

**LOS BANOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD OF EDUCATION  
REGULAR MEETING  
Los Banos City Council Chambers  
520 J Street – Los Banos, CA 93635**

**Thursday, August 8, 2019  
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	

**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]

VI. **RECOGNITION/INTRODUCTIONS**

1. Dr. Lonita Cordova, Dean of Merced College Los Banos Campus
2. Christie Hendricks, Assistant Superintendent, Early Education MCOE
3. Dr. Tammie Calzadillas –Introduction of New District Admin and Classified Supervisors

VII. **REPORTS**

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

VIII. **NEW BUSINESS**

- A. New Classified Management Position/Job Description – Nutrition Services Production Supervisor (Pg 6) **5 Min**

It is recommended that the Board approve the Nutrition Services Production Supervisor-Classified Management position/job description.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Approve

- B. Salary Schedule for Nutrition Services Production Supervisor (Pg 9) **5 Min.**

It is recommended the Board approve the salary schedule to accompany the new position of Nutrition Services Production Supervisor.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Approve Salary Schedule

C. Provisional Internship Permits (Pg 11) 5 Min.

It is recommended the Board approve the following Provisional Internship Permits:

1. Kevin Smothers –Math, Los Banos High School

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Approve

D. Authorization of Teaching Assignments (Pg 17) 5 Min.

It is recommended the Board adopt 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.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**Proposed Action:** Adopt Resolutions (ROLL CALL VOTE)

E. Variable Term Waiver Request (Pg 34) 5 Min.

It is recommended the Board approve the Variable Term Waiver Request in order to fill the open math position at Los Bano High School. A Variable Term Waiver is being requested for:

1. Marysol Martinez – Foundational Math, Los Banos High School

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Approve

F. Local Control Accountability Plan Approval (Addendum) (Pg 43) 5 Min.

It is recommended the Board approve the Addendum to the 2019-20 Local Control Accountability Plan.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Approve Addendum to the 2019-20 LCAP

G. Resolution #14-19 Support of Application Requesting Grant Funding for the New Construction Projects (Pg 60) 5 Min.

It is recommended the Board approve Resolution #14-19; Support of Application Requesting Grant Funding for the New Construction Projects.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Approve Resolution (ROLL CALL VOTE)

- H. Resolution #15-19 Support of Applications for Eligibility Determination and Funding Authorization to Sign Applications and Associated Documents (Pg 65) **5 Min.**

It is recommended the Board approve 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.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_  
**Proposed Action:** Approve Resolution (ROLL CALL VOTE)

- I. Memorandum of Understanding Between UC Merced, Center for Educational Partnerships and Los Banos Unified School District (Pg 67) **5 Min.**

It is recommended the Board approve the Memorandum of Understanding between Los Banos Unified School District (LBUSD) and UC Merced Center for Educational Partnerships (UCM CEP).

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_  
**Proposed Action:** Approve

## IX. 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, July 11, 2019 (Pg 75)  
Special Meeting, July 17, 2019 (Pg 83)
- B. Personnel Actions  
1. Report of Certificated Staffing Actions (Pg 84)  
2. Report of Classified Staffing Actions (Pg 85)
- C. Monthly Fiscal Report (Pg 86)

The monthly Fiscal Report is provided for informational purposes.

- D. Agreements/Contracts  
1. MCOE, IMPACT Intern Program (Pg 94)  
2. MCOE, Parent Leadership Training Institute (Pg 103)  
3. MCOE, Head Start Ground Lease (Pg 6)  
4. MCOE, Media Contract Addendums (Pg 113)  
5. Jake Randall, M.S., Independent Evaluation (Pg 116)  
6. The Stepping Stones Group, Speech Therapy Services (Pg 120)  
7. 360 Degree Customer Inc., Speech Therapy Services (Pg 125)

- E. Overnight/Out-of-State Travel
  - 1. Disney World Varsity Leadership Cheerleading Trip Nov. 21-26, 2019 (Pg 131)
  - 2. LBHS Varsity Girls Volleyball, Reno/Sparks NV Aug 29-31, 2019 (Pg 132)
- F. Obsolete Books (Pg 133)

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

- G. Approval/Ratification of Warrants

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_  
**Proposed Action:** Approve Consent Calendar as listed. (ROLL CALL VOTE)

- 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.



## **Nutrition Services Production Supervisor**

### **Purpose Statement**

The job of Nutrition Services Production Supervisor is done for the purpose/s of planning, coordinating, and managing the operation of the central kitchen involved in preparing ,service.

This job reports to Assigned Administrator

### **Other Functions**

Collaborates with all stakeholders (e.g. other administrators, auditors, public agencies, vendors, etc.) for the purpose of implementing and/or maintaining services and programs.

Conducts workshops, training, in-service presentations, staff meetings etc. for the purpose of conveying information and/or improving services.

Inspects cafeterias, food, and kitchens for the purpose of ensuring quality food and sanitary conditions within the facility.

Maintains a variety of confidential and non-confidential manual and electronic files and records for the purpose of providing required information and/or documentation.

Monitors budget allocations, expenditures, fund balances and related financial activities for the purpose of ensuring that allocations are accurate, revenues are recorded, expenses are within budget limits and/or fiscal practices are followed.

Orders food, supplies, equipment, etc. for the purpose of ensuring availability of items.

Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions.

Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

Performs personnel functions (e.g. interviewing, hiring, terminating, scheduling, evaluating, supervising, etc.) for the purpose of maintaining adequate staffing, enhancing productivity of personnel and achieving objectives within budget.

Plans, organizes, and directs department operations; the maintenance of services and the implementation of new programs and/or processes for the purpose of providing services within established timeframes and in compliance with related requirements.

Prepares a variety of written materials (e.g. purchase orders, requisitions, change notice, bids, board reports, state reports, menus, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.

Presents information for the purpose of communicating information, gaining feedback and ensuring adherence to established internal controls.

Processes a wide variety of documents and materials (e.g. time sheets, work orders, requisitions, travel reimbursements, budget transfers, payroll, lunch applications, government forms, daily receipts, etc.) for the purpose of disseminating information in compliance with administrative guidelines and/or regulatory requirements.

Researches a variety of topics (e.g. new products, safety and health requirements, laws, regulations, etc.) for the purpose of recommending purchases, contracts and maintaining district wide services.

Reviews menus for the purpose of ensuring meals are in compliance with Federal, State and Local required nutritional guidelines.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including using a variety of software applications; planning and managing projects; and preparing and maintaining accurate records; conducting meetings; counseling and mentoring employees; operating standard office equipment and office technology; analyzing budgets; and oral and written communication skills.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: pertinent laws, codes, policies, and/or regulations; standard business practices; program planning and development; concepts of grammar and punctuation; concepts of quantity cooking and nutritional analysis; accounting/bookkeeping principles; interviewing techniques and practices; recordkeeping and record retention practices; safety practices and procedures; personnel processes; and workings of an educational environment.

ABILITY is required to schedule a number of activities, meetings, and/or events; gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize a variety of job-related equipment. Independent problem solving is required to analyze issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; meeting deadlines and schedules; setting priorities; working as part of a team; and working with detailed information/data; communicating with persons of diverse backgrounds; maintaining confidentiality; organizing tasks; and establishing collaborative and effective working relationships.

#### **Responsibility**

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives; managing a department; determining the use of funds. Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the organization's services.

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, and significant fine finger dexterity. Generally the job requires 35% sitting, 30% walking, and 35% standing. The job is performed under conditions with some exposure to risk of injury and/or illness and in varying atmospheric conditions.

**Experience:** Job related experience with increasing levels of responsibility is required.

**Education:** Bachelors degree in job-related area.

**Equivalency:** 10 years of experience in a school related nutrition field.

#### **Required Testing:**

Post Offer Physical Exam & Worksteps Analysis

#### **Certificates and Licenses**

Food Handlers/SafeServ Certificate  
Driver's License & Evidence of Insurability

#### **Continuing Educ. / Training:**

Maintains Certificates and/or Licenses

#### **Clearances**

Criminal Justice Fingerprint/Background Clearance  
Tuberculosis Clearance

**FLSA Status**

Not Rated

**Approval Date**

**Salary Grade**

20



**Board Reference Material**

**SUBJECT TITLE:**     **Salary Schedule for the Newly Created Position: Nutrition Services  
Production Supervisor - Classified Management**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended that the Board approve the salary schedule that accompanies the new job description for Nutrition Services Production Supervisor, which is a classified management position. The salary has been aligned to the same range as other classified management/supervisors in the District.

**BACKGROUND INFORMATION:**

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None at this time.

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

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources  
Date: August 8, 2019

LOS BANOS UNIFIED SCHOOL DISTRICT  
DIRECTOR & SUPERVISOR SALARY SCHEDULE

RANGE	CLASSIFICATION
17	EXECUTIVE SECRETARY / OFFICE SUPERVISOR
19	PROGRAM DIRECTOR PRESCHOOL
20	TRANSPORTATION SUPERVISOR
20	NUTRITION SERVICES PRODUCTION SUPERVISOR
23	MAINTENANCE & OPERATIONS SUPERVISOR
23	BEFORE / AFTER SCHOOL PROGRAM SUPERVISOR
26	NETWORK SYSTEMS ADMINISTRATOR
31	INFORMATION SYSTEMS SUPERVISOR
32	DIRECTOR FACILITIES / OPERATIONS / TRANSPORTATION
32	DIRECTOR OF NUTRITIONAL SERVICES
32	DIRECTOR OF FISCAL SERVICES
32	BOARD CERTIFIED BEHAVIOR ANALYST
37	ASSISTANT SUPERINTENDENT-ADMIN SERVICES

**Board Reference Material**

**SUBJECT TITLE:** Provisional Internship Permits

**REQUESTED ACTION:**

Action X

Discussion/Information: \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the Provisional Internship Permit request.

**BACKGROUND INFORMATION:**

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

This Provisional Internship Permit is being recommended for:

Kevin Smothers – Math – Los Banos High School

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified

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

None

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources  
Date: August 8, 2019



## VERIFICATION OF REQUIREMENTS For the Provisional Internship Permit

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

Name of Applicant Kevin Smothers

SSN 415-55-4486

Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT

County/District/CDS Code 24 -65755

- Multiple Subject
- Single Subject - Specify subject(s): Mathematics
- Education Specialist - Specify specialty area(s): \_\_\_\_\_

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

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

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

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

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

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

2. The permit holder will be provided orientation, guidance and assistance during the valid period of the permit

3. Public notice of intent to employ the applicant in the identified position has been given and meets the following criteria (check the box that applies):

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

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

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

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

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

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

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

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

Applicant Signature \_\_\_\_\_

**Employing Agency Certification**

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

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

Signature Jammie Cabadillas, Ed. D.

Title Assistant Superintendent of Human Resources

Date 07-29-2019

# Los Banos Unified School District

Teacher Job Fair

January 29, 2019

District Office

1717 S 11<sup>th</sup> Street, CA 9363,

Los Banos, CA 93635

9:00 am — 1:00 am

Recruiting for the following positions:

- Science
- English
- Mathematics
  - History
- Elementary K-6
- Speech Therapist
- Special Education
- Physical Education

Why should you attend?

- LBUSD provides Induction at no charge to the teacher.
  - LBUSD Administrators will interview Candidates at the job fair.

\*To interview, candidates must bring the following:

- Resume
- Transcripts
- Copy of Credential
- Three (3) Letters of Recommendation

For further information or questions please contact Rochelle Creighton  
209-826-3801 ext - 7009

## MATH TEACHER - LOS BANOS HIGH SCHOOL at Los Banos Unified

### *Los Banos Unified*

#### Job Information

**Date Posted:** 3/20/2019

**Application Deadline:** Until Filled

**Employment Type:** Full Time

**Length of Work Year:** 2019-20 School Year

**Salary:** \$52,571 - \$110,847

**Number Openings:** (At time of posting) 2

**Contact:** Rochelle Creighton

**Email:** rcreighton@losbanosusd.k12.ca.us

**Phone:** (209)826-3801 7009

#### Requirements / Qualifications

California Math Credential

Accepting Emergency and Interns applicants !

- Copy of Transcript
- Credential Copy
- English Learner Authorization
- Letter(s) of Recommendation
- Resume

#### Comments and Other Information

3 Letters of Recommendation required

Induction provided by district at no cost to the teacher.



LOS BANOS UNIFIED SCHOOL DISTRICT  
1717 S. Eleventh Street ♦ Los Banos, CA 93635  
Telephone: (209) 826-1745 Fax: (209) 826-6810

## Human Resources Office

# Announcement of Internal Certificated Vacancy

## 2019-2020 SCHOOL YEAR

### Math Teacher (3)

### Los Banos High School

**QUALIFICATIONS:**

Applicants must possess a  
Single Subject Credential.

**SALARY:**

Certificated Salary Schedule

**EFFECTIVE DATE  
OF POSITION:**

2019-20 School Year

**APPLICATION  
PROCEDURE:**

***Letter of Interest and resume to:***  
Rochelle Creighton, Human Resources  
Los Banos Unified School District

**CLOSING DATE:**

Until Filled



**Board Reference Material**

**SUBJECT TITLE:**      **Authorization of Teaching Assignments**

**REQUESTED ACTION:**

                  Action   X  

                  Discussion/Information:

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**RECOMMENDATION:**

It is recommended the Board adopt resolutions #16-19 through #31-19, approving waivers for identified staff to teach outside of their credential authorization pursuant to Education Code Section 44258.7 C&D.

**BACKGROUND INFORMATION:**

California credentialing guidelines require that all teachers be assigned in teaching positions for which they are appropriately credentialed. Any teaching assignment out of the teacher's major or minor must be acknowledged and approved by the Board of Trustees.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified

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

None identified

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**ORIGINATOR:** Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources  
**Date:** August 8, 2019

# Los Banos Unified School District

## RESOLUTION # 17-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Valentina Mascorro      Social Security #: ---\*--\*----

School Site: Los Banos Junior High School

Site Administrator: Deolinda Thoreson, PRINCIPAL

Assignment: MESA and STEM Robotics

Grade Level: 7&8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Single Subject Teaching Credential**

Authorized Subjects: Crosscultural, Language & Academic Development Emphasis  
Mathematics

Supplementary Authorized Subject: Introductory Spanish

I mutually consent to this assignment,

\_\_\_\_\_  
*Teacher's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board President's Signature*

\_\_\_\_\_  
*Date*

# Los Banos Unified School District

## RESOLUTION # 17-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Carla Cazares Flores                      Social Security #: ---\*--\*----

School Site: Los Banos Junior High School

Site Administrator: Deolinda Thoreson, PRINCIPAL

Assignment: MESA

Grade Level: 7&8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Single Subject Teaching Credential**

Authorized Subjects: Physical Education

I mutually consent to this assignment,

\_\_\_\_\_                      \_\_\_\_\_  
*Teacher's Signature*                      *Date*

\_\_\_\_\_                      \_\_\_\_\_  
*Board President's Signature*                      *Date*

# Los Banos Unified School District

## RESOLUTION # 18-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: James Foster                      Social Security #: ---\*--\*----

School Site: Los Banos Junior High School

Site Administrator: Deolinda Thoreson, PRINCIPAL

Assignment: STEM Robotics

Grade Level: 7&8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Single Subject Teaching Credential**

Authorized Subjects: Social Sciences

I mutually consent to this assignment,

\_\_\_\_\_                      \_\_\_\_\_  
*Teacher's Signature*                      *Date*

\_\_\_\_\_                      \_\_\_\_\_  
*Board President's Signature*                      *Date*



# Los Banos Unified School District

## RESOLUTION # 20-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Amanda E. Baker      Social Security #: ---\*--\*----

School Site: Los Banos Junior High School

Site Administrator: Deolinda Thoreson, PRINCIPAL

Assignment: Modern Living

Grade Level: 7&8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Multiple Subject Teaching Credential**

I mutually consent to this assignment,

\_\_\_\_\_  
*Teacher's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board President's Signature*

\_\_\_\_\_  
*Date*



# Los Banos Unified School District

## RESOLUTION # 22-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Karen Norris      Social Security #: ---\*--\*----

School Site: Los Banos Junior High School

Site Administrator: Deolinda Thoreson, PRINCIPAL

Assignment: Modern Living

Grade Level: 7&8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Single Subject Teaching Credential**

**Authorized Subject: Foundational Level General Science**

I mutually consent to this assignment,

\_\_\_\_\_      \_\_\_\_\_  
*Teacher's Signature*      *Date*

\_\_\_\_\_      \_\_\_\_\_  
*Board President's Signature*      *Date*



# Los Banos Unified School District

## RESOLUTION # 23-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Tony Robledo                      Social Security #: ---\*---\*

