFSA** or **CA Dream Act** application on **CaliforniaColleges.edu**, which can help to reduce the time it takes the California Student Aid Commission to determine **Cal Grant** eligibility.

CaliforniaColleges.edu

California COLLEGES .edu
DISCOVER.PLAN.LAUNCH.

Academic Planner | My College Plan | My Career Plan | My Financial Aid Plan | My Goals | My Journal | My Experiences | My Documents

Academic Planner | **CSU Eligibility** | UC Eligibility

3.11 **CSU GPA**
You are currently meeting the minimum GPA requirement of 2.0 or above. Your CSU GPA reflects "a-g" coursework submitted by your school district completed in 10th, 11th, and 12th grades, including the summers following 9th, 10th, and 11th grades.

Your Eligibility for CSU
You are making good progress towards completing both your total "a-g" course units and subject area courses for your grade level.

Based upon successful completion of coursework this term, you are on target to meet CSU eligibility, but you must complete your current coursework with a C- or better.

Transcript data most recently submitted on 04/02/2018

Verified "a-g" course with a grade of C- or better | Verified "a-g" course with a grade of D or lower | Not a verified "a-g" course | Course listed as high requirement, but not found in UC CIP database | English or planned course | Subject area has been completed

	9th Grade	10th Grade	11th Grade	12th Grade
A History/Social Science 5 years required 2 years completed		US History 1 01 2014-15 Completed	US History 1 01 2015-16 Completed	
B English 4 years required 4 years completed	English 1.1 01 2013-14 Completed	English 1.1 01 2014-15 Completed	English 1.1 01 2015-16 Completed	Eng IV - EAW 01 2016-17 Completed
C Math 4 years required 3 years completed	Algebra 1.1 01 2013-14 Completed	Geometry 01 2014-15 Completed	Algebra 1.1 01 2015-16 Completed	Eng IV - ERWC 02 2016-17 Completed
D Laboratory Science 3 years required 1 years completed		Chemistry 1 01 2014-15 Completed		
E Language of Learning English 3 years required 2 years completed	Spanish 1.1 01 2013-14 Completed	Spanish 1.1 01 2014-15 Completed	Spanish 1.1 01 2015-16 Completed	
F Visual and Performing Arts 1 years required 1 years completed				
G College-Preparatory Electives 1 years required 1 years completed				

How to Get Involved

To learn more about becoming a College Next partner district or affiliated college, email:

partnership@californiacolleges.edu

College Next brings the data-informed tools and services of CCGI to your region free of charge for a four-year period. Time frames vary across region.

To find the specific period for your region, go to <https://CollegeNext.org>, click on Regional Approach, and find your region.

California College
Guidance Initiative

DATA SHARING AND SERVICES PARTNERSHIP AGREEMENT

Between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

On behalf of:

The California College Guidance Initiative

And

LOS BANOS UNIFIED SCHOOL DISTRICT

Agreement No. 00002622

This Data Sharing and Services Partnership Agreement (“Partnership Agreement”) is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization (“Foundation”), on behalf of the California College Guidance Initiative (“CCGI”), and the Los Banos Unified School District (“District”), to set forth the roles and responsibilities of the Parties related to District’s uploading of its students Education Records to www.CaliforniaColleges.edu or hereinafter (“CaliforniaColleges Website”) and Foundation’s provision of account support services on the CaliforniaColleges Website.

I. RECITALS

WHEREAS, Foundation is the official nonprofit organization supporting the California Community College Chancellor's Office and the California Community Colleges Board of Governors and its mission to benefit, support and enhance the California Community College system;

WHEREAS, CCGI is a campaign operated by the Foundation on behalf of all educational segments in California, in order to ensure the awareness and utilization of online planning tools in K-12 districts and systematic baseline guidance and support for 6th-12th grade students as they plan, prepare and finance college;

WHEREAS, CCGI transmits student transcript data across institutions to help inform admissions, enrollment, placement, guidance and financial aid at institutions of higher education.

WHEREAS, the California Community College Chancellor’s Office has demonstrated its support for CCGI as the data provider of choice, by funding the College Next Program throughout California’s Central Valley,

WHEREAS, the Family Educational Rights and Privacy Act (“FERPA”), 34 CFR §99.31(a)(1)(i)(B) and the California Education Code, §49076 (a)(2)(G), allow District to disclose student data to Foundation, without parental consent, in order to provide services to District that the District otherwise could have provided with its own employees; and

WHEREAS, the purpose of this Partnership Agreement is to set forth the roles and responsibilities of the Parties related to District's uploading of Education Records to the CaliforniaColleges Website and Foundation's provision of account support services on the CaliforniaColleges Website.

THEREFORE, the Parties desire and agree to enter into this Partnership Agreement in furtherance of the purpose stated below.

II. DEFINITIONS

The following capitalized terms when used in this Partnership Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Partnership Agreement.

"Partnership Agreement" shall have the meaning set forth in the preamble above and includes all exhibits (see below), schedules and other attachments hereto, as each may be amended in a writing signed by both Parties from time to time.

- Exhibit A: List of Authorized Third Parties**
- Exhibit B: Data Privacy and Security Addendum**
- Exhibit C: Data File Technical Specifications**
- Exhibit D: District Partnerships Matrix**

"Authorized Third Party" shall mean an entity, identified by District on the **Notice of Authorized Third Parties**, attached to this Partnership Agreement as **Exhibit A**, and hereby incorporated by reference, authorized by the District to utilize the Services (as defined below) in accordance with this Partnership Agreement.

"Business Day" shall mean a Monday, Tuesday, Wednesday, Thursday or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California are authorized by law to remain closed and (ii) those days, not to exceed eleven (11) in any calendar year, which Foundation and/or District treats as a holidays but would otherwise be Business Days.

"Confidential Information" shall mean any and all information, data, Software (as defined below), know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing. Confidential Information shall include, but not be limited to, all information, data, Software, know-how, and intellectual property that is (a) marked as "confidential" or "proprietary" at the time it is provided by or on behalf of the Party providing it, (b) expressly stated by or on behalf of the Party providing it to the Party receiving it at the time of disclosure to be considered confidential or proprietary, or (c) would under the circumstances be recognized by someone generally experienced in business affairs to be confidential or proprietary.

"CaliforniaColleges Website" shall mean the Internet website located at www.CaliforniaColleges.edu. The Foundation is responsible for directly contracting and compensating a third-party technology vendor

("Vendor") for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, attached to this Partnership Agreement as **Exhibit B**, and herein incorporated by reference. This definition shall also include any successor website thereto including any such site established on some other form of interactive digital or electronic communications offered over or via any alternative or successor broad band or narrow band network or method of broadcast including wireless, intranets, extranets and interactive television or cable.

