

**LOS BANOS UNIFIED SCHOOL DISTRICT
GOVERNING BOARD OF EDUCATION
REGULAR MEETING
Los Banos City Council Chambers
520 J Street – Los Banos, CA 93635
Thursday, September 12, 2019
5:45 – Study Session
6:00 PM – 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 Espinoza

C. Study Session (5:45 P.M)

Kristin O’Dell-National Geographic Certified Educator

D. Closed Session (6:00 P.M)

1. Student Discipline: Cases: #5518352 (Action)
2. Leave Extension Request, classified employee (Section 54957) (Action)
3. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (No Action)
4. Request for waiver from Physical Education graduation requirement, San Luis High School student # 5518917(Action)
5. 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)
6. Public Employee Performance Evaluation (Government Code section 54957) Discussion/No Action Title: District Superintendent

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. Los Banos High School Student Representative, Lizbeth Espinoza will be introduced.

VI. **REPORTS**

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

VII. **NEW BUSINESS**

- A. Unaudited Actuals Financials Reports (Pg 7)

5 Min.

It is recommended the Board adopt the 2018-19 Unaudited Actuals Financial Report as presented. The report will be presented under separate cover.

Motion by _____ Seconded by _____

Proposed Action: Adopt Report

B. Initial Bargaining Proposal /Los Banos Teachers Association (Pg 10) **5 Min.**

The initial bargaining proposal of the Los Banos Teachers Association (LBTA) will be presented, a public hearing held, followed by a recommendation to accept the initial proposal.

1. Open Public Hearing
2. Close Public Hearing

Motion By _____ Seconded By _____

Proposed Action: Hold public hearing; accept proposal

C. Initial Bargaining Proposal /Los Banos Unified-LBTA (Pg 12) **5 Min.**

It is recommended that the Board accept the initial bargaining proposal submitted by the Los Banos Unified School District (LBUSD). Board acceptance of the proposal will follow a public hearing.

1. Open Public Hearing
2. Close Public Hearing

Motion By _____ Seconded By _____

Proposed Action: Hold public hearing; accept proposal

D. Memorandum of Understanding Between California State University's Cal State TEACH Program and Los Banos Unified School District (Pg 14) **5 Min.**

It is recommended the Board approve the Memorandum of Understanding between California State University's Cal State TEACH Program and Los Banos Unified School District for the employment of university students who have an i intern credential.

Motion By _____ Seconded By _____

Proposed Action: Approve MOU

E. CSBA Call for Nominations for Directors-at-Large (Pg 21) **5 Min.**

The Board may choose to nominate a fellow Board member to serve as a Director-at-Large for the California School Boards Association.

Motion By _____ Seconded By _____

Proposed Action: Nomination is Optional

F. Mandated Policy Changes/Updates-First Reading (Pg 26)

5 Min.

It is recommended the Board declare its intent to adopt the following mandated 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
- BP 6146.1 High School Graduation Requirements; Instruction

Motion By _____ Seconded By _____

Proposed Action: Declare Intent to Adopt

G. Sufficiency of Instructional Materials (Pg 94)

5 Min.

It is recommended that the Board hold a public hearing and adopt Resolution #36-19, Adequacy of Pupil Textbooks for the 2019-20 school year.

1. Open Public Hearing _____
2. Close Public Hearing _____

Motion By _____ Seconded By _____

Proposed Action: Hold a Public Hearing; Adopt Resolution (**ROLL CALL VOTE**)

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

- Regular Meeting, August 8, 2019 (Pg 97)
- Special Meeting, August 15, 2019 (Pg 103)
- Special Meeting, August 31, 2019 (Pg 105)

B. Personnel Actions

1. Report of Certificated Staffing Actions (Pg 106)
2. Report of Classified Staffing Actions (Pg 107)

C. Monthly Fiscal Report (Pg 108)

The monthly Fiscal Report is provided for informational purposes.

D. Gann Limit Resolution for 2018-19 and 2019-20 (Pg 117)

It is recommended the Board adopt Resolution #38-19 approving the Gann Appropriations Limit for 2018-19 and 2019-20

D. District Representative, MCSIG (Pg 122)

It is recommended the Board adopt Resolution #37-19 designating Amer Iqbal as the District's representative and Alejandra Garibay as alternate to the Merced County School's Insurance Group.

E. Public Benefit Grant Program: New Alternative Fuel Vehicle Purchase (Pg 124)

It is recommended the Board resolution #35-19 authorizing Los Banos Elementary School/Renee Leonard/Amer Iqbal to make application for and sign certain assurances with respect to applications for Local, State and Federal programs, projects or grants.

E. Agreements/Contracts/Proposals

1. Agreement, Sierra Vista Mental Health Clinician for Crossroads (Pg 126)
2. Agreement, California State University Cal TEACH (Pg 136)
3. Agreement, Merced District Attorney's Office; Truancy Officer (Pg 142)
4. Agreement, Merced College District/California Adult Education Program (Pg 155)
5. Agreement, Creative Alternatives/Reyn Franca/Grace Bishop; Non Public Schools (Pg 161)

F. Overnight/Out-of-State Travel

1. LBHS Choir, Choral Festival, San Luis Obispo, March 19-21, 2020 (Pg 200)
2. LBHS Boys Basketball, Tournament, Oroville, CA, Jan. 2-4, 2020 (Pg 201)
4. LBHS Teacher - PBIS Leadership Forum, Chicago, IL Oct 3-4, 2019 (Pg 202)

G. Obsolete Books (Pg 203)

It is recommended the Board declare specific library books and/or textbooks as obsolete and dispose of in accordance with Board Policy #3270.

I. 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**

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: **2018-19 Unaudited Actuals Financial Report**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the 2018-19 Unaudited Actuals Financial Report as presented.

BACKGROUND INFORMATION:

This information was developed after exhaustive review of payables, receivables, categorical award documentation, program compliance information, etc. The Report itself is under separate cover.

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:

The Board must approve this as a matter of form. Without this approval, the County Office of Education will hesitate to approve any further budget activity.

ORIGINATOR: Alejandra Garibay, Director of Fiscal Services
Date: September 12, 2019

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2018-19 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Sept 12, 2019

To the Superintendent of Public Instruction:

2018-19 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

For School District:

Cecilia Belmontes

Amer Iqbal

Name

Name

Director, External Financial Services

Asst Superintendent-Fiscal Ser

Title

Title

209-381-6726

209-826-3801

Telephone

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cbelmontes@mcoe.org

aiqbal@losbanosusd.k12.ca.us

E-mail Address

E-mail Address

Unaudited Actuals
FINANCIAL REPORTS
2018-19 Unaudited Actuals
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	57.37%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2020-21 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$83,788,368.55
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	\$83,788,368.55
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2020-21, subject to CDE approval.	7.95%

Board Reference Material

SUBJECT TITLE: Initial Proposal for Collective Bargaining with Los Banos Teachers Association (LBTA)

REQUESTED ACTION: Hold Public Hearing and Adopt LBTA Proposal

Action X

Discussion/Information

RECOMMENDATION:

The initial bargaining proposal of the Los Banos Teachers' Association (LBTA) will be presented, a public hearing held, followed by a recommendation to accept the initial proposal.

BACKGROUND INFORMATION:

Each bargaining year, LBTA and the District submit a bargaining proposal per the contractual agreement. The purpose of this item is to make these proposals public and to allow for public comment. Once this "sunshining" procedure has taken place, negotiations can begin.

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):

The financial cost will be reported when/if a negotiated settlement is reached and approved by the Board.

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources
Date: September 12, 2019

August 15th, 2019

Dr. Mark Marshall, Superintendent
Los Banos Unified School District
1717 S 11th St.
Los Banos, CA

RE: LBTA 2019-2020 Negotiations "Sunshine" Letter

Dear Dr. Marshall,

Pursuant to Section 3547 of the Educational Employment Relations Act, the LBTA is herein forwarding to you its initial proposal for collective bargaining for the 2019-2020 contract year.

LBTA will bring proposals related to wages and benefits, found in Article VI of the contract. LBTA ascertains that it is important to adjust and augment the Certified Salary Schedule to attract and retain qualified staff.

LBTA will also bring proposals related to reduction in class size and case load, Article XI in the contract. It is important that teachers have more time and are able to give more individual attention to their students.

In the continuous cooperative spirit each side has shared, LBTA hopes we will be able to come to agreements that are obviously mutually beneficial to both parties.

LBTA is prepared to accommodate bargaining dates that are acceptable to both parties. We look forward to honest, positive, and a good faith negotiation process.

Sincerely,



Jennifer Wilkin, Co-President LBTA



Jeff Miller, Co-President LBTA



Board Reference Material

SUBJECT TITLE: Initial Bargaining Proposals – Los Banos Unified School District

REQUESTED ACTION: Public Hearing and Adoption of Proposals

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board accept the initial bargaining proposal submitted by the Los Banos Unified School District (LBUSD). Board acceptance of the proposal will follow a public hearing.

BACKGROUND INFORMATION:

Each bargaining cycle, LBUSD submits a bargaining proposal per language in the LBTA collective bargaining agreement. The purpose of this item is to make the proposal public and to allow for public comment. Once this “sunshining” procedure has taken place, negotiations can begin.

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):

The financial cost will be reported when the negotiated settlement is approved by the Board.

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources
Date: September 12, 2019

Initial Proposal of the Los Banos Unified School District
to the Los Banos Teachers Association

September 12, 2019

The Los Banos Unified School District presents the following initial proposal in negotiations with the Los Banos Teachers Association on reopeners for the agreement which expires on June 30, 2020.

1. Article VI (Salary)

The District seeks to provide bargaining unit members with fair and reasonable compensation. As always, the District seeks to pay LBTA members competitively in comparison with other districts in Merced County and to maintain fiscal solvency.

2. Article VIII (Health, Welfare & Retirement/Longevity Benefits)

The District's contribution toward bargaining unit members health and welfare benefit plan is determined by this Article. The District proposes maintaining the status quo.

3. Article X (Transfers)

The District will bring proposals related to transfer rights of new teachers and teachers with provisional credentials.

The District looks forward to productive negotiations to commence after the 1st interim budget for 2019-2020 is submitted to the Board.

Board Reference Material

SUBJECT TITLE: **Memorandum of Understanding Between California State University's Cal State TEACH Program and Los Banos Unified School District**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the Memorandum of Understanding between California State University's Cal State TEACH Program and Los Banos Unified School District for the employment of university students who have an intern credential.

BACKGROUND INFORMATION:

The District desires to continue its long standing partnership with the California State University system and particularly the Cal State TEACH Program. Those hired by the District with anything less than a preliminary credential must enroll in an intern program in order to continue employment with the district. The internship allows these individuals to learn as they teach while meeting the credentialing requirements set by the California Commission on Teacher Credentialing.

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: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources
Date: September 12, 2019



California State University’s CalStateTEACH Program

**Memorandum of Understanding and Agreement
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Los Banos Unified School District (“District”) and the California State University’s CalStateTEACH Program (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing (“Paid Interns”) will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

RECITALS

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning August 1, 2019 and ending July 31, 2022, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission’s specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the Paid Intern’s first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
4. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.

UNIVERSITY DUTIES



1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, CBEST, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who can provide additional support.

PAID INTERN RESPONSIBILITIES

1. Document required hours weekly using the electronic log.
2. Have the electronic log verified by both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will



notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.



INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.



CalStateTEACH
TEACHER PREPARATION PROGRAM



Distinguished Program

Signed this _____ date of _____.

School District Designee

Regional Director, California State University's CalStateTEACH

Board Reference Material

SUBJECT TITLE: **CSBA: Call for Nominations for Directors-at-Large**

REQUESTED ACTION: Action is Optional

Action X

Discussion/Information

RECOMMENDATION:

Trustees may wish to nominate a fellow Board member to serve on the CSBA Board in one of two categories is the proposed action.

BACKGROUND INFORMATION:

CSBA State Board members provide leadership to the State Organization. Membership on the Board is designed to represent the diverse groups that make up our state student population. The two vacancies that are currently open include an African-American and American Indian Board member. Our Board is allowed a nomination for each category. No motion or nomination is required, but is encouraged by CSBA.

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: Mark Marshall, Ed.D., Superintendent
Date: September 12, 2019



California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Saturday, October 5, 2019
Please deliver to all members of the governing board.

July 31, 2019

MEMORANDUM

TO: All CSBA Member Districts and County Offices of Education
FROM: Dr. Emma Turner, CSBA President
SUBJECT: Call for Nominations for CSBA Directors-at-Large African American, American Indian, and County

Nominations for CSBA Directors-at-Large African American, American Indian, and County are currently being accepted until Saturday, October 5, 2019. Information, including required forms, related to the nomination and election process are available online, please visit www.csba.org. Directors-at-Large play an important role at CSBA, helping shape policy and set organizational direction.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. (Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)

The elections will take place at CSBA's Delegate Assembly meeting on Wednesday, December 4, 2019 at the Marriott Marquis San Diego Marina. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference, December 7, 2019.

Nomination forms are due by **Saturday, October 5, 2019** (U.S. Postmark or email nominations@csba.org.)

Candidate Form and two letters of recommendation are due by **Friday, October 11, 2019** (U.S. Postmark or email nominations@csba.org.)

- **Nomination form from a member board:** A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.
- **Candidate Form:** A signed and dated candidate form completed by the nominee.
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Dr. Emma Turner. Recommendation letters may be from:
 - 1) A CSBA member district or county office of education (COE) board - ***if letter is signed by the Superintendent, it must state in the letter "on behalf of the board."***
 - 2) An individual board member from a CSBA member district or COE board
 - 3) Another association of school or county office of education board members
- **An optional, one-page résumé** from the nominee.

Please contact CSBA's Executive Office at 800-266-3382 should you have any questions. More information about the Directors-at-Large nomination and election process, as well as required documents, may be found at www.csba.org.

Thank you.



Frequently Asked Questions re Election to CSBA's Board of Directors for 2019-2021 Term as a Director-at-Large

How many Directors-at-Large are there? *There are 5 Directors-at-Large – African American, American Indian, Asian/Pacific Islander, Hispanic, and County. In addition, there are 4 officers, 21 Regional Directors, the President of the California County Boards of Education (CCBE) who serves a one-year term, and any Director or officer of the National School Boards Association.*

Which Director-at-Large positions are up for election? *In even-numbered years, the Directors-at-Large, Asian/Pacific Islander and Hispanic are elected. In odd-numbered years, Directors-at-Large, African American, American, and County.*

Who can run for Directors-at-Large? *Any board member from a CSBA-member district or county office of education board.*

Who can nominate the Directors-at-Large? *Any district or county office of education whose board is a member of CSBA. However, only county offices of education may nominate a Director-at-Large, County.*

Nomination forms are due by *Saturday, October 5, 2019* via U.S. Postal Service postmark or emailed to nominations@csba.org *Candidate Form and two letters of recommendation are due by Friday, October 11, 2019* via U.S. Postal Service postmark or emailed to nominations@csba.org . A completed nomination packet includes:

- **Nomination form from a member board:** *A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.*
- **Candidate Form:** *A signed, and dated candidate form completed by the nominee. An optional, one-page résumé from the nominee may be submitted.*
 - 1) **Two letters of recommendation:** *A one page, single-sided, letter addressed to CSBA President Dr. Emma Turner. Recommendation letters must be from 1) A CSBA member district or county office of education (COE) board - if letter is signed by the Superintendent, it must state in the letter "on behalf of the board."*
 - 2) *An individual board member from a CSBA member district or COE board; and*
 - 3) *Another association of school or county office of education board members*

When and where are the elections? *Wed., Dec. 4 at CSBA's Delegate Assembly mtg at the Marriott Marquis San Diego.*

How long does a Director-at-Large serve on the Board? *Directors serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show. Directors may run for re-election if they choose to.*

When and Where are the required meetings for CSBA Directors? *Each year, there are 5 Board meetings and 2 Delegate Assembly meetings. Board meetings are held over a weekend, except for the meetings in May and late November or early December when meetings are a single day. The meetings in late January/early February, late March/early April, and late September/early October, take place at the CSBA office in West Sacramento. The May meeting takes place at the Sacramento Hyatt the day before the Delegate Assembly meeting. In 2020, the December meeting will take place in Anaheim, the day before the Delegate Assembly meeting.*

What do Directors do? *Members of the Board of Directors establish the vision, mission and goals for the Association, ensure that Association activities and programs remain focused on those goals and the issues identified in the Policy Platform. The Board of Directors adopt final positions and policies and legislation that are consistent with the Policy Platform. They provide advocacy on behalf of children, public education, local boards and the Association; serve on committees, receive reports and updates on major programs. They also provide two-way communication with Delegate Assembly members and local board members, and support and participate in the Association's activities and events.*

In addition, the Board has corporate duties to adopt the Association's budget; adopt and amend the Association's Standing Rules; receive reports on corporate operations; approve the hiring and terms of employment of the CEO & Executive Director, upon recommendation of the Executive Committee; comment annually on the performance, and act on the contract of the CEO & Executive Director, upon recommendation of the Executive Committee; and abide by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy, as adopted by the Board of Directors.

7/2019 - For questions or additional information, please contact CSBA's Executive Office at (800) 266-3382.

S:\IEO\Nominations & Elections\BOD\Directors at Large\Odd Number Years\Nom and Elec Year 2019\Directors-at-Large FAQ.docx



2019 Director-at-Large, African American, American Indian, & County Candidate Form

Deadline: Friday, October 11, 2019 Please submit this Candidate form by choosing **one** of the following options: E-mail, nominations@csba.org, or Fax to ATTN: Dr. Emma Turner, President at (916) 371-3407, or U.S. Postal mail, Dr. Emma Turner, President California School Boards Association | 3251 Beacon Blvd. | West Sacramento, CA 95691. Please complete in the spaces provided, do not state "See résumé" on the form. An optional, single-sided, one-page résumé may also be submitted.

I AM RUNNING FOR: _____

Name: _____	Region: _____
District or COE: _____	Years on board: _____ ADA: _____
Contact Number: _____	Preferred E-mail: _____
Profession: _____	

1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?

2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.

3. What is one characteristic that you believe every leader should possess?

4. What do you see as the biggest challenge facing governing board members and how can CSBA help?

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Signature

Date

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:

- 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
- BP 6146.1 High School Graduation Requirements; Instruction

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: Dr. Mark Marshall, Superintendent
DATE: September 12, 2019

Los Banos USD

Board Policy

Complaints ~~Against~~ Concerning District Employees ~~By Members Of The Public~~

BP 1312.1

Community Relations

~~The Governing Board accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.~~

~~The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.~~

~~Complaints by district employees against other district employees not covered by any other policy or collective bargaining agreement should be processed pursuant to BP/AR 4144.~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

~~(cf. 3515.2 – Disruptions)~~

~~(cf. 4144 – Complaints)~~

~~The Board prohibits retaliation against complainants. The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.~~

Complaints Regarding Child Abuse

~~When a complaint of child abuse is alleged, the district shall provide parents/guardians procedures for filing a child abuse complaint with the appropriate child protective agencies. Upon request, such procedures shall be written in the primary language of the parent/guardian, and the Superintendent or designee shall provide an interpreter if needed. These procedures may be obtained from the main office of any school site in the district.~~

~~Providing the above procedures to parents/guardians does not relieve mandated reporters from their duty to report suspected child abuse in accordance with law.~~

~~(cf. 4112.6 – Personnel Records)~~

~~(cf. 5141.4 – Child Abuse Reporting Procedures)~~

Board recognizes its accountability to the public for the quality of the district's educational program and the performance of district employees. The district shall provide a process by

which a complaint submitted by any person regarding an employee can be resolved impartially, expeditiously, and with minimal disruption to district operations and the educational program.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

When a concern regarding an employee is presented during a Board meeting or to an individual Board member or employee outside of a Board meeting, the complainant shall be informed of the appropriate complaint procedure.

(cf. 9323 - Meeting Conduct)

Any complaint regarding the Superintendent shall be initially filed in writing with the Board. The Board shall consult with legal counsel or appoint an appropriate agent to conduct the investigation.

The Superintendent or designee shall determine whether a complaint against any other employee should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law and BP 5141.4 - Child Abuse Prevention and Reporting. Any complaint alleging that an employee engaged in unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Any complaint by an employee, job applicant, volunteer, intern, or independent contractor alleging unlawful discrimination or harassment by an employee shall be filed in accordance with AR 4030 - Nondiscrimination in Employment.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3555 - Nutrition Program Compliance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4144/4244/4344 - Complaints)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Any complaint subject to this policy and the accompanying administrative regulation shall be investigated by the principal, the employee's immediate supervisor, the Superintendent or designee, legal counsel, agent of the Board, and/or other appropriate person who is not the subject of the complaint or subordinate to the employee charged in the complaint. The complainant and the employee shall have an opportunity to present information relevant to the complaint.

A complaint that is filed anonymously may be investigated by the Superintendent or

designee depending on the specificity and reliability of the information.

If a complainant requests confidentiality, the Superintendent or designee shall inform the complainant that the request may limit the district's ability to investigate the employee's conduct or take other necessary action. However, the Superintendent or designee shall take all reasonable steps to investigate and resolve the complaint without divulging the complainant's identity.

The Board prohibits retaliation against complainants.

Appeals

If either the complainant or the employee submits an appeal of the Superintendent's decision to the Board, the Board shall determine whether to uphold the Superintendent's decision without hearing the complaint, appoint an appeals committee to advise the Board, or hear the appeal itself.

(cf. 9130 - Board Committees)

If the Board decides to hear the complaint, the matter shall be addressed in closed session in accordance with Government Code 54957 unless the employee requests that it be heard in open session. The Board shall review the original complaint and additional information provided by the Superintendent or designee regarding the steps taken to resolve the issue.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9323 - Meeting Conduct)

The Board's decision shall be final.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

33308.1 Guidelines on procedure for filing child abuse complaints

35146 Closed sessions

44031 Personnel file contents and inspection

44811 Disruption of public school activities

44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)

48987 Child abuse guidelines

GOVERNMENT CODE

54957 Closed session; complaints re employees

54957.6 Closed session; salaries or fringe benefits

PENAL CODE

273 Cruelty or unjustifiable punishment of child
11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction of juvenile court

COURT DECISIONS

Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719

~~Management Resources:~~

~~CDE LEGAL ADVISORIES~~

~~0910.93—Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)~~

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: September 13, 2007 Los Banos, California

revised: **September 12, 2019**

Los Banos USD

Administrative Regulation

Complaints Against Concerning District Employees ~~By Members Of The Public~~

AR 1312.1

Community Relations

Complaint Procedures

~~In order to promote fair and constructive communication, the following procedures shall govern the resolution of complaints against district employees:~~

1. Every effort should be made to resolve a complaints **regarding district employees** at the earliest possible stage. Notification to the complainant of the receipt of the complaint, will occur within 10 work days. ~~Whenever possible, complaints concerning school personnel should be made directly by the complainant to the person against whom the complaint is made.— Parents/guardians are encouraged to attempt to orally resolve concerns with the staff member personally.~~ **Any person who complains about a district employee shall be encouraged to resolve the matter informally through direct communication with the employee whenever possible.**

2. If a complainant is unwilling or unable to resolve the complaint directly with the ~~person involved, he/she~~ **employee, the complainant** may submit a written complaint to the principal.— ~~When the or other immediate supervisor of the employee.~~ **Complaints is related to a principal or a central office or district administrator, the complainant may submit the written complaint to shall be initially filed in writing with the Superintendent or designee.** ~~When If the complaint is related to a board member or Superintendent, the complainant may submit the written complaint directly to the Governing Board~~ **unable to prepare the complaint in writing, administrative staff shall provide assistance in the preparation of the complaint.**

3. A written complaint shall include the full name of the employee involved, a brief but specific summary of the complaint and the facts surrounding it, and a description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

~~The principal or designee is responsible for investigating the complaint.— When the complaint is related to a principal or central office administrator, the Superintendent or designee is responsible for investigating the complaint.— When the complaint is related to a board member or Superintendent, the Board is responsible for investigating the complaint.~~

4. 1. When a written complaint is received, the employee **who is the subject of the complaint**

shall be notified **within five days** in accordance with collective **the** bargaining agreements.

~~5. 2. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so including translations as per Education Code 48985.~~

~~6. A written complaint must include:~~

~~a. The name of each employee involved.~~

~~b. A brief but specific summary of the complaint and the facts surrounding it.~~

~~c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.~~

~~7. The person responsible for investigating the complaint will attempt to resolve the complaint to the satisfaction of the person(s) involved within 30 days of receiving the complaint. If additional time is required to investigate the complaint, the person responsible for investigating the complaint will inform the complainant in writing.~~

The principal or other immediate supervisor of the employee shall investigate and attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. A complaint against a school or district administrator shall be investigated by the Superintendent or designee. The investigation may include interviews of the employee, complainant, or witnesses as necessary and/or a review any documentation relevant to the complaint.

3. Both the complainant and employee shall be notified in writing of the final decision regarding the resolution of the complaint.