School Site: Los Banos Junior High School

Site Administrator: Deolinda Thoreson, PRINCIPAL

Assignment: Coordinator

Grade Level: 7&8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Multiple Subject Teaching Credential**

**Authorized Fields:**    **General Subjects**  
                                  **Social Science**  
                                  **Cross-cultural, Language & Academic Development**

I mutually consent to this assignment,

\_\_\_\_\_                      \_\_\_\_\_  
*Teacher's Signature*                      *Date*

\_\_\_\_\_                      \_\_\_\_\_  
*Board President's Signature*                      *Date*



# Los Banos Unified School District

## RESOLUTION # 25-19

### TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Amanda E. Baker      Social Security #: ---\*--\*---

School Site: Los Banos Junior High School

Site Administrator: Deolinda Thoreson, PRINCIPAL

Assignment: Student Ambassadors

Grade Level: 7&8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Multiple Subject Teaching Credential**

I mutually consent to this assignment,

\_\_\_\_\_  
*Teacher's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board President's Signature*

\_\_\_\_\_  
*Date*

# Los Banos Unified School District

## RESOLUTION # 26-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Amanda E. Baker      Social Security #: ---\*---\*

School Site: Los Banos Junior High School

Site Administrator: Deolinda Thoreson, PRINCIPAL

Assignment: Yearbook

Grade Level: 7&8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Multiple Subject Teaching Credential**

I mutually consent to this assignment,

\_\_\_\_\_  
*Teacher's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board President's Signature*

\_\_\_\_\_  
*Date*

# Los Banos Unified School District

## RESOLUTION # 27-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Steffanie Garcia      Social Security #: ---\*--\*----

School Site: Los Banos Junior High School

Site Administrator: Deolinda Thoreson, PRINCIPAL

Assignment: Math

Grade Level: 7&8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Multiple Subject Teaching Credential  
Authorization: BCLAD**

I mutually consent to this assignment,

_____	_____
<i>Teacher's Signature</i>	<i>Date</i>
_____	_____
<i>Board President's Signature</i>	<i>Date</i>

# Los Banos Unified School District

## RESOLUTION # 28-19

### TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Jennifer Barcellos      Social Security #: ---\*--\*---

School Site: Creekside Junior High School

Site Administrator: Carolina Moreno, PRINCIPAL

Assignment: Student Ambassadors

Grade Level: 8<sup>th</sup> Grade

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Multiple Subject Teaching Credential**  
**Authorization: Cross-cultural Language and Academic Development**

I mutually consent to this assignment,

\_\_\_\_\_  
*Teacher's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board President's Signature*

\_\_\_\_\_  
*Date*

# Los Banos Unified School District

## RESOLUTION # 29-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Efrain Ullua      Social Security #: ---\*---\*

School Site: Creekside Junior High School

Site Administrator: Carolina Moreno, PRINCIPAL

Assignment: Student Ambassadors

Grade Level: 7<sup>th</sup> Grade

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Single Subject Teaching Credential  
Authorization: Social Sciences**

I mutually consent to this assignment,

_____	_____
<i>Teacher's Signature</i>	<i>Date</i>
_____	_____
<i>Board President's Signature</i>	<i>Date</i>

# Los Banos Unified School District

## RESOLUTION # 30-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Howard Wilson                      Social Security #: ---\*--\*----

School Site: Creekside Junior High School

Site Administrator: Carolina Moreno, PRINCIPAL

Assignment: STEM and MESA

Grade Level: 7<sup>th</sup> & 8<sup>th</sup> Grades

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Multiple Subject Teaching Credential**

Authorized Subjects: General Subjects (Examination)

Supplemental Authorized Subjects: General Science and Physical Science

**Certificate of Completion of Staff Development**

SB 1969 Authorization: Specially Designed Academic Instruction in English

I mutually consent to this assignment,

\_\_\_\_\_  
*Teacher's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board President's Signature*

\_\_\_\_\_  
*Date*



# Los Banos Unified School District

## RESOLUTION # 31-19 TEACHER CONSENT FORM

**Purpose:** Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Charles Pikas                      Social Security #: ---\*--\*----

School Site: Pacheco High School

Site Administrator: Dan Sutton, PRINCIPAL

Assignment: Athletic/Activities Director

Grade Level: 9-12<sup>th</sup> Grades

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-19    **To:** 6-30-20

Board Approval Date    August 8, 2019

Other Pertinent Information:

**Clear Single Subject Teaching Credential**

**Authorization: Mathematics**  
**Cross-cultural, Language & Academic Development**

I mutually consent to this assignment,

\_\_\_\_\_  
*Teacher's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board President's Signature*

\_\_\_\_\_  
*Date*

**Board Reference Material**

**SUBJECT TITLE:**        **Variable Term Waiver Request**

**REQUESTED ACTION:**

                  Action   X  

                  Discussion/Information: \_\_\_\_\_

**RECOMMENDATION:**

It is recommended the Board approve the Variable Term Waiver Request in order to fill the open math position at Los Banos High School.

**BACKGROUND INFORMATION:**

Variable Term Waivers allow Districts to cover assignments when a fully credentialed/qualified employee cannot be found. The waiver will allow LBUSD to meet its current staffing needs while searching for an individual who either holds an appropriate credential or qualifies for one of the available assignment options. The Variable Term Waiver will allow the applicant to complete credentialing requirements while serving in the classroom. A variable term waiver allows:

-The employing agency to assign identified individuals when there is an insufficient number of certificated persons who meet the specified employment criteria for the position.

-Temporarily exempt geographically isolated regions, which have severely limited ability to develop personnel from specific state requirements for educator preparation, licensing or assignment, or

-Facilitate assignments in school programs addressing issues of educational reform and other temporary conditions approved at the discretion of the Commission.

A Variable Term Waiver is being requested for:

Marysol Martinez – Foundational Math – Los Banos High School

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified

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

None

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources  
Date: August 8, 2019



Commission on Teacher Credentialing  
 Certification Division  
 ATTN: Waiver Unit  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

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

CTC Use Only

CTC Use Only  
 W Z

## VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent waivers only**.

1. EMPLOYING AGENCY (include mailing address) Los Banos Unified School District	County/District CDS Code 24-65755	Contact Person: Tammie Calzadillas, Ed. D. Telephone #: 209-826-3801 E-Mail: <a href="mailto:tcalzadillas@losbanosusc">tcalzadillas@losbanosusc</a>
	NPS/NPA (list county code _____)	

### 2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number:

*All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.*

Full Legal Name Marysol Martinez  
First Middle Last

Former Name(s) Marysol Ruiz Birth Date 05/08/1987

Applicant's Mailing Address Los Banos, CA 93635

Phone# \_\_\_\_\_ Email ruiz.marysol87@yahoo.com

Waiver Title Single Subject - Foundational Math

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment 9th Grade - Integrated Math 1

Indicate specific position and grade level (e.g. *chemistry teacher, grades 11-12*)

- For bilingual assignment list LANGUAGE: \_\_\_\_\_
- Is this a full time position?  Yes  No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) \_\_\_\_\_
- Is this a subsequent waiver? (see #9 for additional information)  Yes  No

**3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED**

Specific section(s) covering the assignment: EC 44252(b)

**4. EFFECTIVE DATES**

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 08 / 12 / 2019 to 06 / 04 / 2020

Ending date of school term, track, or year: 06 / 30 / 2020

**5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:**

**a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT**

- |  |  |
|--|--|
| <input type="checkbox"/> Special Education                   | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute             |
| <input type="checkbox"/> Speech-Language Pathology Services  |  |

**b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION**

No copies are necessary if this is a recognized high incidence area.

- |  |  |
|--|--|
| <input type="checkbox"/> Advertised in local/national newspapers | <input type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals     | <input type="checkbox"/> Distributed job announcements   |
| <input type="checkbox"/> Attended job fairs in California        | <input type="checkbox"/> Internet                        |
| <input type="checkbox"/> Attended recruitment out-of-state       |  |

Other \_\_\_\_\_

**c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

**6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:**

**a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT**

- |   |  |
|---|--|
| <input type="checkbox"/> Administrative Services                                    | <input type="checkbox"/> Multiple Subject Teaching                                     |
| <input checked="" type="checkbox"/> Single Subject Teaching (all subject areas)     | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate                                |
| <input type="checkbox"/> Teacher Librarian Services                                 | <input type="checkbox"/> Teacher of English Learner Students                           |

**b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION**

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. [www.edjoin.org](http://www.edjoin.org))

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other Hosted in-district job fair

**c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:**

How many individuals credentialed in the authorization of the waiver request applied for the position? 14

How many individuals credentialed in the authorization of the waiver request were interviewed? 5

What were the results of those interviews? (Please indicate answers in numbers)

- Applicant(s) withdrew
- 4   Candidate(s) declined job offer
- Candidate(s) found unsuitable for the assignment

**d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION**

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.



**11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)**

Answers to the following questions are required. **If you answer yes to any question, you must complete the corresponding *Professional Fitness Explanation Form*.**

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



**WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:**

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?  
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprovved, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No



**12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)**

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

**13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES**

**Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

**County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

**14. APPLICANT'S CERTIFICATION**

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

\_\_\_\_\_  
Signature of Applicant  
(Sign full legal name as listed in #2)

\_\_\_\_\_  
Date

**15. EMPLOYING AGENCY CERTIFICATION** *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: Jammie Caladillas Ed.D.  
Title: Assistant Superintendent  
Date: 7-29-2019 Human Resources

**Board Reference Material**

**SUBJECT TITLE:**     2019-20 LCAP (Addendum)

**REQUESTED ACTION:** Approve

Action     X  

Discussion/Information             

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**RECOMMENDATION:**

It is recommended the Board approve the addendum to the Local Control Accountability Plan (LCAP).

**BACKGROUND INFORMATION:**

All Local Education Agencies are required to submit a Consolidated Application (ConApp), a Local Control and Accountability Plan (LCAP), and a LCAP Addendum in order to meet the Federal LEA Plan requirements. The LBUSD Board approved both the ConApp and the LCAP in June. The LCAP Addendum outlines how the district will utilize federal funds to meet the requirements outlined for the use of federal funds in the Every Student Succeeds Act (ESSA). The approval and submission of the LCAP Addendum will allow the district to meet the Federal LEA Plan requirements and ensure that the district will receive federal funds on time.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

The LCAP addresses each of the Board’s eleven (11) goals.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

The cost for the LCAP will be \$30,068,766. This funding will come from a combination of LCFF, Title I, Title II, Title III and Title IV monies.

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ORIGINATOR: Dr. Sean Richey, Chief Academic Officer  
Date: August 8, 2019

**Local Control and Accountability Plan (LCAP)  
Every Student Succeeds Act (ESSA)  
Federal Addendum Template**

**LEA name:**

Los Banos Unified School District

**CDS code:**

2465755

**Link to the LCAP:**

*(optional)*

[Provide link.]

**For which ESSA programs  
will your LEA apply?**

Choose from:

**TITLE I, PART A**

Improving Basic Programs Operated by  
State and Local Educational Agencies

**TITLE II, PART A**

Supporting Effective Instruction

**TITLE III, PART A**

Language Instruction for English Learners  
and Immigrant Students

**TITLE IV, PART A**

Student Support and Academic  
Enrichment Grants

*(NOTE: This list only includes ESSA  
programs with LEA plan requirements;  
not all ESSA programs.)*

Title I, Part A, Title II, Part A, Title III, Part A

*In the following pages, ONLY complete the sections for the corresponding programs.*

# Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

**The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

**The LEA must address the Strategy and Alignment prompts provided on the following page.**

**Each provision for each program must be addressed,** unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

## **Strategy**

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The District has prioritized early literacy and ELD instruction. Our use of Title I and Title III funds support direct services to these students that go above and beyond the regular program. At each elementary site we use Title I, Part funds to employ an Intervention Support Instructor (ISI) who provides reading intervention instruction to 1<sup>st</sup> – 3<sup>rd</sup> identified as reading below grade level.

## **Alignment**

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

On an annual basis the District re-evaluates its use of federal funds, along with state and local funds, to best support needed instructional programs. As we have recently been through the FPM process we are in contact with our reviewers in a variety of areas but especially those that oversee Title I, Part A and Title III, Part A.

# ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system:

## TITLE I, PART A

### Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 ( <i>as applicable</i> )

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

### Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 ( <i>as applicable</i> )

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

### Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 ( <i>as applicable</i> )

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

## TITLE II, PART A

### Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 <i>(as applicable)</i>

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

## TITLE III, PART A

### Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 <i>(as applicable)</i>

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

## ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

## TITLE I, PART A

### Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.



## **ESSA Provisions Not Addressed in the LCAP**

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

### **TITLE I, PART A**

#### **Educator Equity**

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

LBUSD does not have a disparity between the number of highly qualified teachers for low-income students and minority students at Title 1 sites. LBUSD teachers have met all highly qualified teacher requirements. All teachers at Title 1 sites are credentialed to teach.

#### **Parent and Family Engagement**

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

LBUSD promotes parent and family engagement for all students. All sites hold parent engagement nights, open houses, and community cafés to encourage parent and community participation in LBUSD schools. In addition, LBUSD has partnered with Parenting Partners to provide parents workshops and support. These workshops occur regularly throughout the school year for parents of elementary and secondary students. These workshops provide parents information regarding parent rights, how to communicate with schools, and how to support students who are struggling among other topics. LBUSD high schools partner with the University of California, Merced to offer parents the

Parenting Empowerment Program (PEP). PEP is a partnership between UC Merced and LBUSD that offers parents 8-10 courses on a variety of topics including the college application process and FAFSA applications. Parents who graduate from the program then participate on a tour of colleges and universities throughout California to help parents better understand the opportunities afforded their students.

## **Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children**

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

LBUSD uses title 1 funds at all sites. As part of the continuous improvement cycle embedded in the Single Plan for Student Achievement (SPSA) process at each school site, school site councils (SSC) consisting of parents, community members, the principal, teachers, and other staff utilize data, evaluate programs, and set goals that target the needs of the most needy students at each school site.

## **Homeless Children and Youth Services**

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

LBUSD provides supplies, guidance, and transportation waivers for McKinney-Vento students.

## **Student Transitions**

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

LBUSD supports the critical transition period between elementary and middle school, middle school to high school, and high school to post-secondary training through a variety of resources. LBUSD uses state and district assessment data to ensure that students – especially students served by Title 1 and Title 3 funds – are given the support they need to successfully matriculate from one level to the next.

When students transition from the elementary school to the junior high school, counselors assigned to the junior high schools hold 6<sup>th</sup> grade outreach meetings and informal lunch meetings to help the students identify an adult who will support them at their new school. During the formal meetings, the counselors help each student develop a 6-year academic achievement plan based on their interests and goals. In addition, the junior high schools hold parent nights and workshops for parents using the Parent Partnership curriculum to help prepare parents to support their students. Further, during the summer incoming 7<sup>th</sup> grade students identified through assessment data analysis are invited to attend summer bridge programs to prepare them for their new school.

When students move from junior high to high school, student identified through an analysis of assessment data are provided academic support in mathematics through summer school using Math 180 and ALEKS. All incoming 9<sup>th</sup> grade students participate the LINK Crew program through the Boomerang Project. Incoming 9<sup>th</sup> grade students are assigned to a group led by 11<sup>th</sup> and 12<sup>th</sup> grade students who have been trained to mentor and support incoming 9<sup>th</sup> graders. These students provide a familiar face on campus and a supportive student mentor to assist 9<sup>th</sup> grade students in navigating the formal and informal processes unique to each high school. These groups formally support the 9<sup>th</sup> grade students for the entirety of their 9<sup>th</sup> grade year. In addition, all 9<sup>th</sup> grade students and their parents are invited to attend 9<sup>th</sup> grade specific events designed to answer questions, familiarize students and parents with the school and to facilitate stronger communication between the school, students and parents by signing parents and students up for instant messaging services such as the Remind App.

The high schools hold FAFSA completion nights utilizing support from UC Merced, Merced College, and Stanislaus State to assist graduating seniors in completing their FAFSA or DREAM act

applications. These college and university liaisons further support graduating seniors through college application workshops for the students and their parents. Graduating seniors are further supported in their transition to post-secondary education through the opportunity to attend dual enrollment college courses on both high school campuses. Through a partnership with Merced College students are provided opportunities to take certificate and license granting technical and trade courses in order to gain viable employment. LBUSD also offers a wide range of Career Technical Education (CTE) courses that are articulated with local community colleges so that students who complete these CTE course pathways can receive college credit and industry certificates.