"Data Breach" shall mean actual evidence of the loss or unauthorized access to or unauthorized use of Student Data (as defined below) uploaded to the CaliforniaColleges Website.

"Education Record" shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

"Effective Date" shall have the meaning set forth in Section III.A of this Partnership Agreement.

"Eligible Student" shall mean a student who has reached 18 years of age or is attending an institution of postsecondary education.

"Misuse" shall have the meaning as set forth in Section IX.A of this Partnership Agreement.

"Party" or "Parties" shall mean either Foundation, on behalf of CCGI, or District, or both.

"Student Data" shall mean any information (a) contained in a student's Education Record maintained by or for the District and provided to the CaliforniaColleges Website by an employee or agent of the District; or (b) acquired directly from a student or parent or legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent or legal guardian by District. Student Data includes Personally identifiable information (defined below). Student Data does not include information created by a student, including, but no limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of that information.

"Services" means the services and levels of support offered by Foundation and accepted by District, as described in Section V.D of this Partnership Agreement.

"Software" shall mean, at a minimum, the computer programs, in machine-readable object code and source code, created by Vendor, pursuant to its separate agreement with the Foundation, in order to develop, operate and maintain the CaliforniaColleges Website.

"Personally identifiable information" or "PII" shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

"System User" shall mean any student or parent whose Student Data are disclosed to the CaliforniaColleges Website by the District or by a student (or parent) who is assigned to use the CaliforniaColleges Website by the District.

Any other capitalized terms used in this Partnership Agreement that are not defined in this Section or in any exhibit, schedule or other attachment that is expressly incorporated into this Partnership Agreement, shall have the meaning given to them in this Partnership Agreement.

III. TERM AND TERMINATION

A. Term. This Partnership Agreement will be deemed to be effective as of the date the Partnership Agreement is fully executed by all signatories to the Partnership Agreement (“Effective Date”) and will continue until terminated by either party pursuant to Section III(B),(C), or (E). Fees assessed under this Partnership Agreement will be fully subsidized by the California Community College Chancellor’s Office until June 30, 2022.

B. Termination for Convenience. The Parties shall have the right to terminate this Partnership Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section X of this Partnership Agreement at least thirty (30) calendar days in advance of the Termination Date.

C. Termination for Cause. Either party shall have the right to terminate the Partnership Agreement immediately upon written notice to the other Party upon the occurrence of a material breach of this Partnership Agreement, including a material breach with respect to the any representations and warranties which remain uncured for more than sixty (60) days after the non-breaching Party provides notice of such material breach to the other Party.

D. Handling of Data Following Termination of Partnership Agreement

1. **Deletion of Data.** Education Records provided under the Partnership Agreement shall be destroyed by Foundation and Vendor upon termination of this agreement or within thirty (30) days from the date on which District requests destruction of the data or determines that such student data are no longer needed for the purposes of this Partnership Agreement. In order to commence the procedure for requesting destruction of Education Records, District shall provide written notice to the Foundation as specified in Section X, requesting destruction of the data. Upon receipt of District’s written notice, the Foundation and Vendor agree to use reasonable commercial efforts to certify within thirty days (30) after the Termination Date that Education Records are no longer retained or accessible to the Foundation and Vendor.

2. **Requests for Return of Data to District.** In lieu of destruction of Education Records, as provided in Sec. III.D.1, the District may request return of the data. In the event of such a request, the District shall provide thirty days (30) advance written notice to the address listed in Section X of this Partnership Agreement to the Foundation. Upon request and notice by District in accordance with this Section III.D.2, Foundation shall provide assistance with the migration and conversion of historical data in a flat file or other format reasonably requested by District and reasonably acceptable to Foundation. District shall be responsible for all costs and expenses associated with such requests including but not limited to costs for migration and data conversion and shall otherwise cooperate with Foundation to transfer such data to the District.

3. **Retention of Student Data by the System User after Termination.** The Parties acknowledge and agree that the requirements provided in Section III.D.1 shall not apply to

Student Data if the student or the student's parent supplied such Student Data to CaliforniaColleges Website and elects upon termination of the Partnership Agreement to continue to maintain a personal account with Foundation: (1) for the purpose of storing their individual data; (2) in the event the student or parent elects to retain their data in the CCGI Program for purposes of continuing to obtain the benefits of participation in the CCGI Program; or (3) if the student or parent elects to continue to obtain the service offerings from any other Authorized Third Party with which the supplying System User has elected to share their Student Data through the CCGI Program for the educational purposes set forth under the Partnership Agreement.

- E. Termination for Funding Contingency:** It is mutually understood and agreed that if the Foundation does not receive sufficient funding from the California Community Colleges Chancellor's Office to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing District with written notice of termination in accordance with Section X of this Partnership Agreement at least fifteen (15) calendar days in advance of the Termination Date.

IV. DISTRICT RESPONSIBILITIES

A. Data Sharing

1. District shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in **Exhibit B**.
2. District shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a District high school.
3. District agrees to verify accuracy of courses entered by District into the University of California ("UC") Course Management Portal at the UC Office of the President.
4. District agrees to upload Education Records, in accordance with the **Data File Technical Specifications**, attached as **Exhibit C** to this Partnership Agreement, and hereby incorporated by reference.

B. Implementation

1. District shall provide Foundation with a list of all approved Authorized Third Parties on **Exhibit A**, who should be included in this agreement; including but not limited to any non-profit organizations or higher education partners that provide student support services, youth development and college planning or preparation services under a separate service and data-sharing agreement with the District.
2. District shall make staff, appropriate technology resources and space available for ongoing professional development and user support.
3. District agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all System Users.
4. District agrees to designate a responsible individual ("Implementation Lead") to (1) assist the Foundation during implementation phase including providing any necessary support to

Vendor; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.

V. FOUNDATION RESPONSIBILITIES

A. Data Ownership. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. Compliance with Laws. Foundation shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in **Exhibit B**.