~~8. 4. The **Either the complainant or the employee against whom the complaint was made** may appeal a decision. **A decision** by the principal or immediate supervisor may be appealed to the Superintendent or designee, who ~~will~~ **shall** attempt to resolve the complaint to the satisfaction of the person(s) **parties** involved within 30 days. ~~from the date the appeal is received.~~ If additional time is required to investigate the complaint, the person responsible for investigating the complaint will inform the complainant in writing. Complainants should consider and accept the Superintendent or designee's decision as final. However, no later than 10 days from the date of the Superintendent or designee's decision, **Either** the complainant or **the** employee may appeal to the Board regarding the complaint. **the Superintendent's decision to the Governing Board.**~~

~~9. Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:~~

5. If the decision is appealed to the Board, the Superintendent or designee shall submit to the Board the following information:

- a. The **full** name of each employee involved.
- b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the **employee(s) parties** as to the precise nature of the complaint and to allow the **employee(s) parties** to prepare a **defense response**.
- c. A copy of the signed original complaint.
- d. A summary of the action taken by the Superintendent or designee, ~~together with his/her specific finding that the problem has not been resolved~~ and the reasons ~~therefore~~. **that the problem has not been resolved**

~~10. The Board may render a decision on the appeal without holding a hearing if it so chooses.~~

~~11. Alternatively to No. 10, above, all parties to a complaint may be asked to attend a Board meeting in order to present all available evidence and allow every opportunity for explaining and clarifying the issue.~~

~~12. Before the Board holds a closed session to hear complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session rather than in closed session. This notice shall be delivered personally or by mail at least 24 hours before the time of the session, and the employee may request that the complaints or charges be heard in open session. Complaints concerning Board members shall be addressed in open session unless a closed session is warranted pursuant to Education Code section 35146 or Government Code section 54957 or 54957.6.~~

~~(cf. 9321 – Closed Session Purposes and Agenda)
(cf. 9323 – Meeting Conduct)~~

~~13. Any decision of the Board shall be final.~~

Regulation approved: LOS BANOS UNIFIED SCHOOL DISTRICT
 approved: October 3, 1996 Los Banos, California
 revised: September 13, 2007
 revised: **September 12, 2019**

Los Banos USD

Board Policy

Energy And Water Management

BP 3511

Business and Noninstructional Operations

The Governing Board recognizes the environmental and financial benefits that can be derived from conserving energy, water, and other natural resources, preparing for extreme weather and other natural events, and providing an environment that promotes the health and well-being of students and staff. To support district goals for energy and water management, the Superintendent or designee shall develop a resource management program which may include strategies for implementing effective and sustainable resource use practices, exploring the use of renewable and clean energy technology and/or sources, reducing energy and water consumption, and promoting conservation principles in the educational program.

- (cf. 0200 - Goals for the School District)
- (cf. 3100 - Budget)
- (cf. 3300 - Expenditures and Purchases)
- (cf. 3510 - Green School Operations)
- (cf. 3511.1 - Integrated Waste Management)
- (cf. 3512 - Equipment)
- (cf. 6142.5 - Environmental Education)

The Superintendent or designee may solicit input from staff, students, and parents/guardians regarding the district's resource management program. The Superintendent or designee shall provide staff and students with training and guidance on best practices to achieve the district's goals, and may establish a reward program to recognize outstanding accomplishments.

- (cf. 1150 - Commendation and Awards)

The Superintendent or designee shall regularly inspect district facilities, monitor operations, and make recommendations for maintenance and repairs which may help the district reach its conservation and management goals and improve efficiency.

- (cf. 7110 - Facilities Master Plan)
- (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall make every effort to identify funding opportunities and cost-reducing incentive programs to help the district achieve its conservation and management goals. The district may coordinate with other local or regional entities to capitalize on their expertise and maximize the efficient use of resources, such as through joint or shared use agreements.

(cf. 1330.1 - Joint Use Agreements)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee shall regularly report to the Board on the district's progress in meeting its conservation and resource management goals.

Storm Water Management

To the maximum extent practicable, the district shall reduce the discharge of pollutants into the water system in order to minimize the threat to water quality from storm water runoff.

The Superintendent or designee shall ensure that the district complies with storm water discharge standards specified by any applicable General Permit coverage required by law, including all requirements of the Construction General Permit issued by the State Water Resources Control Board for any project that disturbs one acre or more of soil. (40 CFR 122.34).

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)

The Superintendent or designee shall develop a storm water management plan that complies with the provisions of the applicable permit and describes best management practices, design strategies, measurable goals, and timetables for implementation. The plan and a resolution authorizing its implementation shall be submitted to the Board for approval. (40 CFR 122.34)

For all projects, the district shall comply with any city or county ordinance that regulates drainage improvements and conditions. (Government Code 53097)

Emergency Interruption of Services

The Superintendent or designee shall develop a plan to minimize disruption to the educational program in the event of power outages or other emergency interruption of utility services. The plan shall include actions to be taken to facilitate student and staff safety, administrative control of operations, protection of equipment, effective communications, and coordination with local fire, police, and emergency personnel and utility service providers.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5 - Emergency Schedules)

Legal Reference:
EDUCATION CODE

17213.1 School sites
17280 Construction of school buildings
35275 Coordination of new facilities with recreation and park authorities
41422 School term or session length, failure to comply due to disaster
46392 Emergency conditions; ADA estimate

GOVERNMENT CODE

53097 Local agencies

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

WATER CODE

189.3 Recommendations for best design and use practices

13383 Compliance with the federal Water Pollution Control Act

13383.5 Storm water discharge monitoring requirements

CODE OF REGULATIONS, TITLE 23

490-495 Model Water Efficient Landscape Ordinance

2200 Discharge permit fees

UNITED STATES CODE, TITLE 33

1342 National pollutant discharge elimination system

CODE OF FEDERAL REGULATIONS, TITLE 40

122.1-122.64 National pollutant discharge elimination system

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Guidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use Runoff Effectively) at Schools, December 2018

A Blueprint for Environmental Literacy: Educating Every Student In, About, and For the Environment, 2015

Average Daily Attendance Credit During Periods of Emergency, Management Advisory 90-01, rev. February 10, 2005

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Guidance for Design and Construction of Vegetated Low Impact Development Projects, 2016

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

National Management Measures to Control Nonpoint Source Pollution from Urban Areas, 2005

WEB SITES

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

Alliance to Save Energy: <http://www.ase.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/l/fa>

California Department of Water Resources: <http://water.ca.gov>

California Division of State Architect: <http://www.dgs.ca.gov/DSA>

California Energy Commission: <http://www.energy.ca.gov>

California State Water Resources Control Board: <http://www.swrcb.ca.gov>

California Stormwater Quality Association: <http://www.casqa.org/resources>

Collaborative for High Performance Schools (CHPS): <http://chps.net>

Green School Yards America: <http://www.greenschoolyards.org>

U.S. Environmental Protection Agency: <http://www.epa.gov>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT
Adopted: September 12, 2019

Los Banos USD

Administrative Regulation

Environmental Safety

AR 3514

Business and Noninstructional Operations

The Superintendent may designate **and train** one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities **of the coordinator(s)** shall include, but not be limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

- (cf. 3510 - Green School Operations)
- (cf. 3511 - Energy and Water Management)
- (cf. 3517 - Facilities Inspection)
- (cf. 4157/4257/4357 - Employee Safety)
- (cf. 5142 - Safety)
- (cf. 7111 - Evaluating Existing Buildings)
- (cf. 7150 - Site Selection and Development)

Indoor Air Quality

~~The Superintendent or designee shall ensure that the following strategies are implemented~~ In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants², **the following strategies shall be implemented:**

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated **continuously** during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

Staff shall ~~not obstruct~~ **ensure that airflow is not obstructed** by ~~covering or the~~ blocking of ventilators with posters, furniture, books, or other obstacles.

2. School buildings shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and

mildew, ~~and prevent accidents due to unsafe conditions.~~ Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.

3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.

~~3.~~ **4. Least toxic pest management practices shall be used to control and manage pests at school sites. (Education Code 17608-17614; Food and Agriculture Code 13182)**

(cf. 3514.2 - Integrated Pest Management)

~~4. Routine housekeeping and maintenance schedules and practices shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.~~

(cf. 5141.23 - Asthma Management)

5. A carbon monoxide detector or alarm shall be installed in all school buildings that contain a fuel-burning appliance, fireplace, or forced-air furnace, unless otherwise exempted by state law or regulations. The device or alarm shall be located in close proximity to the appliance in order to accurately detect and alert school personnel of any leakage of carbon monoxide. (24 CCR 915.1-915.7)

6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

~~5.~~ **7. Painting of school facilities and maintenance or repair duties that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.**

~~6.~~ **8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.**

(cf. 3514.1 - Hazardous Substances)

~~7.~~ **9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants such as methyl alcohol or ammonia, shall be placed in locations that are a well ventilated area with minimal exposure of and not frequented by students and staff.**

~~8- 10.~~ The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

~~9- 11.~~ Staff **and students shall be asked to** refrain from bringing common irritants **such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free** into the classrooms, school buses, or other enclosed areas or buildings. ~~including, but not limited to, furred or feathered animals, stuffed toys that may collect dust mites, or perfumes or lotions, when students in the class are known to have allergies, asthma, or other sensitivities to odors.~~

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

The Superintendent or designee may ~~monitor~~ **coordinate with the** local health advisories and outdoor air quality alerts. **air resources control board and monitor local health advisories and outdoor air quality alerts to obtain forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.**

Whenever ~~these measures~~ **a forecast** indicates a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly ~~sensitive.~~ **susceptible to the health risk involved.**

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.7—Physical Education)

(cf. 6145.2—Athletic Competition)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Reduction of Vehicle Emissions

Vehicle Idling

~~Except under the conditions specified in 13 CCR 2480 for which vehicle idling may be necessary, the driver of a school bus, student activity bus, or commercial motor vehicle shall:—~~
(13 CCR 2480)

~~1. Turn off the bus or vehicle engine upon stopping at a school or within 100 feet of a school and not restart the engine more than 30 seconds before beginning to depart~~

~~2. Not cause or allow the bus or vehicle to idle at any location greater than 100 feet from a school for more than five consecutive minutes or for an aggregated period of more than five minutes in any one hour~~

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

~~The Superintendent or designee shall ensure that all bus drivers, upon employment and at least once per year thereafter, are informed of the requirements specified above and the potential legal and employment consequences of failure to comply. All complaints of noncompliance shall be reviewed and remedial action taken as necessary. The Superintendent or designee shall maintain records of the training and of any complaints and enforcement actions for at least three years. — (13 CCR 2480)~~

~~(cf. 4218—Dismissal/Suspension/Disciplinary Action)~~

Drinking Water Safety

The quality and safety of the district's drinking water sources shall be regularly assessed, and drinking fountains shall be regularly cleaned and maintained, to ensure that drinking water consumed at school does not contain dirt, mold, lead, or other impurities or contaminants that may cause serious health concerns.

Whenever any contaminants in the drinking water are determined to be a concern, the Superintendent or designee shall take reasonable steps to identify the source and mitigate any potential problem to ensure the availability of safe drinking water. As needed, the Superintendent or designee shall provide alternative sources of drinking water, such as bottled water or on-site water filtration, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.

(cf. 3550 - Food Service/Child Nutrition Program)

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to shut down and make inoperable any fountains or faucets where excess lead levels may exist.

Prevention of Lead Exposure Reduction

In addition to ~~keeping school facilities as dust free and clean as possible~~, **testing for the presence of lead in drinking water in district schools** the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. School facilities shall be kept as dust-free and clean as possible.

~~1. 2.~~ Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)

~~2. 3.~~ Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.

~~3. 4.~~ Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.

~~4. 5.~~ Soil with ~~high~~ **low** lead content may be covered with grass, other plantings, concrete, or asphalt. **For soil with high lead content, removal and abatement are required.**

Any action to abate existing lead hazards shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Prevention of Mercury Exposure

~~5. Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards in 40 CFR 141.80 and 22 CCR 64678, water outlets shall be flushed thoroughly each day before use or made inoperable until a plan for remediation can be implemented. The Superintendent or designee may supply alternative sources of drinking water as appropriate.~~

~~Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)~~

The Superintendent or designee shall identify any mercury-containing products that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement ~~is~~ **are** implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, ~~basic knowledge of~~ **training on** the health effects of asbestos; detection, identification, and assessment of asbestos-containing **building** materials; options for controlling asbestos-containing building materials; **asbestos management programs**; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

1. School facilities shall be inspected for asbestos-containing **building** materials as necessary in accordance with the following:

a. Any school building that is leased, ~~or~~ **acquired, or otherwise used** by the district shall be inspected for asbestos-containing **building** materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)

b. At least once every ~~three years~~ **six months**, the district shall conduct a ~~re-inspection of all known or assumed asbestos-containing building materials in each school building.~~ **periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials.** (40 CFR 763.8592)

c. ~~At least once every six months~~ **three years**, the district shall conduct a ~~periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials.~~ **re-inspection of all known or assumed asbestos-containing building materials in each school building.** (40 CFR 763.9285)

2. Based on the results of the inspection, an appropriate response, which is sufficient to protect human health and the environment, shall be determined from among the options specified in 40 CFR 763.90. ~~(40 CFR 763.90)~~The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)

3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours, and Parent/guardian, teacher, and employee organizations annually informed of the availability of these plans. (40 CFR 763.84)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~
~~(cf. 5145.6 - Parental Notifications)~~

5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. ~~(40 CFR 763.84; Education Code 49410.5 ;~~ **40 CFR 763.84, 763.90)**

Asbestos inspection and abatement work, **preparation of a management plan**, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing building materials, regardless of whether they are required to work with such

materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staffs who conduct activities that will disturb asbestos-containing **building** materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school, shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)

8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

Policy LOS BANOS UNIFIED SCHOOL DISTRICT
adopted: December 12, 1996 Los Banos, California
revised: April 9, 2009
revised: September 12, 2019

Los Banos USD

Board Policy

Transportation

BP 3540

Business and Noninstructional Operations

~~The extent to which the district provides student transportation depends upon student needs and a continuing assessment of financial resources.~~

~~(cf. 3250 - Transportation Fees)~~

~~The Governing Board desires to:~~

- ~~1. Provide maximum safety for students between home and school and on school sponsored trips.~~
- ~~2. Promote desirable student behavior and respect for traffic safety.~~
- ~~3. Provide assistance and transportation for students with disabilities.~~
- ~~4. Provide transportation for field trips.~~

~~(cf. 3541.5 - Alternative Transportation Arrangements)~~

~~(cf. 5131.1 - Bus Conduct)~~

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.

(cf. 3100 - Budget)

(cf. 3541 - Transportation Routes and Services)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 5116.1- Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 6178.2 - Regional Occupational Center/Program)

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services.

(cf. 3510 - Green School Operations)

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

**(cf. 3311 - Bids)
(cf. 3312 - Contracts)**

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

**(cf. 3543 - Transportation Safety and Emergencies)
(cf. 5131.1 - Bus Conduct)**

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

(cf. 3542 - School Bus Drivers)

Legal Reference:

EDUCATION CODE

35330 Excursions and field trips

35350-35354 Authority to transport pupils

39800-39860 Transportation

41850-41854 Allowances for transportation

41860-41862 Supplemental allowances for transportation

45125.1 Criminal background checks for contractors

52311 Regional occupational centers, transportation

GOVERNMENT CODE

**3540-3549.3 Educational Employment Relations Act
PENAL CODE**

637.7 Electronic tracking devices

CODE OF REGULATIONS, TITLE 5

14100-14103 Use of school buses and school pupil activity buses

15240-15343 Allowances for student transportation, especially:

15253-15272 District records related to transportation

VEHICLE CODE

2807 School bus inspection

~~Arcadia Unified School Dist. v. State Dept of Education, 91 Daily Journal D.A.R. 4939~~

~~Salazar et al v. Honig et al, 88 Daily Journal D.A.R. 5882~~

~~Arcadia Unified School Dist. v. State Dept of Education and Salazar, 5 Cal. Rptr. 2d 545~~

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

COURT DECISIONS

**Arcadia Unified School District et. al. v. State Department of Education, 2 Cal. 4th 251
(1992)**

Management Resources:

~~CDE MANAGEMENT ADVISORY~~

~~0500.92 Implementation of Special Education Transportation Apportionment (#92-02)~~

~~0619.92 Fees for Pupil Transportation (#92-05)~~

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: December 12, 1996 Los Banos, California

revised: September 12, 2019

Los Banos USD

Board Policy

Bullying

BP 5131.2

Students

The Governing Board recognizes the harmful effects of bullying on student **well-being, student learning, and school attendance** and desires to provide safe school environments that protect students from physical and emotional harm. ~~District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.~~

No individual or group shall, through physical, written, verbal, **visual**, or other means, harass, sexually harass, threaten, intimidate, ~~retaliate~~, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel⁷, **or retaliate against them for filing a complaint or participating in the complaint resolution process.**

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 6020 - Parent Involvement)

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

Any complaint of bullying shall be investigated and, if determined to be discriminatory,

resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.3 - Uniform Complaint Procedures)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

~~Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.~~

~~(cf. 5145.2 - Freedom of Speech/Expression)~~

~~Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.~~

~~(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6020 - Parent Involvement)~~

~~As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.~~

~~(cf. 1020 - Youth Services)~~

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative

~~school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.~~

~~(cf. 5137—Positive School Climate)~~

~~As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.~~

~~(cf. 6142.8—Comprehensive Health Education)
(cf. 6142.94—History Social Science Instruction)
(cf. 6163.4—Student Use of Technology)~~

~~Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.~~

~~(cf. 4131—Staff Development)
(cf. 4231—Staff Development)
(cf. 4331—Staff Development)~~

~~Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.~~

Intervention

~~Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.~~

~~School staff who witnesses an act of bullying shall immediately intervene to stop the incident when it is safe to do so.—(Education Code 234.1)~~

~~When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.~~

~~The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate.—(Education Code 48900.9)~~

~~(cf. 6164.2—Guidance/Counseling Services)~~

Reporting and Filing of Complaints

~~Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.~~

~~Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3—Uniform Complaint Procedures.~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.~~

~~When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.~~

Investigation and Resolution of Complaints

~~Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.~~

~~If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.~~

Discipline

~~Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.~~

~~(cf. 5138—Conflict Resolution/Peer Mediation)~~

~~(ef. 5144—Discipline)~~
~~(ef. 5144.1—Suspension and Expulsion/Due Process)~~
~~(ef. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities))~~
~~(ef. 6159.4—Behavioral Interventions for Special Education Students)~~

~~Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.~~

~~(ef. 4118—Dismissal/Suspension/Disciplinary Action)~~
~~(ef. 4119.21/4219.21/4319.21—Professional Standards)~~
~~(ef. 4218—Dismissal/Suspension/Disciplinary Action)~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-468770 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062
J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying Module

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, 2018

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Guidance to America's Schools: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010

~~Dear Colleague Letter: Bullying of Students with Disabilities, August 2013~~

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <http://gtlcenter.org>

Collaborative for Academic Social and Emotional Learning: <http://casel.org>

Common Sense Media: <http://www.common Sense Media.org>

National School Safety Center: <http://www.schoolsafety.us>

~~ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>~~

Partnership for Children and Youth: <http://www.partnerforchildren.org>

U.S. Department of Education: <http://www.ed.gov>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: December 11, 2014 Los Banos, California

revised: May 10, 2018

revised: September 12, 2019

Los Banos USD

Administrative Regulation

Bullying

AR 5131.2
Students

Definitions

Bullying is an unwanted, aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and involves repetition or potential repetition of a deliberate act.

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6163.4 - Student Use of Technology)

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm
3. Social/relational bullying that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying, such as sending demeaning or hateful text messages or emails, sending rumors by email or by posting on social networking sites, or posting embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

2. Providing to students, through student handbooks and other age-appropriate means, information about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying

3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously

4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias

5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall make the California Department of Education's online training module on the dynamics of bullying and cyberbullying, which includes the identification of bullying and cyberbullying and the implementation of strategies to address bullying, available annually to all certificated staff and to other employees who have regular interaction with students. (Education Code 32283.5)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences

2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims

3. Identify the signs of bullying or harassing behavior

4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

(cf. 1312.3 - Uniform Complaint Procedures)

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such

observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

(cf. 5141.52 - Suicide Prevention)

Regulation: LOS BANOS UNIFIED SCHOOL DISTRICT

Adopted: September 12, 2019

Los Banos USD

Board Policy

Dress And Grooming

BP 5132

Students

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to ~~give proper attention to personal cleanliness and to~~ wear clothing that ~~are~~ **is** suitable for the school activities in which they participate. Students' **shall not wear** clothing ~~must not~~ **that** presents a health or safety hazard or a distraction which would interfere with the ~~is likely to cause a substantial disruption to the educational process program.~~

(cf. 4119.22/~~4219.22/4319.22~~ - Dress and Grooming)

(cf. ~~5145.2~~ Freedom of Speech/Expression: ~~Publications Code~~)

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

~~Students and parents/guardians shall be informed about the school dress code at the beginning of the year and when revised. A student who violates the dress code shall be subject to appropriate disciplinary action.~~

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size.

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

(cf. 0415 - Equity)

(cf. 5145.2 - Freedom of Speech/Expression)

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

(cf. 4131 - Staff Development)

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

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

(cf. 5144 - Discipline)

Gang-Related Apparel

~~When gangs constitute a danger to students, the Superintendent or designee may restrict student dress and grooming as necessary to comply with Board policy related to gang activity.~~

The principal, staff, and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a proposed dress code shall be presented to the Board, which shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment. The dress code policy may be included in the school's comprehensive safety plan. (Education Code 35183)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5136 - Gangs)

When determining specific items of clothing that may be defined as gang apparel, the school shall ensure that the determination is free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics.

~~Standard Dress~~

~~The Board recognizes that, in order to promote student safety and discourage theft, peer rivalry and/or gang activity, the principal, staff and parents/guardians at a district school may wish to establish a reasonable dress code requiring standard dress for students. Such standard dress may be included as part of the school safety plan and must be presented to the Board for approval.~~

~~The Board shall approve such dress codes when it determines they are necessary for the health and safety of the school's students.~~

~~Schools are expected to take measures to maintain a safe school environment, including keeping any gang influence off of school campuses. However, keeping informed on the indications of gang activity, such as the ever-changing gang apparel and insignia, takes staff time away from other, more productive endeavors related to education. Also, the wearing of baggy clothing may conceal weapons or other contraband.~~

~~School standardized dress is one means of eliminating the fear of students wearing gang apparel, either purposefully or inadvertently, and also encouraging school spirit in a positive, constructive manner. To these ends, schools choosing to adopt a standardized dress requirement as part of their dress code shall do all of the following:~~

- ~~1. The specific type of dress shall be determined by the principal, staff, and parents/guardians of the individual school;~~
- ~~2. The standardized dress requirement shall not be implemented with less than six months' notice to parents/guardians;~~
- ~~3. The school must have available resources to assist economically disadvantaged students to obtain standardized dress.~~
- ~~4. No student shall be penalized academically or otherwise discriminated against nor denied attendance to school if the student's parents/guardians choose not to have the student comply with the school standardized dress policy. Parents/guardians shall indicate such choice by submitting a written statement each year to the school administrator.~~
- ~~5. Students who participate in a nationally recognized youth organization shall not be precluded from wearing the organization's standardized dress on days that the organization has a scheduled meeting.~~
- ~~6. The standardized dress policy shall be adopted as a component of the school's safety plan and submitted to the Board of Education for formal adoption.~~
- ~~7. The school shall continue to maintain a responsible dress code for those students whose parents/guardians submit a written exemption from the standardized requirement.~~
- ~~8. A copy of the standardized dress policy shall be given to each entering student at the time of admission, and to all students at the beginning of each school year.~~

~~Parents, guardians who do not wish their child to attend a school due to the standardized dress policy may participate in the School of Choice and enroll their child in a different school through normal procedures. Parents/guardians who wish their child to attend a school with a standardized dress policy, but who choose not to comply with that policy, may have 10 school days from the time of enrollment to request a waiver from the policy. Exceptions may be allowed by the Board on a case by case basis. Applications for the waiver will be made available by the school principal.~~

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

32281 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

COURT DECISIONS

Jacobs v. Clark County School District, (2008) 26 F. 3d 419

Harper v. Poway Unified School District, (2006) 445 App. 3d 166

Marvin H. Jeglin et al v. San Jacinto Unified School District et al, (C.D. Cal. 1993)

827 F.Supp. 1459

Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251

Hazelwood School District v. Kuhlmeier, (1988) 108 S. Ct. 562

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: June 2, 1966 Los Banos, California

revised: October 3, 1996

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revised: August 6, 1998

revised: September 12, 2019

Los Banos USD

Administrative Regulation

Dress And Grooming

AR 5132
Students

In cooperation with teachers, students and parents/guardians, the principal or designee ~~shall~~ **may** establish and ~~regularly review~~ school rules governing student dress and grooming **which are consistent with law, Board policy, and administrative regulations. These school dress codes shall be regularly reviewed.**

(cf. 0420 - School Plans/Site Councils)

The following guidelines shall apply to all regular school activities:

- ~~1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.~~ **Clothing, jewelry, and personal items shall be free of writing, pictures, or any other insignia which is vulgar, lewd, obscene, profane, or sexually suggestive or which promotes the use of alcohol, drugs, tobacco, or other illegal activity.**
- ~~2. Clothing and jewelry shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive or which advocate racial, ethnic or religious prejudice or the use of drugs or alcohol.~~ **Appropriate shoes must be worn at all times.**
3. Hats, caps and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. ~~See-through or fish-net fabrics, halter tops, off the shoulder or low cut tops, bare midriffs and skirts or shorts shorter than mid thigh tops and bare abdomens~~ are prohibited.
- ~~5. Gym shorts may not be worn in classes other than physical education.~~
- ~~6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.~~

~~Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.~~

The dress code shall be modified as appropriate to accommodate a student's religious or cultural observance, health condition, or other circumstance deemed necessary by the principal or designee. In addition, the principal or designee may impose dress requirements to accommodate the needs of special school activities, physical education classes, athletic

activities, and other extracurricular and cocurricular activities.