### **Additional Information Regarding Use of Funds Under this Part**

#### **ESSA SECTION 1112(b)(13) (A–B)**

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

NOT APPLICABLE

## **TITLE II, PART A**

### **Professional Growth and Improvement**

#### **ESSA SECTION 2102(b)(2)(B)**

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

LBUSD provides professional growth and improvement by partnering with professional learning providers, sending teams to conferences and workshops, providing coaching and support for the instruction of English Learners, and a robust induction program for new teachers. LBUSD partners with Math Solutions to provide targeted instructional support for mathematics. Math Solutions provides math coaches and data analysis to assist teachers in targeting their instruction to the neediest students. These coaches partner teach, share strategies, demonstrate lessons, provide feedback, and share ideas and resources. The coaches co-plan lessons and work with individual teachers and teams to plan lessons and units.

LBUSD partners with Solution Tree to provide training in the PLC process for all school leadership teams. LBUSD utilizes support from the Merced County Office of Education to provide Guided Language Acquisition by Design (GLAD) professional learning opportunities as well as training in Positive Behavior Intervention and Support (PBIS) practices. These partnerships allow teachers to become more proficient in research based and validated best instructional practices. This allows the teachers of LBUSD to better support their peers in the use of these practices to support the needs of our students.

### **Prioritizing Funding**

#### **ESSA SECTION 2102(b)(2)(C)**

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

LBUSD uses state and district assessment data as well as the results of staff, student, parent, and community surveys to determine which sites, grade levels, and student populations need the most support. Through careful analysis of this data, funds and resources are allocated to best support the students of LBUSD.

## **Data and Ongoing Consultation to Support Continuous Improvement**

### **ESSA SECTION 2102(b)(2)(D)**

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

LBUSD uses district and state assessments to monitor student learning. All K-6 elementary sites use the Rigby Benchmark test 3x per year to assess student literacy levels in accuracy, comprehension, and fluency. LBUSD also uses the California Assessment of Student Performance and Progress (CAASPP) Interim assessments to monitor student learning.

## **TITLE III, PART A**

### **Title III Professional Development**

#### **ESSA SECTION 3115(c)(2)**

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

*LBUSD Education leaders ensure the achievement of all students by guiding the development and implementation of a shared vision of learning, strong organizational mission, and high expectations for every student.*

- *Every student learning*
  - *Collaboration with all stakeholders*
  - *High expectations for all*
  - *Examining assumptions and beliefs*
  - *Continuous improvement using evidence*
- 
- Professional Development offers research based instructional strategies and curriculum development and assessment that is offered to teachers, para educators, and site administrators in support of continued ELA/ELD California State Standards implementation (*as evaluated by the relevant local indicator , CAASPP & ELPAC*) is provided by the Coordinator of English Language Learners, Fountas and Pinnel, Math Solutions, Imagine Learning, English 3D and *Wo* LEA Continued support of teachers and students who are English Learners
  - Extensive and continued support of elementary and secondary reading and math interventions for ELs

- Continue support of instructional technology that supports a sophisticated and contemporary learning platform where learning associated with newly adopted curriculum can be targeted and accelerated with a focus on at ELs, ELs At Risk and LTEL student groups using (IL) (SNAP) (Read 180 & Systems 44)
- Math Solutions site instructional coaches to support math instruction
- Continued and improved implementation of teacher professional development and coaching systems (**Math Solutions**) supporting English Learner instruction – Training will focus on the use of these new resources with a focus on fidelity to the author’s pedagogical intentions
- Continued and improved implementation of systems of site leadership and monitoring that drives intentional support with the right frequency of English Learners, At Risk ELs and LTELS that are failing to improve over time
- PLCs discuss the EL needs assessment. Schools examine performance data such as CAASP (SBAC) scores, ELPAC scores, dashboard data, and interim progress and performance milestones from District wide Summative and Formative Assessments. The site principals and teachers will use this data to equitably guide culturally relevant pedagogical curriculum and instruction.
- Continuously develop the proposed actions and strategies that will address the root causes of low EL student achievement using multiple measures and data analysis as indicators to drive instruction and MTSS/RTI interventions.
- Continued **leadership** meetings are in place to facilitate the use of strategies to synthesize and prioritize the greatest needs based on a variety of measures using extensive data analysis of ELs.
- The EL Director, site principals and teachers will monitor and evaluate the implementation and effectiveness of the EL Program to support student and school improvement
- In addition, the LEA and site leadership, in conjunction with the SSC, will evaluate the site's improvement plan, adjust according to a continuous improvement cycle that is built on regular EL data review, and prepare quarterly reports for the LEA leadership cabinet team, site leadership team and for site school site council groups.
- Ongoing professional development supports all grade levels. Additionally, site instructional Math Solutions coaches support instructional practices to support the learning needs of EL students.
- All students are provided access to units of study in ELA.
- Secondary sites conducted an adoption for an ELD curriculum at the secondary level. Ongoing professional development will support all ELD curriculum adoptions in ELD Blocks in addition to assessment practices

- Merced County Office of Education, offers professional development workshops that are specific to EL needs in the areas of Math, History, Science and ELA/ELD

### **Enhanced Instructional Opportunities**

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Instructional opportunities for **immigrant children** are the same as the information mentioned earlier in addition to: Regional and Merced County Office of Education programs:

#### **Migrant services offers Elementary services**

- Mrs. Castillo from the Mini Corp Migrant Service Program provides 1. Tutors that are college students studying to go into education and gain experience in the education field  
2. To provide extra support to help migrant student succeed academically.
- Home based program-Language Power Gr. K-8
- Home based program- Migrant Education Readiness Program Gr. PreK
- Home based program - Independent Home Study Gr. PreK-11
- STEM Project Gr. 3-8
- Summer Camp Green Meadow ELA/Science Gr. 4-6

#### **The Migrant Education Program offers High School students:**

- Honors Scholarships Gr. 12
- Speech and Debate Gr. 9-12
- Civic Engagement Gr. 11
- Academic Advising Gr. 9-12
- College Readiness Gr. 9-12
- Los Banos High School /Merced County Office of Education Financial Aid and evening workshops
- Los Banos Regional Family Conference
- Los Banos High and Pacheco High Credit recovery, Academic Counseling, College Awareness

### **Title III Programs and Activities**

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.



## **THIS ESSA PROVISION IS ADDRESSED BELOW:**

LBUSD provides a variety of language instructional supports and programs to support the needs of English learners to increase their English proficiency. These programs include:

--Los Banos Unified School District implemented Imagine Learning Language and Literacy Technology Program to supplement the ELD curriculum. IL Coaches support emerging focus on the instructional strategies (and associated support) relative to the use of IL instructional technology in the classroom. District licenses for Imagine Learning were purchased. This program targets language improvement for English Learners in Reading, Writing, Listening, and Speaking. It also had a secondary benefit of targeting the literacy needs of all elementary students and some secondary students. Administrators are sent a weekly usage report from the Coordinator of English Learners in order to monitor their site's implementation.

--The English3D program will be implemented in secondary sites. Support of site based instruction, highly targeted professional development will be provided to ensure fidelity to the curriculum: English 3D, a curriculum written by English Learner expert, researcher, San Jose State professor and advocate Kate Kinsella, is a structured academic program especially designed for Long Term English Learners (LTELs). LTELs are placed in this program to help them with the academic language that they will encounter on high stakes tests and in content classes in order to impact student achievement. English 3D teachers at all grade levels (7-8) will be provided professional development sessions, and our EL Coordinator will visit classrooms throughout the year to ensure that the program is being implemented with fidelity.

--Reading Intervention for the Elementary Schools continued with the Leveled Literacy Intervention (LLI) reading program from Fountas and Pinnell. The program focused on first grade. The intervention program provides intensive training and support for staff.

## **English Proficiency and Academic Achievement**

### **ESSA SECTION 3116(b)(2)(A-B)**

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

(A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and

(B) meeting the challenging State academic standards.

## **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Los Banos Continuous Improvement model will use current performance and process data to plan & execute plan elements. Intermediate process data will be used to adjust in implementation to maximize student outcomes. Progress monitoring will be centered on the evaluating trends of site determined professional development as a mechanism to evaluate overall student needs. Additionally, periodic progress monitoring and analysis of both leading and lagging indicators will drive the process of Continuous Improvement. Progress monitoring

will center on evaluation rubrics associated with relevant California Dashboard Local Indicators, EL Roadmap Policy and systemic staff surveys immediately associated with professional development activities.

# TITLE IV, PART A

## Title IV, Part A Activities and Programs

### ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

### THIS ESSA PROVISION IS ADDRESSED BELOW:

LBUSD uses Title IV, Part A funds to support safe and healthy students and the effective use of technology. LBUSD will use these funds to support district health and wellness initiatives on areas identified through the California Healthy Kids Survey. In addition, LBUSD will provide mental health interventions and groups through district wellness counselors. LBUSD also provides all students grades 3-8 with access to a device and students in grades 9-12 each receive a 1:1 device.



**BEFORE THE BOARD OF TRUSTEES OF  
LOS BANOS UNIFIED SCHOOL DISTRICT  
MERCED COUNTY, CALIFORNIA**

**RESOLUTION NO. 14-19**

**SUPPORT OF APPLICATION REQUESTING GRANT FUNDING  
FOR THE NEW CONSTRUCTION PROJECTS**

**WHEREAS**, Los Banos Unified School District ("District") intends to file various new construction applications for funding, including the Volta Elementary School and San Luis High School projects ("Projects") and any other necessary projects, under the School Facility Program (commencing with section 17070.10 et. Seq., of the Education Code); and

**WHEREAS**, Los Banos Unified School District must adopt a school board resolution pursuant to School Facility Program Regulation Section 1859.77.3 that has been discussed at a public hearing at a regularly scheduled meeting of the District's governing board on a date preceding the new construction funding application(s) that includes the acknowledgements and the housing plan contained herein and as attached in Exhibit "A"; and

**WHEREAS**, the new construction grants requested for the Projects may be at a different grade level than the pupils to be housed in the Projects; and

**WHEREAS**, the grants requested may exceed the number of pupils housed in the Projects as allowed under School Facility Program Regulation Section 1859.77.3 (a); and

**WHEREAS**, the Board is aware that requesting grants from a different grade level, or that exceed the number of pupils housed in the project, will not result in the construction of the exact number of classrooms required to house all the pupils associated with the grants requested, but that some of the eligibility will be diverted to alternate uses, and

**WHEREAS**, the Board is aware and acknowledges that upon approval and funding of the District's plan and application, the State will satisfy its obligation to house the pupils for which grants are received pursuant to the School Facility Program Regulation Section 1859.50; and

**WHEREAS**, the District must adopt a housing plan that identifies how the District has housed or will house the pupils receiving grants in the Projects in school buildings defined in Education Code Section 17368. The plan must certify one of the following methods:

- 1) The District will utilize higher District loading standards providing the loading standards are within the approved District's teacher contract(s) and do not exceed 33:1 per classroom; **or**

**WHEREAS**, the District certifies it will utilize higher loading standards as its adopted methodology as outlined in the housing plan attached and noted as Exhibit "A"; and

**THEREFORE, BE IT HEREBY RESOLVED** that the Board of Trustees is in support of the Projects and any other necessary new construction projects under the School Facility Program;

Be it further resolved that upon approval and funding of the District's applications, the Board acknowledges that the State will satisfy its obligation to house the pupils for which grants are received; and

Be it further resolved that upon completion of the new construction projects Los Banos Unified School District will be able to house adequately the total anticipated student population; and

Be it further resolved that the individuals identified below are authorized to sign all documents and papers associated with the applications for funding:

1. Superintendent
2. Assistant Superintendent, Administrative Services

The foregoing Resolution was adopted by the Board of Education of Los Banos Unified School District at a meeting of the Board on August 8, 2019, by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education  
Los Banos Unified School District

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education  
Los Banos Unified School District

**EXHIBIT "A"**  
**LOS BANOS UNIFIED SCHOOL DISTRICT**  
**HOUSING PLAN FOR THE USE OF GRANTS**  
**NEW CONSTRUCTION PROJECTS**

Los Banos Unified School District is justified in requesting up to 1,647 K-6 grants, 717 7-8 grants, and 859 9-12 grants pursuant to State Facilities Program regulation section 1859.77.3(a) for the Volta Elementary School and San Luis High School projects and any other necessary new construction projects, and will request available grants as necessary to fund the projects.

More specifically, the District is justified in housing these pupil grants as follows:

**K-6**

The District intends to house the K-6 new construction grants in existing classrooms by utilizing a higher loading standard than the State's loading standards. More specifically, Los Banos Unified School District will house these pupil grants in a total of 223 existing K-6 classrooms. By loading these classrooms at 29:1 at K-3 and 31:1 at 4-6, the District can house an additional 1,647 K-6 pupils:

57 classrooms loaded on SAB 50-02 x 29:1 District loading =	1,653
43 classrooms loaded on SAB 50-02 x 31:1 District loading =	1,333
28 classrooms not loaded on SAB 50-02 x 29:1 District loading =	812
21 classrooms not loaded on SAB 50-02 x 31:1 District loading =	651
42 classrooms added since baseline x 29:1 District loading =	1,218
32 classrooms added since baseline x 31:1 District loading =	992
174 classrooms x 25:1 State loading =	-4,350
Previous K-6 Use of Grants Request =	-662
Available pupils for Use of Grants request =	1,647

The higher loading standards of 29:1 and 31:1 are within the approved District's teacher contract.

**7-8**

The District intends to house the 7-8 new construction grants in existing classrooms by utilizing a higher loading standard than the State's loading standards. More specifically, the Los Banos Unified School District will house these pupil grants in a total of 79 existing 7-8 classrooms. By loading these classrooms at 33:1, the District can house an additional 717 7-8 pupils:

34 classrooms loaded on SAB 50-02 x 33:1 District loading =	1,122
9 classrooms not loaded on SAB 50-02 x 33:1 District loading =	297
36 classrooms added since baseline x 33:1 District loading =	1,188
70 classrooms x 27:1 State loading =	-1,890
Available pupils for Use of Grants request =	717

The higher loading standard of 33:1 is within the approved District's teacher contract.

**9-12**

The District intends to house the 9-12 new construction grants in existing classrooms by utilizing a higher loading standard than the State's loading standards. More specifically, Los Banos Unified School District will house these pupil grants in a total of 135 existing 9-12 classrooms. By loading these classrooms at 33:1, the District can house an additional 859 9-12 pupil:

36 classrooms loaded on SAB 50-02 x 33:1 District loading =	1,188
21 classrooms not loaded on SAB 50-02 x 33:1 District loading =	693
78 classrooms added since baseline x 33:1 District loading =	2,574
114 classrooms x 27:1 State loading =	-3,078
Previous 9-12 Use of Grants Request =	-518
Available pupils for Use of Grants request =	859

The higher loading standard of 33:1 is within the approved District's teacher contract.

As a result of this plan the District is capable of housing an additional 1,647 K-6 pupils, 717 7-8 pupils, and 859 9-12 pupils not recognized by the State SFP, and all grants requested will be housed.

	K-3	4-6	7-8	9-12	TOTAL
Classrooms loaded on SAB 50-02	57	43	34	36	170
Classrooms added since baseline	42	32	36	78	188
Subtotal	99	75	70	114	358

District Loading Standards (per CR)	29	31	33	33
State Loading Standards (per CR)	25	25	27	27
Difference (per CR)	4	6	6	6
Additional District Capacity	396	450	420	684

Classrooms Not Loaded on SAB 50-02	28	21	9	21	79
Classrooms Not Loaded Capacity*	812	651	297	693	2,453

\* District Loading Standards

	K-6	7-8	9-12
Pupil Grants Available for Use of Grants Request	2,309	717	1,377

Previous Use of Grants Requests			
Lorena Falasco ES	447	0	0
Los Banos HS Addition	0	0	518
Pacecho High School	215	0	0

Additional Pupil Grants Available for Use of Grants	1,647	717	859	3,223
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## Board Reference Material

**SUBJECT TITLE:** Authorized Signatories

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board adopt Resolution #15-19 approving Dr. Mark Marshall, Ed.D., Superintendent and Mr. Amer Iqbal, Assistant Superintendent-Administrative Services as authorized signatures for School Facility Program related documents.

**BACKGROUND INFORMATION:**

This action is necessary to update those authorized to sign all documents associated with the School Facility Program.