C. Technical and Service Level Support. The CaliforniaColleges Website is operated and maintained by Vendor. All technical and service level support is provided directly by Vendor. Districts should reach out to their CCGI regional contact person in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

D. Scope of Services. “Services” means the enhanced services and levels of support offered by Foundation under this Partnership Agreement or on the CaliforniaColleges Website that are not already provided free of charge, including any associated offline components, which generally includes the following Additional information is provided on the **District Partnerships Matrix**, attached as **Exhibit D** to this Partnership Agreement, and hereby incorporated by reference. **Exhibit D** delineates which Services are available to District (referred to in **Exhibit D** as a “Partner District”) via this Partnership Agreement, which is above and beyond the open access resources and basic services available to school districts and students statewide (referred to in **Exhibit D** as “Non-Partner Districts”) free of charge:

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the District to ensure the data is properly uploaded in CCGI's file format and in accordance with the requirements and instructions as more fully set forth and incorporated herein as Exhibit C to this Partnership Agreement.
2. Education Records and Student Data will be maintained and processed by CCGI on behalf of the District in a manner that meets the standards of the California Community Colleges, California State University (“CSU”), California Student Aid Commission, and University of California systems for verified transcript data.
3. Foundation will provide an audit report of District’s A-G course listings in the UC Course Management Portal database to identify discrepancies. Foundation agrees to provide guidance and support to District staff for purposes of reconciliation of any identified discrepancies.
4. CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Ability for students to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the Course Management Portal at the University of California Office of the President

(CMP), and which enables students, their families and educators in their school and District to track application submission.

6. Ability for students to initiate their Free Application for Federal Student Aid (“FAFSA”) from within the CaliforniaColleges.edu, in a manner that allows students, their families and educators at their school site or District to track the launch of this application and which enables CCGI to provide the California Student Aid Commission with information that supports the Cal-grant eligibility determination process.
7. Ability for students to launch their Application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
8. Ability for students to launch additional college and financial aid applications as additional institutions develop articulation agreements with the Foundation, on behalf of CCGI.
9. Dedicated staffing to support:
 - a) Definition of grade level college and career planning goals;
 - b) Identification of associated tools, activities and lesson plans that will allow students to achieve those goals;
 - c) Site level plans for how those activities and lessons will be rolled out at each campus;
 - d) Intensive support to the adults who will mediate those experiences for students (teachers, counselors, career techs, etc.);
 - e) Support in looking at the data associated with our joint work to ensure that we are helping the District to meet its annual targets and ensure progress towards its overarching goals; and
 - f) Support efforts between System Users and Authorized Third Parties by training and supporting those Authorized Third Parties in those districts and by adding them as optional “sites” to which System Users' individual portfolios can be connected for support in college planning and preparation.

VI. FEES AND PAYMENT FOR SERVICES

1. Foundation will provide the Services under this Agreement District free of charge as long as Foundation continues to receive funding from the California Community Colleges Chancellor’s Office in support of its region-wide approach to college and career planning.
2. In the event that funding from the California Community Colleges Chancellor’s Office is not sustained in future years, the Parties understand that the Foundation will assess and charge a fee for services provided to the District. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide District with a 90-day notice in the event that California Community Colleges Chancellor’s Office funding is reduced or discontinued.

VII. INTELLECTUAL PROPERTY

A. Data Ownership. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. Proprietary Rights and Licenses

1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Foundation reserves all of its rights, title and interest in and to the Services, including all of Foundation's related intellectual property rights in the Software. No rights are granted to District hereunder other than as expressly set forth herein.
2. **License by District to Use Feedback.** District grants to Foundation a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by District or Users relating to the operation of the Services.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification Obligations of the Parties in the Event of A Data Breach

1. Foundation

- a) Foundation's indemnification obligations under this Section VIII.A.1 of this Partnership Agreement shall continue in full force and effect during the Term of this Partnership Agreement.
- b) Foundation shall, at its own expense, indemnify, defend, and hold harmless District from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that the Loss arises solely from Foundation's loss or unauthorized access or use of Student Data and does not arise as the result of: (1) any Misuse by District as defined in Section IX.A of this Partnership Agreement; (2) any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District, (3) any action or inaction by an Authorized Third Party or System User.
- c) District shall promptly (and in no event more than ten (10) calendar days after District receives notice of a potential or actual Loss notifies Foundation of such Loss that may give rise to an obligation of Foundation under this Section VIII.A.1.
- d) Foundation promptly takes reasonable actions, if any, to mitigate the harm caused as a result of the data loss or disclosure.

2. District

- a) District's indemnification obligations under this Section VIII.A.2 of this Partnership Agreement shall continue in full force and effect during the Term of this Partnership Agreement.
- b) District shall, at its own expense, indemnify, defend, and hold harmless Foundation from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that: the Loss arises solely from District's Misuse of the CaliforniaColleges Website or System or any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District including any Authorized Third Party.

B. Mutual Indemnification. Each Party to this Partnership Agreement (“Indemnitor”) agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, employees, agents (collectively “Indemnitees”) against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys’ fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnitor’s performance or omissions related to same under this Partnership Agreement, except as otherwise provided in Section VIII.A above; (b) any breach by Indemnitor of this Partnership Agreement. The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee’s approval shall not be unreasonably withheld. The Indemnitor shall furnish Indemnitees with all related evidence in its control. Nothing in this Partnership Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law.

C. Insurance

1. District. At District’s sole cost and expense, District will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of District and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers’ compensation as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds. District, upon the execution of this Partnership Agreement, shall cause their insurance carrier(s) to furnish Foundation with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by District and/or Indemnitor shall be primary, and not contributory, to any insurance carried by Foundation.

2. Foundation. At Foundation’s sole cost and expense, Foundation will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of Foundation and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers’ compensation as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time. Foundation, upon the execution of this Partnership Agreement, shall cause their insurance carrier(s) to furnish District with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by Foundation and/or Indemnitor shall be primary, and not contributory, to any insurance carried by District.

IX. GENERAL TERMS AND CONDITIONS

A. Misuse of CaliforniaColleges Website

District acknowledges and agrees that this Section IX.A shall set forth the certain acts which shall either singularly or collectively constitute (“Misuse”) under this Partnership Agreement. The Parties agree that the below Sections IX.A.1 through IX.A.8 shall not be construed to limit Foundation with respect to a determination of any other acts which may constitute Misuse under this Partnership

Agreement and which may not otherwise be included in this Section IX.A in Foundation's sole discretion. District agrees that it shall not, nor allow any System Users under the direct control of District to engage in any of the acts as set forth below:

1. Access or use CaliforniaColleges Website in breach of the terms of this Partnership Agreement;
2. Access or use CaliforniaColleges Website in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
3. Access or use CaliforniaColleges Website for any unauthorized, fraudulent or malicious purpose;
4. Access or use CaliforniaColleges Website in a manner that could damage, disable, overburden or impair the CaliforniaColleges Website so as to diminish or destroy Foundation or Vendor's ability to provide CaliforniaColleges Website to System Users;
5. Share, obtain or use, or attempt to share, obtain or use, CaliforniaColleges Website related access codes or passwords;
6. Engage in any act that would cause Foundation or Vendor's failure in maintaining the integrity of CaliforniaColleges Website;
7. Engage in any use of CaliforniaColleges Website or engage in any acts which could substantially interfere with or substantially degrade the website and impact System Users;
8. Violate the CaliforniaColleges Website Terms of Use, or violate the terms of use for any Foundation or Authorized Third Party applications hosted by or accessible within CaliforniaColleges Website for utilization by System Users.