(cf. 3260 - Fees and Charges)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

No grade of a student participating in a physical education class shall be adversely affected due to the fact that if the student does not wear standardized physical education apparel where the failure to wear such apparel arises from **because of** circumstances beyond the student's control. (Education Code 49066)

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

The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities. **Students shall be allowed to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day.** (Education Code 35183.5)

(cf. 5141.7 - Sun Safety)

Uniforms

In schools where a schoolwide uniform is required, the principal, staff and parents/guardians of the individual school shall jointly select the specific uniform to be worn. (Education Code 35183)

School standardized dress is one means of eliminating the fear of students wearing gang apparel, either purposefully or inadvertently, and also encouraging school spirit in a positive, constructive manner. To these ends, schools choosing to adopt a standardized dress requirement as part of their dress code pursuant to Board Policy 5132, shall apply the following window of opportunity for exemption to the dress requirement:

1. All applications for exemption must be submitted within 10 school days of the beginning of each school year or within 10 school days of a child's enrollment in the district, whichever occurs first. Failure to submit an application for exemption within 10 school days constitutes forfeiture of the right to be exempted for the immediate school year.

2. Students transferring during the school year from a school which does not require standardized dress will be allowed 10 days to request an exemption.

The principal or designee shall give parents/guardians at least six months' notice before a school uniform policy is implemented. (Education Code 35183)

Students who participate in a nationally recognized youth organization shall be allowed to wear

~~organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)~~

~~The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.~~

~~The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.~~

~~General Policy Statement Regarding Standards for Band Members Participating in Band Reviews and Other Public Performances~~

~~Band is a voluntary program. Students are not obligated to participate and participation is not required for graduation. A student is not required to have band credits for college entrance. Thus, competition in high school band is a privilege and not a right. Accompanying that privilege is the responsibility of the band member to conform to standards established for members of the school band.~~

~~The following standards are based on the premise that the band member is in a position that represents the band, school, and community when and wherever the band performs:~~

~~Grooming and Appearance for Band Reviews~~

- ~~1. Sideburns shall not extend below the earlobe.~~
- ~~2. Girls must wear their hair inside their hats.~~
- ~~3. Boys' hair may not extend over the tops of the ears or down the back of the neck below the normal position of a shirt collar, nor be so long as to cover the uniform overlay collar.~~
- ~~4. Girls may wear a limited amount of make-up.~~
- ~~5. Grooming needs for band reviews is coordinated and under the discretion of the band instructor.~~

~~Citizenship~~

- ~~1. The band member should:~~
 - ~~a. Provide exemplary conduct both on and off the campus.~~
 - ~~b. Adhere to school and community laws.~~
 - ~~c. Show respect for other individuals and property.~~
 - ~~d. Show respect for good scholarship and academic achievement.~~

e. ~~Exhibit good sportsmanship and fair play.~~

~~Band Responsibility~~

1. ~~The band member has responsibilities to common goals and group loyalties with other band members.~~

2. ~~The band member should subordinate himself for band values.~~

3. ~~The band member should possess self-discipline and provide personal sacrifice to attain goals common to the band as a group.~~

4. ~~The band member will perform at all band functions excepting in extenuating circumstances as determined by the band director and/or the administration.~~

~~Athletic Dress Guidelines and Behavior Code~~

~~School athletics are a potential educative force of tremendous power in meeting many of the needs of youth. Competition and cooperation are prized in our California culture, and both are fostered by well-conducted athletic games under competent leadership. Interscholastic athletics should be provided for the "physically gifted" and represent one of the highest potential activity areas in secondary education for the pursuit of excellence.~~

~~Athletics which are regulated to meet educational objectives can provide a major contribution to fitness of the participant through (1) development of, and appreciation for health and physical fitness; (2) learning the "give and take" essential to environmental adjustment, and appreciating the values of sportsmanship and cooperation in good citizenship; (3) acquiring skills, knowledges, and attitudes which can result in life long recreational values; and (4) gaining self-reliance and understanding the necessity for hard work and self-discipline in order to be prepared for the task ahead.~~

~~Interscholastic athletics is a voluntary program. Students are not obligated to participate and participation is not required for graduation. A student is not required to have athletic credits for college entrance. Thus, competition in high school athletics is a privilege and not a right. Accompanying that privilege is the responsibility of the athlete to conform to standards established for the school athletic teams.~~

~~The following guidelines are ideals which the athlete should strive to attain. They are based on the fundamental premise that the athlete is in a position of school leadership and should represent his team, school and community in the highest order.~~

~~Rules of Behavior~~

~~Proper dress, grooming and appearance~~

1. ~~Sideburns should not extend below the bottom of the ear.~~
2. ~~Hair should not extend over the tops of the ears or down the back of the neck below the normal position of the collar of the type of shirt generally worn with a tie.~~
3. ~~No beards or goatees should be worn.~~
4. ~~If bangs are usually combed down, they should not extend over the tops of the eyebrows.~~
5. ~~Shoes and socks must be worn during all practices as well as in competition.~~
6. ~~In addition to the regularly accepted standards of dress, a coach has the right to require all team members to be uniformly attired when attending an athletic event; i.e., shirt, tie, school sweater, etc.~~

~~Citizenship~~

1. ~~The athlete should:~~
 - a. ~~Provide exemplary conduct both on and off campus~~
 - b. ~~Adhere to school and community laws~~
 - c. ~~Show respect for individuals and property~~
 - d. ~~Show respect for good scholarship and academic achievement~~
 - e. ~~Exhibit good sportsmanship and fair play~~

~~Team Responsibility~~

1. ~~The athlete has responsibilities to common goals and group loyalties with other team members.~~
2. ~~The athlete should subordinate himself/herself for team values.~~
3. ~~The athlete should possess self discipline and provide personal sacrifice to attain team goals.~~

~~Gang-Related Apparel~~

**At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff, and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.
(Education Code 32282)**

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received. As necessary, the school shall collaborate with law enforcement agencies to update definitions of gang-related apparel.

Regulation LOS BANOS UNIFIED SCHOOL DISTRICT
approved: May 8, 1997 Los Banos, California
revised: June 1998
revised: September 12, 2019

Los Banos USD

Board Policy

Sexual Health And HIV/AIDS Prevention Instruction

BP 6142.1

Instruction

The Governing Board recognizes that the purpose of the district's sexual health and HIV/AIDS prevention instruction is to provide students with the knowledge and skills necessary to protect them from unintended pregnancy and sexually transmitted diseases and to encourage students to develop healthy attitudes concerning adolescent growth and development, body image, gender roles, sexual orientation, dating, marriage, and family. The Board therefore desires to provide a well-planned sequence of **medically accurate and inclusive** instruction on comprehensive sexual health and **human immunodeficiency virus (HIV)/AIDS** prevention. **The district's educational program shall address the goals of the California Healthy Youth Act pursuant to Education Code 51930-51939, including providing students with the knowledge and skills necessary to protect them from risks presented by sexually transmitted infections, unintended pregnancy, sexual harassment, sexual assault, sexual abuse, and human trafficking and to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote students' understanding of sexuality as a normal part of human development and their development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family.**

(cf. 5030 - Student Wellness)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.25 - Availability of Condoms)

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

(cf. 6142.8 - Comprehensive Health Education)

The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

~~The district's curriculum shall be aligned with the state's content standards, based on medically accurate and factual information, and designed to teach students to make healthy choices and reduce high-risk behaviors. The district's program shall comply with the requirements of law, Board policy, and administrative regulation and shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.~~

~~(cf. 5141.22 - Infectious Diseases)~~

~~(cf. 5141.25 - Availability of Condoms)~~

~~(cf. 5146—Married/Pregnant/Parenting Students)
(cf. 6143—Courses of Study)~~

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12 at least once in junior high or middle school and at least once in high school. (Education Code 51934)

(cf. 6143 - Courses of Study)

The district's comprehensive sexual health education program shall include information on the affirmative consent standard. Affirmative consent is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

~~The Superintendent or designee may appoint a coordinator and/or an advisory committee regarding the district's comprehensive sexual health program. The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's comprehensive sexual health education program. The Board shall consider the advisory committee's recommendations when approving the district's program.~~

~~(cf. 1220—Citizen Advisory Committees)~~

The Superintendent or designee shall identify appropriate methods for informing the school community about subjects related to the district's comprehensive sexual health and HIV prevention education. The Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

Parent/Guardian Consent

~~A parent/guardian may request in writing that his/her child be excused from participating in HIV/AIDS prevention or sexual health education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51939)~~

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

(cf. 5022 - Student and Family Privacy Rights)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the

student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

33544 Inclusion of sexual harassment and violence in health curriculum framework

48980 Notice at beginning of term

49381 Human trafficking prevention resources

51202 Instruction in personal and public health and safety

51210.8 Health education curriculum

51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation

51240 Excuse from instruction due to religious beliefs

~~51513 Materials containing questions about beliefs or practices~~ **Test, questionnaire, survey, or examination containing questions about beliefs or practices**

~~51930-51939 Comprehensive Sexual Health and HIV/AIDS Prevention Education Act~~

California Healthy Youth Act

51950 Abuse, sexual abuse, and human trafficking prevention education

67386 Student safety; affirmative consent standard

HEALTH AND SAFETY CODE

1255.7 Parents surrendering physical custody of a baby

PENAL CODE

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

UNITED STATES CODE, TITLE 20

1232h Protection of student rights

7906 Sex education **requirements and prohibited use of funds**

Management Resources:

CSBA PUBLICATIONS

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

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

~~American Academy of Pediatrics: <http://www.aap.org>~~

~~American College of Obstetricians and Gynecologists: <http://www.acog.org>~~

~~American Public Health Association: <http://www.apha.org>~~

~~California Department of Education, Sex Education and HIV/STD Instruction:—~~
~~<http://www.cde.ca.gov/ls/he/se>~~

~~California Department of Public Health: <http://www.cdph.ca.gov>~~

California Department of Education, Sex Education and HIV/AIDS/STD Instruction:
<http://www.cde.ca.gov/ls/he/se>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Partnership to End Domestic Violence: <http://www.cpedv.org>

California Safe Schools Coalition: <http://www.casafeschools.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

~~National Academy of Sciences: <http://www.nationalacademies.org>~~

~~U.S. Department of Health and Human Services, Office of the Surgeon General:—~~
~~<http://www.surgeongeneral.gov>~~

Human Rights Campaign: <http://www.hrc.org/hrc-story/hrc-foundation>

U.S. Food and Drug Administration: <http://www.fda.gov>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: September 10, 2009 Los Banos, California

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Los Banos USD

Administrative Regulation

Sexual Health And HIV/AIDS Prevention Instruction

AR 6142.1

Instruction

Definitions

Comprehensive sexual health education means education regarding human development and sexuality, including education on pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

HIV prevention education means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS. (Education Code 51931)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

Age appropriate refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. (Education Code 51931)

Medically accurate means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (Education Code 51931)

General Criteria for Instruction and Materials

The Superintendent or designee shall ensure that the district's **comprehensive** sexual health and HIV/AIDS prevention instruction and materials are: (Education Code 51933, 51934):

1. **Are** Age appropriate

~~Age appropriate refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.~~

2. ~~Factually and~~ **Are** medically accurate and objective

~~Medically accurate means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.~~

3. ~~Available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner, as otherwise provided~~ **Are aligned with and support the following purposes as specified in the Education Code 51930:**

~~(cf. 6174— Education for English Language Learners)~~

a. **To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy**

b. **To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family**

c. **To promote understanding of sexuality as a normal part of human development**

d. **To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end**

e. **To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors**

4. ~~Appropriate for use with students of all races, genders, sexual orientations, and ethnic and cultural backgrounds,~~ **English learners, and students with disabilities, and students of all races, genders, sexual orientations, and ethnic and cultural backgrounds**

~~(cf. 0410— Nondiscrimination in District Programs and Activities)~~

~~(cf. 1312.3— Uniform Complaint Procedures)~~

~~(cf. 6174 - Education for English Learners)~~

5. ~~Accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids~~ **Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code**

6. ~~Not teaching or promoting religious doctrine~~ **Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials,**

and instruction in alternative formats and auxiliary aids

(cf. 6159 - Individualized Education Program)

7. ~~Not reflecting~~ **Do not reflect or promote bias or promoting prejudice against students in any person in** protected categories of discrimination pursuant to Education Code 220

~~(cf. 5145.3 - Nondiscrimination/Harassment)~~

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

(cf. 1312.3 - Uniform Complaint Procedures)

8. **Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships**

9. **Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes**

10. **Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so**

11. **Teach the value of and prepare students to have and maintain committed relationships such as marriage**

12. **Provide students with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, harassment, and intimidation**

~~(cf. 5145.3 - Nondiscrimination/Harassment)~~

13. **Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including communication and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities**

14. **Do not teach or promote religious doctrine**

Components of Sexual Health and HIV Prevention Education

~~Other district courses that may include subject matter related to that which is presented in either HIV/AIDS prevention or comprehensive sexual health instruction, shall not be subject to the requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parental notification and consent, if such courses contain: (Education Code 51932)~~

~~1. Solely a description or illustration of human reproductive organs that may appear in a~~

~~textbook adopted pursuant to law on physiology, biology, zoology, general science, personal hygiene, or health
(cf. 6142.8 – Comprehensive Health Education)
(cf. 6142.93 – Science Instruction)~~

The district's comprehensive sexual health education and HIV prevention education for students in grades 7-12, in addition to complying with the criteria listed above in the section "General Criteria for Instruction and Materials," shall include all of the following: (Education Code 51934)

1. Information on the nature of HIV and other sexually transmitted infections and their effects on the human body

~~2. Instruction or materials that discuss gender, sexual orientation, or family life and do not discuss human reproductive organs and their function~~

~~(cf. 6143 – Courses of Study)~~

~~Additional Requirements for HIV/AIDS Prevention Instruction~~

~~HIV/AIDS prevention instruction shall be offered at least once in junior high or middle school and once in high school. (Education Code 51934)~~

~~Instruction shall accurately reflect the latest information and recommendations from the United States Surgeon General, the federal Centers for Disease Control and Prevention, and the National Academy of Sciences. The district's curriculum shall satisfy the criteria listed in items #1-7 in the section entitled "Instruction and Materials" above and shall also include: (Education Code 51931, 51934)~~

~~1. Information on the nature of HIV/AIDS and its effects on the human body~~

2. Information on the manner in which HIV is and other sexually transmitted infections are and are is not transmitted, including information on activities that present the highest risk of HIV infection the relative risk of infection according to specific behaviors, including sexual behaviors and injection drug use

3. Discussion of methods to reduce the risk of HIV infection, including:

~~a. Emphasis that sexual abstinence, monogamy, the avoidance of multiple sexual partners, and abstinence from intravenous drug use are the most effective means for HIV/AIDS prevention~~

~~b. Statistics based upon the latest medical information citing the failure and success rates of condoms and other contraceptives in preventing sexually transmitted HIV infection~~

~~c. Information on other methods that may reduce the risk of HIV transmission from~~

~~intravenous drug use~~ **Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy**

The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

(cf. 5141.25 - Availability of Condoms)

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

4. ~~Discussion of the public health issues associated with HIV/AIDS~~ **Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention**

5. ~~Information on local resources for HIV testing and medical care~~ **Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing**

6. ~~Development of refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities~~ **Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others**

7. ~~Discussion about societal views on HIV/ and AIDS, including addressing unfounded stereotypes and myths regarding persons with HIV/ and AIDS and emphasizing compassion for persons~~ **people living with HIV/AIDS**

This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and testing is the only way to know if one is HIV-positive.

8. **Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence**

9. **Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:**

- a. Parenting, adoption, and abortion
- b. Information on the law surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5
- c. The importance of prenatal care

10. Information about sexual harassment, sexual assault, sexual abuse, and human trafficking, including:

- a. Information on the prevalence and nature of human trafficking, strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance if there is a suspicion of trafficking
- b. Information on how social media and mobile device applications are used for human trafficking

11. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs of each

The district's comprehensive sexual health education and HIV prevention education shall include instruction regarding the potential risks and consequences of creating and sharing suggestive or sexually explicit materials through cell phones, social networking web sites, computer networks, or other digital media. (Education Code 51934)

~~Additional Requirements for Sexual Health Instruction~~

~~The district's sexual health education curriculum shall satisfy the criteria listed in items #1-7 in the section entitled "Instruction and Materials" above as well as the following criteria:— (Education Code 51931, 51933)~~

- ~~1. — Instruction and materials shall encourage a student to communicate with his/her parents/guardians about human sexuality.~~
- ~~2. — Instruction and materials shall teach respect for marriage and committed relationships.~~
- ~~3. — Beginning in grade 7, instruction and materials shall teach that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy, teach that abstinence from sexual activity is the only certain way to prevent sexually transmitted diseases, and provide information about the value of abstinence while also providing medically accurate information on other methods of preventing pregnancy and sexually transmitted diseases.~~
- ~~4. — Beginning in grade 7, instruction and materials shall provide information about sexually transmitted diseases. — This instruction shall include how sexually transmitted diseases are and~~

~~are not transmitted, the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods of reducing the risk of contracting sexually transmitted diseases, and information on local resources for testing and medical care for sexually transmitted diseases.~~

~~5. Beginning in grade 7, instruction and materials shall provide information about the effectiveness and safety of all FDA approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception.~~

~~(cf. 5141.25—Availability of Condoms)~~

~~6. Beginning in grade 7, instruction and materials shall provide students with skills for making and implementing responsible decisions about sexual conduct.~~

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

~~7. Beginning in grade 7, instruction and materials shall provide students with information on the law concerning surrendering physical custody of a minor child 72 hours or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5.~~

~~(cf. 6143—Courses of Study)~~

Professional Development

The district's ~~instruction shall~~ **comprehensive sexual health education and HIV prevention education shall** be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, **healthy relationships, pregnancy, and HIV and other sexually transmitted diseases infections.** .
(Education Code 519321, 51933, 51934)

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV/AIDS prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

(cf. 4131 - Staff Development)

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV/AIDS prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV/AIDS. In-service training shall be voluntary for ~~district~~ personnel who have demonstrated expertise or received in-service training from the CDE or ~~federal~~ Centers for Disease Control and Prevention. (Education Code 51935)

The Superintendent or designee may expand HIV/AIDS in-service training to cover the topic of comprehensive sexual health education **in order** for district personnel teaching **comprehensive**

sexual health education to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

The Superintendent or designee shall periodically provide continuing education that enables district personnel to learn about new developments in the understanding of abuse, including sexual abuse, and human trafficking and current prevention efforts and methods. Such education may include early identification of abuse, including sexual abuse, and human trafficking of students and minors. (Education Code 51950)

Use of Consultants or Guest Speakers

The Superintendent or designee may contract with outside consultants ~~with expertise in comprehensive sexual health or HIV/AIDS prevention education,~~ **or guest speakers**, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver ~~the instruction~~ **comprehensive sexual health and HIV prevention education** or to provide training for district personnel. **All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction.** The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

(cf. 6145.8 - Assemblies and Special Events)

Parent/Guardian Notification

At the beginning of each school year, or at the time of a student's enrollment, **the Superintendent or designee shall notify** parents/guardians ~~shall be notified~~ about instruction in comprehensive sexual health education and HIV/AIDS prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV/AIDS prevention education are available for inspection
2. That parents/guardians ~~may request in writing that their child not receive~~ **have a right to excuse their child from** comprehensive sexual health or HIV/AIDS prevention education, **or research on student health behaviors and risks, provided they submit their request in writing to the district**
3. That parents/guardians have a right to request a copy of Education Code 51930-51939
4. Whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by district personnel or outside consultants; **and, if the district chooses to use outside consultants or guest speakers for this purpose, the following information:**

- a. **The date of the instruction**
- b. **The name of the organization or affiliation of each guest speaker**
- c. **Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938**

~~If the district chooses to use outside consultants or to hold an assembly with guest speakers to teach the comprehensive sexual health or HIV/AIDS prevention education, the notification shall include: (Education Code 51938)~~

- a. ~~The date of the instruction~~
- b. ~~The name of the organization or affiliation of each guest speaker~~
- c. ~~Information stating the right of the parent/guardian to request a copy of Education Code 51933-51934~~

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the **district Superintendent or designee** shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. ~~(Education Code 51938)~~

(cf. 5145.6 - Parental Notifications)

~~Parents/guardians shall be asked to sign and return to the school an acknowledgment that they have received the notification. If a parent/guardian wishes to excuse his/her child from instruction, he/she must provide a separate written request, as specified in Board policy.~~

Nonapplicability to Certain Instruction or Materials

The requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parental notification and consent shall not apply to the following: (Education Code 51932)

1. **A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health education or HIV prevention education as defined in Education Code 51931**

(cf. 6142.93 - Science Instruction)

2. **Instruction, materials, presentations, or programming that discusses gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and does not discuss human reproductive organs and their functions**

Regulation LOS BANOS UNIFIED SCHOOL DISTRICT
approved: September 10, 2009 Los Banos, California
revised: **September 12, 2019**

Los Banos USD

Board Policy

Visual And Performing Arts Education

BP 6142.6

Instruction

The Governing Board believes that visual and performing arts are essential to a well-rounded educational program and should be an integral part of the course of study offered to students at all grade levels. The district's arts education program shall ~~provide opportunities for creation, performance, and appreciation of the arts.~~ **be designed to foster students' artistic competencies, cultivate students' appreciation and understanding of the arts in ways that are enjoyable, fulfilling, and transferable to students' personal, academic, and professional endeavors, and support students to fully engage in lifelong arts learning.**

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

The Board shall adopt academic standards for dance, **media arts**, music, theatre, and visual arts that **lead to artistic literacy and promote access and equity in the arts.** District standards **shall** describe the skills, knowledge, and abilities that students shall be expected to possess at each grade level ~~The district's standards shall meet or exceed state standards for each of these disciplines.~~ **and shall meet or exceed state standards.**

(cf. 0415 - Equity)

(cf. 6011 - Academic Standards)

The Superintendent or designee shall develop a sequential curriculum for dance, **media arts**, music, theatre, and visual arts which is consistent with the state curriculum framework and includes the following ~~strands~~ **artistic processes**:

1. ~~Artistic perception: processing, analyzing, and responding to sensory information through the use of language and skills unique to each arts discipline~~ **Creating: conceiving and developing new artistic ideas and work**

2. ~~Creative expression: composing, arranging, and performing a work and using a variety of means to communicate meaning and intent in one's own original works~~ **Performing/producing/presenting: realizing artistic ideas and work through interpretation and presentation**

3. ~~Historical and cultural context: understanding the historical contributions and cultural dimensions of an arts discipline~~ **Responding: understanding and evaluating how the arts**

convey meaning

4. ~~Aesthetic valuing: analyzing and critically assessing works of dance, music, theatre, and visual arts~~ **Connecting: relating artistic ideas and work with personal meaning and external content**

(cf. 6141 - Curriculum Development and Evaluation)

5. ~~Connections, relationships, and applications: connecting, comparing, and applying what is learned in one arts discipline to learning in the other arts, other subject areas, and careers~~

~~(cf. 6141 - Curriculum Development and Evaluation)~~

The Board shall adopt standards-based instructional materials for visual and performing arts in accordance with applicable law, Board policy, and administrative regulation, which may incorporate a variety of media and technologies.

- (cf. 0400 - District Technology Plan)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 6161.1 - Selection and Evaluation of Instructional Materials)
- (cf. 6161.11 - Supplementary Instructional Materials)
- ~~(cf. 6161.3 - Toxic Art Materials)~~
- (cf. 6162.6 - Use of Copyrighted Materials)
- (cf. 6163.1 - Library Media Centers)

As appropriate, the Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of and ability to teach the arts and to implement ~~adopted instructional materials~~. **the district's arts education program.**

(cf. 4131 - Staff Development)

The Superintendent or designee shall encourage the integration of community arts resources into the educational program. Such resources may include opportunities for students to attend musical and theatrical performances, observe the works of accomplished artists, and work directly with artists-in-residence and volunteers. In addition, the Superintendent or designee may collaborate with community organizations to share resources and seek grant opportunities.