**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.

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**ORIGINATOR:** Amer Iqbal, Assistant Superintendent-Administrative Services  
**Date:** August 8, 2019

**BEFORE THE BOARD OF EDUCATION OF  
LOS BANOS UNIFIED SCHOOL DISTRICT  
MERCED COUNTY, CALIFORNIA**

**RESOLUTION NO. 15-19**

**SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND FUNDING  
AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED DOCUMENTS**

Whereas, Los Banos Unified School District intends to file applications for funding under the School Facility Program (SFP) as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code; and

Whereas, a condition of processing the various applications under the SFP is a resolution in support of those applications from Los Banos Unified School District Board of Education and signatures of the Los Banos Unified School District Administration; and

Whereas, Los Banos Unified School District wishes to submit applications for eligibility determination and funding for programs including, but not limited to, modernization, new construction, career technical education, joint use, and/or charter school for the following schools and at any other school sites as necessary:

Charleston Elementary	Creekside Junior High
Henry Miller Elementary	Los Banos Junior High
Lorena Falasco Elementary	Los Banos High
Los Banos Elementary	Pacheco High
Mercey Springs Elementary	San Luis High
R.M. Miano Elementary	Crossroads Alternative
Volta Elementary	New Elementary School (B St/Place Rd)
Westside Union Elementary	

THEREFORE, BE IT HEREBY RESOLVED, that the Los Banos Unified School District Board of Education is in support of necessary applications under the School Facility Program and that the individuals identified below are authorized to sign all documents and papers associated with the applications for funding:

1. Dr. Mark Marshall, Ed.D., Superintendent
2. Amer Iqbal, Assistant Superintendent-Administrative Services

Enacted this 8th day of August, 2019, by the Los Banos Unified School District Board of Education.

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:**     **Memorandum of Understanding Between UC Merced, Center for Educational Partnerships and Los Banos Unified School District**

**REQUESTED ACTION:** Approve

Action      X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the Memorandum of Understanding between Los Banos Unified School District (LBUSD) and UC Merced Center for Educational Partnerships (UCM CEP).

**BACKGROUND INFORMATION:**

LBUSD desires to work collaboratively with UCM CEP through the College Advising Corp (CAC) to improve the alignment of educational systems and the coordination of resources to result in the increase of, among other things, student academic achievement, college preparation, matriculation and transition, university transfers, and the rate of bachelor’s degree completion. This effort is intended to develop mechanisms for LBUSD and UCM CEP to conduct “real time” student data exchanges to guide continuous improvements to postsecondary education preparation at the District as well as improvements to postsecondary education preparation at the District as well as improve targeted student support activities, resources,

**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.

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ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Date: August 8, 2019

AGREEMENT GOVERNING THE RELEASE OF PERSONALLY IDENTIFIABLE STUDENT  
INFORMATION BY THE LOS BANOS UNIFIED SCHOOL DISTRICT TO THE  
UNIVERSITY OF CALIFORNIA, MERCED

PREAMBLE

This Memorandum of Understanding (“MOU”), dated July 1, 2019, (“Effective Date”), states the terms under which the Los Banos Unified School District (hereinafter referred to as “LBUSD” or “District”) will exchange personally identifiable student information described below (“Data”) with the University of California, Merced, Center for Educational Partnerships (hereinafter referred to as “UCM CEP”), for the purpose of conducting studies, academic interventions, and program evaluation in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99) and the Privacy of Pupil Records provisions of the California Education Code (§ 49073 et seq.). LBUSD and UCM CEP are collectively referred to as the “Parties” and each of them individually as a “Party.”

RECITALS

1. Purpose and Scope of MOU

LBUSD desires to work collaboratively with UCM CEP through the College Advising Corps (CAC) to improve the alignment of educational systems and the coordination of resources to result in the increase of, among other things, student academic achievement, college preparation, matriculation and transition, university transfers, and the rate of bachelor’s degree completion. This effort is intended to develop mechanisms for LBUSD and UCM CEP to conduct “real-time” student data exchanges to guide continuous improvements to postsecondary education preparation at the District as well as improve targeted student support activities, resources, and services.

2. Summary of Applicable Legal Authority

This MOU to allow the release of personally identifiable student information is authorized under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records, as well as the parallel provisions of California Education Code § 49076. FERPA applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA permits the release of personally identifiable student data without prior written parental or student consent if the release is to “organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.” (20 USC 1232g (b)(1)(F); See, accord, California Education Code § 49076(a)(2)(E).)

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The FERPA implementing regulation at 34 CFR § 99.31(a)(6) allows schools to disclose student records, without parental or student consent, to the following:

- o Organizations conducting certain studies for or on behalf of the school (the “studies exception”).

FERPA further permits the release of personally identifiable student data without prior written parental or student consent if the release is to authorized representatives of State and local educational authorities for the purpose of auditing or evaluating a Federal or State supported educational program. (20 USC 1232g(b)(1)(C), (b)(3) and (b)(5); see accord, California Education Code § 49076(a)(1)(C).)

The FERPA implementing regulation at 34 CFR § 99.31(a)(3) allows schools to disclose student records, subject to the requirements of 34 CFR § 99.35, without parental or student consent to:

Authorized representatives of State and local educational authorities (the “audit or evaluation exception”).

TERMS

NOW, THEREFORE, the Parties agree as follows:

1. Personally Identifiable Information from Education Records to be Disclosed

Under the FERPA “studies exception” (34 CFR § 99.31(a)(6)) for the purpose of improving instruction, as well as the FERPA “audit or evaluation exception” (34 CFR § 99.31(a)(3)) for the purpose of facilitating evaluation of LBUSD’s above-described higher education preparation and targeted student support programs, respectively, the Parties agree to the following disclosures, subject to the terms of the MOU.

LBUSD will disclose some or all of the following Data to UCM CEP:

- o Course enrollment;
- o Individual Student Transcripts;
- o A-G and other course grades;
- o GPA;
- o A-G total units;
- o A-G units by subject area;
- o A-G Status;
- o Seal of Biliteracy;
- o CTE Course/Pathway Enrollment and Completion;
- o Dual Enrollment and Completion;
- o Credit Recovery Program(s) Enrollment and Completion
- o Internal Assessments and/or local benchmarks;

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- o AP Enrollment and Course Completion;
- o AP Exam Registration and Scores;
- o PSAT Registration;
- o PSAT Scores;
- o SAT/ACT Registration;
- o SAT/ACT Scores;
- o SAT Subject Test Registration;
- o SAT Subject Test Scores;
- o California Student Aid Commission (CSAC) Report;
- o Application Information to Institutions of Higher Education;
- o Admissions Information to Institutions of Higher Education;
- o Enrollment Plans to Institutions of Higher Education;
- o California Assessment of Student Performance and Progress (CASPP) all grade levels and subject areas;
- o California English Language Development Test Data;
- o English Language Proficiency Assessments for California (ELPAC) Test Data;
- o Student Information Database (i.e., Aries) access;
- o Transcript Evaluation Service (TES) access;
- o Student State Identification Number (SSID);
- o English Language Learner Status;
- o Ethnicity;
- o First Generation College Student Status;
- o Gender;
- o Foster Status;
- o Homeless Status
- o Special Education Program Participation Status
- o Family Income;
- o Parents Education Level;
- o Student Date of Birth.
- o Student Discipline/Behavior
- o Attendance

2. Roles and Responsibilities of the Parties

A. UCM CEP and LBUUSD

1. The Parties shall use a secure, mutually agreed upon means and schedule for identifying the appropriate data fields and for transferring confidential information.
2. The Parties acknowledge that the Data provided pursuant to the MOU is confidential and agree to use commercially reasonable efforts to protect the Data from unauthorized disclosures to any third parties and to comply in all material

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respects with all applicable District, local, state and federal confidentiality laws and regulations including but not limited to FERPA.

3. The Parties shall use the Data only for the purposes described in the MOU. LBUSD and UCM CEP shall not use the Data for personal gain or profit of any individual, it being understood and acknowledged that the successful conclusion of the research contemplated by the MOU should be beneficial to all Parties and their constituents.
4. The Parties shall keep all Data in a location physically and electronically secure from unauthorized access. Data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means.
5. The Parties shall employ qualified personnel that are proficient and experienced in managing secure, confidential data ("Qualified Personnel"). The Parties agree to restrict distribution of personally identifiable matched data to Qualified Personnel, with the understanding that personally identifiable information will be released only for the purposes established in the MOU.
6. The Parties acknowledge and agree that any Data disclosed under the MOU remains the property of the disclosing Party. As such, the Parties further agree that Data files shall be destroyed or returned to the Party disclosing the Data when no longer needed for the purpose for which it was obtained, in compliance with 34 CFR §99.31(6)(iii)(B); §99.35 (b)(2), or upon expiration or termination of the MOU as set forth below. In accordance with the requirements of 34 CFR § 99.31(b)(6)(iii)(C)(4) and § 99.35(a)(3)(iv), the Parties agree that upon the occurrence of an event which triggers a duty to destroy or return data as set forth above, the Data shall be destroyed or returned to the disclosing Party within thirty (30) days of the occurrence.
7. The Parties shall not re-disclose any Data with or without identifying information to any other requesting individuals, agencies, or organizations that are not a Party to the MOU.
8. The Parties will require all employees, contractors, and agents of any kind to comply with all applicable state and federal laws with respect to the data shared under the MOU, including but not limited to, the Federal Family Educational Rights and Privacy Act (20 USC 1232g), federal and California information security and confidentiality laws, including the Comprehensive Computer Data Access and Fraud Act (California Penal Code Section 502), Federal Privacy Act, Gramm-Leach-Bliley Act with subsequent "Privacy" and "Safeguards" rulings, and the Information Practices Act of 1977, as amended. The Parties agree to require

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and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to the MOU. The Parties further agree that should any of them use a contractor, consultant, or other agent to perform any “outsourced services” under 34 CFR § 99.31(a)(1)(B) which require the third party to access Data disclosed by any other Party under the MOU, the Party shall extend all of its data confidentiality and security policies and procedures to the third party by contract. Any and all unauthorized access is prohibited.

9. The Parties will use Data collected and shared under the MOU for no purposes other than those set forth in the MOU, as authorized under §99.31 of Title 34, Code of Federal Regulations. Nothing in the MOU may be construed to allow the maintenance, use, disclosure, or sharing of student information in a manner not allowed by federal law or regulation. In particular, the Parties will not disclose any data provided under the MOU in a manner that could identify any individual student or the student’s parent(s)/guardian(s), per 34 CFR §99.31(6)(ii)(A).
10. The Parties each designate one another as an “authorized representative” for purposes of disclosing data under the “audit or evaluation exception” in accordance with 34 CFR § 99.31(a)(3) and § 99.35(a)(3(i).
11. By the signature of its authorized representative below, each Party acknowledges that it has been provided with the notice required under 34 CFR § 99.33(d) that it is strictly prohibited from re-disclosing student education records, or personally identifiable information contained in student education records, that it receives pursuant to the MOU to any other third party except as authorized by applicable law or regulation.
12. The Parties agree to comply with the requirements governing maintenance of records of each request for access to, and each disclosure of, student education records set forth under 34 CFR § 99.32, as applicable.

**B. DISTRICT Rights and Responsibilities**

1. LBUSD will release data pursuant to the MOU with the understanding that:
  - a. No individual student data shall be identifiable in any reports not created specifically for LBUSD.
2. LBUSD reserves the right to withhold personally identifiable student data from UCM CEP at any time.

**3. Confidentiality**



AGREEMENT GOVERNING THE RELEASE OF PERSONALLY IDENTIFIABLE STUDENT  
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- A. **Confidentiality.** The Parties to the MOU shall maintain the confidentiality of any and all Data exchanged by the Parties pursuant to the terms of the MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of the MOU or any subsequent MOU intended to supersede the MOU.
- B. **Unauthorized disclosure.** The Parties agree to promptly notify the other Party of any actual or suspected unauthorized disclosure of the confidential and other non-public information shared under the MOU. Any such notification shall be provided within seventy-two (72) hours of discovery of the actual or suspected breach, and shall include, at a minimum:
  - i. The nature of the unauthorized use or disclosure (e.g., security breach, unauthorized re-disclosure);
  - ii. The specifically data that was used or disclosed without authorization;
  - iii. Who made the unauthorized use or received the unauthorized disclosure;
  - iv. What the Party has done or will do to mitigate any effects of the unauthorized use or disclosure; and,
  - v. What corrective action the Party has taken or will take to prevent future occurrences.

4. Term and Termination

- A. **Term.** The MOU shall be enforceable as of the Effective Date, shall continue for the academic term of 2019-2020, and may be renewed annually or by amendment.
- B. **Termination.** Either Party may terminate the MOU at any time upon thirty (30) days with prior written notice to the other Party.

5. General Provisions

- A. **Entire MOU.** The MOU contains the entire understanding of the Parties.
- B. **Amendment.** The MOU may be amended only by written agreement approved by the Parties.
- C. **Waiver.** Any waiver by any Party of the violation of any provision of the MOU shall not bar any action for subsequent violations of the MOU.
- D. **Severability.** If any provision of the MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of the MOU such provision shall be fully severable. All remaining provisions shall remain in full force and effect.
- E. **Execution.** Each of the persons signing the MOU on behalf of a Party represents that he

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or she has authority to sign on behalf of and to bind such Party.

- F. **Counterparts; Copies.** The MOU may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same document. Copies of signatures shall have the same force and effect as original signatures.
  
- G. **Notices.** Any and all notices or other communications required or permitted to be given under any of the provisions of the MOU shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first class registered mail, return receipt requested, or via overnight delivery, with proof of delivery, addressed to the Parties at agreed upon addresses. Nothing herein shall affect any method of mode of secure transmission of the Data described herein.

WHEREFORE, the Parties hereto, by their signatures below, enter the MOU as of the Effective Date.

\_\_\_\_\_  
Dr. Mark Marshall, Superintendent  
Los Banos Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Nies, Vice Chancellor  
University of California, Merced

\_\_\_\_\_  
Date

LOS BANOS UNIFIED SCHOOL DISTRICT  
 MINUTES OF THE REGULAR MEETING  
 OF THE BOARD OF EDUCATION  
 July 11, 2019

City Hall  
 Council Chambers

Mr. Parreira called the meeting to order at 6:30 P.M. Call to Order

PRESENT: Ms. Benton, Mr. Castro, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Rodriguez, Ms. Smith. ABSENT: None Roll Call

A closed session was held. Student Discipline: Cases #550287 (Action). Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (No action). Closed Session

The regular meeting was called to order at 7:05 p.m. Regular Meeting

The audience was led in the Pledge of Allegiance by New Board Member, Luis Castro. Pledge of Allegiance

There were changes to the Agenda. Under New Business item A, an updated list of teachers up for approval for a Provisional Internship Permit was provided, item B on the Board Reference Material there was a section in the 3<sup>rd</sup> paragraph that has the Resolution number as 8-19 instead of 13-19. Under Consent Calendar item E. Paid Prep/Department Chair one name was listed as Carcdoza Baty, Shelley and it should have said, Batey-Cardoza, Megan. On a motion by Member Benton and seconded by Member Munoz the Agenda was approved as amended and corrected. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried. Approval of Agenda

New Board member Luis Castro was introduced. Mr. Castro thanked the community and his family for their support and said he looked forward to serving the students of the community. Recognitions/ Introductions

Local businessman, Joe Gutierrez congratulated Luis Castro on his appointment to the Board. He told the board about a grant he was working on through State Farm Insurance that would bring a Mariachi Program to Pacheco High School. He also announced that the new Dean of Merced College was Dr. Lonita Cordova who filled the vacancy left by Dr. Brenda Latham upon her retirement. Public Forum

LBTA Co-President Jennifer Wilkin welcomed new board Member Luis Castro and thanked the board for going through the appointment process as opposed to holding a special election that would have cost the District in upwards of \$80,000.00 which would be better spent serving the needs of the students in the District. She announced that she was informed that teacher, Sergio DeAlba won a \$20,000.00 grant from CTA to continue his garden project at RM Miano Elementary. She said that many teachers are preparing for the following year by attending conferences in the summer. She spoke about the California Labor Management Institute that she attended with Dr. Marshall, Dr. Calzadillas, Board President Anthony Parreira, Co LBTA Report

LBTA President Jeff Miller and CSEA President, Lisa Souza. She said that she and Lisa Souza planned to work cohesively to put into practice items learned at the conference such as teaching site representatives and administration to better communicate to start the year off on the right foot. She also attended the National Education Association conference in Houston. The subject of freedom of speech was discussed along with the responsibility and consequences that go along with that right. She stated that she has the right to say whatever she wants without keeping her constituents in mind but that she runs the risk of being recalled out of office the same way that board members can be for making hateful and inappropriate comments in public. She finished with reminding everyone to be kind to each other

#### No Report

#### CSEA Report

Dr. Marshall greeted everyone and welcomed New Board Member Luis Castro. He said that we are in the process of finalizing the hiring for the upcoming school year and filling vacancies at the District Office. He also said he is working on getting our District Website pages up to date. The most recent student achievement data has been received and we are in the process of analyzing it. He said that we have applied for and are awaiting the results on two grants. The latest one was due the next day was geared toward school safety. There were many construction projects in process at this time as well.