B. Confidential Information

1. District and Foundation each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a "Recipient") in connection with this Partnership Agreement from the other Party (in such capacity a "Discloser") solely for the purposes contemplated by this Partnership Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. All Confidential Information provided in connection with this Partnership Agreement:

- a) Shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except those of its own employees and professional advisors who have a reasonable need to know said Confidential Information for the purpose or purposes described above, who are informed of the confidential and proprietary nature of the Confidential Information, and who have agreed in a writing in favor of the Recipient to protect the confidentiality of the Confidential Information with terms at least as restrictive as those in this Section IX.B;

- b) Shall be treated by the Recipient with at least the same degree of care utilized by Recipient to protect its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care;
- c) Shall not be used by the Recipient for its own purposes, except as otherwise expressly provided in this Partnership Agreement; and
- d) Shall remain the property of and be returned to the Discloser or, at the Discloser's election, destroyed (along with all copies or other embodiments thereof) immediately upon the termination or expiration of this Partnership Agreement for any reason and by either Party.

2. The obligations of a Recipient pursuant to this Section IX.B hereof shall not apply, however, to any Confidential Information which (i) at the time it is delivered to the Recipient hereunder is already in the public domain or subsequent to such delivery comes into the public domain in a manner that does not involve a breach of this Partnership Agreement by the Recipient or its employees or advisors; (ii) at the time it is delivered to the Recipient hereunder is already in the Recipient's possession free of any obligation of confidentiality; (iii) is received independently by the Recipient from a third Party who is entitled to disclose such information to the Recipient; (iv) is subsequently independently developed by the Recipient without use of or benefit from or reference to the Confidential Information of Discloser.

3. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with any such requirement the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose.

C. Representation, Warranties and Covenants of the Parties

1. Exchange of Information. The Parties represent and warrant that all information that each Party presently knows or reasonably should recognize to be materially relevant to the other Party's understanding of their obligations under the Partnership Agreement has been provided to that Party.

2. Compliance with Laws. The Parties agree to comply with all applicable national, state, and local laws and regulations in the performance of their obligations under the Partnership Agreement, including but not limited to the observance of all applicable laws and regulations related to the privacy and security of the Student Data provided by any System User.

3. Relationship of the Parties. Foundation is acting as an independent non-profit organization to facilitate the Services under this Partnership Agreement for the purposes as set forth in the Recitals. Foundation is neither an employee, subcontractor, nor an agent of District. Foundation shall have no right or authority to enter into agreements on behalf of or otherwise

bind, District, and District shall have no right to enter into agreements or otherwise bind Foundation.

4. **Due Authorization.** Each of the Parties represents and warrants that (i) it has all requisite power, authority, and capacity to enter this Partnership Agreement and to perform its obligations herein; (ii) the execution and delivery of this Partnership Agreement by such Party and the consummation of the transactions contemplated herein by such Party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; and (iii) this Partnership Agreement constitutes a valid, legally binding Partnership Agreement of such Party, enforceable against such Party in accordance with its terms.

5. **Other Instruments.** Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Partnership Agreement by such Party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated herein will not violate, conflict with, result in a breach of or constitute a default under its certificate of incorporation or other charter instrument, by-laws, or any instrument or agreement to which it is a Party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.

6. **Covenant of Further Assistance.** In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Partnership Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection

D. Disclaimer of Warranties. FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION OR VENDOR HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DISTRICT ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET DISTRICT'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

E. Limitations of Liability. IN NO EVENT WILL FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY FOUNDATION HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR DISTRICT'S MISUSE OF THE CALIFORNIA COLLEGES WEBSITE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA OR ANY OUTPUT, EVEN IF FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS

AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE DISTRICT'S DIRECT DAMAGES, ACTUALLY INCURRED. NOTWITHSTANDING THE FOREGOING, FOUNDATION'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY FOUNDATION IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO REPROCESSING APPLICABLE DATA OR REPERFORMING THE SERVICES. FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM FOUNDATION'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY FOUNDATION; OR (B) BY THIRD PARTIES, EVEN IF FOUNDATION WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN. DISTRICT ACKNOWLEDGES THAT FOUNDATION HAS SET ITS FEES, IF ANY, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

F. Mutual Audit Rights of the Parties. The Parties shall be entitled to upon reasonable notice to the other party an opportunity to conduct compliance audits under 20 U.S.C. Section 1232g. The Parties shall negotiate the scope, length and terms of such audits in good faith between each Party's representatives.

G. Independent Status. Foundation is an independent non-profit entity, in business for itself, which shall perform the specific tasks relative to providing technical support and related Services to fulfill the terms of this Partnership Agreement. Foundation does not have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of District.

H. Waiver. No verbal or implied waiver of any breach of any provisions of this Partnership Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Partnership Agreement. Any waiver by either party must be in writing and delivered to the other party.

I. Governing Law. This Partnership Agreement shall be construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

J. Counterparts. This Partnership Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Partnership Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Partnership Agreement.

K. Entire Agreement. This Partnership Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and

replaces any and all prior and contemporaneous communications between Foundation and District regarding such subject matter.

L. Construction of Partnership Agreement. Both parties have participated in the negotiation and drafting of this Partnership Agreement. Therefore, the terms and conditions of this Partnership Agreement shall not be construed against either party as the drafting party.

M. Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this Partnership Agreement on behalf of themselves or the party on whose behalf they execute this Partnership Agreement.

N. Survival. Sections II, III.D, IV.A-B, V.A-D, VI, VII.A-B, VIII.A-C, and IX.A-O of this Partnership Agreement shall survive Termination of the Partnership Agreement.

O. Severability. If any part of this Partnership Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Partnership Agreement will remain in full force and effect.