- (cf. 1230 - School-Connected Organizations)
- (cf. 1240 - Volunteer Assistance)
- (cf. 1260 - Educational Foundation)
- (cf. 1700 - Relations between Private Industry and the Schools)
- (cf. 3290 - Gifts, Grants and Bequests)
- (cf. 6020 - Parent Involvement)
- (cf. 6153 - School-Sponsored Trips)

The Superintendent or designee shall regularly evaluate the implementation of **the district's arts education program** at each grade level and report to the Board regarding its effectiveness in enabling students to meet academic standards.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

8950-8957 California summer school of the arts
32060-32066 Toxic art supplies
35330-35332 Field trips
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51225.3 Graduation requirements
58800-58805 Specialized secondary programs
60200-60210 Instructional materials, elementary schools
60400-60411 Instructional materials, high schools
99200-99206 Subject matter projects

Management Resources:

CALIFORNIA ALLIANCE FOR ARTS EDUCATION PUBLICATIONS

Parents' Guide to the Visual and Performing Arts in California Public Schools

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Visual and Performing Arts Framework for California Public Schools: Kindergarten through Grade Twelve, 2004~~

~~Visual and Performing Arts Content Standards, January 2001~~

~~Arts Education Program Toolkit: A Visual and Performing Arts Program Assessment Process, 2001~~

California Arts Framework for Public Schools, Kindergarten through Grade Twelve

California Arts Standards for Public Schools, Prekindergarten through Grade Twelve,

January 2019

WEB SITES:

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

Arts Education Partnership: <http://aep-arts.org>

California Alliance for Arts Education: <http://www.artsed411.org>

California Arts Council: <http://www.cac.ca.gov>

California Art Education Association: <http://www.caea-arteducation.org>

California Association for Music Education:

<http://www.actaonline.org/content/california-association-music-education>

California Dance Education Association: <http://www.cdeadance.org>

California Department of Education, Visual and Performing Arts: <http://www.cde.ca.gov/ci/vp>

California Educational Theatre Association: <http://www.cetoweb.org>

California Music Educators Association: <http://www.calmusiced.com>

The California Arts Project: <http://csmp.ucop.edu/tcap>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT
adopted: June 12, 2008 Los Banos, California
revised: May 8, 2014
revised: September 12, 2019

LOS BANOS USD

Board Policy

High School Graduation Requirements

BP 6146.1

Instruction

The Governing Board desires to prepare all students to obtain a high school diploma so that they can take advantage of opportunities for postsecondary education and employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Three courses in English (Education Code 51225.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Two courses in mathematics (Education Code 51225.3)

At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6152.1 - Placement in Mathematics Courses)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

4. Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

(cf. 6142.3 - Civic Education)
(cf. 6142.94 - History-Social Science Instruction)

5. One course in visual or performing arts; foreign language, including American Sign Language; or career technical education (CTE) (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

(cf. 6142.2 - World/Foreign Language Instruction)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education and Activity)

Note: Pursuant to Education Code 51225.3, the Board may prescribe additional coursework (e.g., health education, service learning) or other requirements (e.g., portfolios or senior projects) that district students must complete in order to obtain a diploma. If the Board does so, such courses or projects should be listed below.

Note: If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. See BP 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation. See AR 6143 - Courses of Study.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.8 - Comprehensive Health Education)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

Exemptions from District-Adopted Graduation Requirements

District students are required to complete graduation course requirements specified above, including the requirements imposed by Education Code 51225.3 and those adopted by the Board. However, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

(cf. 6175 - Migrant Education Program)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

Note: Items #1-3 below are optional and may be revised to reflect district practice.

In addition, the district may retroactively grant high school diplomas to: (Education Code 48204.4, 51430, 51440)

1. *Persons who departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure*

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

Honorary Diplomas

*****Note:** The following optional section reflects the Board's authority to confer honorary high school diplomas pursuant to Education Code 51225.5 and may be revised to reflect district practice.***

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the home country following the completion of one academic school year in the district

(cf. 6145.6 - International Exchange)

2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Legal Reference:

EDUCATION CODE

47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Student in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard
CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4670 Uniform complaint procedures
COURT DECISIONS
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

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

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

University of California, List of Approved a-g Courses:

<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

Adopted: September 12, 2019

Board Reference Material

SUBJECT TITLE: **Sufficiency of Instructional Materials**

REQUESTED ACTION: Hold Public Hearing & Adopt Resolution #36-19

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended that the Board hold a public hearing and adopt Resolution #36-19, Adequacy of Pupil Textbooks for the 2019-20 school year.

BACKGROUND INFORMATION:

The governing board of the Los Banos Unified School District is required to hold an annual public hearing and adopt a resolution stating whether each pupil in the district has sufficient textbooks or instructional materials in specified subjects consistent with the content and cycle of the curriculum frameworks adopted by the state board. In light of the Williams Lawsuit settlement it is necessary to hold this hearing to highlight the means by which the district is addressing instructional materials requirements. The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks. The program is provided to all students at the given grade level or enrolled in these courses.

ALTERNATIVE CURRENT MATERIALS

The District Superintendent’s signature and date on the appropriate form shall serve as assurance to the Superintendent of Public Instruction that the governing board of the Los Banos Unified School District has complied with the requirements of EC 60199 (c), 60422 (a), 60551 and California Code of Regulation (CCR), Title 5, Section 9531 (a).

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This goal does not directly align with the district adopted goals. It is a legal requirement.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

Textbook funds are included in the adopted budget.

ORIGINATOR: Paula Mastrangelo & C. Sean Richey, Ed.D. Chief Academic Officer
Date: September 12, 2019

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

RESOLUTION #36-19

RESOLUTION REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the Governing Board of Los Banos School District in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 12, 2019, at 7:00 p.m., and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, the governing board of a school district is responsible for providing the highest quality educational materials for its students, and

WHEREAS, the State of California has provided funding for textbooks and instructional materials, consistent with the state content standards through the Instructional Materials Fund, and;

WHEREAS, the governing board of the Los Banos Unified School District has provided adequate notice and conducted a public hearing to encourage participation of those interested in the affairs of the district on the issue of sufficiency of textbooks and instructional materials, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics

Macmillan/McGraw Hill, California Mathematics
CA Mathematics CA Edition 2007 (K-6)

Houghton Mifflin Harcourt
Go Math National, 2012 (K-1)

Science

Macmillan/McGraw Hill, McGraw Hill
California Science, 2008 (K-6)

History-Social Science

Pearson Scott Foresman, Scott Foresman History
Social Science for California, 2006 (K-5)

Holt, Rinehart & Winston, Holt California
Social Studies, 2006 (6-8)

English/Language Arts, including the English Language Development (ELD) component of an adopted program:

- ELA – Houghton Mifflin Reading: Medallion Edition, 2010 (K-6)
- ELD – Houghton Mifflin Reading: Medallion Edition English Language Development Program, 2010 (K-6)
- Intervention – Scholastic, READ 180, System 44, upgraded to Next Generation

e-Textbooks

- TCI- Bring Science Alive Ecosystems- 7th
- TCI- Bring Science Alive Cells and Genetics -7th
- TCI- Bring Science Alive Adaptations- 7th

- TCI- Bring Science Alive Matter- 8th
- TCI- Bring Science Alive Forces and Energy- 8th
- TCI- Bring Science Alive Waves -8th

- TCI-The Medieval World and Beyond -7th
- TCI- The US Through industrialism -8th

- Holt McDougal Literature, grade 7
- Holt McDougal Literature, grade 8

- Textbook/workbook
- Houghton Mifflin Harcourt Go Math 7
- Houghton Mifflin Harcourt Go Math 8

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive.

THEREFORE BE IT RESOLVED that for the 2019-2020 school year, the Los Banos Unified School District has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks.

Passed and adopted this **12th day of September, 2019**, at a regular meeting by the following vote:

Ayes _____

Noes _____

Absent _____

Abstain _____

President, Board of Education
Los Banos Unified School District

Clerk, Board of Education
Los Banos Unified School District

Superintendent
Los Banos Unified School District

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
August 8, 2019

City Hall
Council Chamber

Mr. Parreira called the meeting to order at 7:03 P.M.

Call to Order

PRESENT: Ms. Benton, Mr. Castro, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Rodriguez, Ms. Smith (Attending remotely via Face time). ABSENT: None

Roll Call

The audience was led in the Pledge of Allegiance by C. Sean Richey, Ed.D., Chief Academic Officer of Los Banos Unified School District.

Pledge of
Allegiance

On a motion by Member Munoz and seconded by Member Benton the Agenda was approved as submitted. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried. Board President Anthony Parreira stated that since Member Smith was attending remotely that all votes would be roll call votes.

Approval of
Agenda

No one from the public came forward.

Public Forum

Superintendent Marshall introduced the new Dean of Merced College Los Banos Campus, Dr. Lonita Cordova. She spoke about the continuing partnership with Merced College and the District. Christie Hendricks, Assistant Superintendent of Early Education from MCOE, was introduced. She and Linda Kaercher, Head Start Director, spoke about the program and the changes coming to the Los Banos Centers. Dr. Tammie Calzadillas introduced the newest members of the Los Banos Unified School District Administrative team. She introduced, Amer Iqbal, Alejandra Garibay, Richard Lust, Dr. Sean Richey, Zelda Dias-Harper, Laura Atkins-Brady, Tami Keller, Rebecca Salinas, and Dalila Hernandez. She gave background information on all of the new administrators and welcomed them to the District.

Recognitions/
Introductions

No Report

LBTA Report

No Report

CSEA Report

Dr. Marshall greeted everyone. He spoke about the LULAC event that took place on July 23rd at Pacheco High School. He stated that he attended a PLC training on August 6th with District Leadership teams. He congratulated Mason Ferreira, student at Creekside Junior High on winning the Youth Business Expo at the City Council Meeting held on August 7th. He invited all the Board Members to attend the Welcome Back Breakfast that was being held at Pacheco High School on Friday, August 9th.

Superintendent's
Report:

Tom Worthy, Director of Facilities gave an update on the projects currently in process. The LBE Fire Alarm project is complete except for one item but it is functional and up and running. The portable project at Volta is complete except for

Facilities Report

landscaping. The San Luis Project is moving forward with electrical work and the sewer portion of the job is complete. The project is nearing completion. The WUES fire alarm project started much too late and the construction team is now going to work from 4:00 p.m. until midnight as to not disrupt students. Jim Womack, Project Inspector for the New Elementary School Project, said that things are moving along and that the project is on schedule and slated to be finished in time. Antonio Rosales, Planning Principal of the new elementary school, gave a presentation on the progress of the building of the school and stated that the naming committee would be bringing their recommendations for the name of the new school to the October Board Meeting.

Trustee Reports

Gary Munoz read a recruitment flyer from the Parent Leadership Training Institute and shared information regarding the Merced County Family Resource Council and that he planned on taking the classes that they offered. Anahi Rodriguez offered prayers for the victims of all the events that had recently occurred. She said she attended an Annual Tax conference. She attended the LULAC Youth Leadership Conference. She thanked all involved at the La Esperanza Festival and to all who donated to the collection of school supplies for students in our district. She said she was looking forward to all of the Meet the Teachers events. Marg Benton thanked everyone for the well wishes and supportive calls that she has recently received. She wished everyone the best for the new year and welcomed all the new staff. She stated she appreciated them and was excited about the upcoming school year. Marlene Smith welcomed Dr. Cordova and all of the new administrative hires that were introduced. Luis Castro attended the LULAC conference and he saw the value in the event. He said that the important representatives from the city and State showed the students that they are valued and that we care. Ray Martinez said that he also attended the LULAC event and that there were great presentations from leaders and agencies and that it was a great benefit to the students in attendance. He acknowledged the teachers and Administrative staff that were in attendance. Anthony Parreira gave thanks to the classified staff that feed our students, get them to school safely and clean up after them and to the secretaries who are in the front line in the school offices and get yelled at by parents. He said the LULAC conference was great. He welcomed the new hires, the newly promoted staff and everyone back for the new year.

On a motion by Member Munoz seconded by Member Martinez Trustees approved the Nutrition Services Production Supervisor-Classified Management position/job description. Ayes: Benton, Castro, Munoz, Parreira, Rodriguez, Smith; Noes: Martinez; Absent: 0. Motion carried.

New Job
Description/
Nutrition Services
Production
Supervisor

On a motion by Member Munoz seconded by Member Benton, Trustees approved the salary schedule to accompany the new position of Nutrition Services Production Supervisor. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

Salary Schedule/
Nutrition Services
Production
Supervisor

On a motion by Member Munoz seconded by Member Castro, Trustees approved the Provisional Internship Permit for Kevin Smothers, Math/Los Banos High School. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

Provisional
Internship Permits

<p>On a motion by Member Munoz seconded by Member Martinez, Trustees adopted Resolutions #16-19, #17-19, #18-19, #19-19, #20-19, #21-19, #22-19, #23-19, #24-19, #25-19, #26-19, #27-19, #28-19, #29-19, #30-19 and #31-19 approving identified certificated staff to teach outside of their credential authorization per Education Code #44258.3 and Section #44258.7 C & D. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.</p>	<p>Resolutions #16-19 to #31-19 Authorization of Teaching Assignments</p>
<p>On a motion by Member Martinez seconded by Member Benton, Trustees approved the Variable Term Waiver Request in order to fill the open math position at Los Banos High School. A Variable Term Waiver was requested for: Marysol Martinez – Foundational Math, Los Banos High School. Ayes: Benton, Castro, Munoz, Parreira, Rodriguez, Smith; Noes: Martinez; Absent: 0. Motion carried.</p>	<p>Variable Term Waiver Request</p>
<p>On a motion by Member Benton seconded by Member Rodriguez, Trustees approved the Addendum to the 2019-20 Local Control Accountability Plan. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.</p>	<p>LCAP Addendum</p>
<p>On a motion by Member Martinez seconded by Member Munoz, Trustees adopted Resolution #14-19; Support of Application Requesting Grant Funding for the New Construction Projects. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.</p>	<p>Resolution #14-19 Support of Application Requesting Grant Funding</p>
<p>On a motion by Member Munoz seconded by Member Rodriguez, Trustees adopted Resolution #15-19; approving Dr. Mark Marshall, Superintendent and Mr. Amer Iqbal, Assistant Superintendent-Administrative Services as authorized signatures for School Facility Program related documents. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.</p>	<p>Resolution #15-19 Authorization to Sign Applications</p>
<p>On a motion by Member Benton seconded by Member Rodriguez, Trustees approved Memorandum of Understanding between Los Banos Unified School District (LBUSD) and UC Merced Center for Educational Partnerships (UCM CEP). Ayes: Benton, Castro, Munoz, Parreira, Rodriguez, Smith; Noes: Martinez; Absent: 0. Motion carried.</p>	<p>MOU UC Merced Center for Educational Partnerships/ LBUSD</p>
<p>Board President Anthony Parreira asked that Item D-1 on the Consent Calendar be pulled for further discussion. On a motion by Member Martinez seconded by Member Munoz the Consent Calendar was approved as amended. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.</p>	<p>CONSENT CALENDAR</p>
<p>Trustees approved the minutes of the: Regular Meeting held on July 11, 2019 and the Special Meeting held on July 17, 2019.</p>	<p>Minutes</p>
	<p>Personnel Actions</p>

Certificated Report: Appointments: Shepherd, Rachel – Academic Counselor-PHS; Martinez Cisneros, Claudia – Student Advocate – PHS; Acevedo, Jennifer – Mental Health Counselor – PHS; Martinez, Marysol – Math – LBHS; Smothers, Kevin – Math – LBHS; Bailey, Irma – Inclusion Specialist – MSE; Retired: None. Resigned: Martinez Cisneros, Claudia – Mental Health Counselor – PHS. Extra Duty
Appointments: Melgar, Leila – Auxiliary Units Advisor – LBHS; Anaya, Sandra – Head Volleyball Coach, 8th Grade – CJHS; Cicairos, Mark - Asst. Football Coach, Varsity – LBHS; Cook, John – Asst. FROSH Football Coach –LBHS; Painter, John – Asst. JV Football Coach – LBHS; Alvarez, Gregory – FROSH Football Coach – LBHS; Nelson, Ila – Yearbook Advisor – PHS; Nelson, Ila – Scholarship Advisor – PHS; Olds, Lindsey – Pentathlon Coach – MSE; Curry, David – Varsity Cross Country Coach – PHS; Tartt, Kiana – JV Spirit Team Advisor – PHS; Mentz, Garrett – Asst. Varsity Football Coach – LBHS; Thomas, Demond – Head JV Football Coach – PHS; Santos, Anthony – Asst. Varsity Football Coach – LBHS; Barcellos, Lynn – Girls Tennis Coach – LBHS; Saechao, Sandlin – Head FROSH Football Coach – PHS; Rodriguez, Carlos – Asst. Varsity Football Coach – LBHS.

Classified Report: New Hires: Aleman, Cindy – SS, Behavior Support Assistant (6.0 Hrs); Chang, Sang – MSE, Computer Technician (8.0 Hrs); Deges, Taylor – SS, Behavior Support Assistant (6.0 Hrs); Doubek, Shannan – SS, Behavior Support Assistant (6.0 Hrs); Garibay, Alejandra – DO, Director of Fiscal Services; Gonzales, Johnny – LBJH, Campus Security (6.0 Hrs); Maciel, Laura – PHS, Custodian (8.0 Hrs); Miramontes, Alicia – SS, Behavior Support Assistant (6.0 Hrs); Mondragon, Alyssa – HME, Paraprofessional (3.25 Hrs); Waldron, Heather – SS, Board Certified Behavioral Analyst Appointments: None. Promotional: Incaprera, Amparo – PHS, Office Assistant (8.0 Hrs). Retired: None. Termination: None. Resigned: Felix, Shannon – SS, Behavior Support Specialist – Effective 7/22/2019. Leave of Absence: None.

The monthly Fiscal Report was submitted for Board information.

Monthly Fiscal Report

Trustees approved the following agreements/proposals: MCOE, Parent Leadership Training Institute; MCOE, Head Start Ground Lease; MCOE, Media Contract Addendums; Jake Randall, M.S., Independent Evaluation; The Stepping Stones Group, Speech Therapy Services; 360 Degree Customer Inc., Speech Therapy Services.

Agreements/
Contracts

Trustees approved the following overnight/out-of-state travel: Disney World Varsity Leadership Cheerleading Trip Nov. 21-26, 2019; LBHS Varsity Girls Volleyball, Reno/Sparks NV Aug 29-31, 2019.

Out of
State/Overnight
Travel

Trustees declared specific library books and/or textbooks as obsolete and to dispose of in accordance with Board Policy #3270.

Obsolete Books

Trustees approved the warrants for payment.

Warrants

Board President Anthony Parreira asked to discuss item D-1 from the Consent Calendar. He questioned why we were paying for interns and asked for further

MCOE, IMPACT
Intern Program

information. Dr. Calzadillas, Assistant Superintendent of Human Resources said that we have not paid for interns in the past and that this was a new program started at MCOE and she was going to do some research and bring this back to the board at a later date with more information. Future Agenda/
Discussion Item

There were no future agenda items or discussion.

The meeting was adjourned by Mr. Parreira at 8:04 P.M.

SECRETARY

Adjournment

**LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
August 15, 2019**

District Office
Board Room

The meeting was called to order at 5:30 P.M. by Mr. Parreira.

Call to Order

PRESENT: Ms. Benton, Mr. Castro, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Rodriguez (5:32), Ms. Smith. ABSENT: None

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, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion Carried.

Approval of
Agenda

A public hearing on the question of annexation of Territory into its Community Facilities District No. 2 was opened at 5:32 p.m. and no members of the public came forward and the public hearing was closed at 5:33 p.m. Board Clerk Marlene Smith stated that there were no written protests received either. Counsel for the District, Jennifer Grant stated that "Counsel to District confirms that the protests are not sufficient to prohibit the Board of Education from proceeding with the annexation of territory into the District's Community Facilities District NO. 2 (Mitigation Agreement)." On motion by Member Benton, seconded by Member Munoz, Trustees approved the annexation. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion Carried.

Public Hearing on
Question of
Annexation

On motion by Member Martinez, seconded by Member Smith Trustees adopted Resolution #32-19 ordering the annexation of territory ("Territory") into its Community Facilities District No. 2 (Mitigation Agreement) ("CFD No. 2"). Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion Carried.

Resolution #32-19

On motion by Member Munoz, seconded by Member Martinez, Trustees adopted Resolution #33-19 calling a special mailed-ballot election to submit the question of levying a special tax within the area proposed to be annexed ("Territory") into its Community Facilities District No. 2 (Mitigation Agreement) ("CFD No. 2"). Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion Carried.

Resolution #33-19

On motion by Member Smith, seconded by Member Benton, Trustees adopted Resolution #34-19 declaring the results of the special mailed-ballot election regarding annexation of territory ("Territory") into its Community Facilities District No. 2 (Mitigation Agreement) ("CFD No. 2") Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion Carried

Resolution #34-19

On motion by Member Benton, seconded by Member Smith, Trustees approved the Consent Calendar Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion Carried **CONSENT CALENDAR**

Trustees approved the following agreements/proposals: California School Board Association (CSBA), Governance Team Workshop. Agreements/ Contracts

Trustees approved the following overnight/out-of-state travel: LBHS/PHS Students and Staff. FFA National Convention and Leadership Trip, Indiana/Washington D.C., Oct 29-Nov 6, 2019. Overnight/ Out of State Travel

The public session adjourned at 5:38 p.m. and a five minute recess was held.

The Trustees started closed session at 5:43 p.m. Closed Session

There was no action to report from closed session. Report of Closed Session

The meeting was adjourned by Mr. Parreira at 6:18 p.m. Adjournment

Secretary

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
August 31, 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: Ms. Benton, Mr. Castro, Mr. Martinez (9:03), Mr. Munoz, Mr. Parreira, Ms. Rodriguez, Ms. Smith.

Roll Call

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

Closed Session

The Regular Meeting was called to order at 9:24

Regular Meeting

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

Pledge of
Allegiance

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

Approval of
Agenda

There were no public comments.

Public Forum

Trustees and Dr. Marshall held a work study session conducted by Lozano Smith Attorney, Megan Macy on governance practices, including unity of purpose, roles, responsibilities, norms and protocols. A Brown Act workshop was conducted.