#### Superintendent's Report:

Tom Worthy, Director of Facilities gave an update on the projects currently in process. The WUES Fire Alarm project is slated to begin on Monday the 15<sup>th</sup>. The Fire Alarm at LBE is making good progress and will be complete before school starts. The Volta modular project has all of the electrical complete and sidewalks are all in as well as the fire alarms. It should be complete or very near completion at the beginning of the school year. The San Luis High Modular project is running behind due to issues with the sewer and pipes. The contractors for the concrete are running behind and we have been reassured that the concrete will be done and the work area will be fenced off before school starts on the following Thursday. Even though the portable will not be ready for occupancy on the first day of school, the principal and teachers affected have made contingency plans. Jim Womack, Project Inspector for the New Elementary School Project said that things are moving along and that the slab for the 100 building was complete. All underground items are complete and have been tested except for sewer and storm. Anthony Parreira asked about the possibility of the County preschool going in and Mr. Womack said they would make it work as it was already drawn into the plans. Project is on schedule and slated to be finished in time

#### Facilities Report

Gary Munoz had no report. Anahi Rodriguez had no report. Marg Benton welcomed Mr. Castro to the Board. Marlene Smith jokingly said she was too busy hanging out in the Caribbean to have a report. Ray Martinez welcomed Mr. Castro to the Board. He talked about Item F4 on last month's Consent Calendar regarding the 5 books that were being donated by the Pacheco High School Gay-Straight Alliance that he ask be pulled for further consideration. He said that one book Chrysanthemum was about bullying, an issue that is close to his heart but he felt the other four had a LGBTQ narrative. Tango Makes Three, the Family Book, I am Jazz, and Red a Crayons Story all had LGBTQ themes. He stated that there is a battle going on out

#### Trustee Reports

there in life between good and evil and it was his duty as a Board member to protect the children of the district, our most precious commodity. He recommended that the Board not approve these books as they target the youngest children in the district. He stated he was choosing to be morally and ethically correct not politically correct. He said we need to be righteous and not govern in fear of mans law. He stated that these books were made to negatively indoctrinate our children with agendas that will affect their future development. He then read a letter and quoted an article on ethics and how they tie into being a school board member. He said that the system recently used to appoint the newest board member was unethical, and said that the matrix system used was a last minute choice and it could be easily manipulated. Anthony Parreira had no report but did say that trustees could not respond to another Trustee's report until the open discussion portion of the agenda.

Martin Thompson, member of the board of directors representing the Central Valley for the National Education Association, told a story about Rodney Biggs a student in Georgia who came out as gay and was relentlessly bullied at school. He was not evil but what happened to him was. Students that identify as LGBTQ and don't feel supported at school are 2-3 times more likely to commit suicide and take part in self harm than other students. It is important for these students to know that they matter and that the opportunity that the board has tonight to send a message to these students that they belong. He asked the Board to do the right thing and accept the donation from the Pacheco High School (PHS) Gay Straight Alliance (GSA). Ila Nelson Teacher at PHS and GSA advisor spoke about the \$2500.00 Safety in Schools grant Anti-Bullying project that the club received through the California Teachers Association. The club officers regretted not being able to attend the meeting as many of them have left for college. They decided that they wanted to supply anti bullying materials that would be donated to the elementary schools. She told the board that they should be ashamed since the students chose the books for this donation project with only kindness and love in their hearts and that this was a slap in their face. She stated that these students have done more to improve school climate than the adults in the room. These students have dealt with bullying and being threatened, but they are not victims, they took on the difficult work of what could be done to make school safe for all kids. These are all inclusive texts. The California Department of Education (CDE) recognizes this as well. The State of California mandates that inclusive texts representing LGBTQ students be included in libraries. She finished with a statement from PHS GSA President Alex Osorio that was included with the donations to each school. "We would like to present your school with these books that represent inclusivity, originality and creativity. These books tell stories about it being ok to be different, to be you, no matter what. We hope to influence future generations to spread love and positivity." Jason Walsh who teaches History at Los Banos Junior High, who is also a parent of a second grader and a child who is about to enter school spoke about the donation. He stated that he attends the Methodist Church and that he and his wife recently taught Vacation Bible School. He said that his children are taught that the principles of God are love, tolerance and empathy. It is the duty of the board, staff and all employees of the district to ensure that students feel safe at school regardless of race, sexual preference, ethnicity, or socio-economic status and that all students should feel welcome. He is hoping that students aren't watching because of the comments that Trustee Ray Martinez made. Pastor Bruce

Pacheco High  
School GSA Book  
Donation

Rivers stated that he has 24 grandchildren and that accepting this donation would be a mistake. It is not right to push controversial views on our children. He stated the bullying book was ok. Matters regarding sexuality should be taught at home. He stated that these topics were not appropriate for children. He stated he wasn't mad and that he wasn't homophobic. He stated to leave it out of our schools and to teach this at home. Steve Hammond spoke. He stated he was from the faith community and spoke of love of Jesus Christ and that Jesus loves everybody. He used to be the coach of the First Priority Christian Club at Los Banos High School. He stated that he was not here to attack. He was here not to say what was right but righteous not whole but holy. He stated that the subject matter of 4 out of the 5 books were not appropriate and that this was not the Bay area or the LA basin and that they do not represent "Valley Values" that are more conservative. Citizen George Allen said he raised children in this community and works with the Christian community in helping "these types of people" and that the homosexual community that need help the most because they hurt themselves after having multiple relationships. He stated that the community cannot let this political issue get a foothold instead of dealing with the issue at hand and then having people live in fear. He stated the Christian community is not homophobic and they are addressing real issues and he stated that even though we don't have a demographic of conservative Jewish and Muslim people, he is sure they would disagree with this donation as well and that it only showed a one sided approach which is prejudicial itself. Christian Pastors would be willing to discuss this matter with anyone wishing to do so. Jose Fernandez Leal Jr. stated that he is not here to discuss politics but to protect the innocence of children. He said he was the father of a six year old. He said because his child was young and innocent he needed to be the voice for him. He stated that the school should be a safe haven and the library should be a safe place to protect the innocence of children. He said we need to protect their trust and guard them against harm and deception. High School student Brynn Wilkin stated that she was gay and that there was no magic powder in the books that was going to turn students gay. She realized she was gay when she was 12. She came out first to her friends then her family who were accepting. She stated that when she came out at Los Banos High School she was told something was wrong with her and that she was basically crazy. She has suffered from depression/anxiety and self harm but is doing well now. She stated that these books will help kids, not damage them and will let them know they are not alone. She said that if these types of books had been around when she was younger then maybe she wouldn't have felt so damaged.

Trustee Anahi Rodriguez said that at the last meeting while the donation of books was being discussed, that she did not know that GSA stood for Gay Straight Alliance. She would not have voted no if she had understood. She said that she is on the board to support all of the students. She apologized for not understanding.

On a motion by Member Munoz seconded by Member Rodriguez Trustees approved the donation of books made by the Pacheco GSA to each of the elementary school sites. Ayes: Benton, Castro, Munoz, Parreira, Rodriguez, Smith; Noes: Martinez; Absent: 0. Motion carried.

On a motion by Member Benton seconded by Member Martinez Trustees approved Provisional Internship Permit for the following teachers: Ricardo Ceja, Math, Los Banos High School; Kara-Leigh Helmrick, Math, Creekside Junior High School; Susana Brasil, English, Pacheco High School; Daniel Maldonado, 5<sup>th</sup> Grade, Volta Elementary School. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried. Provisional Internship Permits

On a motion by Member Martinez seconded by Member Munoz Trustees adopted Resolution #13-19 a Declaring Intention to Annex Territory to Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement) and to Levy a Special Tax to Pay For Certain Public Facilities. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried. (Roll Call Vote) Resolution #13-19 Declaring Intention to Annex Territory

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

Trustees approved the minutes of the: Regular Meeting held on June 13, 2019 and the Special Meeting held on June 20, 2019. Minutes

**Certificated Report:** Appointments: Maldonado, Daniel - 5<sup>th</sup> Grade Teacher, Volta - effective 8/7/2019; Lust, Richard II—Coordinator Special Ed/Special Services, Special Svc Dept. – effective 7/1/2019; Grant, Chelsea – Kindergarten Teacher, RME – effective 8/7/2019; Correa Perez, Miguel – 6<sup>th</sup> Grade Teacher, Volta – effective 8/7/2019; Warekentin, Joel – SDC Teacher, PHS – effective 8/7/2019; Cates, Kalie – Science Teacher, CJHS - effective 8/7/2019; Hernandez, Delila – Assistant Principal, CJHS – effective 7/8/2019; Helmrick, Kara-Leigh – Math Teacher, CJHS – effective 8/7/2019; Ceja, Ricardo – Math Teacher, LBHS - effective 8/7/2019; Chambers, Mylia – 5<sup>th</sup> Grade Teacher, WUES – effective 8/7/2019; Evans, Aleecia – 3<sup>rd</sup> Grade Teacher, LBE – effective 8/7/2019; Garcia-Urista – 4<sup>th</sup> Grade Teacher, LFE – effective 8/7/2019; Kline, Stephen – Social Science Teacher, LBHS – effective 8/7/2019; Lomeli, Malynda – Social Science Teacher, LBHS – effective 8/7/2019; Lopez, Gabriela – 5<sup>th</sup> Grade Teacher, LFE – effective 8/7/2019; Maldonado, Daniel- 5<sup>th</sup> Grade Teacher, Volta – effective 8/7/2019; Mankin, Sarah – Math Teacher, LBHS – effective 8/7/2019; Ortega, Stacey – Academic Counselor, CJHS – effective 8/1/2019; Souza, Connie – 1<sup>st</sup> Grade Teacher, LBE – effective 8/7/2019; Wright, Dawn – Physics Teacher, PHS – effective 8/7/2019. Retired: None. Resigned: Rocha, Mary Beth – Counselor – PHS – effective 6/30/2019; Ramirez, Juan Manuel – Counselor – CJHS – effective 6/30/2019; Nehme, Nadia – 1<sup>st</sup> Grade Teacher – LBE – effective 6/30/2019; Maiorino-Chase, Staci – 4<sup>th</sup> Grade Teacher – LFE – effective 6/30/2019; Bravo, Carmen – 3<sup>rd</sup> Grade Teacher – LBE- effective 6/30/2019 Thompson, Brandi – Assistant Principal – LBJHS - effective 6/30/2019. Extra Duty Assignments: Fournier, Jeanne – Auxillary Units Advisor – PHS; Fournier, Jeanne – Flag Team Advisor – LBJHS; Fournier, Jeanne – Letter Girl Advisor – LBJHS; Cavazos, Danielle – Band Director – LBHS; Souza, Nichole – Spirit Team Advisor – LBJHS; Robledo, Tony – Athletic Director – LBJHS; Camberos, Victor – Asst. Frosh Football Coach – PHS; Sandoval, Oyuky – 7<sup>th</sup> Grade Head Volleyball Coach – CJHS; Barger, Laura – Varsity Golf Coach, Girls – PHS; Brand, CJ – Band Director Personnel Actions

– CJHS; Faria, Manuel – Choir Director – LBHS.

**Classified Report:** New Hires: Baker Matson, Geoff – LBHS/PHS, Accompanist (7.0 Hrs). Appointments: Barba, Janie – RME, Paraprofessional (1.5 Hrs); Herrera, Brittany – RME, Paraprofessional (1.0 Hr); Smith, Tasha – RME, Paraprofessional (1.0 Hr); Tamber, Jatinder – RME, Paraprofessional (1.0 Hr). Promotional: Accardo, David – HME, Custodian – Effective 7/1/2019; Magana, Ana – FS, Child Nutrition Worker – Effective 7/1/2019; Silva, Linda – RME, Media Specialist – Effective 7/1/2019. Retired: Moore, Kathleen – CE, Media Specialist – Effective 6/30/2019. Termination: None. Resigned: Zorra, Talisha – FS, Child Nutrition Worker – Effective 6/30/2019. Leave of Absence: None.

The monthly Fiscal Report was submitted for Board information.	Monthly Fiscal Report
Trustees adopted the updated Los Banos Unified School District Governance Handbook.	Governance Handbook Update (Second Reading)
Trustees approved the employee stipends for Paid Preps and Department Chairs for 2019-20 School Year.	Paid Prep/ Dept Chair Stipends
Trustees adopted the course title change for ROP Medical Occupations to ROP Health Careers.	Course Title Change (Second Reading)
Trustees adopted the following ROP courses: ROP Sports Medicine and ROP Media Marketing for the District.	New ROP Courses (Second Reading)
Trustees adopted the following new courses: Pre-AP Algebra 1, PHS Math; Pre-AP Biology, PHS Science; Pre-AP World History & Geography, PHS Elective/Social Studies; Integrated Math I/II Honors, LBHS Math; Honors Ag Biology, LBHS Ag/Life Science; Honors Biology, LBHS Science.	New Course Adoptions (Second Reading)
Trustees adopted the following board policies: BP3100 Budget, Business and Non-instructional Operations; BP 3260 Fees and Charges, Business and Non-instructional Operations; AR 3260 Fees and Charges, Business and Non-instructional Operations; BP 3515.4 Recovery for Property Loss or Damage, Business and Non-instructional Operations; AR 3515.4 Recovery for Property Loss or Damage, Business and Non-instructional Operations; BP 6020 Parent and Family Engagement, Instruction; AR6020 Parent and Family Engagement, Instruction; BP 6190 Evaluation of the Instructional Program, Instruction.	Board Policy Updates (Second Reading)
Trustees approved the April/June Williams Complaint Summary as Submitted.	Williams Complaint Summary



Trustees approved the 2019-20 Application for Categorical Programs.	2019-20 Consolidated Application
Trustees approved the Common Core State Standards as adopted by the California Department of Education for the 2019-20 school year.	2019-20 Annual Adoption of Common Core Standards
Trustees approved the following agreements/proposals: Passantino-Andersen, LLC, for communication services; Stuff the Bus Initiative; MCOE ELA/ELD Professional Development; Paradigm for Medi-Cal Billing Program; MCOE Information Technology Contract; MCOE Media Services Contract.	Agreements/Contracts
Trustees approved the following overnight/out-of-state travel: LBHS FFA Officer Retreat, Groveland, CA, July 23-25, 2019; LBHS Girls' Tennis, Clovis September 6-7, 2019; PHS Girls Cheer, UC Santa Cruz July 11-14, 2019.	Out of State/Overnight Travel
Trustees approved the removal and disposal of obsolete electronic equipment	Obsolete Equipment
Trustees approved the warrants for payment.	Warrants
On motion by Member Munoz seconded by Member Benton, Trustees expelled student #5502871 for the fall and spring semesters of the 2019-20 school year. Pupil shall report to Valley Community School or any school of the parents' choice, outside of the LBUSD, which meets the requirements of the Education Code of the State of California. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez; Noes: Smith; Absent: 0. Motion carried.	Reporting Closed Session
Trustee Marlene Smith spoke about the meeting held on June 20 <sup>th</sup> to appoint the new board member for area 2. She stated that she chose the candidate that she thought was the best, it was her personal choice, she used her best judgment and it wasn't wrong or immorally incorrect. She said she didn't appreciate being called unethical and inappropriate in the "scathing" email sent by Trustee Martinez. She asked that Mr. Martinez not include her in any further emails. Board President, Anthony Parreira stated that he was very upset that his ethics were called into question. He also stated that if he were to discuss ethics it would be a very uncomfortable discussion in light of recent comments and he didn't want to do that. The process that was used to appoint the board member was a fair process that is commonly used statewide not only in education but also in many different areas. The practice used is helpful in narrowing down a field when there are many candidates. To say that the best candidate wasn't chosen is subjective as with 6 different candidates there could have been 6 different opinions. One person's opinion doesn't make it so. He stated that there were multiple reasons that the person that Mr. Martinez was referring to wasn't his choice. In his opinion the person wasn't the best but also not the worst. They all were good candidates. The process was fair, the process worked and the board ended up with someone that will do a great job. He stated that he has never had	Future Agenda/ Discussion Item

his ethics and morals questioned before. The Board has attended numerous trainings on Saturdays for entire days and he feels that they were a waste of time. The email proves that they were a waste of time and that it hurts and destroys the credibility of the board. Trustee Margaret Benton stated that she resented being called unethical. She took an oath to be ethical in her job as a realtor. She stated that she resents being included in the email. She told Trustee Martinez that he always talks about anti-bullying but the email that he sent bullied them all. She asked that she not be sent any further emails. She also stated that they don't always have to agree but they have to work as a united board.