X. NOTICE

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

CCGI:

Name: Contracts Manager

Email: ccgicontracts@californiacolleges.edu

Mailing Address:

Foundation for California Community Colleges

Attn: Contracts Department

1102 Q Street, Suite 4800

Sacramento, CA 95811

DISTRICT:

Name Amer Iqbal

Email: aiqbal@losbanosusd.k12.ca.us

Mailing Address:

1717 South 11th Street, Los Banos, CA 93635-4800

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

DISTRICT *(if second signature required)*

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION *(if second signature required)*

By: _____

Print Name: _____

Title: _____

Date: _____

CCGI *(if signature required)*

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

NOTICE OF AUTHORIZED THIRD-PARTIES

- I. **Purpose:** Irrespective of the authorized disclosure described in Section III of Exhibit B, “Data Privacy and Security Addendum,” the above-named District (“District”) hereby authorizes and requests the Foundation for California Community Colleges (“Foundation”) on behalf of CCGI to provide access to District’s Student Data and Education Records to Participating Third Parties. District shall inform Foundation of the Participating Third Parties who are authorized to access District’s student data by completing the Form located at <https://www.tfaforms.com/4652875> and incorporated by reference. Access is provided via the CaliforniaColleges.edu platform. Educators from Participating Third Parties will be provided “affiliate level” educator accounts that enable them to view student’s academic and college/career plans in real time when a student links themselves to the Participating Third Party as a secondary connection on their account.
- II. **Term:** This Authorization becomes effective on the date this Agreement signed by District. It will remain in effect until termination of this Data Sharing Agreement between the Foundation and District (“the Agreement”).
- III. **Termination:** If at any time District intends to terminate a Participating Third Party’s access to the Student Data and Education Records, District shall immediately notify appropriate Foundation personnel (described in Section X of the Agreement). Foundation shall to the best of its ability terminate the Third Party’s access to the Student Data and Education Records immediately, but in all cases, access shall be terminated within 2 business days.
- IV. **Modification:** If at any time District intends to modify the Participating Third Party’s access to Student Data and Education Records, District shall make a request to the Foundation for approval in writing, as described in the Notice Section of the Agreement. The Foundation will then make the necessary modifications.
- V. **Authorization & Accepted Use:**
 - a. Under this Authorization, District authorizes the approved Participating Third Parties to access all Student Data and Education Records shared by District with CCGI under the Agreement and any User Generated Data entered by users. This authorization is limited to read-only access to Student Data and Education Records. This authorization is further limited only to the individuals and/or departments at each Participating Third Party who have been approved by District.
 - b. Through this Authorization, the District expressly acknowledges and confirms that the Participating Third Parties have a legitimate educational interest in the Student Data and Education Records being shared.
 - c. Through this Authorization, the District and Foundation expressly acknowledges and confirms that providing access to Student Data and Education Records to Participating Third

Parties is in full compliance with the Federal Education Rights and Privacy Act (“FERPA”) and other applicable Federal, State, and Local Laws.

- d. District understands that the Foundation will require any Participating Third Party that is approved for access to District data to accept the terms of use and privacy policy posted on CaliforniaColleges.edu and agree to comply with all the terms and conditions of this Agreement between Foundation and District.
- e. Accessed Student Data shall be used only for the purpose of assisting the student in planning or preparing for college or a career and seeking admission to college and financial aid for college. Foundation’s Data Sharing Agreement with Participating Third Parties shall ensure:
 - i. Student data may only be shared with the Third Party’s employees and contractors if they have a legitimate need for the data in order to perform services within this purpose for the students.
 - ii. The Third Party may not disclose the accessed data to subsequent third parties, and must maintain reasonable security procedures to protect the data
 - iii. The Third Party may not sell the accessed data or use them for targeted advertising or to amass a profile about any student except in furtherance of the specific purposes described above.
 - iv. The Third Party must destroy accessed data if requested by the student or by the Foundation or, if the data are provided by a school district, by the school district.

California College

Guidance Initiative

EXHIBIT B

DATA PRIVACY AND SECURITY ADDENDUM

The purpose of this addendum is to provide a more detailed review of federal and state data privacy and security compliance measures that apply to this Partnership Agreement, specifically addressing the requirements of the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act of 1998 (“COPPA”), California Education Code Section 49073.1, commonly referred to as California Assembly Bill 1584 (or “AB 1584”), and California Business and Professions Code Section 22584, commonly referred to as the “Student Online Personal Information Protection Act” (or “SOPIPA”) or “SB 1177”.

The Foundation for California Community Colleges (“Foundation”), on behalf of its fiscally sponsored project, the California College Guidance Initiative (“CCGI”), receives public funding via the Riverside County Superintendent of Schools, for the purpose of developing, operating, and maintaining the CaliforniaColleges Website (as defined in the Partnership Agreement). Foundation, on behalf of CCGI, sub-contracts with a third party vendor (“Vendor”) to perform the development, operation, and maintenance work. Foundation staff perform data analysis, district support, and serve as the direct point of contact for CaliforniaColleges Website users, as well as managing data sharing relationships and technological articulations with institutions of higher education and financial aid providers.

Foundation Contact for Data Privacy and Security Inquiries

Benjamin Baird
Director of Data Management
California College Guidance Initiative
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
(916)952-3785
Bbaird@californiacolleges.org

Vendor Contacts for Data Privacy and Security Inquiries

Satish Mirle
Chief Executive Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408) 332-1534
satish@maialearning.com

Barry Coleman
Chief Technology Officer
MaiaLearning, Inc.
871 Sycamore Drive

Palo Alto, CA 94303
(408)718-9636
Barry@maialearning.com

I. DATA COLLECTION

- A. Foundation, on behalf of CCGI, collects the following information from Districts and/or directly from System Users:
 1. Via district-wide electronic transcript file:
 - a) School demographic data
 - b) Student demographic data
 - c) Student course data
 - d) Student test data
 - e) Student ethnicity data
 2. Via district-wide electronic course catalog file:
 - a) Course data
 3. Via CaliforniaColleges.edu:
 - a) Student-generated data resulting from college and career planning activities like college lists, career lists, major lists, and career assessment results.
- B. As indicated in the Partnership Agreement, Education Records, including Student Data, collected from the District continue to be the property of and under the control of the District.
- C. A parent, legal guardian, or Eligible Student must contact District to correct any erroneous information that was uploaded by District into a CaliforniaColleges Website account, as the District is responsible for verifying the accuracy of its Student's Data. Upon receipt of a request to amend erroneous information uploaded by District, District shall notify Foundation and provide to the Foundation an amended transcript file with the correct information. Upon receipt of the amended transcript file, Foundation through Vendor shall upload the amended transcript file within a commercially reasonable time.
- D. Upon termination of this Partnership Agreement, System Users will be provided notification and instructions on steps to take in order retain possession and control of their own student-generated data, if applicable.
- E. Unless a System User elects to maintain their CaliforniaColleges Website account beyond the Term of this Partnership Agreement, any Student Data uploaded by District will not be retained or available to Foundation or any third party upon termination of this Partnership Agreement.