Governance Team
Workshop

The meeting was adjourned by Mr. Parreira at 12:42 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 – September 12, 2019**

APPOINTMENT:

Rodriguez, Salvador – Student Advocate – CJHS
Souto, Michelle – Associate Preschool Teacher – HME
Lo Curto, Thomas – 6th Grade Teacher – MSE
Gerardo Duran Cabrera Jr.– Math - LBHS

RETIRED

None

RESIGNED

EXTRA DUTY

APPOINTMENTS:

Barger, Darryl – Water Polo Coach, Boys-LBHS; Hale, Charles – Asst. Varsity Football Coach-PHS;
Vargas, Andrew – Asst. Varsity Football Coach – PHS; Pikas, Charles Jr. – Activities Director-PHS
Pikas, Charles Jr. – Athletic Director – PHS; Jones, Kevin – Asst. Varsity Football Coach – PHS
Barton, Ronnie – Asst. Varsity Football Coach – PHS; Castaneda, Charles – Head Varsity Wrestling Coach –PHS; Mello, Barbara – Asst. Volleyball Coach, JHS 8th Grade – LBJHS
McCullough, Kimberly -Yearbook Advisor-LBHS; Jenkins, Tyrell- Asst. Varsity Football Coach-LBHS
Medrano, Michael- Asst. JV Football Coach-PHS; Bonillas, Michael-Varsity Golf Coach, Girls-LBHS; Baca, Sandra – Asst. Volleyball Coach, 7th Grade-LBJHS; Lee, Chauncey-Asst. FROSH Football Coach – PHS; Caropreso, Dustin – Head Varsity Football Coach – LBHS; Heguy, Mark – Head Soccer Coach, JHS, Boys – CJHS; Bartlett, Kathy – Pentathlon – CJHS; Fuentes, Douglas – Asst. FROSH football coach – LBHS; Mitchell, Laurence – Asst. Varsity Football Coach – LBHS
Voelcker, Cassandra – Head FROSH Volleyball Coach, Girls – PHS; Brooks, Taylor – Water Polo Coach, Girls – LBHS; Moore, Lori – Head Spirit Team Advisor – PHS; Bourbon, Jalen – Asst. Varsity Football Coach – LBHS; Samaniego, Isaac – JV Volleyball Coach, Girls – LBHS
Siemiller, Jeremy-Head Varsity Football Coach-PHS; Kennedy, Damien – Athletic Director – CJHS
Soliz, Gregorio – Head Varsity Volleyball Coach, Girls – LBHS; Green, Hannah – Head JV Volleyball Coach, Girls – PHS; Clark, Brian – Band Director, JHS – LBJHS; Alvarez, Tracey-Head FROSH Volleyball Coach-LBHS; Troy Fifield- Head JV Soccer Coach, Girls – LBHS; Troy Fifield – Asst. Soccer Coach, Boys – CJHS; Carlos Arceo – Asst. Soccer Coach, JHS, Boys – LBJHS; Manuel J. Garcia – Head Soccer Coach, JHS Boys – LBJHS; Tammie Schultz – Pentathlon Coach – WUES; Christopher Witt – Asst. JV Football Coach - PHS

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

REPORT OF CLASSIFIED EMPLOYMENT FOR BOARD APPROVAL – September 12, 2019

New Hires:

Ceja Corona, Maria – FS, Child Nutrition Worker (1.5 Hrs)
Ciuffo, Derrick – FS, Child Nutrition Worker (1.5 Hrs)
Foreman, Jaime – PHS, Campus Security (5.5 Hrs)
Piasta, Adrienne – FS, Child Nutrition Worker (1.5 Hrs)
Salvatier, Margarita – FS, Child Nutrition Worker (1.5 Hrs)
Verduzco, Alexander – TK, Custodian (6.0 Hrs)
Wiley, Brittany – TK, Paraprofessional (4.0 Hrs)

Appointments:

Bachelder, Monique – FS, Child Nutrition Worker (3.0 Hrs)
Camberos, Estela – RME, Paraprofessional (3.25 Hrs)
Custer, Karen – VE, Paraprofessional (4.0 Hrs)
Raspberry, Cecilia – VE, Paraprofessional (4.0 Hrs)

Promotional:

Alberti, Jalana – FS, Nutrition Services Production Supervisor (8.0 Hrs)
Alvarenga, Virginia – LFE, Office Assistant (6.0 Hrs)
Garcia, Adriana – VE, Paraprofessional (4.5 Hrs)
Garcia, Laura – PS, Behavior Support Assistant (6.0 Hrs)
Maxwell, Maria – DW, Translator-Interpreter (8.0 Hrs)
Nunes, Tonya – CE, Library Media Specialist (7 .0 Hrs)

Retired:

Termination:

Resigned:

Huarte, Jamie – DW, Crossing Guard – Effective 8/11/2019
Vicuna, Martha – PS, Paraprofessional – Effective 8/23/2019

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: September 12, 2019

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUE DETAIL							
	REVENUE LIMIT SOURCES :	119,890,095.00		119,890,095.00	8,996,150.87	110,893,944.13	7.50
	FEDERAL REVENUES :	6,717,409.00		6,717,409.00	232,136.18	6,485,272.82	3.45
	OTHER STATE REVENUES :	11,795,891.00		11,795,891.00	269,526.88	11,526,364.12	2.28
	OTHER LOCAL REVENUES :	807,027.00		807,027.00	419,338.57	387,688.43	51.96
	* TOTAL YEAR TO DATE REVENUES	* 139,210,422.00 *	.00 *	139,210,422.00 *	9,917,152.50 *	129,293,269.50 *	7.12

EXPENDITURE DETAIL

CERTIFICATED SALARIES :	56,722,733.00		56,722,733.00	8,599,808.41	48,122,924.59	15.16
CLASSIFIED SALARIES :	20,272,185.00		20,272,185.00	3,132,204.85	17,139,980.15	15.45
EMPLOYEE BENEFITS :	41,095,493.00		41,095,493.00	5,409,075.04	35,686,417.96	13.16
BOOKS AND SUPPLIES :	11,422,835.00	186,612.00-	11,236,223.00	595,430.50	10,640,792.50	5.29
SERVICES, OTHER OPER. EXPENSE :	9,110,978.00	205,012.00	9,315,990.00	1,389,321.46	7,926,668.54	14.91
CAPITAL OUTLAY :	1,058,000.00	15,000.00-	1,043,000.00	71,787.54	971,212.46	6.88
OTHER OUTGOING :	1,730,000.00		1,730,000.00	167,664.00	1,562,336.00	9.69
DIRECT SUPPORT/INDIRECT COSTS :	316,197.00-		316,197.00-	.00	316,197.00-	0.00
PRIOR YEAR EXPENDITURE :	757,744.00		757,744.00	381,197.72	376,546.28	50.30
* TOTAL YEAR TO DATE EXPENDITURES	* 141,853,771.00 *	3,400.00 *	141,857,171.00 *	19,746,489.52 *	122,110,681.48 *	13.91

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 EDGT
* TOTAL YEAR TO DATE OTHER FINANCING	* 80,000.00-*	.00 *	80,000.00-*	.00 *	80,000.00-*	0.00

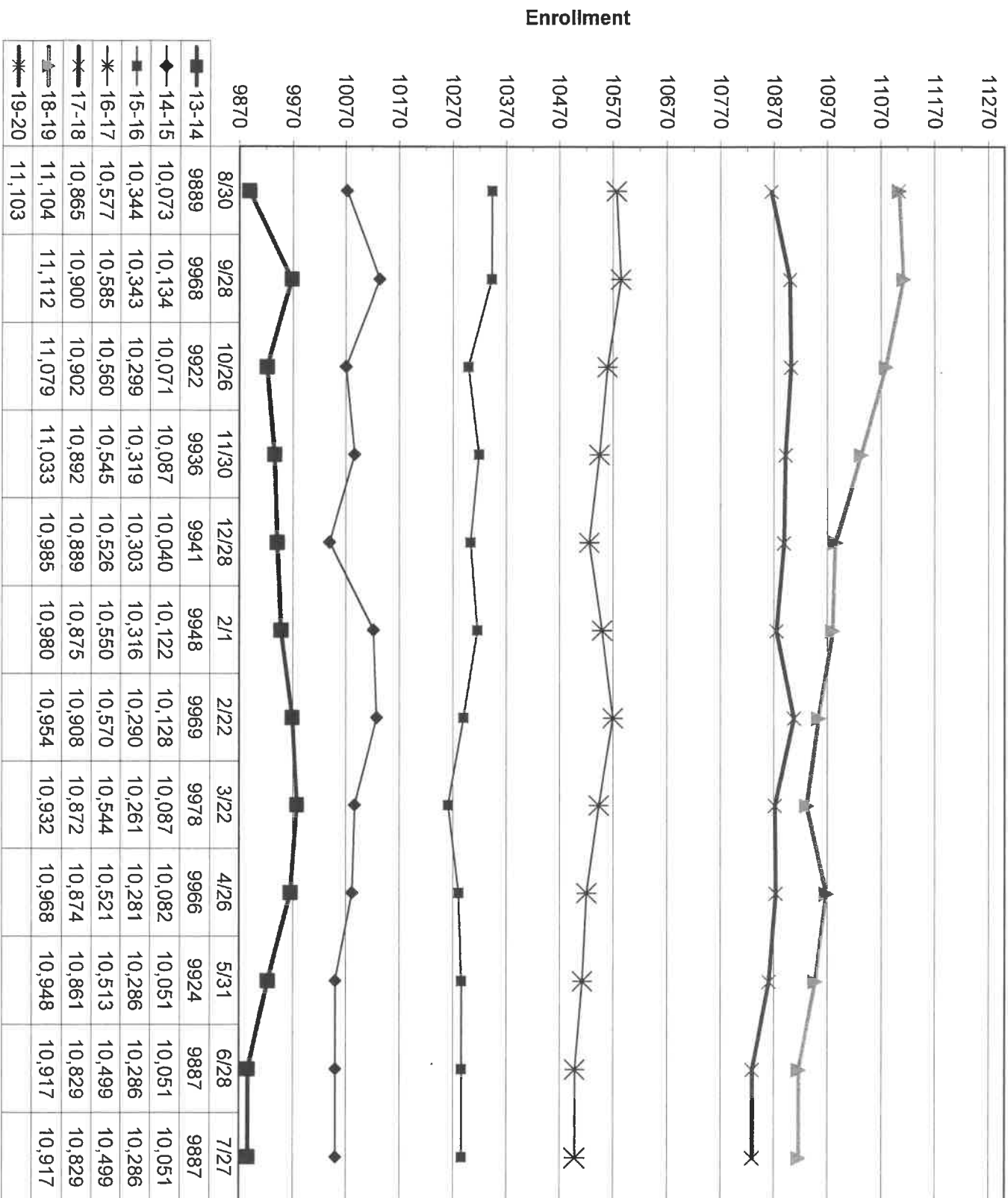
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	23,588,752.24	12,019,590.44-	11,569,161.80
9130	REVOLVING CASH ACCOUNT	25,200.00	.00	25,200.00
9135	CASH W/ FISCAL AGENT		109.11-	109.11-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	7,174,931.44	398,013.45-	6,776,917.99
9310	DUE FROM OTHER FUNDS	360,622.33	.00	360,622.33
9340	OTHER CURRENT ASSETS	.00	.00	2,250.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,772,657.78-	2,628,585.74	144,072.04-
9522	STRS REF EXCESS CONTRIBUTION	1,223.96-	.00	1,223.96-
9550	USE TAX LIABILITY	36,150.74-	24,308.84-	60,459.58-
9553	REPAY		726.29-	726.29-
9554	INSURANCE		109,418.10	109,418.10
9556	MISC DISTRICT VOL-DEDS (1)		10,110.13-	10,110.13-
9557	Refunds of PRRS, STRS, SS, MED	.01-	127.17-	127.18-
9563	STRS TAX DEFERRED REPAYMENT		625.28	625.28
9564	RETIREE LIABILITY	66.75	114,980.71-	114,913.96-
9610	DUE TO OTHER FUNDS	68,632.82-	.00	68,632.82-
9650	UNEARNED (DEFERRED) REVENUE	4,026,027.48-	.00	4,026,027.48-
* NET YEAR TO DATE FUND BALANCE		24,247,129.97 *	9,829,337.02-*	14,417,792.95 *
* EXCESS REVENUES/(EXPENDITURES)		24,247,129.97 *	9,829,337.02-*	14,417,792.95 *

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	.00	139,210,422.00	9,917,152.50	129,293,269.50	7.12
B.	EXPENDITURES	141,853,771.00	3,400.00	141,857,171.00	19,746,489.52	122,110,681.48	13.91
C.	EXCESS REVENUES (EXPENDITURES)	2,643,349.00-	3,400.00-	2,646,749.00-	9,829,337.02-	7,182,588.02	371.37
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-	3,400.00-	2,726,749.00-	9,829,337.02-	7,102,588.02	360.47
F.	FUND BALANCE :						
	BEGINNING BALANCE (9791)	.00	.00	.00	.00	.00	NO EDGT
	AUDIT ADJUSTMENTS (9793)	.00	.00	.00	.00	.00	NO EDGT
	OTHER RESTATEMENTS (9795)	.00	.00	.00	.00	.00	NO EDGT
	ADJUSTED BEGINNING BALANCE	.00	.00	.00	.00	.00	NO EDGT
G.	ENDING BALANCE	2,723,349.00-	3,400.00-	2,726,749.00-	9,829,337.02-	7,102,588.02	360.47

Account classifications selected		Field ranges selected	
FD-RESC-Y-OBJT-SO-GOAL-FUNC-SCH-DD1-DD2		FI	RANGE
1.	07-????-?-????-??-????-????-??-??-??-??		
2.	- - - - -		
3.	- - - - -		
4.	- - - - -		
5.	- - - - -		
6.	- - - - -		
7.	- - - - -		
8.	- - - - -		
9.	- - - - -		
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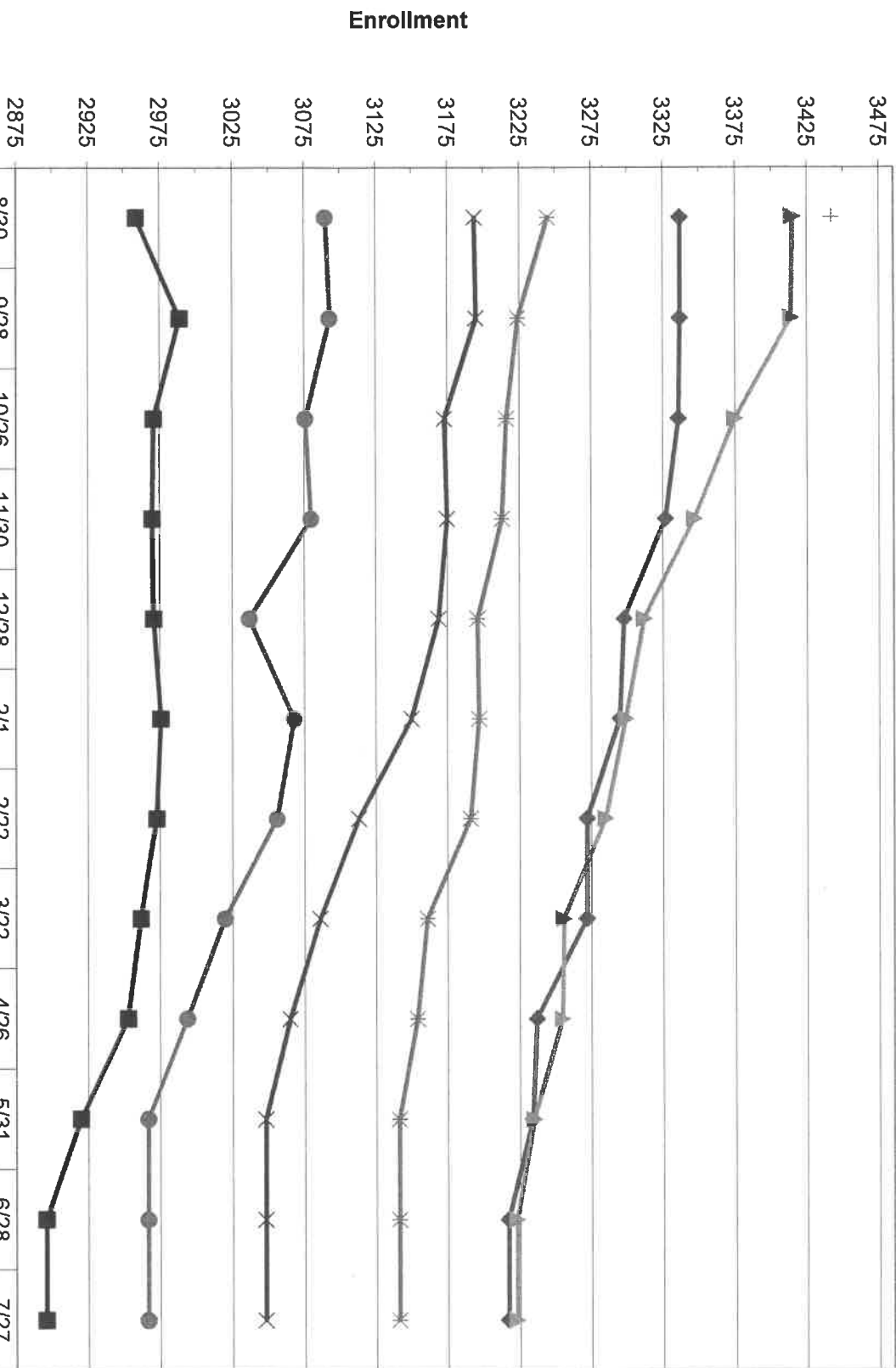
FROM DATE: 07/01/2019 TO DATE: 06/30/2020
 BREAK BY: N Fund only
 RESTRICTED: B Restricted combined
 RESTRICTED FIELD: RESC

K-12 Enrollment (including SDC) by Month



- 13-14
- ◆ 14-15
- 15-16
- ◆ 16-17
- ✱ 17-18
- ▲ 18-19
- ✱ 19-20

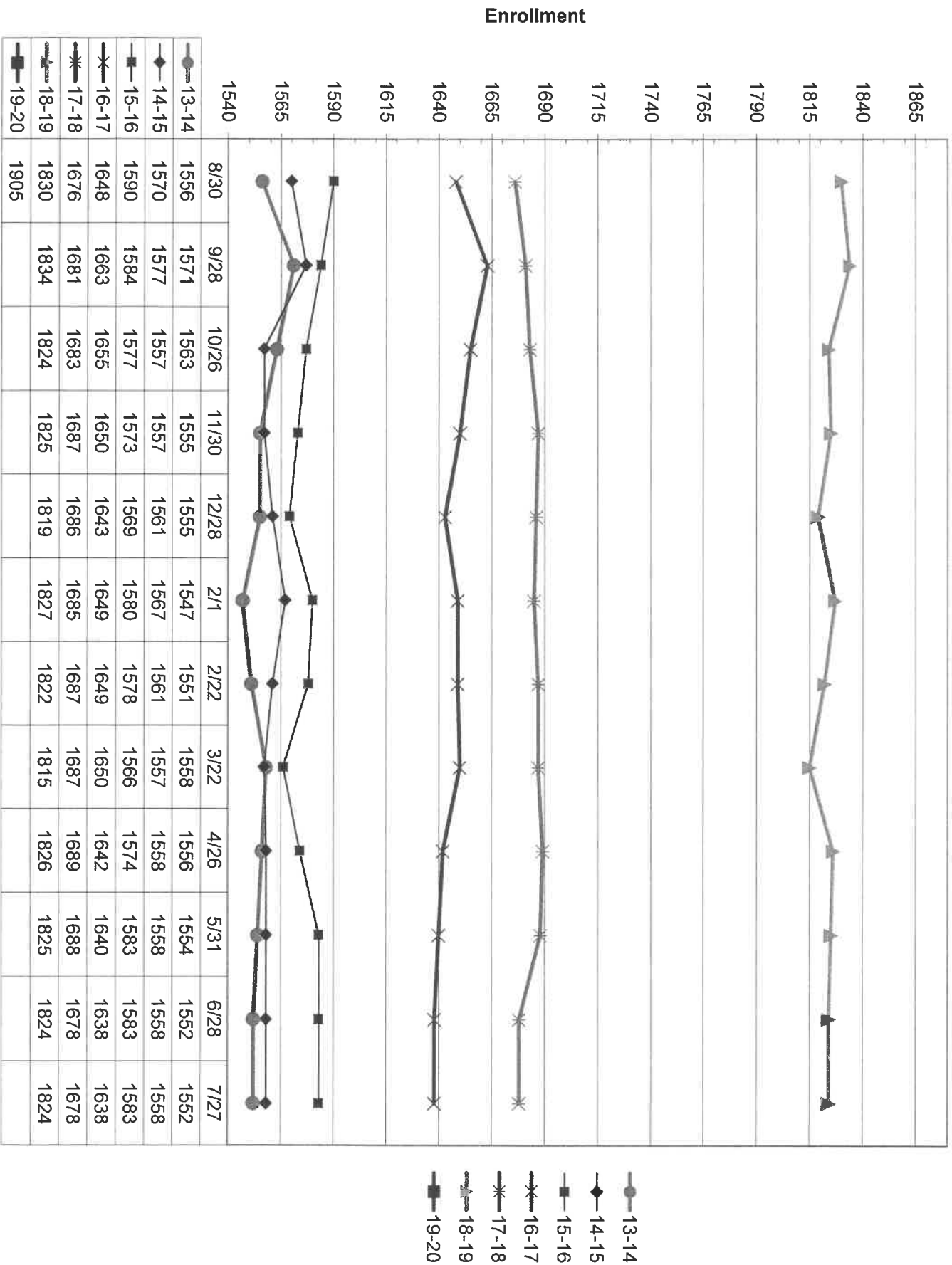
9-12 Enrollment (including SDC)



- 13-14
- 14-15
- ✕ 15-16
- ✱ 16-17
- ◆ 17-18
- ▲ 18-19
- ⬆ 19-20

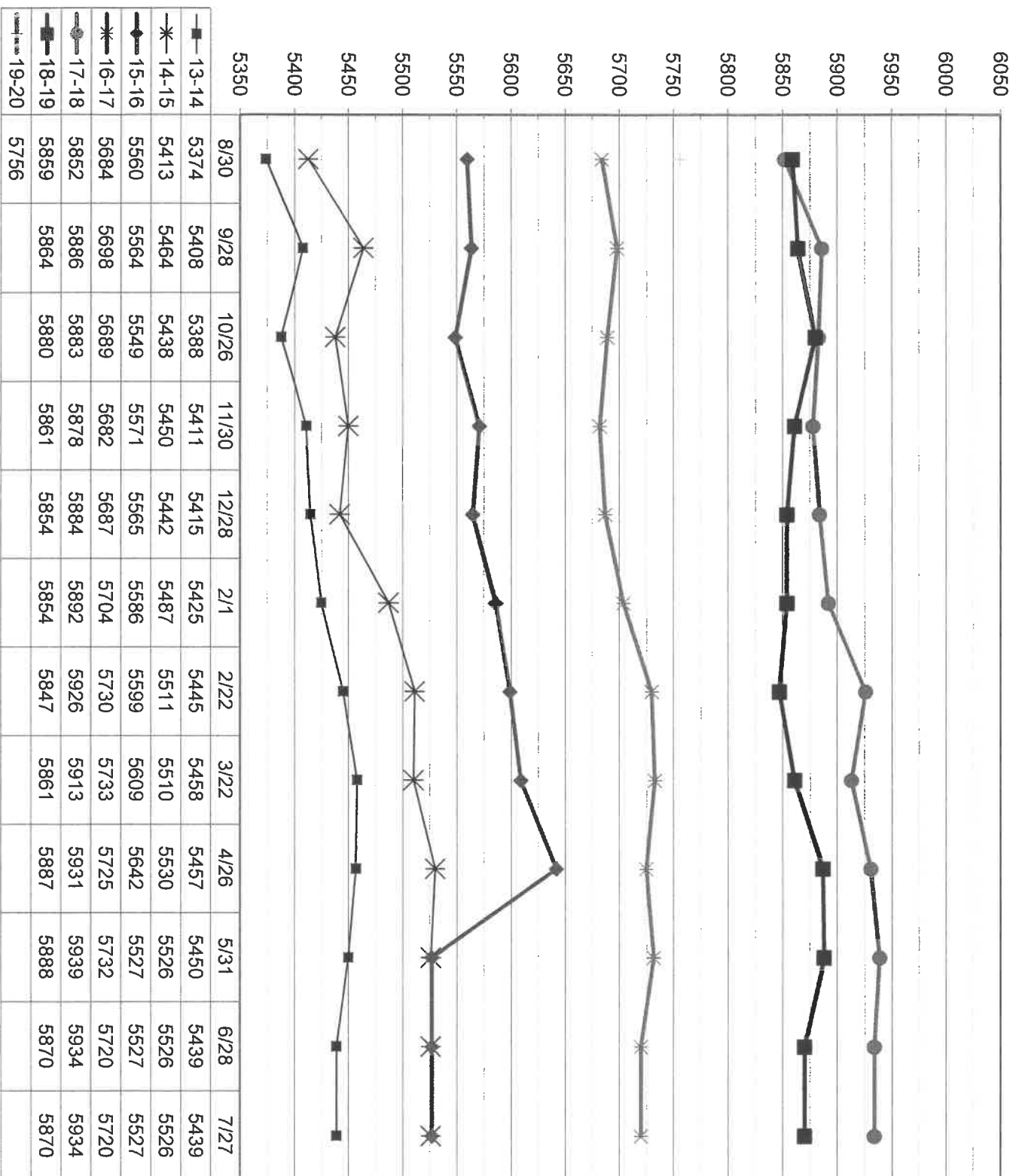
Month

7-8 Enrollment (including SDC)



K-6 Enrollment (Including SDC) by Month

Enrollment



- 13-14
- ✱ 14-15
- ◆ 15-16
- 16-17
- 17-18
- 18-19
- 19-20

Month

Los Banos Unified School District
2019-2020 Developer Fees

	2016-17	Monthly %	Cumulative %	2017-18	Monthly %	Cumulative %	2018-19	Monthly %	Cumulative %	2019-20	Monthly %	Cumulative %
JUL	\$5,731.20	0.25%	0.25%	\$274,657.79	8.01%	8.01%	\$309,617.57	12.98%	12.98%	\$86,944.18	23.45%	23.45%
AUG	\$26,649.18	1.16%	1.41%	\$208,796.85	6.09%	14.10%	\$281,495.00	11.80%	24.78%	\$283,834.35	76.55%	100.00%
SEP	\$47,479.74	2.07%	3.48%	\$275,404.32	8.03%	22.13%	\$102,499.83	4.30%	29.08%		0.00%	100.00%
OCT	\$51,686.41	2.25%	5.74%	\$218,715.47	6.38%	28.50%	\$89,323.29	3.74%	32.82%		0.00%	100.00%
NOV	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$2,293,035.19	100.00%		\$3,429,640.53	100.00%		\$2,385,455.57	100.00%		\$370,778.53	100.00%	

Board Reference Material

SUBJECT TITLE: 2018-19 and 2019-20 Gann Limit

REQUESTED ACTION: Adopt 2018-19 and 2019-20 Gann Limit Resolution #38-19

Action X Discussion/Information

RECOMMENDATION:

The Board is asked to adopt the 2018-19 and 2019-20 Gann Appropriations Limit Resolution #38-19

BACKGROUND INFORMATION:

The District is required to calculate and approve an Appropriations Limit each year. The calculation is included for your information.

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):

None.

ORIGINATOR: Alejandra Garibay, Director of Fiscal Services
Date: September 12, 2019

LOS BANOS UNIFIED SCHOOL DISTRICT
1717 South Eleventh Street
Los Banos, California 93635-4800

RESOLUTION # 38-19

RESOLUTION FOR ADOPTING THE "GANN" LIMIT

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2018-19 fiscal year and a projected Gann Limit for the 2019-209 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2018-19 and 2019-20 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2018-19 and 2019-20 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provide copies of this Resolution along with the appropriate attachments to interested citizens of this District.