The meeting was adjourned by Mr. Parreira at 8:34 P.M.

Adjournment

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SECRETARY

**LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF EDUCATION  
July 17, 2019  
4:00 P.M.**

District Office  
Boardroom

Mr. Parreira called the meeting to order at 4:00 P.M.	Call to Order
PRESENT: Ms. Benton, Mr. Castro, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Rodriguez, Ms. Smith. ABSENT: None.	Roll Call
A Closed session was held for: Public Employees: Discipline/Dismissal/Release/ Reassignment (Section 54957) (No Action); Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Amer Iqbal, Mark Marshall and Paula Mastrangelo, and Sean Richey; Employee Organization: CSEA (No Action).	Closed Session
The Open session of the meeting was called back to order at 4:30 P.M.	Open Session
The audience was led in the Pledge of Allegiance by Mr. Anthony Parreira.	Pledge of Allegiance
On motion by Member Munoz, seconded by Member Benton, Trustees approved the agenda as submitted. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith. Noes: 0, Absent: 0 Motion Carried	Approval of Agenda
On motion by Member Munoz and seconded by Member Smith, the Board approved the Certificated Personnel Action Report for July 1-17, 2019. Ayes: Benton, Castro, Martinez, Munoz, Parreira, Rodriguez, Smith. Noes: 0, Absent: 0 Motion Carried	Approval of Personnel Actions
The meeting was adjourned at 4:33 P.M.	Adjournment

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Secretary

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

Dr. Tammie Calzadillas, Assistant Superintendent

**REPORT OF CERTIFICATED  
EMPLOYMENT  
FOR BOARD APPROVAL – August 8, 2019**

**APPOINTMENT:**

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

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**EXTRA DUTY**

**APPOINTMENTS:**

Melgar, Leila – Auxiliary Units Advisor – LBHS  
Anaya, Sandra – Head Volleyball Coach, 8<sup>th</sup> Grade – CJHS  
Cicairos, Mark - Asst. Football Coach, Varsity – LBHS  
Cook, John – Asst. Football Coach – FROSH  
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

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

### REPORT OF CLASSIFIED EMPLOYMENT FOR BOARD APPROVAL – August 8, 2019

Tammie Calzadillas, Assistant Superintendent

#### 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:

#### Promotional:

Incaprera, Amparo – PHS, Office Assistant (8.0 Hrs)

#### Retired:

#### Termination:

#### Resigned:

Felix, Shannon – SS, Behavior Support Specialist – Effective 7/22/2019

#### Leave of Absence:

## Board Reference Material

**SUBJECT TITLE:**     Monthly Fiscal Report

**REQUESTED ACTION:** None—report only

Action \_\_\_\_\_

Discussion/Information   X  

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**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

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ORIGINATOR: Amer Iqbal, Assistant Superintendent-Administrative Services

UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

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	1,069,218.43	118,820,876.57	0.89
FEDERAL REVENUES :		6,717,409.00		6,717,409.00	189,786.64	6,527,622.36	2.82
OTHER STATE REVENUES :		11,795,891.00		11,795,891.00	.00	11,795,891.00	0.00
OTHER LOCAL REVENUES :		807,027.00		807,027.00	7,740.84	799,286.16	0.95
* TOTAL YEAR TO DATE REVENUES		* * 139,210,422.00 *	.00	* 139,210,422.00 *	1,266,745.91	* 137,943,676.09 *	0.90

EXPENDITURE DETAIL							
CERTIFICATED SALARIES :		56,722,733.00		56,722,733.00	4,034,257.58	52,688,475.42	7.11
CLASSIFIED SALARIES :		20,272,185.00		20,272,185.00	1,503,140.04	18,769,044.96	7.41
EMPLOYEE BENEFITS :		41,095,493.00		41,095,493.00	2,601,107.68	38,494,385.32	6.32
BOOKS AND SUPPLIES :		11,422,835.00	69,154.00-	11,353,681.00	15,999.32	11,337,681.68	0.14
SERVICES, OTHER OPER. EXPENSE:		9,110,978.00	84,154.00	9,195,132.00	137,701.58	9,057,430.42	1.49
CAPITAL OUTLAY :		1,058,000.00	15,000.00-	1,043,000.00	.00	1,043,000.00	0.00
OTHER OUTGOING :		1,730,000.00		1,730,000.00	.00	1,730,000.00	0.00
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	2,325.84	755,418.16	0.30
* TOTAL YEAR TO DATE EXPENDITURES		* * 141,853,771.00 *	.00	* 141,853,771.00 *	8,294,532.04	* 133,559,238.96 *	5.84

OTHER FINANCING SOURCES ( USES )							
INTERFUND TRANSFERS - OUT :		80,000.00-		80,000.00-	.00	80,000.00-	0.00
CONTRIB. - RESTRICTED PROGRAMS:		.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING		* 80,000.00-*	.00	* 80,000.00-*	.00	* 80,000.00-*	0.00

UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	19,947,102.73	9,329,176.33-	10,617,926.40
9130	REVOLVING CASH ACCOUNT	25,200.00	.00	25,200.00
9135	CASH W/ FISCAL AGENT	31.30-	.00	31.30-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	1,125,696.89	137,113.45-	988,583.44
9310	DUE FROM OTHER FUNDS	5,883.13	.00	5,883.13
9340	OTHER CURRENT ASSETS	2,250.00	00	2,250.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	91,083.31-	2,465,603.98	2,374,520.67
9522	STRS REF EXCESS CONTRIBUTION	1,223.96-	00	1,223.96-
9550	USE TAX LIABILITY	36,150.74-	29.43-	36,180.17-
9553	REPAY	1,822.92-	5,339.00-	7,161.92-
9554	INSURANCE	61,569.89	97,381.99	158,951.88
9556	MISC DISTRICT VOL-DEDS (1)	15,516.25-	5,191.78-	20,708.03-
9557	Refunds of PERS, STRS, SS, MED	212.15-	155.23-	367.38-
9563	STRS TAX DEFERRED REPAYMENT		666.76-	666.76-
9564	RETIREE LIABILITY	66.75	113,100.12-	113,033.37-
9567	INSURANCE MISCELLANEOUS	.27-	.00	.27-
9650	UNEARNED (DEFERRED) REVENUE	79,449.09-	.00	79,449.09-

\* NET YEAR TO DATE FUND BALANCE \* \* \* 20,942,279.40 \* 7,027,786.13-\* 13,914,493.27 \*

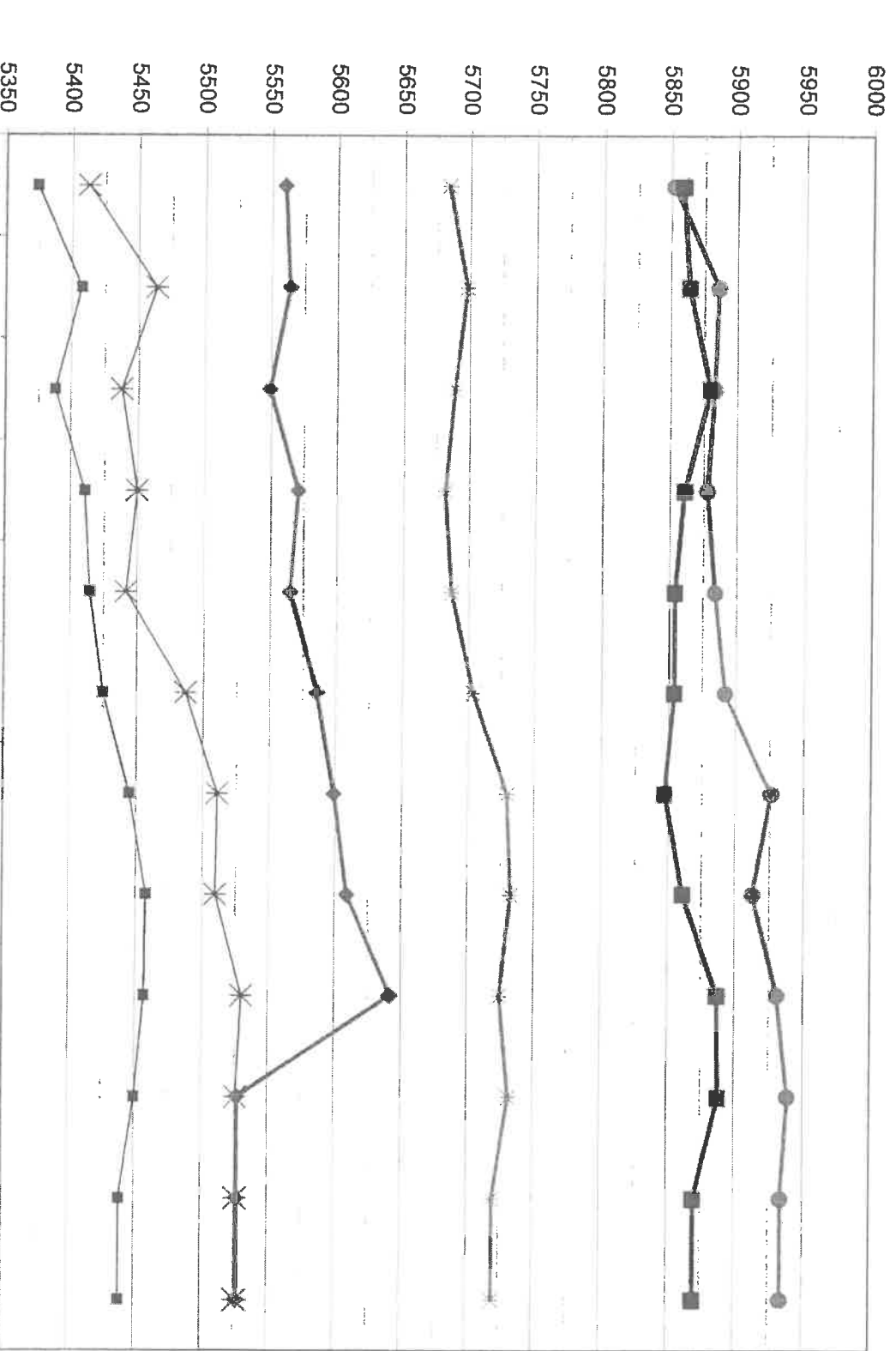
\* EXCESS REVENUES/(EXPENDITURES) \* \* \* 20,942,279.40 \* 7,027,786.13-\* 13,914,493.27 \*

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
1.	REVENUES	139,210,422.00	.00	139,210,422.00	1,266,745.91	137,943,676.09	0.90
3.	EXPENDITURES	141,853,771.00	.00	141,853,771.00	8,294,532.04	133,559,238.96	5.84
2.	EXCESS REVENUES ( EXPENDITURES )	2,643,349.00-	.00	2,643,349.00-	7,027,786.13-	4,384,437.13	265.86
4.	OTHER FINANCING SOURCES ( USES )	80,000.00-	.00	80,000.00-	.00	80,000.00-	0.00
5.	NET CHANGE IN FUND BALANCE	2,723,349.00-	.00	2,723,349.00-	7,027,786.13-	4,304,437.13	258.05
FUND BALANCE :							
	BEGINNING BALANCE (9791)	00	.00	.00	00	00	NO BDGT
	AUDIT ADJUSTMENTS (9793)	00	00	.00	00	00	NO BDGT
	OTHER RESTATEMENTS (9795)	00	00	.00	00	00	NO BDGT
	ADJUSTED BEGINNING BALANCE	00	.00	.00	.00	.00	NO BDGT
	ENDING BALANCE	2,723,349.00-	00	2,723,349.00-	7,027,786.13-	4,304,437.13	258.05