II. DATA USE

- A. The information listed above is used to create student portfolios on the CaliforniaColleges Website for use in college and career planning and guidance activities.
- B. Education Records, including Student Data, may only be used as specifically required or permitted by this Partnership Agreement.
- C. Foundation shall not sell, use or permit any third party to use Student Data, including PII, for commercial purposes or for targeted advertising.

III. WHO HAS ACCESS TO DATA (AUTHORIZED DISCLOSURE)

- A. The information from student's portfolios is only disclosed to the officials or employees of the following groups who have a legitimate interest in the information for purposes consistent with this Partnership Agreement:
1. Foundation (collects and maintains Student Data)
 2. Vendor (maintains Student Data)
 3. CaliforniaColleges Website and FTP infrastructure (will not access or use content for any purpose other than as legally required and for maintaining services, and will not directly process or access content)
 4. Any Authorized Third Party listed in Exhibit A to this Partnership Agreement (can view Student Data once a student has linked their account to that entity)
 5. Any College or College System to which a System User has applied for admission (can be provided Student Data for the purposes of admission, enrollment, matriculation, placement and supportive services)
 6. System-wide Offices of Educational Segments in California and their employees, contractors, and vendors with a legitimate educational interest in the data for the purpose of performing longitudinal analysis
 7. Any Financial Aid Organization to which a System User has applied for aid, or with whom the District has legally shared Student Data under California law, including, but not limited to, the California Student Aid Commission ("CSAC").
 - a) Under California Education Code §69432.9 Districts are generally required to provide and verify their student's grade point average to the CSAC for the Cal Grant Program application. The Foundation, on behalf of CCGI, and the CSAC may provide PII to CSAC to support CSAC's data matching process by providing CSAC data elements that help to associate the correct SSID with the student's FAFSA if it is launched via the CaliforniaColleges.edu platform. This data matching assistance helps to facilitate the determination of Cal Grant Program eligibility for students who attend and graduate from a District.
 8. Foundation may provide Student Data in an aggregated, non-personally identifiable form, to other contracted entities for the purpose of evaluating the impact and effectiveness of the CCGI program.
- B. The Parties shall maintain policies and procedures for the designation and training of responsible staff members to ensure the confidentiality and security of Student Data. The Foundation provides data security and privacy training on an annual basis to CCGI staff handling student data. The training covers Federal, State, and Local regulations for maintenance of student data, as well as best practices. All new staff undergo data security and privacy training prior to gaining access to CaliforniaColleges.edu. All data is encrypted both at rest and during transmission using commercially reasonable practices.

IV. UNAUTHORIZED DISCLOSURE

- A. The Foundation agrees to maintain an incident response program for purposes of memorializing Foundation's obligations under applicable law in the event Foundation detects any loss due to a Data Breach, or unauthorized access or use of Education Records or Student Data. Upon confirmation of a Data Breach, Foundation will notify District in accordance with its obligations under applicable law.
- B. District is responsible for any notices to parents as may be required under applicable law and for providing the parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the

contents of the Student Data in question. The Foundation shall cooperate with the District in providing such notices and opportunities to review and challenge the content of the Student Data.

- C. The District agrees to cooperate fully with Foundation to ensure Foundation can comply with any notification obligations Foundation may have to student or any other parties for which notification by Foundation may be required under FERPA and any other applicable law.

California College

Guidance Initiative

EXHIBIT C

DATA FILE TECHNICAL SPECIFICATIONS

Exhibit C is included for purposes of more fully describing the Data file and the Data file elements utilized by Foundation for the creation of accounts at www.californiacolleges.edu and to provide transparency with respect to the population of the System Users' plans of study with enrolled and completed courses. In collaboration with district needs, the data File Technical Specifications may be iterated over time.

Refer to: CCGI Partnership - Student Transcript File Format

District agrees to provide a centralized upload (not school site by school site) of Education Records from the local SIS system into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. Files shall be uploaded on a monthly basis. District may conduct these uploads more frequently if desired, however at least one upload per month is required. In order to ensure that student accounts are populated with current and accurate data, the district must provide uploads:

- 1) Phase I data file (at minimum, school demographic information and student demographic information)
 - a. Several weeks prior to the first week of school to ensure that student accounts can be auto-generated and used by educators for training purposes.
- 2) Phase II data file (complete electronic transcript file)
 - a. At the start of the school year
 - b. Immediately preceding the CSU and UC Application period (currently October 1- November 30)
 - c. At the end of each term, once grades have posted.
 - d. Immediately preceding the district course scheduling period
 - e. At the end of the school year, once final grades have posted and seniors have graduated.

The upload protocol is as follows:

- a) Review all data specifications with Foundation/CCGI team for Phase 1 data files (at minimum, school demographic information and student demographic information).
- b) Prepare and upload Phase 1 data files.
- c) Make any necessary corrections to Phase 1 data files to meet upload requirements.
- d) Conduct final review of testing on test site to ensure accuracy of Phase 1 upload.
- e) Review all data specifications with CCGI team for Phase 2 data files (complete electronic transcript file).
- f) Prepare and upload Phase 2 data files
- g) Make any necessary corrections to Phase 2 data files to meet upload requirements.
- h) Conduct final review of data on test site to ensure accuracy of Phase 2 upload.

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EXHIBIT D

DISTRICT PARTNERSHIP MATRIX

Services provided by Foundation generally include products, services, and levels of support agreed to by District under a separate fee-based service agreement and are summarized in the CCGI District Partnerships matrix (“District Partnership Matrix”), attached hereto and incorporated by reference. For purposes of the District Partnership Matrix, the following definitions apply:

“Partner Districts” are Districts that have current and valid agreements with Foundation for data sharing and fee-based services associated with the CaliforniaColleges Website; and

“Non-Partner Districts” are Districts that do not have current and valid agreements with Foundation for data sharing and fee-based services associated with the CaliforniaColleges Website.