Passed and adopted this 12th day of September, 2019, at a regular meeting by the following vote:

Ayes _____

Noes _____

Absent _____

Abstain _____

President, Board of Education or Designee
Los Banos Unified School District

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2017-18 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2017-18 Actual			2018-19 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	79,471,183.90		79,471,183.90			83,788,368.55
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	10,405.51		10,405.51			10,582.63
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2017-18			Adjustments to 2018-19		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2018-19 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2018-19 P2 Report			2019-20 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	10,582.63		10,582.63	10,792.00		10,792.00
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			10,582.63			10,792.00
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2018-19 Actual			2019-20 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	125,859.65		125,859.65	0.00		0.00
2. Timber Yield Tax (Object 8022)	11.58		11.58	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	11,284,861.62		11,284,861.62	13,898,505.00		13,898,505.00
5. Unsecured Roll Taxes (Object 8042)	839,544.33		839,544.33	0.00		0.00
6. Prior Years' Taxes (Object 8043)	15,411.63		15,411.63	0.00		0.00
7. Supplemental Taxes (Object 8044)	271,065.41		271,065.41	0.00		0.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	863,372.28		863,372.28	0.00		0.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	985,016.52		985,016.52	180,000.00		180,000.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	14,385,143.02	0.00	14,385,143.02	14,078,505.00	0.00	14,078,505.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	14,385,143.02	0.00	14,385,143.02	14,078,505.00	0.00	14,078,505.00

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			1,386,668.83			1,386,668.83
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			1,386,668.83			1,386,668.83
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	100,686,013.00		100,686,013.00	105,991,590.00		105,991,590.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(95,870.00)		(95,870.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	100,590,143.00	0.00	100,590,143.00	105,991,590.00	0.00	105,991,590.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	135,114,623.81		135,114,623.81	139,210,422.00		139,210,422.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	306,472.49		306,472.49	55,000.00		55,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS						
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			79,471,183.90			83,788,368.55
2. Inflation Adjustment			1.0367			1.0365
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0170			1.0198
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			83,788,368.55			88,737,102.31
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			14,385,143.02			14,078,505.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,269,915.60			1,295,040.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			70,789,894.36			76,045,266.14
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			70,789,894.36			76,045,266.14
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			193,636.70			35,620.66
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			14,578,779.72			14,114,125.66
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			70,596,257.66			76,009,645.48
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			14,578,779.72			
b. State Subventions (Line D8)			70,596,257.66			
c. Less: Excluded Appropriations (Line C23)			1,386,668.83			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			83,788,368.55			

Board Reference Material

SUBJECT TITLE: District Representative, MCSIG

REQUESTED ACTION: Designate

Action X Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt Resolution #37-19 designating Amer Iqbal as the District's representative and Alejandra Garibay as the alternate to the Merced County Schools' Insurance Group.

BACKGROUND INFORMATION:

This is an annual appointment required by the JPA guidelines to adopt the attached resolution.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVE/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities:

None

ORIGINATOR: Amer Iqbal, Assistant Superintendent for Administrative Services

DATE: September 12, 2019

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

Resolution # 37-19

Merced County Schools' Insurance Group

WHEREAS, TITLE 1, Division 7, Chapter 5, Article I, (Section 6500 et. seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, California law authorizes school districts and Joint Powers Authorities to establish self-funded programs; and

WHEREAS, districts in California determined there was a need and formed a self-funded system for Workers' Compensation coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Authority for self-funding for Workers' Compensation coverage; and

NOW, THEREFORE, BE IT RESOLVED, that:

Los Banos Unified School District Board designates Amer Iqbal as its representative to the Governing Board of the Merced County Schools Insurance Group.

Los Banos Unified School District Board designates Alejandra Garibay as the alternate representative to the Governing Board of the Merced County Schools Insurance Group.

Passed and adopted this 12th day of September, 2019, by the following vote:

Ayes _____
Noes _____
Absent _____
Abstain _____

Dr. Mark Marshall
Secretary, Board of Trustees
Los Banos Unified School District

Board Reference Material

SUBJECT TITLE: **Public Benefit Grants Program: New Alternative Fuel Vehicle Purchase**

REQUESTED ACTION:

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve resolution 35-19 authorizing Los Banos Elementary School/Renee Leonard/Amer Iqbal to make application for and sign certain assurances with respect to applications for Local, State and Federal programs, projects or grants.

BACKGROUND INFORMATION:

Los Banos Elementary School is applying for a grant to replace their 2008 Club Car Carryall 2.

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):

\$0-no financial impact on the district

ORIGINATOR: Renee C Leonard, Principal, Los Banos Elementary School
Date: September 12, 2019

School Board Resolution #35-19

It was approved by the Los Banos Unified School District Governing Board, that the following Resolution be adopted:

RESOLUTION #35-19 AUTHORIZING Los Banos Elementary School/Renee Leonard/Amer Iqbal TO MAKE APPLICATION FOR AND TO SIGN CERTAIN ASSURANCES WITH RESPECT TO APPLICATIONS FOR LOCAL, STATE AND FEDERAL PROGRAMS, PROJECTS OR GRANTS

WHEREAS, Several Local, State and Federal programs allow public and non-profit transportation providers to apply for administration, capital, and operation assistance programs or grants; and

WHEREAS, Los Banos Unified School District Governing Board must authorize someone by resolution, as the "Authorized Individual" to make application and administer the Public Benefit Grant Program;

NOW, THEREFORE, BE IT RESOLVED that the Los Banos Unified School District Governing Board hereby authorizes Los Banos Elementary School/Renee Leonard/Amer Iqbal to make application for, to sign required assurances, and to administer the Public Benefit Grant Program with respect to applications for Local, State and Federal programs, projects or grants, on behalf of this School District.

The foregoing Resolution was passed and adopted by the Los Banos Unified School District Governing Board at a regular meeting thereof, held on this 12th day of September, 2019.

Ayes _____
Noes _____
Absent _____
Abstain _____

President, Board of Education
Los Banos Unified School District

Clerk, Board of Education
Los Banos Unified School District

Board Reference Material

SUBJECT TITLE: 2019-20 Sierra Vista Mental Health Clinician Contract for Crossroads Alternative Education Center

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the contract with Sierra Vista Child & Family Services to provide mental health counseling services for the 2019-20 school year for Crossroads Alternative Education Center.

BACKGROUND INFORMATION:

The Los Banos Unified School District has had an increasing need for mental health counseling and support. The Crossroads Alternative Education Center met the criteria for Comprehensive Support and Improvement (CSI) grant for \$172,000. Schools that meet the criteria for CSI must develop and implement a plan to improve student outcomes. Many of the students attending Crossroads need an alternative educational setting and more supports than comprehensive sites can give. This contract with Sierra Vista will assist Crossroads students by providing support for their social, emotional, and behavioral needs.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This supports Goal #3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

The contract will cost the District \$130,000 to be paid by the Comprehensive Support and Improvement Grant funds for Crossroads Alternative Ed.

ORIGINATOR: Sean Richey, Ed.D – Chief Academic Officer

Date: September 12, 2019



INDEPENDENT CONTRACT AGREEMENT

This independent contractor agreement is effective upon the signature of the last party to sign this agreement, and is made between SIERRA VISTA CHILD & FAMILY SERVICES, a private non-profit community based organization pursuant to § 501(c)(3) of the Internal Revenue Code, located at 100 Poplar Ave., Modesto, California 95354 (Administration Office) (the "Contractor"), and LOS BANOS UNIFIED SCHOOL DISTRICT, a California school district located at 1717 S. Eleventh Street, Los Banos, California 93635 (the "District").

The parties agree as follows:

- 1. Independent contractor engagement and status.** The District hereby retains the services of Contractor to perform the projects and assignments described in Article 2 of this agreement, as well as such other projects and assignments that the District may assign and the Contractor may accept during the term of this agreement, subject to all of the following terms and conditions:
 - 1.1. Independent contractor status.** The Contractor and its officers, employees, and agents, shall perform the agreement in an independent capacity and not as officers, employees, or agents of the District
 - 1.2. Standards.** The Contractor shall provide the services in Article 2 of this agreement in a competent and professional manner. All services shall be completed to the reasonable satisfaction of the District.
- 2. Services to be performed.** The contractor shall provide the services described below in Sections 2.1 and 2.2 to the District.
 - 2.1. Administrative services.** The Contractor shall perform the following administrative functions:
 - 2.1.1 Staffing and related matters.** The Contractor shall provide the District with one (1) FTE Clinician. In the event a clinician is absent from the project the Contractor shall make a good faith effort to ensure a replacement is provided in a timely manner. Such an absence may be temporary (e.g., due to extended illness or other medical leave) or permanent (e.g., due to dismissal, transfer, or resignation). The Contractor shall be responsible for communicating with



Clinician regarding placement, hours, and procedures, with the exceptions of joint training and coordination efforts between Contractor and District.

- 2.1.2 Cancellation of a Clinician's participation in the Project:** The District hereby reserves the right to cancel a Clinicians' participation in the Project at any of the District sites. Cancellation by the District is not required to terminate the at-will employment relationship between a Clinician and the Contractor. As such, the Contractor hereby reserves the right to terminate the at-will employment relationship between a Clinician and the Contractor. The District shall have no right to terminate the at-will employment relationship between a Clinician and the Contractor.
- 2.1.3 Payroll.** The Contractor shall be responsible for receiving and processing time sheets, distributing payroll, and administering any fiscal reimbursement to Clinician.
- 2.1.4 Recording keeping and related matters.** The Contractor shall assist Clinician with fingerprinting, TB skin testing, and other security measures. All Contractor employees must undergo a complete security check prior to commencement of employment and contact with clientele. Candidates must show evidence of good moral character and good physical and mental health. Employees must possess a current California Driver's License, and be at least 22 years of age. Security procedures include a background check, Live Scan through the Department of Justice, and clearance from the Child Abuse Index. Employees must pass a TB test and a physical exam. Employees must also submit proof of identity and legal ability to work in the United States.
- 2.1.5 Professional development and technical assistance.** The Contractor shall provide training, coaching, clinical supervision, and other technical assistance to Clinician in the areas of clinical practice, service coordination, and seamless integration into the school campus community. The Contractor shall continuously monitor the progress and development of Clinician.
- 2.2 Scope of Work.** The Contractor, through its Clinician, shall work collaboratively with the District and its employees to implement an Individualized Student Services program on the Districts school campus as listed in Section 2.3 of this agreement. Contractor clinician will provide individual student services addressing social, emotional and



behavioral challenges/symptoms identified as interfering with student success. Services include the following:

- 2.2.1 Screening/Assessment.** Screening and Assessment is provided to identify social/emotional/behavioral symptoms and develop appropriate strategies for support services.
- 2.2.2 Individual Counseling.** Counseling to assist students with specific issues that significantly interfere with functioning in school. Individual counseling addresses the needs such as stress, depression, anxiety, identity issues, self-esteem, relationship and adjustment issues.
- 2.2.3 Family Counseling.** Family Counseling focused on strengthening family relationships and overcoming negative behavioral patterns, which impact school and social/emotional functioning.
- 2.2.4 Parent Counseling.** Parent counseling to gain specific support for extra challenging parenting issues. Parents receive individual time with a counselor to help develop strategies and encouragement to address more severe behavior concerns.
- 2.2.5 Case Management Services.** Case Management is a strengths-based service that is meant to enhance the student and families functioning within the home, work/school, and community. The student/family's needs/strengths are identified, and Clinician advocates for and connects the family to appropriate services, and monitors those services to determine any further needs.
- 2.2.6 Parent Education.** Parent Education groups in one session and/or multi-week format presented at school site as needed.
- 2.2.7 Crisis Management.** Contractor clinician works collaboratively with District staff to assess and address student crisis.
- 2.2.8 Teacher Consultation.** Clinician will provide Teacher Consultation. The clinician comes alongside teachers and helps enhance skills by augmenting teacher understanding of behavioral health issues. In this regard, consultation may help teachers develop coping skills for dealing with disruptive behavior in the classroom. The clinician may also help with the implementation of behavior plans; assist teachers in developing new strategies for handling problem behavior and work with teachers to develop new ways of communicating with parents, children, and administration. Group consultation and collaboration with teachers can also be offered.



2.2.9 Attend Meetings. The clinician is available to attend meetings supporting student success including, IEP meetings, Student Study Teams, and other collaborative meetings.

2.2.10 In-home Support. Clinician provides in-home support to students and families on an as needed basis.

2.2.11 Other. Additional services that advance the goals of the program may also be implemented. These services are agreed upon in advance through collaborative efforts of Contractor and District.

2.3 Place of performance. The primary place of performance for services listed in 2.2 above will be on the District school campus. The District will provide office space for a Clinician at the school. It is understood that some services will take place off campus in the community, including family homes. Clinician will receive Clinical Supervision Group provided by a Sierra Vista Licensed Clinician on a weekly basis after school hours.

2.4 Supplies and Equipment

2.4.1 Relating to the services described in Section 2.1. The Contractor agrees to provide equipment and supplies required for completion of the Contractor's services described in Section 2.1 of this contract.

2.4.2 Relating to the services described in Section 2.2. The Contractor will have access to equipment and supplies (copy machine, fax, landline telephone, etc.) on the school site.

3 Term of Agreement, termination, and renewal. This agreement shall be effective upon the signature of the last party to sign this agreement (the "Effective Date") and shall continue until June 30, 2020 (the "Termination Date"), unless terminated sooner pursuant to the conditions set forth below. A three percent (3%) COLA will be applied to the rate each subsequent fiscal year after 2019-2020.

3.1 Termination for cause. Either the Contractor or the District may terminate this agreement immediately for cause, including any breach or default of this agreement.

3.2 Termination without cause. Either the Contractor or the District may terminate this agreement at any time for any reason upon the notice described in Sections 3.2.1 and



3.2.2. In the event of early termination, the Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in the manner the District deems proper.

3.2.1 Notice by District. The District shall provide sixty (60) days' notice to the Contractor. Such notice should conform to the standards described in Section 3.4.

3.2.2 Notice by Contractor. The Contractor shall provide sixty (60) days' notice to the District. Such notice should conform to the standards described in Section 3.4.

3.3 No renewal of term. This agreement expires on the Termination Date and will not automatically renew for a subsequent term. In the event the District chooses to renew this agreement, such renewal shall be communicated to the Contractor ninety (90) days prior to the conclusion of the contract.

3.4 Form of notice. All notice pursuant to this Article 3 shall be in writing and signed by a duly authorized officer or agent of the notifying party.

4 Compensation.

4.1 Compensation. Total service compensation shall not exceed the agreed upon cost to the Contractor. Based on 1.0 FTE Clinician working over the period of 11 months, service compensation shall not exceed \$130,000. The Contractor shall invoice the District each month for the previous month's service. TOTAL SHALL NOT EXCEED: \$130,000 for year 1. A three percent (3%) COLA will be applied for each subsequent year.

4.2 Benefits and insurance. The Contractor shall not be entitled to any benefit which may be provided to any employee of the District, such as paid sick leave, holiday pay, vacation pay, or health, dental, life or disability insurance. Furthermore, the Contractor understands and agrees that the Contractor is not eligible to receive workers' compensation benefits in the event an injury, illness, or accident occurs while the Contractor or its employees are performing services for the District.

4.3 Remittance. The remittance address shall be:

**SIERRA VISTA CHILD & FAMILY SERVICES
100 Poplar Ave.
Modesto, CA 95354**



4.4 Contact Information

Jeff Anderson, Clinical Director
SIERRA VISTA CHILD & FAMILY SERVICES
100 Poplar Ave.
Modesto, CA 95354

5 Status, taxes, risk assumption, indemnification.

5.1 Independent Contractor status: The Contractor is and at all times during the term of this agreement shall remain an independent contractor. The Contractor shall operate strictly as an independent Contractor and not as an agent or employee of the District. As such, the Contractor shall have sole control over the manner and means (i.e., details) of performing the services outlined in Article 2 above. Nothing in this agreement or in any subsequent modification hereto shall be interpreted to create any relationship of employer/employee, principal/agent, partnership, or joint venture. The Contractor shall have no authority to obligate, commit, or bind the District in any manner whatsoever, and The District shall have no liability to the Contractor or to others for any acts or omissions of the Contractor.

5.2 Taxes. The Contractor shall be solely responsible for, and The District shall have no obligation to withhold or pay, any income, social security, unemployment, disability, or other taxes on amounts due or payable under this agreement.

5.3 Indemnification. Each party to this agreement shall indemnify, hold harmless and, if requested, defend the other party, its officers, employees, agents, and members of its governing board, from and against any and all claims, demands, losses, judgments, liabilities, causes of action, and expenses, including reasonable attorney's fees and costs, they may sustain or incur, or which may be imposed upon them for injury to or death of any person, or damage to property, or for any other act(s) arising out of or in any manner related to or connected with the indemnifying party's (including its officers, employees, and agents) willful misconduct and negligence in performing or failing to perform its duties and obligations under this agreement.

5.4 Liability insurance. Without limiting the Contractor' indemnification, the Contractor shall secure and maintain, at its sole cost and expense during the term of this agreement, a comprehensive general liability policy using an occurrence policy form with combined single limit of one million dollars (1,000,000 USD), with a three million (3,000,000 USD) aggregate limit. The District shall be named as an additional insured on the policies by



endorsements that shall be attached to this agreement as proof of insurance. The Contractor shall forward copies of such endorsements to the District within ten (10) days following execution of this agreement. Written notification by the carrier(s) to the District, at least thirty (30) days prior to cancellation, failure to renew, or other changes in coverage, is required. The insurance provided under the Contractor's policies shall be primary, and any insurance maintained by the District shall apply, only if required by law, in excess of and not insurance maintained by the District shall apply, only if required by law, in excess of and not contributory with the insurance required under the terms of this agreement.

6 Proprietary information.

6.1. Proprietary information and intellectual property. The District agrees that all trade secrets, patents, copyrights, and other proprietary information, as well as any inventions, discoveries, and improvements, that the Contractor and its officers, employees, and agents, create or contribute to during the course of rendering services, to the District shall be the sole property of the Contractor, and the District hereby assigns and transfers all right, title, and interest it may have in any such trade secrets, patents, copyrights, proprietary information, inventions, discoveries, and improvements.

7 Miscellaneous provisions.

7.1 Construction and severability. No provision of this agreement shall be construed against any party merely because that party or its attorney drafted or revised the provision in question. The provisions of this agreement are severable, and if any part of it is found to be unenforceable, the other provisions shall remain fully valid and enforceable.

7.2 Governing law. This agreement shall be governed by the laws of the State of California.

7.3 Voluntariness. The parties have entered into this agreement freely and voluntarily, with a full understanding of its terms, and after having had full opportunity to secure independent advice and counsel.

7.4 Distribution.

- "Copy No. 1" to the District; and
- "Copy No. 2" to the Contractor.



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8 Effectiveness and date. This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the associated date with that party's signature). Each party is signing this agreement on the date stated opposite that party's signature.

Date: _____

By: _____

Jeff Anderson, LMFT, Clinical Director
Sierra Vista Child & Family Services

Date: 9/3/2019

By: _____

Sean Richey
Los Banos Unified School District

Proposed Budget
Projected Expenditures and Revenues

Proposer Name Sierra Vista Child & Family Services

Legacy Health Endowment Los Banos

8/1/2019 - 7/31/2020

Expenditures

Personnel Expenditures

1.00 FTE Clinician	\$	55,640
0.20 FTE Program Supervisor	\$	10,500
0.05 FTE Program Coordinator	\$	2,545
0.20 FTE Clerical/Data Collection/Evaluation	\$	6,825
Benefits and Taxes 24%	\$	18,124
Total Personnel Costs	\$	93,634

Operating Expenditures

Facility Cost	\$	5,502
Office Expense/Program Supplies	\$	5,000
Travel - Mileage	\$	5,408
Personnel Processing	\$	500
Interpreting Services	\$	3,000
Total Operating Costs	\$	19,410

Non-Recurring Expenditures

Total Non-recurring Costs	\$	-
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Administrative Overhead (15%)

\$	16,956
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Total Projected Expenditures

\$	130,000
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Revenues

Funds for this RFP

\$	130,000
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Board Reference Material

SUBJECT TITLE: **Memorandum of Understanding and Agreement Between The California State University’s Cal TEACH Program and Los Banos Unified School District – Student Teaching Program**

REQUESTED ACTION: Approve

 Action X

 Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the Memorandum of Understanding (MOU) and Agreement between The California State University’s Cal TEACH Program and Los Banos Unified School District (LBUSD). This MOU defines the responsibilities of all parties as it relates to the employment of interns and assisting in meeting the provisions of applicable state law and regulations required for teacher credentialing.

BACKGROUND INFORMATION:

California State University through its Cal TEACH Program wishes to partner with LBUSD. The Cal TEACH program is designed to support interns who are enrolled in a credentialing program and are employed by the District. The internship is designed to give participants on the job experiences in the public school setting while fulfilling the credentialing requirements prescribed by the California Commission on Teacher Credentialing and the California Department of Education.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

None.

ORIGINATOR: Tammie Calzadillas, Assistant Superintendent of Human Resources
Date: September 12, 2019



California State University's CalStateTEACH Program

**Memorandum of Understanding and Agreement to
Provide Student Teacher Placements to University Students**

This agreement is between the Los Banos Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning August 1, 2019 and ending July 31, 2022, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the internship for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.



6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.



STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from



any of the internship placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.



CalStateTEACH
TEACHER PREPARATION PROGRAM



Distinguished Program

Signed this _____ date of _____.

School District Designee

Regional Director, California State University's CalStateTEACH

Board Reference Material

SUBJECT TITLE: 2019-21 County Truancy Officer Agreement

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the 2019-21 Agreement with the Merced County District Attorney's Office, Merced County Superintendent of Schools and all Merced County School Districts for the employment of a county-wide truancy officer.

BACKGROUND INFORMATION:

Merced County is working on a coordinated approach to providing other case management services to families as they are identified through the Student Attendance Review Board (SARB) process and home visits. To that end, the District Attorney, Merced County Superintendent, and the Merced County Districts desire to have a County Truancy Officer to create an atmosphere of cooperation between staff, parents, and law enforcement with the implementation of the "Here to Learn Program." The County Truancy Officer will assist participating districts in Merced County with coordinating efforts around their most difficult SARB cases.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS ?

This item is supported by Board Goal number 3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

The cost per District is \$2.00 per average daily attendance (ADA) per year, based upon the District's prior year Second Interim Report.

ORIGINATOR: Mark Marshall, Superintendent

Date: September 8, 2019

**MEMORANDUM OF UNDERSTANDING BETWEEN MERCED COUNTY
DISTRICT ATTORNEY’S OFFICE, THE MERCED COUNTY
SUPERINTENDENT OF SCHOOLS, AND ALL MERCED COUNTY SCHOOL
DISTRICTS**

This Agreement is made by and between the Merced County District Attorney’s Office (“DA”), the Merced County School Districts (collectively referred to as the “Districts”) for the employment of a county-wide truancy officer (“County Truancy Officer”) to implement the “Here to Learn Program”.

Recitals

- A. The DA, the County Superintendent, and the Districts desire to improve student attendance at school, the cornerstone of learning.
- B. The DA, the County Superintendent, and the Districts are aware of the potential for crime, drug and alcohol use, and community disturbances, in addition to the loss of education, when students are not attending school. The parties believe that the having a County Truancy Officer directly involved with the youth attending schools within Merced County will help minimize these impacts.
- C. The DA, the County Superintendent, and the Districts desire the County Truancy Officer to create an atmosphere of cooperation between staff, parents, and law enforcement to decrease truancy and tardiness in school, and to promote student attendance and a safe educational environment.
- D. The DA, the County Superintendent, and the Districts desire to set forth the duties and responsibilities of the parties with respect to employment of a County Truancy Officer to assist the Districts and implement the “Here to Learn Program”.

The DA, the County Superintendent, and the Districts agree as follows:

- 1. **Term of Agreement.** This two year Agreement shall be effective July 1, 2019 and shall remain in effect until June 30, 2021, unless extended or terminated as provided by the terms of this Agreement.
- 2. **County Superintendent as Lead Educational Agency.** The Districts designate the County Superintendent as the lead educational agency to communicate with the DA and all of the Districts to implement this Agreement.
- 3. **Programmatic Feedback.** Prior to March 15, 2021, the DA and the County Superintendent will provide the Districts with a written report evaluating the effectiveness of the County Truancy Officer in accomplishing the goals of this Agreement.