CaliforniaColleges.edu Functionality, Resources, and Services

Open Access (Non-Partner) vs. Partner Districts

Functionality, Resource, or Service	Open Access	Partner District
College, Career, and Financial Aid Planning		
Content	X	X
— Curated college, career, and financial aid planning content for students and families		
Grade-level Activities	X	X
— Associated 6 th -12 th grade curriculum that guides students through the step-by-step development of a postsecondary plan ¹		
Search Tools	X	X
— College, major, and career		
— Scholarship (future release) ²		
Career Assessments	X	X
— Interest Profiler (all students)		
— Learning Styles Inventory (middle school students)		
— Multiple Intelligences and Do What You Are (high school students)		
My Plan	X	X
Student progress and activities are stored in a personalized digital portfolio, which is broken up into eight sections:		
— Academic Planner (plan high school courses and track grades)		
— My College Plan (track favorite colleges and majors, college application deadlines and submissions, and test scores)		
— My Career Plan (track favorite careers and completion of assessments)		
— My Financial Aid Plan (track federal and state financial aid applications, including FAFSA, Dream Act, Cal Grant, California College Promise Grant, and Chaffey Grant; favorite scholarships; EFC calculation; and Financial Aid comparisons)		
— My Goals (create SMART goals for academics, college, career, and financial aid)		
— My Journal (complete journal prompts and self-reflections)		
— My Experiences (log volunteer, work, or extracurricular activities)		
— My Documents (up to 50MB of free storage space per student for resumes, college essays, financial aid award letters, assignments, or other documents)		
Academic Planning		
Basic Academic Planner	X	
— Completed, enrolled, and planned coursework is self-reported by students		
— Type look-ahead menu to select “a-g” courses from UCOP’s Course Management Portal (CMP)		
Advanced Academic Planner		X
— Completed and enrolled course data comes directly from district student information system (SIS) via the transcript file and cannot be changed by students		
— Type look-ahead menu to plan future high school courses using the school’s course catalog		
U and UC Eligibility Tools ³		X
— Considers CSU and UC validations and exceptions		
— Considers test scores when the district includes them in file submissions		
— Considers repeated coursework and college coursework when such coursework is accurately entered in the CMP and the district includes them in file submissions ⁴		

¹ Students in open access districts must be 13 years of age or older to create an account.

² CCGI will curate a scholarship database to ensure students only get high quality matches and reliable information.

³ Accuracy is dependent on the quality of district file submissions.

⁴ See CSU & UC Counselor Handbooks for more information on acceptable coursework.

Functionality, Resource, or Service	Open Access	Partner District
Application Articulations		
FAFSA and CADAA – Application Launch from CaliforniaColleges.edu — Students' statewide identifier (SSID) can be associated with their FAFSA or CADAA launch, preventing data mismatches that can delay Cal Grant verification. ⁵ — Launch date and submission status is tracked in My Financial Aid Plan .	X	X
CCCApply – Application Launch from CaliforniaColleges.edu — Time and date of application submission is tracked in My College Plan .	X	X
CCCApply – Requests for Transcript Data — CCCs can request student transcript information to support multiple measures for determining first-year placement and provision of services		X
Cal State Apply – Application Launch from CaliforniaColleges.edu — Students can link their Cal State Apply and CaliforniaColleges.edu accounts. When accounts are linked, submission is tracked in My College Plan .	X	X
Cal State Apply – Basic Import of Transcript Data — All coursework from the basic Academic Planner is imported into Cal State Apply as unverified data.	X	
Cal State Apply – Advanced Import of Transcript Data — All coursework from the advanced Academic Planner is imported into Cal State Apply, and CMP-aligned coursework is considered pre-verified for the purposes of admission. ⁶		X
Student Account Management		
Manual Account Management — Student accounts are created or released manually	X	
Batch Account Management — Student accounts are created and released with each transcript file upload		X
Reporting		
Student Account Activity — Completion of Academic Plan and college and career planning activities	X	X
Educator Account Activity — Available based on permissions	X	X
Exports — Export results into usable formats	X	X
Report-Based Actions — Immediately create tasks, send messages, and/or add calendar events for students	X	X
Basic Filtering — by grade level and by date range	X	X
Advanced Filtering — by gender, ethnicity, or special population where applicable and available		X
CSU and UC Eligibility — Deficiencies by subject area and deficiencies in units — Courses flagged as “a-g” by school but not found/matched in CMP		X
College Applications — Students who have applied to a CCC or CSU using their CaliforniaColleges.edu account. — Seniors who have linked their CaliforniaColleges.edu and Cal State Apply accounts, and who have started or completed at least one CSU application.	X	X

⁵ Applies to Open Access only in certain circumstances when the account is created by an educator.

⁶ Courses edited by the student after import are no longer considered pre-verified.

Functionality, Resource, or Service	Open Access	Partner District
Curriculum, Data, and Implementation Support		
Curriculum		
— Provide college, career, and financial aid planning curriculum to facilitate the use of CaliforniaColleges.edu during instructional time	X	X
Data Assistance		
— CMP database audit and assistance with clean-up		X
Implementation Support		
— Facilitate five meetings per year with a cross-functional Leadership Team comprised of district, counseling, data, and site leadership staff to support districts in achieving desired student outcomes.		
— Utilize a Results-Oriented Cycle of Inquiry (ROCI) approach in order to build districts' capability for continuous organizational learning and improvement. ROCI work unfolds in a series of six phases:		
— Partner: Create an authentic partnership.		
— Set Goals: Define desired results.		
— Plan: Create actionable plans to achieve desired results.		
— Act: Put the plan into action.		
— Assess: Monitor the effectiveness of those actions.		
— Reflect & Adjust: Reflect on progress and adjust strategies to ensure desired results.		X

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

 Action X

 Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the overnight fieldtrip for Los Banos High School's Senior Grad Nite at Disneyland on June 2-3, 2020.

BACKGROUND INFORMATION:

Going to Disney's Senior Grad Nite has been a long standing tradition at Los Banos High School. Seniors will leave for the trip on the morning of Tuesday, June 2nd, 2020 and return on the following morning of Wednesday, June 3rd, 2020. The trip will consist of 3-4 charter buses carrying approximately 200 students, 10 teacher chaperones, and 1 administrator. The students and chaperones will be transported in charter buses provided by Awesome Charters and Tours out of Fresno.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Disney's Senior Grad Nite does not support a specific Board goal, but it does celebrate and promote graduating high school. Board approval is needed for all overnight travel involving students.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT:

Each student will need to pay for Grad Nite. Cost is \$240 with an ASB card and \$250 without an ASB card. For every 20 students, Disneyland gives a free chaperone ticket. The money goes towards a one-day park hopper pass and charter buses for the trip.

ORIGINATOR: Veli Gurgen, Principal, Los Banos High School

DATE: November 14, 2019

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action _____

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve Ms. Lori Rizzonelli, one chaperone, and students of the Pacheco High School SkillsUSA to travel to Southern California for a visit to Disneyland on March 23rd – 25th, 2020. They will also participate in a Disney Culinary Arts Workshop. Ms. Rizzonelli, Chaperone and Students will be staying at the Disney's Paradise Pier Hotel in Anaheim, CA

BACKGROUND INFORMATION:

Under the direct supervision of Ms. Lori Rizzonelli and one chaperone, 10 members of the PHS SkillsUSA will travel by two (2) MCOE vehicles for this 2 night/3 day trip.

The SkillsUSA members will have the opportunity to participate in the Disney Culinary Workshop with the chefs of Disneyland. The students will receive a 1-day hopper pass to Disneyland and Disneyland California Adventure. Each student will receive a \$40.00 meal allowance. The students will be able to spend time at Downtown Disney on Monday, the park on Tuesday and returning to Los Banos on Wednesday.

On this journey backstage through the kitchens of Disney California Adventure Park, the students will experience everything from the basics of the kitchen to exploratory careers.

During Disney Culinary Arts, students will:

- Define key terms used by culinary professionals
- Engage with professional chefs to discuss their culinary journey
- Identify and understand various roles in the food service industry
- Learn safe practices for receiving, storing, preparing and serving food
- Discuss techniques for managing dietary restrictions and food allergies
- Explore educational and professional opportunities in the culinary arts
- Discover Disney's culinary heritage and use of theming and storytelling through food
- Examine the importance of teamwork and leadership in the kitchen setting
- Understand the demands of different types of food service locations in an operating theme park
- Trace the journey of a plate through a food service location

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does support a specific Board goal. Here are a few of the California Culinary Standards relevant to the Culinary Workshop:

6.0: 6.3 – Use health and safety practices for storing, cleaning, and maintaining tools, equipment, and supplies.

6.0: 6.6 – Maintain a safe and healthful working environment.

7.0: 7.7 – Demonstrate the qualities and behaviors that constitute a positive and professional work demeanor, including appropriate attire for the profession.

8.0: 8.4 – Explain the importance of personal integrity, confidentiality, and ethical behavior in the

workplace.

- 9.0: 9.2 – Identify the characteristics of successful teams, including leadership cooperation, collaboration, and effective decision-making skills as applied in groups, teams, and career technical student organization activities.
- 9.0: 9.3 – Understand the characteristics and benefits of teamwork, leadership, and citizenship in the school, community, and workplace setting.
- 10.0: 10.1 – Interpret and explain terminology and practices specific to the Hospitality, Tourism, and Recreation sector.
- 10.0: 10.4 – Collaborate with industry experts for specific technical knowledge and skills,
- 10.0: 10.6 – Define and identify the basic principles of food safety and sanitation and the proper techniques for preparing and serving food.
- 10.0: 10.7 – Apply the principles of food purchasing, food preparation and meal management in a variety of settings.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Students receive a special discounted price for attending the culinary workshop. A normal 1-day park hopper usually runs at \$170/ticket. Our One-Day Park Hopper ticket package (\$110/ticket) includes one workshop and admission to both Disneyland and Disneyland California Adventure. All activities will be paid out of SkillsUSA ASB funds, which have been raising funds through fundraisers throughout the year.

ORIGINATOR: Mr. Daniel Sutton, Principal, Pacheco High School

Date: November 14, 2019

Board Reference Material

SUBJECT TITLE: Varsity Boys Wrestling Overnight Travel

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the following student overnight travel requests:

The wrestling team will be competing at the following tournaments, which may include the need to stay overnight (2 coaches will supervise at each event):

- December 27-28, 2019: The Bash, Santa Maria
- January 31, 2020: Sac-Joaquin Section Div. IV Dual Team Championship, Stockton
- February 20-21, 2020: Sac-Joaquin Sections Masters, Stockton
- February 26-28, 2020: CIF State Championship, Bakersfield

BACKGROUND INFORMATION:

All of the tournaments are part of the varsity wrestling schedule; these are the best competitions that is commensurate with the skill and abilities of our wrestlers.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board Goal. All student overnight travel requires prior approval from the Board.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Transportation (1 or 2 suburbans, depending on the event) to be paid from Athletics. Overnight lodging for regular season tournaments is paid by the Wrestling Club Student Body account. Lodging for post-season tournaments is paid from Athletics.

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School
Date: November 14, 2019

Board Reference Material

SUBJECT TITLE: Overnight Travel: Varsity Girls Wrestling

REQUESTED ACTION:

Action X Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve overnight travel for Los Banos High School Varsity Girls' Wrestling and teachers for the following activities:

1. Sac-Joaquin Girls Masters: Stockton, CA, February 20-21, 2020
2. Girls CIF State Wrestling Championships: Bakersfield, CA, February 26-28, 2020

BACKGROUND INFORMATION:

During the regular season, our female members compete most often against male competitors at regular co-ed wrestling tournaments. These prestigious tournaments listed above are expected to attract California's best female high school wrestlers, and give our girls the opportunity to test their skills before possibly qualifying and competing in the National Championship in the post-season.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board goal. All student overnight travel requires Board approval.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Transportation (1 or 2 suburbans, depending on the event) to be paid from Athletics. Overnight lodging for regular season tournaments is paid by the Wrestling Club Student Body account. Lodging for post-season tournaments is paid from Athletics.

ORIGINATOR: Veli Gurgen, Principal, Los Banos High School

Date: November 14, 2019

Board Reference Material

SUBJECT TITLE: Disposal of Obsolete Equipment

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the removal and disposal of obsolete equipment.

BACKGROUND INFORMATION:

District staff recommends the disposal of 16 microscopes which have become inoperable and/or obsolete and are no longer being used by the District. Los Banos High School will dispose of the inoperable and/or obsolete equipment. A list of the obsolete equipment is attached for review.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

.None.

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School

Date: November 14, 2019

Microscopes to be Discarded	Number/Letter
10987-7	23
11003-7	16
10314-7	21
01246-7	19
01247-7	20
01248-7	6
1234	18
01240-7	22
1246	L
1245	26
1244	25
1241	24
207	2
01245-7	E
1242	K
2046	None