4. **Renewal/Expiration of Agreement.** This Agreement shall renew for additional two years increment (July 1, 2019 to June 30, 2021) unless the County Superintendent notifies the DA or the DA notifies the County Superintendent in writing on or before June 1, 2021 that the Agreement will not be renewed. In the event of non-renewal, the termination will be effective on June 30, 2021.
5. **School District Participation.** All participating districts agree to participate in the “Here to Learn Program” for the initial two (2) years of this Agreement. However, any of the Districts may elect not to participate in this Agreement thereafter by providing the County Superintendent with written Notice of Non-Participation on or before May 1, 2021, or on or before May 1 of any subsequent renewal year of this Agreement. If a district elects not to participate, the District shall cease its participation in the Agreement on June 30 of the school year in which the Notice of Non-Participation is issued. The decision by one of more districts not to participate in this Agreement after the conclusion of the first two (2) years shall not impact the effectiveness of this Agreement with respect to the remaining Districts.
6. **Payment of Services.** In exchange for the provision of the County Truancy Officer’s services, County Superintendent shall pay DA, on an annual basis, the sum of One hundred and seventy-six thousand nine-hundred twenty dollars (\$176,920), which shall represent payment to the DA in full for the annual services of the County Truancy Officer. County Superintendent’s payment to the DA shall be a single lump sum payment made annually on or before July 30, commencing with July 30, 2019. Any costs for an interpreter requested by a District will be the responsibility of the requesting District, not the DA or the County Superintendent.
7. **Payments from the Districts to the County Superintendent.** The Districts shall pay to the County Superintendent \$2.00 per average daily attendance (“ADA”) per year, based upon each District’s prior year Second Interim ADA Report. The Districts hereby authorize the County Superintendent to electronically deduct such payments on an annual basis each December, commencing December 2019. County Superintendent agrees to provide each of the Districts with written notice of the amount of the payment and the basis of the education.
8. **Cost Allocation upon Withdrawal of any School District.** If any of the Districts withdraw from this Agreement, their ADA shall be calculated and that amount shall become the obligation of the County Superintendent. Therefore, no district’s withdrawal shall impact the fee obligation of any other district.
9. **Scope of Service.** Under the DA’s supervision, the DA agrees to assign one full-time employee to serve as the County Truancy Officer at the Districts’ schools. The County Truancy Officer’s duties shall be as follows:

- 9.1 The County Truancy Officer shall coordinate with local school officials, probation officers, and other law enforcement officers to address student truancy by identifying habitual truants, and students likely to become habitual truants, and redirecting such students in ways that increase school attendance.
- 9.2 The County Truancy Officer shall help truant students develop more positive school attendance habits and provide referrals to appropriate truancy prevention services, with a particular focus on kindergarten and early elementary school students.
- 9.3 The County Truancy Officer shall assist the Districts after the Districts have sent parents a second truancy notice. County Truancy Officer assistance shall be conducted as described in the Education Code and other applicable laws and may include home contacts, truancy sweeps, truancy notices, meetings with the truant minor and his/her parent(s), referral for a work project, referrals to service providers, referrals to the School Attendance Review Board (“SARB”), and participation in the SARB process as appropriate or necessary.
- 9.4 The County Truancy Officer shall review truancy programs operating in districts outside of Merced County and assist the Districts with the development and implementation of best practices to reduce truancy, and increase student attendance and participation at school. Best practices include, but are not limited to, the issuance of appropriate attendance tracking systems, truancy notices, home interventions, family assistance, and other research based programs that reduce truancy.
- 9.5 The County Truancy Officer will provide written periodic reports to the County Superintendent regarding work done under this Agreement, including but not limited to, the number of home visits, student and parent contacts, presentations, meetings attended, and other related attendance recovery activities. The details and forms for these reports shall be jointly developed by the County Superintendent and the DA. The County Superintendent agrees to share these reports at periodic meetings with the Districts.
- 9.6 The County Truancy Officer will provide a yearly report to the County Superintendent and, utilizing the data from the periodic reports, analyze the effectiveness of interventions taken to address student truancy and determine best practices that may be implemented county-wide to improve student attendance and reduce truancy. County Superintendent agrees to share this annual report with the Districts.
- 9.7 The County Truancy Officer will also participate in other activities not specifically covered in this MOU that are mutually agreed upon by the DA and the County Superintendent. The County Superintendent shall make such decisions in consultation with the Districts.

- 9.8 The County Truancy Officer shall work with the Public Information Officer (PIO) to provide news media information relating to student truancy. The PIO will be responsible for communicating information to the media. All media related to the DA will be approved by the DA prior to any dissemination.
10. **Employment.** The County Truancy Officer is an employee of the DA, and is not an employee or agent of the County Superintendent or any of the Districts. The County Truancy Officer shall be subject to the administration, supervision, and control of the DA. The DA shall provide appropriate workers compensation and other benefits and insurance as is provided to similar employees. The County Truancy Officer shall be subject to all personnel policies and practices of the DA. Any disciplinary problems, concerns, or alleged improprieties involving the County Truancy Officer shall be brought to the attention of the County Superintendent who shall communicate the concerns to the DA and/or the supervisor overseeing the County Truancy Officer.
11. **Hours of Employment.** The County Truancy Officer will work full-time, twelve months per year, eight (8) hours per day (excluding vacation). The County Truancy Officer shall be scheduled to work during the academic school year schedule of the Districts. Vacation and, to the maximum extent possible, all other leaves, shall be scheduled outside of the school day and outside of the academic school year. Training days shall also be scheduled outside of the academic school year calendar, to the maximum extent possible. The County Superintendent and the DA shall agree on the County Truancy Officer's work schedule at the beginning of each school year.
12. **Selection of County Truancy Officer.** The DA will be responsible for selecting the County Truancy Officer; however, the County Superintendent and Districts shall be allowed to provide input. In addition, the DA shall designate an employee serve as the acting County Truancy Officer for days when the designated County Truancy Officer may be on leave, absent for training, or otherwise not available.
13. **Training.** The DA shall be responsible for training the County Truancy Officer (and their substitute) to ensure the individual serving as County Truancy Officer have the needed experience and qualifications. County Superintendent shall communicate to the DA training suggestions as appropriate, based on input from the Districts.
14. **Evaluation.** The DA, the County Superintendent, and the Districts agree on the importance of evaluating the County Truancy Officer. The DA and the County Superintendent will work together to develop and implement an appropriate evaluation procedure. The County Superintendent agrees to consult with the Districts on these evaluation procedures. The DA agrees to share the County Truancy Officer's evaluation results with the County Superintendent to the extent permitted by law.
15. **Compliance with Laws.** This Agreement shall be implement in accordance with all applicable laws. In addition, the DA, the County Superintendent, and the Districts will work collaboratively to respond and implement evolving legal requirements affecting this Agreement.

16. **Student Discipline**. The certificated administrators of each school of the Districts shall be responsible for any student discipline arising out of any student truancy and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
17. **Student Records**. The parties agree that the County Truancy Officer shall be deemed to be a “school official” for the performance of the County Truancy Officer’s duties on behalf of the County Superintendent and the Districts. The County Truancy Officer shall therefore be allowed access to the student records, but the relevant District shall remain in direct control of the use, maintenance, and disclosure of the District’s student records in accordance with the Education Code and other applicable provisions of law. School officials of the Districts shall allow the County Truancy Officer to inspect and copy any student records maintained by the District for which the County Truancy Officer has a “legitimate educational interest” within the scope of the County Truancy Officer’s service under this Agreement. This includes access to student directory information to the extent permitted by District policy, attendance records, and discipline files. However, the County Truancy Officer may not inspect or copy confidential student records outside the scope of the County Truancy Officer’s service, except as allowed by law, such as upon the issuance of a subpoena, court order, or written authorization of the parent/guardian.
18. **Discrimination**. Neither the DA, County Superintendent, nor the Districts shall discriminate on any basis prohibited by state or federal law.
19. **Indemnification**.
 - 19.1 The DA shall indemnify, defend, and hold harmless the County Superintendent and Districts, its officers, board members, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney’s fees, arising out or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the DA, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the DA.
 - 19.2 The County Superintendent shall indemnify, defend, and hold harmless the DA, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney’s fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the County Superintendent, it officers, agents, employees, or anyone directly or indirectly acting on behalf of the County Superintendent.
 - 19.3 The Districts shall indemnify, defend, and hold harmless the DA, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney’s fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Districts, their officers, agents, employees, or anyone directly or indirectly acting on behalf of the Districts.

- 19.4 It is the intention of the DA, County Superintendent, and Districts that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and Governing Board.
- 19.5 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.
20. **Amendments**. No Substantive Amendment to this Agreement shall be valid unless it is set forth in writing, signed by all parties, and approved by each entity's governing board. A Substantive Amendment is defined as changes that materially impact the operation or goals of the Agreement. Non-Substantive amendments may be made by the County Superintendent and the DA; however, the County Superintendent shall not enter into any non-substantive amendment without first consulting with the Districts. A district's decision to withdraw or cost changes between the County Superintendent and the DA are understood to be non-substantive changes. The County Superintendent's decision regarding what constitutes a Substantive Amendment shall be final but it shall not be made without first providing the Districts with a reasonable opportunity for input.
21. **Entire Agreement**. This Agreement constitutes the entire agreement between the DA, County Superintendent, and Districts regarding the subject matter of this Agreement.
22. **Severability**. If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.
23. **Governing Law/Venue**. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Merced County, California.
24. **Construction**. This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.
25. **Execution of Other Documents**. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
26. **Waiver**. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.
27. **Board Approval**. The effectiveness of this Agreement shall be contingent upon approval by the District's Governing Board as required by law and the County Board of Supervisors.

The parties have executed this Agreement on the date written below.

MERCED COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____ Date: _____
Kimberly Lewis
District Attorney

MERCED COUNTY SUPERINTENDENT OF SCHOOLS

By: _____ Date: _____
Steve M. Tietjen, Ed.D.
Merced County Superintendent of Schools

MERCED COUNTY BOARD OF SUPERVISORS

By: _____ Date: _____
Chairman
Merced County Board of Supervisors

MERCED COUNTY SCHOOL DISTRICTS

ATWATER ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Sandra Schiber, Ed.D.
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

BALLICO-CRESSEY ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Bliss Propes
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

DELHI UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Adolfo Melara
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

DOS PALOS-ORO LOMA JOINT UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Justin Miller, Ed.D.
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

EL NIDO ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____

Lori Gonzalez
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

GUSTINE UNIFIED SCHOOL DISTRICT

By: _____ Date: _____

Bryan Ballenger
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

HILMAR UNIFIED SCHOOL DISTRICT

By: _____ Date: _____

Isabel Cabral-Johnson
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

LE GRAND UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____

Scott Borba
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

LE GRAND UNION HIGH SCHOOL DISTRICT

By: _____ Date: _____
Donna Alley
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

LIVINGSTON UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Andres Zamora
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

LOS BANOS UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Mark Marshall, Ed.D.
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

MCSWAIN UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Steven Rosa
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

MERCED CITY ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____

Rosemary Parga-Duran, Ed.D.
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

MERCED RIVER UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____

Richard Lopez
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

MERCED UNION HIGH SCHOOL DISTRICT

By: _____ Date: _____

Alan Peterson
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

PLAINSBURG UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____

Kristi Kingston
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

PLANADA ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____

José González
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

SNELLING-MERCED UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____

Alison Kahl
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

WEAVER UNION SCHOOL DISTRICT

By: _____ Date: _____

John Curry
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

WINTON SCHOOL DISTRICT

By: _____ Date: _____

Randy Heller
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

Board Reference Material

SUBJECT TITLE: **Merced Community College District (MCCD) - California Adult Education Program (CAEP)**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve an agreement between MCCD and Los Banos Unified (LBUSD) for CAEP.

BACKGROUND INFORMATION:

The purpose of the agreement is to establish the fiscal administration and distribution of funds for the CAEP documents submitted pursuant to an award by the California Department of Education and California Community Colleges Chancellor’s Office.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports Board Goal #1

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

None.

ORIGINATOR: Sean Richey Ed.D., Chief Academic Officer
Date: September 12, 2019

**Agreement between Merced Community College District and
Los Banos Unified School District for
California Adult Education Program (CAEP)
July 01, 2019 through June 30, 2020**

The purpose of this Agreement is to establish the fiscal administration and distribution of funds for the California Adult Education Program's (CAEP) documents submitted pursuant to an award by the California Department of Education and California Community Colleges Chancellor's Office (CCCCO).

RECITALS

Whereas The Merced Community College District (MCCD) is the Fiscal Agent and Administrator for the regional Gateway Adult Education Network (GAEN) project partners for the 2019 – 2020 CAEP Award; and,

Whereas MCCD and each participating GAEN partner institution (hereafter referred to as AGENCY) are required to enter into an agreement as a condition for the fiscal administration and distribution of funds from the Program;

Therefore, MCCD and AGENCY agree as follows:

1. The expenditure of these funds shall be in compliance with all CCCCCO required planning and reporting documents as specified, including – AEP Program Guidance and Allowable Usage, Consortium Fiscal Administration Declaration (CFAD), Merced GAEN Consortium CAEP Three Year Plan, Three Year Plan Update, Annual Plan (available at the California Community Colleges' NOVA System) and the CCCCCO Budget and Accounting Manual (BAM).
2. MCCD, as Fiscal Agent to the GAEN Consortium for the CAEP, agrees to provide apportion funds to each member of the consortium pursuant to the consortium's adult education plan within 45 days of receiving funds appropriated for the program.
3. MCCD agrees to provide the following services as Fiscal Administrator to the GAEN Consortium for the CAEP
 - Develop consortium and member fiscal budget templates based on CAEP approved plan.
 - Coordinate fiscal meetings with the assistance of the CAEP Program Coordinator.
 - Certify the accounting and budget data with the CCCCCO on behalf of the consortium.
 - Maintain consortium approved annual budgets and budget transfers.
 - Coordinate the collection of financial data for reporting.
 - Provide Quarterly Financial Status Report to the GAEN Board.
 - Provide fiscal updates as scheduled to GAEN Board.
 - Attend regularly scheduled GAEN Board meetings.
 - Periodically meet with peer agencies to review budget information.
 - Perform periodic peer audits to assure compliance with appropriate state and accounting requirements.
 - Contract and coordinate audit services for the consortium as needed.
4. The term of this Agreement shall be from July 1, 2019 through June 30, 2020 and shall include additional time extensions provided and/or approved by the CCCCCO.

PROGRAM

By this Agreement, Agency agrees that all services provided under this agreement shall comply with the AEP Program Guidance and Allowable Usage, the CAEP Consortium Fiscal Administration Declarations (CFAD) (Attachment A), and any subsequently agreed upon modifications. The terms and conditions and reporting requirements of the CCCCCO include those currently specified in Merced GAEN Consortium CAEP Three Year Plan, Three Year Plan Update, Annual Plan (available at the California Community Colleges' NOVA System) and the CCCCCO Budget and Accounting Manual (BAM) available at the Chancellor's Office website.

ASSURANCES

1. Participant agencies will report and provide supporting documentation for all expenses, which may include purchase orders, general ledger printouts, time and effort records and/or other payroll records, as specified by MCCD in order to maintain compliance with CCCCCO requirements, quarterly by the 15th day of the following month. Further, each partner shall provide a final reconciliation of expenditures for each reporting period, no later than 15 days prior to the Chancellor's Office reporting deadlines. At the discretion of the GAEN Consortium Board or Project Coordinator, such documentation may also include narrative descriptions of how the expenditures are in compliance with the annual and three year plans of the GAEN Consortium, or other documentation related to the Agency's scope of work. Agency will submit the expenditure report and all supporting documentation to MCCD at the time and in the manner specified, or later modified, by MCCD.
2. The expenditure of these funds shall be in compliance with all CCCCCO required planning and reporting documents as specified, including- AEP Program Guidance and Allowable Usage, Consortium Fiscal Administration Declaration, Merced GAEN Consortium CAEP Three Year Plan, Three Year Plan Update, Annual Plan (available at the California Community Colleges' NOVA System) and the CCCCCO Budget Allocation Manual (BAM) available at the Chancellor's Office website.
3. The agencies will assure and maintain complete and accurate accounting records and reporting in compliance with all required and established reporting and accounting rules and guidelines.
4. Ensure, where required, that all CCCCCO procurement processes and requirements are followed.
5. Provide annual inventory of capitalized equipment purchased with program funds upon request from MCCD.
6. Requests for budget modifications will be submitted to the Fiscal Administrator for validation then provided to the Project Coordinator and approved by the GAEN Governing Board according to Board agreements, with final approval by CCCCCO. In the case that the California Community College Chancellors Office determines that any expenditures are disallowed, Agency will accept full liability.
7. No construction cost shall be reimbursed unless prior approval is obtained from the CCCCCO. It is the responsibility of the Agency to obtain such approval in writing. Expenditures for construction costs incurred prior to obtaining CCCCCO approval shall be at Agency's own risk.
8. Records and Audit: In accordance with the CAEP, the agency agrees to provide fiscal records to the Fiscal Administrator on a pre-determined basis. Both Fiscal Administrator and the agencies shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this agreement.
9. Provide quarterly financial reports to Fiscal Administrator according to approved schedule.

PAYMENT TERMS AND SCHEDULE

1. To implement the Agreement, MCCD will provide payment to AGENCY, the amount defined as per the Consortium Fiscal Administration Declaration of the GAEN Consortium Board.
2. Payments shall be distributed according to the following schedule or as funds are disbursed by the State:
 - a. July 2019 through June 2020: 1 payment each month, equaling 1/12 of the member's total allocation from received and available apportionment.
3. The Fiscal Administrator shall receive in its allocation and hold separate from its regular adult education program, and from other funds, the amount up to 5% of the CAEP consortium budget for the ongoing management and maintenance of the fiscal reports and records for the GAEN Consortium.
4. The funds shall be received in line with all other consortia disbursements and paid to the agencies within 45 days of receipt of allocation.
5. Modifications
 - a. Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or State funding occur that necessitate revision of this MOU, the GAEN membership and MCCD shall meet to revise accordingly.
 - b. All funding commitments contained herein are contingent on continued funding by the State of California. Should the State modify its funding commitment, this MOU shall be revised accordingly.

INDEMNIFICATIONS AND INSURANCE

1. The AGENCY shall defend, indemnify and hold harmless MCCD and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, costs (including without limitation costs and fees of litigation) arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Agency its employees, agents, subcontractors, independent contractors, consultants, other representatives, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of District.
2. The AGENCY shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability or a comparable program of self-insurance at a minimum of One million dollars (\$1,000,000) per occurrence and Three million dollars (\$3,000,000) in aggregate for bodily injury, personal injury and property damage; automotive liability insurance at a minimum of One million dollars (\$1,000,000) per accident for bodily injury. The policies shall be endorsed to name Merced Community College District, its trustees, officers, agents, employees, and volunteers as additional insured. Statutory Workers' Compensation coverage, including employers' liability limits of One million dollars (\$1,000,000) per accident if and as required by the State of California is required of employers. Such policies will provide for notification at least thirty (30) days in advance of a material modification or cancellation of coverage. Insurance carriers of the policies required above shall maintain during the contract term, a Best Key Rating of A: VII or higher.

MUTUAL TERMINATION

Either party may terminate this Agreement upon 45 days' written notice to the other.

SIGNATURES:

Agency

Los Banos Unified School District

Dr. Mark Marshall
Superintendent

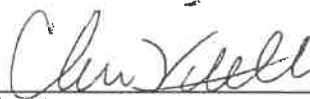
Date _____

Merced Community College District



Andre Urquidez
Fiscal Administrator

Date 8/14/19



Chris Vitelli, Ed.D.

Date 8/19/19

Attachment A

8/1/2019

NOVA: CAEP Allocation Amendment: 2019-20 31 Gateway Adult Education Network

Member Agency	Amended Allocation	Adjustment Made
Dos Palos Oro Loma Joint Unified	\$80,056	
Gustine Unified	\$187,646	
Le Grand Union High	\$78,573	
Los Banos Unified	\$59,155	\$17,386
Mariposa County Unified	\$197,040	
Merced CCD	\$594,847	-\$17,386
Merced Co. Office of Education	\$251,707	
Merced Union High	\$1,930,081	
Total Allocated to Members	\$3,379,105	
Total CAEP Funds	\$3,379,105	
Total Remaining (Must be \$0)	\$0	

Board Reference Material

SUBJECT TITLE: Contract with Creative Alternatives/Reyn Franca/Grace Bishop

REQUESTED ACTION: Approve Contract

Action X Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve a contract with Creative Alternatives/Reyn Franca/Grace Bishop.

BACKGROUND INFORMATION:

Reyn Franca/Grace Bishop/Creative Alternatives provides services for students who require a non-public school setting. Non public school settings provide students individualized attention necessary to address both emotional disturbances and learning handicaps. The curriculum parallels public schools to better prepare students for their return to a mainstream school setting.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This supports the District's goal to support student learning and take in account their unique learning styles.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

The cost is divided with MCOE covering 80 % and Los Banos Unified School District covering 20%. The exact amounts differ on each individual student.

ORIGINATOR: Yolanda Cork-Anthony, Director of Special Services

Date: September 12, 2019

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

LOS BANOS UNIFIED SCHOOL DISTRICT &
CREATIVE ALTERNATIVES
REYN FRANCA & GRACE BISHOP SCHOOLS

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA LOS BANOS UNIFIED SCHOOL DISTRICT

Contract Year 2019-2020

Nonpublic School
 Nonpublic Agency

Type of Contract:

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2019-2020

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: LOS BANOS UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: CREATIVE ALTERNATIVES/REYN FRANCA/GRACE BISHOP

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2019, between Los Banos Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Merced County SELPA and Creative Alternatives/ Reyn Franca/Grace Bishop (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to 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 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 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 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"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and 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. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. 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 shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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 school/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. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION

OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). 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 students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for 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 students.

Any and all changes to a 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 student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. 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 “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan 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.
- c. 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(g).
- d. 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 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 services 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 (r)).

- e. 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 including but not limited to mental health and board and care services at a residential placement. 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(l).
- f. “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, 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 school or 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).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a 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.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

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 signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to 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 school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each 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 student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the 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. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. 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 school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

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 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 contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such 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

This Master Contract or 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 (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall 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, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or 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:

PART I

- 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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- 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 locations 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 certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. 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, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be 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.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

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 Master Contract 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). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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 Master Contract 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).

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 assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall 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. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency

submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, 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 at CONTRACTOR's facility 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall

provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the 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 student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and 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 shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, 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 student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written 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. Except for services provided by a CONTRACTOR that is a licensed children's institution, 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. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an

appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. 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 ISA, CONTRACTOR shall provide 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 only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. 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, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to

address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child’s learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each 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, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, 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 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 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 part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, 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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR 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. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative 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 intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall

provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the 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. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, 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 student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. 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. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the 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 student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's

discharge against professional advice from a Nonpublic Schools/Residential Treatment Center (“NPS/RTC”).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent’s reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student’s home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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.

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. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. 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.

CONTRACTOR providing services outside of the student’s school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student’s IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student’s IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student’s parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student’s instructional program and shall be invited to participate in the formal review of each student’s progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR’s site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

45. EXCHANGE OF PROSPECTIVE STUDENT INFORMATION

The Parties agree that in formulating an individual services agreement (“ISA”) for a given prospective student, it may be necessary to exchange student information, including student records, to establish whether CONTRACTOR can provide an appropriate placement and/or services to the student. Pursuant to Education Code section 49076, subdivision (a)(2)(G)(i) and the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g, subd.(b)(1)(A); 34 C.F.R. 99.31, subd. (a)(1)(i)(B)), LEA shall be authorized to release information to CONTRACTOR regarding such LEA student, including student records, absent written parental consent, where CONTRACTOR has a legitimate educational interest in said student information and records for the above-noted purposes.

46. PRIVACY PROTECTIONS

CONTRACTOR will treat information relating to prospective students received from LEA as confidential, as required by applicable law and in accordance with this Master Contract. The Parties agree that the sharing of student information and records under this Master Contract shall comply with the requirements for maintaining the privacy of student records including, but not limited to, Education Code sections 49060 et. seq., the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), and other state and federal laws and regulations regarding educational records. The Parties, their officers, employees and agents shall not distribute student information or records obtained from one another under this Master Contract to any third party without the express written consent of the Parties or as permitted by applicable state and federal law. The Parties shall ensure that approved subcontractors adhere to all of the provisions of this Master Contract.

PERSONNEL

47. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 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 volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that

CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with 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 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.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

48. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, 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 not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply

with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

49. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The 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 which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any 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.

50. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 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 a qualified substitute for 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.

51. 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

52. 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. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

53. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

54. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

55. 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.

56. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. 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. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

57. 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 pursuant to Government Code 12950.1.

58. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

59. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and 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 whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract 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 education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: 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 NPS/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 contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); 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 shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall 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 hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing 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 NPA employee.

60. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a

student. It is understood that no payments shall be made for any invoices that are not received by six (6) 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. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. 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; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, 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. Within thirty (30) days from the date of receipt of such notice, 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).

61. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR 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 students.

62. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. 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 unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall 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 LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes,

telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

64. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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 Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The 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.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the ___1st___ day of July, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Creative Alternatives/ Reyn Franca/
Grace Bishop

Los Banos Unified School District

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

, Controller

, Director Special Ed.

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

, Controller

, Director Special Ed.

Name and Title

Name and Title

Creative Alternatives/Grace Bishop/Reyn Franca

Los Banos Unified School District

Nonpublic School/Agency/Related Service Provider

LEA

Address

Address

Turlock CA 95382

Los Banos CA 93635

City State Zip

City State Zip

Phone

Fax

Phone

Fax

Email

Email

Additional LEA Notification
(Required if completed)

Name and Title

Address

Los Banos CA 93635

City State Zip

Phone

Fax

Email

EXHIBIT A: 2019-2020 RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____
(NONPUBLIC SCHOOL OR AGENCY)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed N/A
 Total LEA enrollment may not exceed N/A

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>150.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment		

Per Diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip – Scheduled Route/Daily & not Creative Alt Clients	\$2.00 under 10 miles one way/\$4.00 Over 10 miles one way	Per Mile
b. Transportation – Round Trip – Non Routine or Creative Alt Clients	<u>\$0.580</u>	<u>Per Mile</u>
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	<u>90.00</u>	<u>Per Session</u>
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate		
(5) a. SCIA** – Individual (must be authorized on IEP)	<u>14.00</u>	<u>Per Hour</u>
b. SCIA – Group of 2		
c. SCIA – Group of 3	<u>11.34</u>	<u>Per Hour</u>
d. Classroom Instructional Assistance – Per diem or per hour		
(6) Intensive Special Education Instruction*** (Other: Academic Tutoring)		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		

(8)	Physical Therapy		
	a. Individual		
	b. Consultation		
(9)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by: _____		
(10)	Nursing Services		
(11)	Residential Room and Board	12,993.00	Per Month
(12)	Residential Mental Health Services		

* Parent transportation reimbursement rates are to be determined by the LEA.
 ** SCIA – Special Circumstance Instructional Assistance
 *** By Credentialed Special Education Teacher

EXHIBIT B: 2019-2020 ISA

**Individual Contract/Service Agreement for Nonpublic/Agency Services
 (Education Code Sections 56365 et seq.)**

Effective Date: 7/1/19 Expiration Date: 6/30/20

Pupil Name	Sex	Birthdate	Grade
	M		11
Address	City	State/Zip	District of Residence
		CA	Los Banos Unified School District
Pupil ID/SS Number	Foster/LC#	Residential Setting	
		Home () Foster () Placement A () LCI (X) Placement C ()	
Parent/Guardian	Phone	Address (If Different from student)	

- The pupil's teachers/service provider will hold the following California credential/license: Mild Moderate Special Ed Credential or PIP or DIC or STP.
- The class size for the pupil will not exceed 14, and/or the therapist/pupil ratio will be N/A. If applicable, group size shall not exceed 14.
- Authorized educational services as specified in IEP shall be provided by the CONTRACTOR up to the amount specified in A and/or B. Failure to implement services as specified in IEP and contained within the Agreement shall reduce the SELPA'S payment obligation to Contractor in the amount necessary to secure the appropriate designated instructional service for student not originally provided as agreed upon between Contractor & SELPA.
- Annual assessments / 3 year evaluation will be conducted by pupil's district of residence in conjunction with SELPA.
- Behavioral plans will be implemented if appropriate.
- Contractor will provide written progress reports to the SELPA as specified in the Master Contract.
- Contractor will keep signed attendance records for Pupil and shall report attendance monthly on SELPA forms as stated in the Master Contract.

A. BASIC EDUCATION PROGRAM: (Applies to Nonpublic Schools Only)

Service	Daily Rate	Estimated Number of Days	Estimated Maximum Cost
Regular School Year	\$ 150.00	180	\$ 27,000.00
Extended School Year	\$ 150.00	20	\$ 3,000.00
<i>Total Basic Education Program</i>			\$

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

Service	Cost	# Sessions/Trips	Estimated Maximum Cost
Transportation	\$ Per Day/Mile (max 18 miles)		\$ -
Adaptive PE	\$ - Billed at actual cost		Billed at Cost
Language/Speech Therapy	\$ - Billed at actual cost		\$ -
One to One Aide	\$		\$ -
Academic Tutoring	\$ Per Hour		\$ -
<i>Total Related Services</i>			\$

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A & B): \$ 30,000.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

All terms and conditions of the current Contract/Agreement for Nonpublic, Nonsectarian School or Agency Service (NPS/SPA), 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 services or program. The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Creative Alternatives

Los Banos Unified School District

Date _____

Date _____

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

 Action X

 Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve travel for the Los Banos High School Choir to attend the Choral Festival in San Luis Obispo on March 19-21, 2020.

BACKGROUND INFORMATION:

Each year since 1999, the Advanced Choirs have attended the San Luis Obispo Choral Festival which takes place in the famous Performing Arts Center on the Cal Poly campus.

Students are given an opportunity to perform on a professional stage, receive constructive criticism from college choral professors, and listen to other school choirs of similar ability.

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. No perceived opposition.

SPECIFIC FINANCIAL IMPACT (Include impact on school district facilities):

All expenses will be covered by either the students themselves or the Choir budget. The District will cover the cost of a substitute for Mr. Faria.

ORIGINATOR: Veli Gurgen, Principal, Los Banos High School
Date: September 12, 2019

Board Reference Material

SUBJECT TITLE: Student Overnight Travel

REQUESTED ACTION:

Action X Discussion/Information _____

RECOMMENDATION:

It is recommended that the Board approve overnight travel for the Los Banos High School Boys' Basketball Team to participate in the Oroville High School Basketball Tournament in Oroville, CA.

BACKGROUND INFORMATION:

The Varsity Basketball Team is requesting approval of the trip to the Oroville area during the week of Jan 2-4th, 2020.

Tentative Schedule:

Depart Los Banos High School on Thursday, Jan 1st, 2020 at 8:00 a.m.

Arrive in Oroville at approximately 11:00 a.m.

Registration and check-in at Hotel

Play Game 1 Thursday, Jan 2, 2020 @ Oroville High School, Oroville, CA

Play Game 2 on Friday, Jan 3, 2020 @ Oroville High School, Oroville, CA

Play Game 3 on Saturday, Jan 4, 2020 @ Oroville High School, Oroville, CA

Depart from Oroville High School, Oroville, CA TBD. on Jan 4th, 2020

Arrive in Los Banos on Saturday, Jan 4th, 2020 at TBD

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):

The only financial impact on the school is tournament entry fee and the use of the suburbans. The Boys' Basketball student account will be responsible for all other costs associated with this trip, including travel if needed.

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School

Date: September 12, 2019

Board Reference Material

SUBJECT TITLE: PBIS Leadership Conference

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve overnight, out-of-state travel for Los Banos High School Learning Director Matthew Rotondi to attend a conference in Chicago, Illinois on October 3-4, 2019.

BACKGROUND INFORMATION:

The 2019 National PBIS Leadership Forum is a professional development activity necessary for proper and efficient implementation of PBIS multi tiered systems of support and the use of alternatives to suspension. The conference provides a wide variety of workshops, professional development, and keynote speakers who are the leading experts in the field of PBIS.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Board goal #3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning.

The overall theme of this event will be positive and safe learning environments. Keynote addresses will focus on district leadership and family engagement within PBIS.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

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

Registration - \$295.00
Hotel for all three nights - \$655.09
Round trip flight from San Francisco to Chicago - \$307.96
Total cost - \$1,258.05

ORIGINATOR: Veli Gurgen, Principal, Los Banos High School
Date: September 12, 2019

Board Reference Material

SUBJECT TITLE: **Obsolete Books**

REQUESTED ACTION: Declare specific Library and Textbooks obsolete and dispose of consistent with BP 3270

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board declare specific library books and textbooks obsolete and dispose of consistent with BP 3270.

BACKGROUND INFORMATION:

Under Board Policy #3270 the Board may declare instructional materials obsolete and dispose of them in a number of prescribed ways.

Los Banos High School has developed a list of library books and/or texts that are no longer serviceable and useable in their library and or instructional program.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is a procedural matter that does not support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

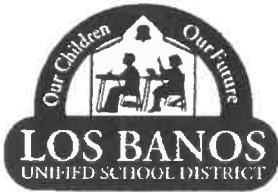
SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Surplus of undistributed obsolete instructional materials that are usable for educational purposes may be donated to any governing board, county free library of other state institution; any United States public agency or institution; any nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy. They also may be sold to any organization that agrees to use the materials for educational purposes. (Educational Code 60510)

Any organization, agency or institution receiving obsolete instructional materials from the district shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent. (Education Code 60511)

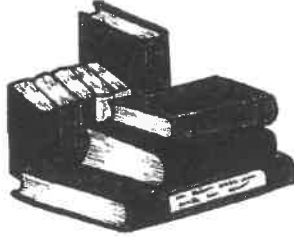
ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education

DATE: September 12, 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



Attached is a list of withdrawn titles submitted for board approval.

Date: 8/30/2019

Signature: Mary Accardo

Site: LBHS

Site Principal: [Signature] 8/30/19
Date

Paula Mastrangelo: Paula Mastrangelo 9/3/19
Date

LBUSD Board of Trustees: _____
Date



Biology: The Dynamics of Life

Details

Biggs/Hagins/Kapicka/Lundgren/Rillero/Tallman/Zike ISBN: 0-07-866580-9
Glencoe/McGraw Hill 2005 2005

obsolete/new adoption

Checked Out Materials, Overdue Materials.

Circulation Types: All. Patron Types: All.

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
WITHDRAWN	4/22/2019	001.9	3LBHS000030265	UFO's	
	5/9/2019	Canadeo 158.1 2nd	3LBHS00200699K	A 2nd helping of chicken soup for the soul : 101 more stories to open the heart and rekindle the spirit	
	5/9/2019	158.1 3rd	3LBHS00202466E	A 3rd serving of chicken soup for the soul : 101 more stories to open the heart and rekindle the spirit	
	5/9/2019	158.1 4th	3LBHS002007148	A 4th course of chicken soup for the soul : 101 more stories to open the heart and rekindle the spirit	
	5/9/2019	158.1 5th	3LBHS002030403	A 5th portion of chicken soup for the soul : 101 more stories to open the heart and rekindle the spirit	
	5/9/2019	158.1 Chicken	3LBHS002030548	Chicken soup for the country soul : stories served up country style and straight from the heart	
	5/9/2019	158.1 Second	3LBHS00203445C	A second chicken soup for the woman's soul : 101 more stories to open the hearts and rekindle the spirits of women	
	3/18/2019	177 Farley	3LBHS00024139D	Personal commitments : beginning, keeping, changing	
	3/30/2018	301.41 Hunt	3LBHS00003364A	What is a man? What is a woman?	
	4/4/2019	324.2 Weiss	3LBHS00003684F	Party politics, party problems	
	4/4/2019	324.6973 America's	3LBHS00003685G	America's elections : opposing viewpoints	
	4/4/2019	324.97	3LBHS00003686H	A history of presidential elections, from George Washington to Jimmy Carter	
	4/10/2019	Roseboom 338.91	3LBHS000040468	Letters from the Peace Corps	
	4/8/2019	Letters		Freedom	
	4/8/2019	342.73 Miers	3LBHS000041166	--this Constitution	
	4/8/2019	342.73 Sgroi	3LBHS000041212	The right to know; media and the common good,	
	4/8/2019	342.8	3LBHS00004129A	Marijuana	
	7/3/2019	Marnell 362.29	3LBHS00025543D	Willowbrook.	
	4/10/2019	Bingham		P.S. your not listening.	
	4/10/2019	362.3 Rivera	3LBHS000043809	Symmetry.	
	4/10/2019	371.9 Craig	3LBHS00004590C	Red giants and white dwarfs	
	4/3/2019	501.8 Weyl	3LBHS00004891G	How did we find out about volcanoes?	
	5/13/2019	523.1	3LBHS00001011/		
	4/1/2019	Jastrow 551.2	3LBHS000127004		
	4/1/2019	Asimov			

Checked Out Materials, Overdue Materials.

Circulation Types: All. Patron Types: All.

WITHDRAWN	P 9	Call Num.	Barcode	Title	Est. Fine
Library Materials		551.2	3LBHS00005165B	Geological disasters : earthquakes and volcanoes	
		Aylesworth	551.2	Volcanoes : new and old	
		Coleman	3LBHS00005166C	Chains of fire; the story of volcanoes	
		551.2	3LBHS00005175C	Your career in oceanology, Water; the vital essence.	
		Wilcoxson	3LBHS00005179G	World of the desert.	
		551.4 Boyd	3LBHS000051808	Exploring the secrets of the sea.	
		551.4 Briggs	3LBHS000051819	The deepest days	
		551.4 Brown	3LBHS00005191A	Discovering the sea	
		Cromie	3LBHS000052124	The forging of our continent.	
		551.4 Stenuit	3LBHS000052168	The making of a continent	
		551.46 Smith	3LBHS00005256C	Races and people	
		557 Ogburn	3LBHS00005257D	Tropical fish as a hobby; a guide to selection, care, and breeding.	
		557 Redfern	3LBHS00005297H	The immense journey.	
		572 Boyd	3LBHS00005369H	The beauty of birds.	
		574.92	3LBHS000054609	The primates,	
		Axelrod	3LBHS00005715C	My friends, the wild chimpanzees, A lion called Christian	
		575 Eiseley	3LBHS00005754F	Cougar : the natural life of a North American mountain lion.	
		598.2	3LBHS00005761D	Never cry wolf.	
		Newberry	3LBHS00201563B	Health	
		599 Eimerl	3LBHS00005792H	Stay alive!	
		599 Goodall	3LBHS00005966K	Report from Engine Co. 82.	
		599.7	3LBHS00005752D	Pain--why it hurts, where it hurts, when it hurts	
		Bourke	3LBHS00005754F	Heart disease	
		599.7 Gray	3LBHS00005754F		
		599.74	3LBHS00005761D		
		Mowat	3LBHS00201563B		
		613	3LBHS00201563B		
		Sirimarco	3LBHS00005966K		
		614.8 Carper	3LBHS00005966K		
		614.84 Smith	3LBHS00005969N		
		616 Stiller	3LBHS00006064A		
		616.1	3LBHS002042237		
		Vander Hook			

Checked Out Materials, Overdue Materials.

Circulation Types: All. Patron Types: All.

WITHDRAWN

P 9

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	5/6/2019	616.5 Flandermeye	3LBHS000060088	Clear skin : a step-by-step program to stop pimples, blackheads, acne	
	4/1/2019	616.85 Kiev	3LBHS000060213	Riding through the downers, hassles, snags, and funks The cup of fury	
	4/1/2019	616.86 Sinclair	3LBHS000060303		
	4/1/2019	616.8914 Marks	3LBHS000060415	HELP : a guide to counseling and therapy without a hassle	
	4/1/2019	616.9 Busch	3LBHS000060426	What about VD?	
	4/1/2019	616.9 Siegfried	3LBHS00006055A	Routes of contagion.	
	4/1/2019	616.97 Johnson	3LBHS000014559	What you can do to avoid AIDS	
	4/1/2019	616.97 Sonder	3LBHS00201265A	Epidemic of silence : the facts about women and AIDS	
	4/1/2019	616.994 United	3LBHS000060617	Coping with cancer : a resource for the health professional.	
	4/1/2019	617 Deaton	3LBHS00006073A	New parts for old : the age of organ transplants	
	4/1/2019	617.09 Riedman	3LBHS00006067D	Masters of the scalpel : the story of surgery	
	4/1/2019	618.1 Storch	3LBHS00001869I	How to relieve cramps and other menstrual problems	
	4/1/2019	618.9 Kaufman	3LBHS00006083B	Son-rise	
	5/6/2019	623.7 Crosby	3LBHS000223304	Fighter aircraft : featuring photographs from the Imperial War Museum	
	5/6/2019	623.8 Polmar	3LBHS00006177F	Atomic submarines.	
	5/6/2019	623.8 Polmar	3LBHS00006178G	Death of the Thresher.	
	5/6/2019	623.8 Scharff	3LBHS000061809	Complete boating handbook	
	5/6/2019	623.8 Steele	3LBHS00006182B	Vengeance in the depths : the nuclear submarine.	
	5/6/2019	623.82 Dorset	3LBHS00006184D	Historic ships afloat.	
	5/6/2019	623.82 Halacy	3LBHS00006185E	The shipbuilders : from clipper ships to submarines to hovercraft	
	5/6/2019	623.82 Lewis	3LBHS00006186F	Ships,	

Checked Out Materials, Overdue Materials.

Circulation Types: All. Patron Types: All.

WITHDRAWN

P 9

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	5/6/2019	624 Billings	3LBHS000062046	Bridges,	
	5/6/2019	624 Franck	3LBHS000062068	Builders	
	5/6/2019	624 Jacobs	3LBHS00006208A	Bridges, canals & tunnels,	
	5/6/2019	624 Lewis	3LBHS00006209B	Super structures	
	5/6/2019	624	3LBHS000062136	Bridges.	
		Silverberg			
	5/6/2019	624 Young	3LBHS000062158	The great bridge : the Verrazano-Narrows Bridge	
	5/6/2019	627.7 Cook	3LBHS000062226	Exploring under the sea	
	5/6/2019	627.7	3LBHS000062237	Navy diver	
		Karneke			
	5/6/2019	627.7	3LBHS000062259	Above and below	
		Shelnick			
	5/6/2019	627.8 Cullen	3LBHS00006226A	Rivers in harness : the story of dams.	
	5/6/2019	628 Kelly	3LBHS000062316	Garbage; the history and future of garbage in America.	
	5/6/2019	629.13	3LBHS000013042	Careers in aviation	
		Carter			
	5/17/2019	640	3LBHS00006565G	In celebration of small things.	
		Cadwallader			
	5/17/2019	640 Kyte	3LBHS00006570C	In charge, a complete handbook for kids with working parents	
	5/17/2019	640.73	3LBHS00006558I	How to win the grocery game; a proven strategy for beating inflation.	
		Omohundro			
	5/17/2019	640.73	3LBHS00006559J	How things don't work	
		Papanek			
	5/17/2019	640.73	3LBHS00006560B	Reader's digest consumer adviser : an action guide to your rights.	
		Reader's			
	5/23/2019	642 Dariaux	3LBHS00006622A	Entertaining with elegance	
	5/23/2019	642 Elliott	3LBHS00006623B	The Glamour magazine party book.	
	5/23/2019	646 Basic	3LBHS00006651C	Basic tailoring,	
	4/10/2019	646.7	3LBHS000014111	A lifetime of beauty	
		Faelten			
	4/10/2019	658.4	3LBHS002012267	You are the corporate executive	
		Aaseng			
	4/10/2019	658.4	3LBHS00006691G	Moving mountains; or, The art and craft of letting others see things your way.	
		Boettinger			
	3/27/2019	709 Reinach	3LBHS00006861F	Apollo; an illustrated manual of the history of art throughout the ages,	

Checked Out Materials, Overdue Materials.

Circulation Types: All. Patron Types: All.

WITHDRAWN	P 9	Library Materials	Call Num.	Barcode	Title	Est. Fine
	4/2/2018	741.5	3LBHS000250629	White Flower Day		
	3/27/2019	Weissman	3LBHS00001558D	The world's greatest magic.		
	5/23/2019	793.8 Clark	3LBHS00205816G	Female firsts in their fields. Sports & athletics		
		796.08				
	5/23/2019	Gaines	3LBHS00009067G	Man and civilization.		
	5/23/2019	909 Forster	3LBHS00009522C	Japan, crossroads of East and West.		
	5/8/2019	915.2 Kirk	3LBHS00009832G	Story-lives of master musicians		
	5/8/2019	920 Brower	3LBHS00009833H	Women who shaped history.		
		920				
	4/19/2019	Buckmaster	3LBHS00009862J	Everything we had : an oral history of the Vietnam War		
		920				
	5/8/2019	Everything		Heroic nurses.		
	5/8/2019	920 McKown	3LBHS00009916J	Ten famous lives		
	5/8/2019	920 Plutarch	3LBHS00009937M	Doctors who saved lives		
	5/8/2019	920 Poole	3LBHS00009938N	Great dissenters : guardians of their country's laws and liberties.		
	5/8/2019	920 Reinfeld	3LBHS00009953K	Odyssey of courage, the story of Alvar Nuñez Cabeza de Vaca.		
	4/8/2019	921 Cabeza	3LBHS000107215	Earth angels : portraits from childhood and youth		
		De Vaca		All my patients are under the bed		
	4/8/2019	921 Cahill	3LBHS000107248	Something for Joey		
	4/8/2019	921 Carnuti	3LBHS00010728C	A rumor of war.		
	4/8/2019	921	3LBHS00011348B	Sometimes I wonder : the story of Hoagy Carmichael		
		Cappelletti				
	4/8/2019	921 Caputo	3LBHS000107305	Kit Carson, trail blazer and scout		
	4/8/2019	921	3LBHS000107327	Dr. George Washington Carver, scientist,		
		Carmichael		Carvers' George, a biography of George Washington Carver;		
	4/8/2019	921 Carson	3LBHS000107349	China homecoming		
	4/8/2019	921 Carver	3LBHS00010739E	Andrew Jackson : frontier president		
	4/8/2019	921 Carver	3LBHS000107428	Thomas Jefferson, champion of the people;		
	5/1/2019	921 Fritz	3LBHS000109329	Episodes in the life of George Washington.		
	4/18/2019	921 Jackson	3LBHS00203452A			
	4/18/2019	921	3LBHS000110725			
		Jefferson				
	4/17/2019	921	3LBHS000116057			
		Washington				

Checked Out Materials, Overdue Materials.

Circulation Types: All. Patron Types: All.

Los Banos High School Library

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
WITHDRAWN			P 9		
	4/17/2019	921 Washington	3LBHS000116125	Martha, daughter of Virginia : The story of Martha Washington.	
	4/17/2019	940.54 Elson	3LBHS000001432	Prelude to war	
	4/17/2019	959.6 Szymusiak	3LBHS00011763C	The stones cry out : a Cambodian childhood, 1975-1980	
	3/7/2018	F Denzel	3LBHS002011042	Return to the painted cave	
	5/6/2019	F Dickens	3LBHS00204786L	Oliver Twist	
	7/8/2019	F Dygard	3LBHS000010331	Infield hit	
	3/7/2018	F Holland	3LBHS000141235	The house in the woods : a novel	
	3/27/2019	F Hugo	3LBHS000003478	Les misérables	
	5/3/2019	F Long	3LBHS00205356F	Ferney	
	3/7/2018	F Moyes	3LBHS00015562D	The curious affair of the third dog.	
	3/7/2018	F Pohl	3LBHS000181004	Gateway	
	3/1/2019	PB Barry	3LBHS00202892H	Bad habits : a 100% fact-free book	
	3/1/2019	PB Barry	3LBHS002033237	Big trouble	
	3/14/2019	PB Binchy	3LBHS00025810A	Nights of rain and stars	
	7/2/2018	PB Clancy	3LBHS00024465F	Rainbow Six	
	4/8/2019	PB Conant	3LBHS00024587K	Creature comforts : a dog lover's mystery	
	3/27/2019	PB F Hunter	3LBHS00026171B	Black light	
	4/4/2018	PB Follett	3LBHS00204577J	Eye of the needle : a novel	
	3/11/2019	PB Green	3LBHS00200496F	The juror	
	3/27/2019	PB Johansen	3LBHS00024398K	The search	
	3/11/2019	PB Smith	3LBHS00024766J	Random acts	
	5/6/2019	PB Warner	3LBHS00000849F	Hillary Clinton : the inside story	
	3/13/2019	Ref 422 Ewart	3LBHS00016568K	Everyday phrases : their origins and meanings	
	3/13/2019	Ref 422 Oxford	3LBHS00016571E	The Oxford dictionary of new words : a popular guide to words in the news	
	5/10/2019	Ref 808 Magill	3LBHS00017093E	Masterplots : digest of world literature	
	5/10/2019	Ref 808 Magill	3LBHS00017094F	Masterplots : digest of world literature	
	5/10/2019	Ref 808 Magill	3LBHS00017095G	Masterplots : digest of world literature	

Checked Out Materials, Overdue Materials.

Circulation Types: All. Patron Types: All.

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WITHDRAWN

Library Materials

Due	Call Num.	Barcode	Title	Est. Fine
5/10/2019	Ref 808 Magill	3LBHS00017096H	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS00017097I	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS00017098J	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS00017099K	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS000171003	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS000171014	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS000171025	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS000171036	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS000171047	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS000171058	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS000171069	Masterplots : digest of world literature	
5/10/2019	Ref 808 Magill	3LBHS00017107A	Masterplots : digest of world literature	
5/10/2019	Ref 808.8 Magill	3LBHS00017054B	Masterplots : 262 plots in story form the Best American Fiction.	
5/10/2019	Ref 808.8 Magill	3LBHS00017072B	Masterplots : 141 essay-reviews of the world's fine poetry.	
5/23/2019	Ref 809.04 Wakeman	3LBHS00017108B	World authors, 1950-1970; a companion volume to Twentieth century authors,	
5/23/2019	Ref 809.3 Masterplots	3LBHS000171216	Masterplots II. American fiction series	
5/10/2019	Ref 809.3 Masterplots	3LBHS000171238	Masterplots II. American fiction series	
3/18/2019	Ref 920 Heroes	3LBHS002056108	Heroes and pioneers.	
5/13/2019	Ref 930 Hammerston	3LBHS00017497M	Wonders of the past : the romance of antiquity and its splendours.	

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WITHDRAWN		P 9							
Library Materials	Due	Call Num.	Barcode	Title					Est. Fine
	4/1/2019	SP 616.97 Lerner	3LBHS00018216C	Comprendiendo el SIDA					
	4/1/2019	SP 618.2 Lindsay	3LBHS00001689I	La jornada de tu embarazo y el nacimiento de tu bebe : cómo cuidar de ti misma ... Trenes					
	5/6/2019	SP 625.1 Westwood	3LBHS000003186	Aviones.					
	5/6/2019	SP 629.13 Pick	3LBHS000007719	Don Quijote de la Mancha					
	5/9/2019	SP F Sotillos	3LBHS00018380E						