### K-6 Enrollment (including SDC) by Month

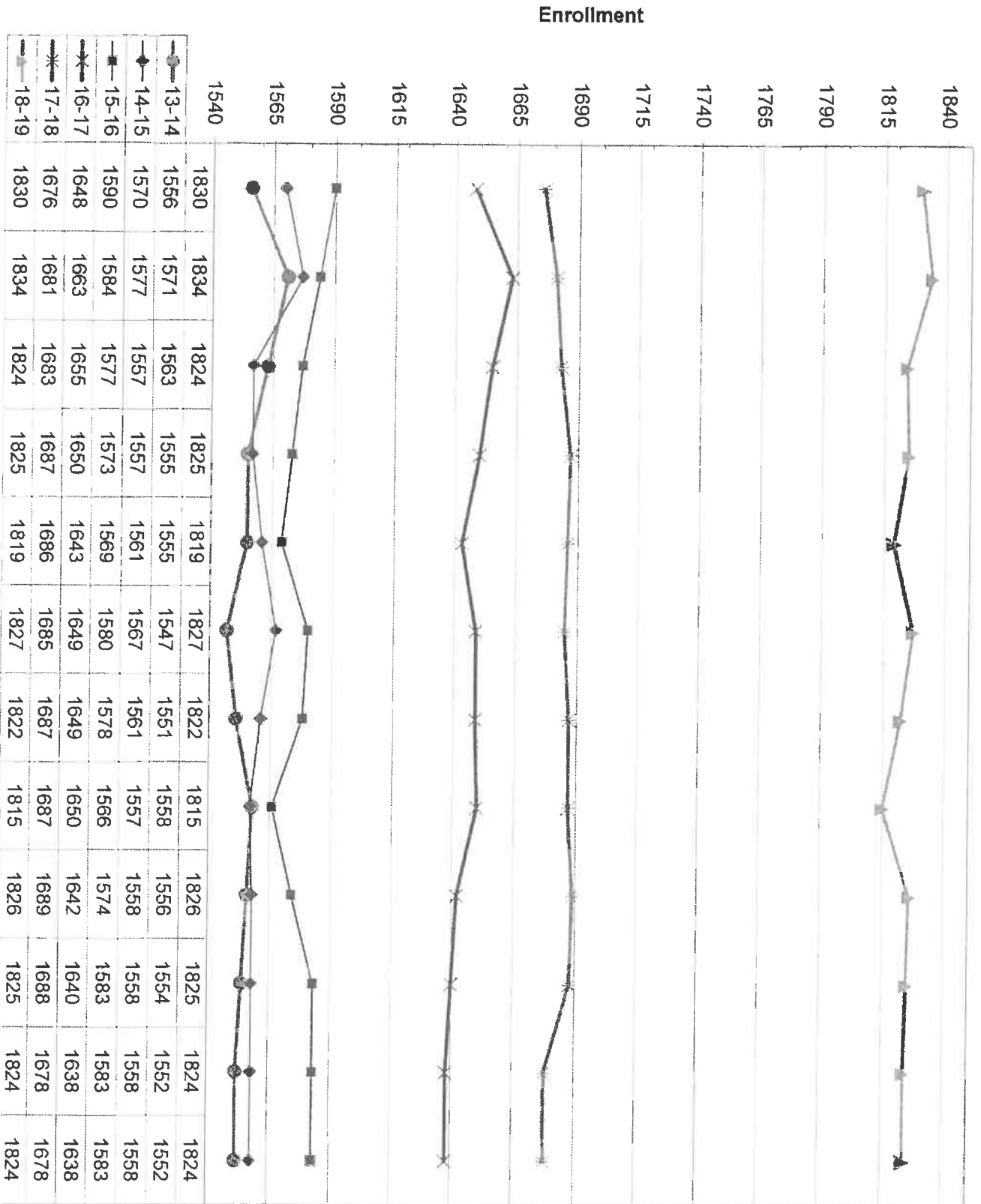
### Enrollment



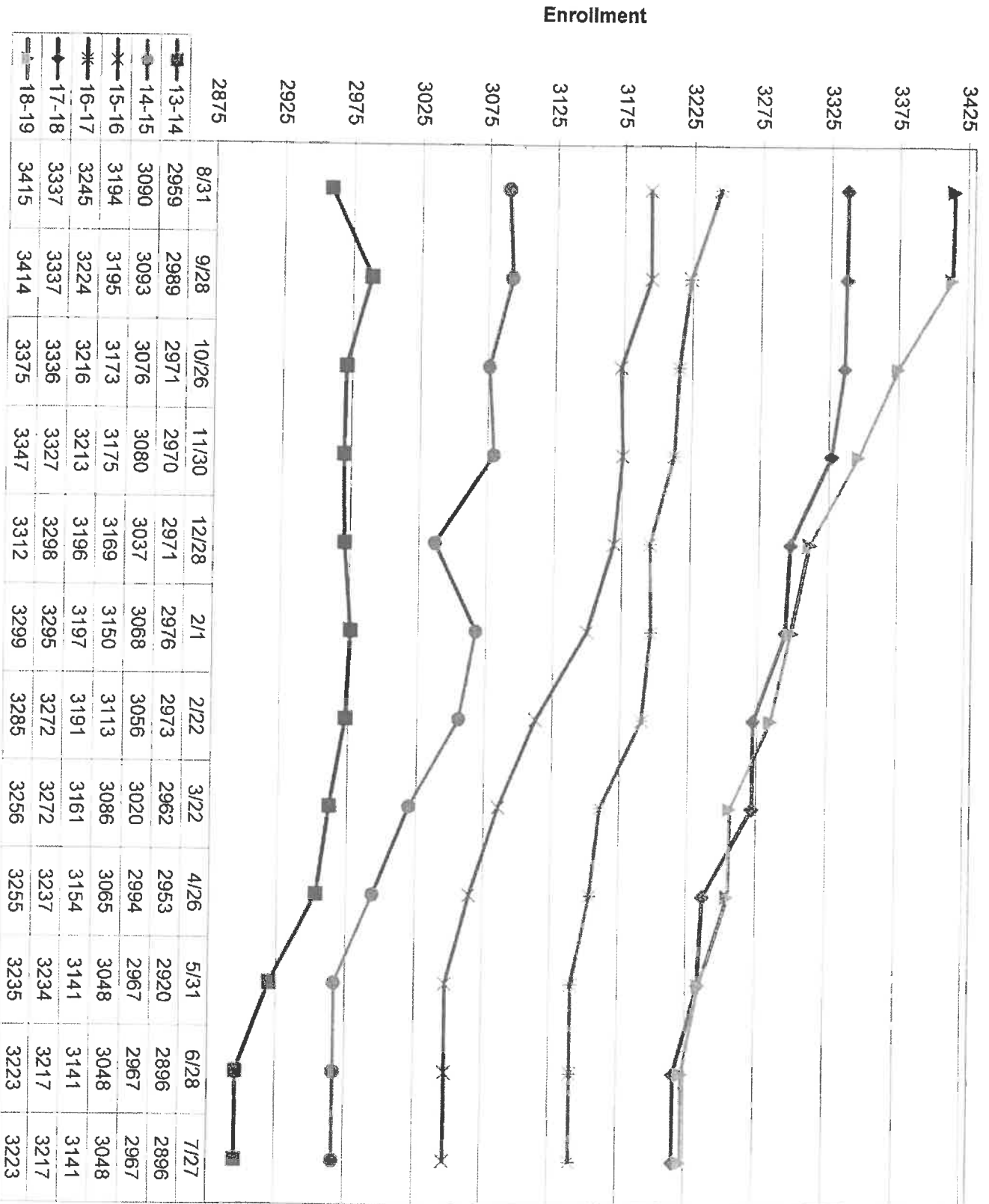
Month	8/31	9/28	10/26	11/30	12/28	2/1	2/22	3/22	4/26	5/31	6/28	7/27
13-14	5374	5408	5388	5411	5415	5425	5445	5458	5457	5450	5439	5439
14-15	5413	5464	5438	5450	5442	5487	5511	5510	5530	5526	5526	5526
15-16	5560	5564	5549	5571	5565	5586	5599	5609	5642	5527	5527	5527
16-17	5684	5698	5689	5682	5687	5704	5730	5733	5725	5732	5720	5720
17-18	5852	5886	5883	5878	5884	5892	5926	5913	5931	5939	5934	5934
18-19	5859	5864	5880	5861	5854	5854	5847	5861	5887	5888	5870	5870

- 13-14
- \* 14-15
- ◆ 15-16
- 16-17
- ▲ 17-18
- 18-19

### 7-8 Enrollment (including SDC)



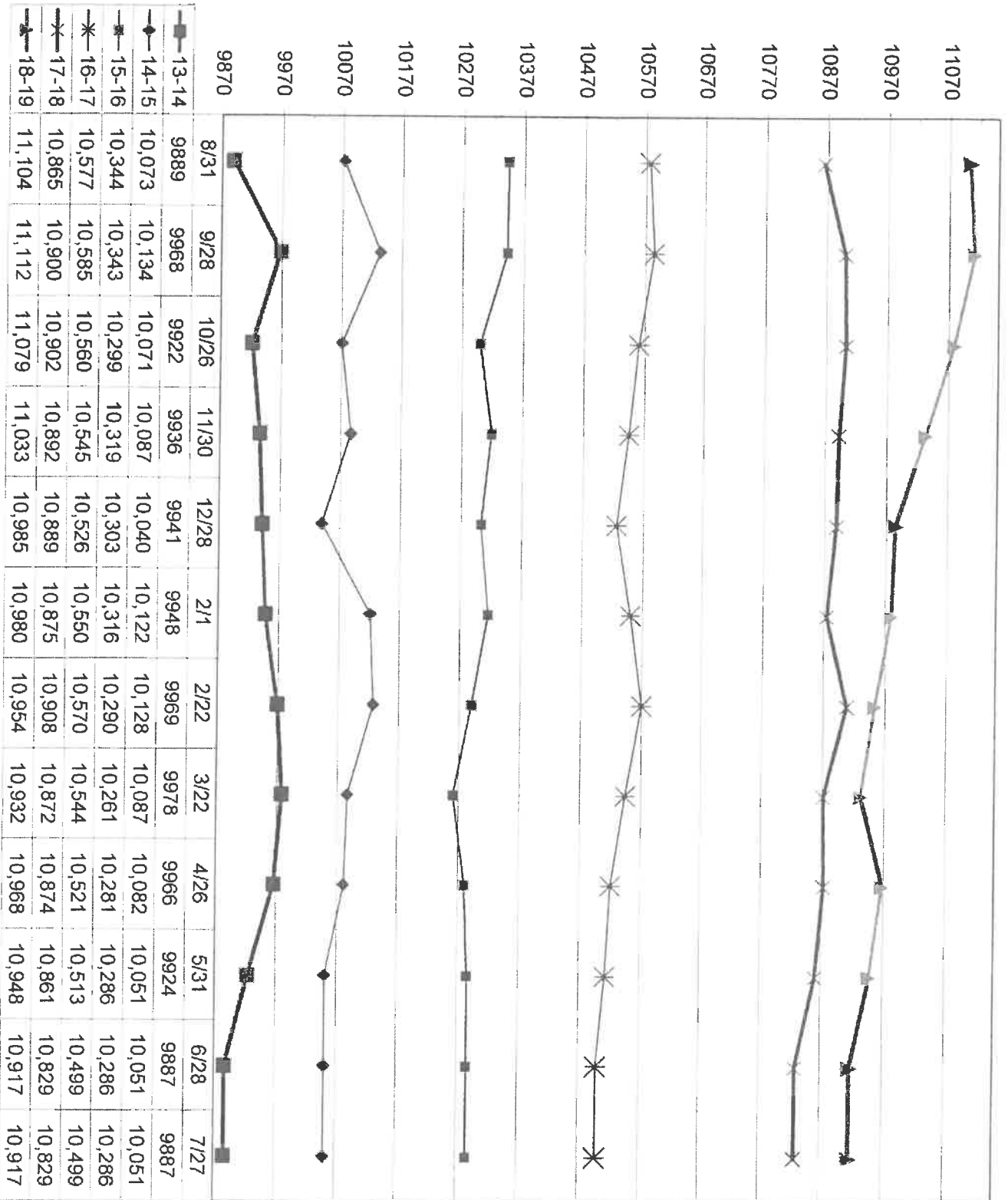
### 9-12 Enrollment (including SDC)



- 13-14
- 14-15
- × 15-16
- \* 16-17
- ◆ 17-18
- ▲ 18-19

### K-12 Enrollment (including SDC) by Month

#### Enrollment



- 13-14
- ◆ 14-15
- 15-16
- \* 16-17
- \* 17-18
- ▲ 18-19

Los Banos Unified School District  
2018-2019 Developer Fees

	2015-16	Monthly %	Cumulative	2016-17	Monthly %	Cumulative %	2017-18	Monthly %	Cumulative %	2018-19	Monthly %	Cumulative %
JUL	\$109,941.25	7.48%	7.48%	\$5,731.20	0.25%	0.25%	\$274,657.79	8.01%	8.01%	\$309,617.57	13.05%	13.05%
AUG	\$105,310.08	7.17%	14.65%	\$26,649.18	1.16%	1.41%	\$208,796.85	6.09%	14.10%	\$281,495.00	11.86%	24.91%
SEP	\$37,320.27	2.54%	17.19%	\$47,479.74	2.07%	3.48%	\$275,404.32	8.03%	22.13%	\$102,499.83	4.32%	29.23%
OCT	\$19,825.11	1.35%	18.54%	\$51,686.41	2.25%	5.74%	\$218,715.47	6.38%	28.50%	\$89,323.29	3.76%	32.99%
NOV	\$28,945.89	1.97%	20.51%	\$186,628.12	8.14%	13.88%	\$197,943.82	5.77%	34.28%	\$269,092.36	11.34%	44.33%
DEC	\$82,174.85	5.59%	26.11%	\$60,503.79	2.64%	16.51%	\$217,111.35	6.33%	40.61%	\$191,497.49	8.07%	52.40%
JAN		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	18.53%	59.13%	\$132,937.61	5.60%	58.01%
FEB	\$61,428.06	4.18%	30.29%	\$273,114.28	11.91%	44.38%	\$247,502.17	7.22%	66.35%	\$176,908.67	7.46%	65.46%
MAR	\$111,836.09	7.61%	37.90%	\$165,196.51	7.20%	51.58%	\$66,820.53	1.95%	68.30%	\$155,010.10	6.53%	71.99%
APR	\$304,266.24	20.71%	58.61%	\$145,515.82	6.35%	57.93%	\$278,641.73	8.12%	76.42%	\$62,214.54	2.62%	74.62%
MAY	\$436,037.69	29.68%	88.29%	\$787,362.62	34.34%	92.27%	\$549,872.46	16.03%	92.45%	\$447,335.16	18.85%	93.47%
JUN	\$171,996.03	11.71%	100.00%	\$177,319.04	7.73%	100.00%	\$258,832.61	7.55%	100.00%	\$155,010.10	6.53%	100.00%
TOTAL	\$1,469,081.56	100.00%		\$2,293,035.19	100.00%		\$3,429,640.53	100.00%		\$2,372,941.72	100.00%	

**Board Reference Material**

**SUBJECT TITLE:**      Agency Agreement between Los Banos Unified School District and Merced County Office of Education Intern Program

**REQUESTED ACTION:**    Approve

   Action   X  

   Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the agency agreement between Los Banos Unified School District and the Merced County Office of Education’s intern program.

**BACKGROUND INFORMATION:**

Merced County Office of Education has established a California Commission on Teacher Credentialing (CTC) approved intern program they have named, IMPACT. The fee structure for participating in the County intern program is \$1,000 per intern per year. The local control funding formula eliminated separate funding for intern programs. The funding was redirected toward local control funds and was given to districts in their annual budget allocations from the State. The District will be billed a total of \$2,000 per intern for the two-year required program.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

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

\$2,000 per participating intern

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**ORIGINATOR:**      Tammie Calzadillas, Assistant Superintendent of Human Resources  
**Date:**                      August 8, 2019

For MCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____
Supt receiving funds	

**AGENCY AGREEMENT**

This Agency Agreement (“Agreement”) is entered into between the **Merced County Office of Education**, (hereinafter, “MCOE” or “Program Sponsor”) and the **Los Banos Unified School District** (hereinafter, “District” or “Employing Agency”) (collectively, “Parties”).

**RECITALS**

- A. WHEREAS, teacher intern programs are a partnership between the California Commission on Teacher Credentialing (CTC), approved Program Sponsor and the California Employing Agency that elects to employ an individual on the basis of an intern credential;
- B. WHEREAS, IMPACT Intern program is a CTC-approved Program and District is an Employing Agency that elects to employ individuals on the basis of an intern credential;
- C. WHEREAS, District acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring interns, and interns meet the *Every Student Succeeds Act* (ESSA) regulations and definitions, and the interns will be placed in a classroom to teach a subject area compliant with their district intern credentials;
- D. WHEREAS all parties are aware that intern credentials are limited to an EL authorization that satisfies requirements for Specially Designed Academic Instruction Delivered in English (SDAIE) and do not satisfy requirements to teach ELD in a departmentalized setting;
- E. WHEREAS, the supervision and support of interns is the responsibility of both the Program Sponsor and the District;
- F. WHEREAS, MCOE and District agree to partner together to provide the IMPACT Intern Program for eligible teachers working in the District;
- G. WHEREAS Intern programs are the result of a partnership between the institution who prepare teachers (Program Sponsor) and the employer. Pursuant to Section 80033 of Title 5 of the California Code of Regulations (C.C.R.), every approved intern program must have a signed agreement between the District and the Program Sponsor detailing the support and supervision that will be provided to interns. CTC states that the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The combination of employer-provided support and mentoring, and program supervision provided to the intern, should be a minimum of 2-4 hours per week. (CTC, PSC 3C-22)

**ACCORDINGLY, IT IS HEREBY AGREED** between the parties hereto as follows:

1. **TERM:** This TWO-YEAR agreement shall become effective as of July 1, 2019 and shall expire June 30, 2021.
2. **RESPONSIBILITIES OF THE PARTIES:**
  - a. District shall have the responsibilities as set forth in Exhibit A;
  - b. Superintendent shall have the responsibilities as set forth in Exhibit B.
2. **COST OF SERVICES:** In consideration of the Agreement, District shall pay MCOE according to the fee structure outlined in Exhibit A, Paragraph 11.
  - a. Please see attached Exhibit A, Paragraph 11.
3. **SCHEDULE OF PAYMENTS:**
  - a. MCOE shall invoice the District according to the schedule outlined in Exhibit A, Paragraph 14.
4. **INDEMNIFICATION:** MCOE and District shall hold each other harmless, defend and indemnify their respective agents, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of MCOE or District or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of the Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 *et seq.* (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of the Agreement as to any acts or omissions occurring under this Agreement or any extension of the Agreement.
5. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.



The Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DISTRICT  
Mark Marshall, Ed.D.  
Superintendent  
Los Banos Unified School District  
1717 S 11<sup>th</sup> Street  
Los Banos, CA 93635

SUPERINTENDENT  
Steve Tietjen, EdD.  
Superintendent  
Merced County Office of Education  
632 W. 13<sup>th</sup> Street  
Merced CA 95341

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MCOE Program Information:

Contact Person: Karla Paul (209) 381-6614

Budget Number:

Please return an original signed copy to:

Merced County Office of Education  
ATTN: Karla Paul

## SCOPE OF SERVICES

### RESPONSIBILITIES OF DISTRICT OR EMPLOYING AGENCY:

- 1) The Employing Agency will assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person with the MCOE District Intern Program.
- 2) At the time of hiring an intern teacher, the Employing Agency will identify a mentor teacher and allocate additional personnel if needed to provide on-site support for the intern.
  - a) The mentor teacher and additional personnel working with the intern shall possess a Clear or Life Credential in the same areas as the intern, have a minimum of three years of successful teacher experience, and have an English Language Authorization.
  - b) The Employing Agency shall determine the terms of employment for the mentor teacher and additional personnel. It is at the discretion of the Employing Agency to determine if the mentor teacher and additional personnel receive compensation, and, if so, compensation is the responsibility of the Employing Agency.
  - c) To meet the CTC and 5 CCR § 80033 requirement of 144 hours of required support and supervision per year, the District will ensure that the intern receives a minimum of 70-80 hours of support (approximately 2-3 hours per week) with the mentor teacher and additional personnel (if appropriate) per year. Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching in the classroom, and problem-solving regarding student issues. The intern and on-site mentor will be responsible for documenting hours of support provided by the Employing Agency.
  - d) For those interns who do not already have an English Language Authorization from a current California credential or passing score on the California Teacher of English Learners ("CTEL") exam, the Employing Agency will ensure that the intern receives an additional 25 hours of the required 45 hours per year related to working with English Learners. (For additional ideas for support, see CTC Professional Services Committee ["PSA"] 13-06 Appendix B.)
  - e) The mentor teacher and additional personnel should be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, including assessing language needs and

- progress, and supporting making content instruction accessible for English Learners, e.g. through in-classroom modeling and coaching as needed.
- f) The Employing Agency will ensure there is protected time for the mentor and additional personnel to work with the intern within the school day and school week.
  - g) The onsite mentor will receive a minimum of 10 hours of training per CTC requirement from the Program Sponsor, part of which may be provided by the Employing Agency.
- 3) The Employing Agency will provide access to the intern's site administrator or evaluator for consultation with IMPACT Program personnel.
  - 4) The Employing Agency will advise site administrators regarding inappropriate assignment of interns to extremely challenging / complex teaching assignments
  - 5) The Employing Agency will advise site administrators that IMPACT intern candidates require a timely departure from school campus on the days that they are attending IMPACT classes.
  - 6) The Employing Agency will minimize extra duty assignments for IMPACT intern candidates.
  - 7) The Employing Agency will provide internet access to visiting IMPACT program personnel.
  - 8) The Employing Agency will support and assist the intern with meeting the video-recording requirement for CalTPA Cycle 1 and Cycle 2, including permission slips.
  - 9) If appropriate, the Employing Agency will assist the MCOE District Intern Program Accounts Manager to establish monthly payroll deduction for the intern, or encourage hired interns to make other payment arrangements to make sure their program tuition stays current.
  - 10) The Employing Agency will provide evaluation data as requested by the CTC and the IMPACT District Intern Program, including survey completion, demographic and/or retention information.
  - 11) The Employing Agency will release Impact District Program intern teachers to participate in 2 half-days of professional development observations as part of in-kind match.
  - 12) The Employing Agency will apply all IMPACT units earned for the advancement of the candidate on the district salary when the preliminary credential is granted as per ED CODE 44327.
  - 13) If necessary, if the intern's site is located outside the local area of MCOE (e.g. more than 45 minutes away), the Employing Agency may be asked to assist in identifying a Practicum Supervisor for the intern.
  - 14) The following fee structure for participating in the program applies: The cost will be \$1,000 per intern per year (regardless of the IMPACT intern's start date). The Employing

Agency will be billed in March for the interns who are in the program at that time. Please contact the MCOE Credential Program office if the billing cycle needs to be adjusted. (Due to local control funding formula, the IMPACT District Intern Program no longer receives state funding to support intern programs. Funding has been redirected towards local control funds. Districts can use funds from Title II, Educator Effectiveness for this fee. Additionally, districts can charge interns to support supervision of new teachers as per California ED CODE 44462).

### FEE SCHEDULE

	<b>Invoice Date</b>
The cost will be \$1,000.00 per intern (regardless of the intern teacher's start date) for 2019-2020 school year	<b>March 2020</b> *payment terms are net 30 days from the date of receipt of invoice
The cost will be \$1,000.00 per intern (regardless of the intern teacher's start date) for 2020-2021 school year	<b>March 2021</b> *payment terms are net 30 days from the date of receipt of invoice
<i>Not to exceed \$1,000.00 per intern, per year for a total cost of \$2,000.00 per intern for the two-year program.</i>	

## SCOPE OF SERVICES

### RESPONSIBILITIES OF PROGRAM SPONSOR PROVIDED BY MERCED COUNTY OFFICE OF EDUCATION:

- 1) The Program Sponsor will provide administration, management, and coordination of the IMPACT District Intern Program as approved by CCTC.
- 2) The Program Sponsor shall provide training to administrators to acquaint them with IMPACT District Intern Program goals, requirements for participants, and administrator responsibilities.
- 3) The Program Sponsor shall identify a Practicum Supervisor and allocate additional personnel if needed to provide on-site support for the intern.
  - a) The Practicum Supervisor and additional personnel working with the intern shall possess a Clear or Life Credential, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
  - b) The Program Sponsor shall provide appropriate orientation and training for the Practicum Supervisor and additional personnel, including, but not limited to, characteristics of coaching, time and visitations, and process for documenting observations and evaluations of the intern.
  - c) The Program Sponsor will ensure that the intern receives a minimum of 70-80 hours of support from the Practicum Supervisor (approx. 18 visits year one and 12 visits year two). Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues. The intern and Practicum Supervisor will be responsible for documenting hours received from the Program Sponsor, e.g., administrators, instructors, and additional personnel.
  - d) For those interns who do not already have English Language Authorization from a California credential or passing score on the CTEL exam, the Program Sponsor will ensure that the intern receives an additional 20 hours of in-classroom coaching specific to the needs of English Learners from the Practicum Supervisor and additional personnel.
- 4) The Program Sponsor will maintain records of the IMPACT interns, provide advisement, and feedback to the participants as to their progress.
- 5) Onsite mentors will receive a minimum of 10 hours of training from the Program Sponsor (and possibly the Employing Agency) per CTC requirement.

- 6) The Program Sponsor will be responsible for establishing effective and on-going communication with Employing Agency and IMPACT District Intern personnel (e.g. Practicum Supervisor, Evaluator, Intern Coordinator) as appropriate to ensure a successful teaching experience for the intern.
- 7) The Program Sponsor will ensure that the district human resources director and site administrator are informed about the requirement of staying in good academic and financial standing with the program in order to continue with employment.
- 8) The Program Sponsor will be responsible for providing the intern with procedures to document and monitor the CTC required hours of mentoring and support from the employer and the District Intern program.
- 9) The Program Sponsor will provide all CTC-required coursework for the preliminary credential.
- 10) The Program Sponsor will coordinate Advisory Team meetings to provide an ongoing system of program development and evaluation that leads to substantive program improvements in teacher development associated with the CTC requirements.
- 11) The County Superintendent will submit the District Intern credential application and provide assistance and support with credentialing issues.



# CONTRACT FOR SERVICES

This AGREEMENT made this June 11 day of 2019, between:

**LOS BANOS UNIFIED SCHOOL DISTRICT** having a principal place of business at 1717 S 11th St, Los Banos, CA 93635.

And

**MERCED COUNTY OFFICE OF EDUCATION**, (hereafter referred to as Contractor), having a principal place of business at 632 W. 13<sup>TH</sup> Street, Merced, California 95341.

## Term of Contract

This Agreement will become effective on July 1, 2019, and will continue in effect until June 30, 2020 unless terminated in accordance with the provisions of this Agreement.

## Services to be Performed by Contractor

Contractor agrees to: Provide two Parent Leadership Training Institute (PLTI) cohorts as outlined on Scope of Work

Program will start training session only with a minimum of 15 participants. In the event that the number of participants drops to less than 6, the training will not continue and MCOE will only invoice for services rendered.

## Compensation

In consideration for the services to be performed by contractor, Los Banos Unified School District agrees to pay Contractor:

Seventy thousand dollars (\$70,000)

## Invoices

Contractor shall submit invoices for all services rendered as follows:

The contractor will bill upon completion of each cohort.

## Expenses

Contractor shall be responsible for all costs and expenses incident to the performance of services. Except as provided below:

Los Banos is responsible for meeting space and janitorial for each training session.

When available related presentation equipment, such as projector and microphone



**Terms & Conditions**

**Confidentiality:** Contractor shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of employment and student records and information which he or she may have access to in the course of performing services for Los Banos Unified School District.

**Term and Termination:** The term of this agreement shall be for a period commencing on July 1, 2019 and ending on June 30, 2020. It is specifically agreed by each party that this Agreement may be terminated by either party without cause or legal excuse provided that such party desiring termination gives 30 days written notice to the other party of said party's decision to terminate.

**Work Product:** shall become the owner of and entitled to exclusive possession of all records and documents of any kind produced by Contractor within the scope of services performed pursuant to this contract. No other uses thereof will be permitted except by permission of MCOE.

**Fingerprint Clearance**

Check Here if Applicable

Contractor certifies that Contractor or any employees of Contractor performing services for Los Banos Unified School District have been cleared by a fingerprint check performed by the California Department of Justice and is not prohibited by law from being employed by MCOE or having contact with pupils pursuant to applicable State law.

Executed at Merced, California, on June 11, 2019.

**CONTRACTOR:**

Company name: Los Banos Unified School District

**Merced County Office of Education**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Dr. Mark Marshall, Superintendent, LBUUSD  
Typed Name/Title

Steve M. Tietjen  
**Merced County Superintendent of Schools**

## Board Reference Material

**SUBJECT TITLE:** Ground Lease Agreement, MCOE for Head Start Building

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the agreement between the District and the Merced County Office of Education for the ground lease for the Head Start Building to be located at the New Elementary School Site.

**BACKGROUND INFORMATION:**

It's a well known fact that early intervention is a key element needed to raise student achievement. Consistent with this, MCOE will be building a Head Start facility on the grounds of the new elementary school and will be covering the construction costs. This agreement is for the lease of the ground upon which the facility will be built.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

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

The District will receive \$100.00 annually for twenty five years.

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ORIGINATOR: Mark Marshall, Superintendent

Date: August 8, 2019

# HEAD START GROUND LEASE

Between

MERCED COUNTY OFFICE OF EDUCATION HEAD START

and

LOS BANOS UNIFIED SCHOOL DISTRICT

This lease ("Ground Lease") is made effective July 1, 2019 between the LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "Lessor"), whose mailing address is 1717 S. Eleventh Street, Los Banos, CA 93635, and MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "Lessee"), whose address is 632 W. 13<sup>th</sup> Street, Merced, CA 95340-5908, who agree as set forth herein.

1. **LEASE OF PREMISES:** Lessor leases to Lessee, and Lessee leases from Lessor the real property described as follows:

The property shown on the attached Exhibit "A," located at the corner of Place Road and East B Street. A diagram of the site is included as Attachment "A" ("Property").

2. **PURPOSE:** The purpose of the Lease shall be for the Lessee to build a facility for and operate the Head Start program ("Program") as further described in Section 5. The parties shall separately negotiate an agreement related to the construction of the facilities to be located on the Property.
3. **TERM AND TERMINATION:** The term of this Ground Lease shall be for twenty-five (25) years, commencing on July 1, 2019 and ending on June 30, 2044. This Lease may be terminated for cause by either party by giving a minimum of 90 days written notice.
4. **RENTAL:** Lessee shall pay Lessor One Hundred Dollars (\$100) ("Rent") annually for the use of the Property as set forth above. Payment is due September 1 of each year. Any difference between the Rent and annual rental fair market value of the Property shall be considered an In-Kind contribution by Lessor to the Lessee for the benefit of the Program.

Lessee will obtain an appraisal, at sole cost to Lessee, for the fair market value of Property every three years by a licensed certified real estate appraiser.

5. **TAXES:** In addition to the Rent required to be paid under this Ground Lease, Lessee shall pay, and Lessee hereby agrees to pay, any and all taxes (including any possessory interest taxes), assessments, and other charges levied or assessed during the term of this Ground Lease by any governmental agency or entity on or against said premises, any

interest in said premises (other than the interest of District), or any improvements or other property in or on said premises owned by Lessee, except for any increase in real estate taxes or assessments on account of any transfer or change in ownership by District of its fee title to the premises other than to Lessee. Pursuant to Revenue and Taxation Code section 107.6, Lessee is on notice that a possessory interest subject to property taxation may be created by this Ground Lease and that Lessee may be subject to the payment of property taxes levied on such interest. The Parties shall use reasonable efforts to cause the premises to be separately assessed so that a separate tax bill is prepared solely for the premises. Upon receipt of any tax liability notice to Lessee, District shall immediately forward such notice to Lessee pursuant to the provisions of Section 13.

6. **USE OF PREMISES:** Lessee shall use the premises for educational purposes (Head Start) for children 0 to 5 years of age and for no other use without Lessor's consent, with the exception of maintenance and construction activities necessary to support the educational mission. Lessee's use of the premises as provided in this Ground Lease shall be in accordance with all laws concerning the premises and the Lessee's use of the premises. Lessee is responsible for custodial, grounds and maintenance of the facility, fencing and play area.
7. **HOLD HARMLESS:** Each party agrees to defend, indemnify and hold harmless the other party and its respective governing board, agents, officers, board members, and employees from any and all claims damages, liabilities, losses and expenses, including attorney's fees, arising out of or in any way resulting from acts or omissions of the indemnifying party, its agents, employees, subcontractors, servants or invitees, in conjunction with the use of the premises or conduct of its operations, including but not limited to claims for bodily injury (including death), claims for damage to its property or others, including loss of use thereof, whether such injuries to persons or damage to property are due, or claimed to be due, to any active or passive negligence of the other party, its or their agents, employees, subcontractors or other persons. The indemnity, defense, and hold harmless obligations set forth herein shall survive the termination of this Ground Lease for any alleged or actual omission, act or negligence, in the performance or failure to perform its obligations under this Ground Lease that occurred during the term of this Ground Lease.
8. **LIABILITY INSURANCE:** Lessee shall secure and maintain in force such insurance as will protect it from claims under the State Workers' Compensation Acts, and from claims for damages resulting from bodily injury (including death) and for the loss or damage to property of Lessee and others, including loss of use thereof, which may arise in conjunction with the use of premises or operations of Lessee. Such insurance shall contain provisions stating that: (a) It is primary insurance over any carried by Lessor, including any self-insurance of Lessor; (b) Lessor is included as an additional named insured; (c) It covers the indemnity provisions contained in the preceding paragraph; (d) it will not be cancelled, or coverage reduced, until thirty (30) days after notice of such cancellation or coverage reduction is delivered to Lessor; and (e) Lessor, although named

as an additional insured, shall nevertheless be entitled to recovery under such insurance policy for any loss occasioned to it, its servants, agents, or employees by reason of any act or omission of Lessee, its servants, agents or employees, invitees or contractors.

Such liability insurance must be written with limits of One Million Dollars (\$1,000,000) single limit for bodily injury liability, and Five Hundred Thousand Dollars (\$500,000) per occurrence for property damage liability, and shall be written by companies approved by Lessor. Certificates evidencing the above obligations shall be delivered to Lessor by Lessee. Failure of Lessor to demand said certificates prior to any loss or claim shall not be deemed as a waiver by Lessor of the provisions of this paragraph.

9. **SECURITY**: Lessee, at its sole cost and expense, is responsible for providing security for the premises that will reasonably ensure the safety of employees and students.
10. **MEET AND CONFER**: The Parties agree to meet and confer periodically, at mutually agreeable times, to exchange relevant information regarding their respective duties and obligations under this Ground Lease.
11. **ASSIGNMENT**: Lessee shall not assign or encumber its interest in this Ground Lease or in the premises, or allow any other person or entity (except Lessee's authorized representatives) to occupy or use all or any part of the premises. Any assignment, encumbrance, or sublease without Lessor's consent shall be voidable, and, at Lessor's election, shall constitute default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.
12. **SURRENDER OF PREMISES**: On the last day of the term, or sooner termination of this Ground Lease, Lessee will peacefully and quietly leave and surrender to Lessor the premises in as good order, condition and repair as when accepted. Lessee shall be responsible for any damages that Lessor may sustain from Lessee's failure to vacate the premises in accordance with this section.
13. **NOTICE**: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Ground Lease. Either party may change its address by notifying the other party of the change of address.
14. **MISCELLANEOUS**: Time is of the essence of each provision of this Ground Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

15. **RELATIONSHIP OF PARTIES**: The Parties agree that their agents and employees in the performance of this Ground Lease are not, for any purpose, officers or employees or agents of the other Party.
16. **COMPLETE UNDERSTANDING OF THE PARTIES**: This Ground Lease represents the total and complete understanding of the Parties with respect to the subject matter described herein. This Ground Lease supersedes any and all previous agreements regarding the premises made by and entered into between the Parties. Any other oral understandings or other prior understandings with respect to the subject matter described herein shall have no force or effect. This Ground Lease is intended to be comprehensive as an integrated agreement containing all of the understandings and contractual obligations of the Parties with respect to the subject matter described herein.
17. **SEVERABILITY**: If any provision of this Ground Lease is determined by a court or tribunal of competent jurisdiction to be void, voidable, or unenforceable as a matter of law, then such provision shall be deemed deleted and all other remaining provisions of this Ground Lease shall otherwise remain in full force and effect.
18. **WAIVER**: No waiver by either Party of any provision of this Ground Lease shall constitute or be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any provision hereof.
19. **INTERPRETATION**: This Ground Lease shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party hereto. The captions to the sections in this Ground Lease are included for convenience only, and are not intended and shall not be deemed to modify or explain any of the terms contained herein.
20. **ADVICE OF COUNSEL**: The Parties represent and warrant that they have had the advice and benefit of counsel of their own choosing in the negotiation and preparation of this Ground Lease, and that they have read this Ground Lease, or have had the same read to them by counsel, and that they have had this Ground Lease fully explained to them by their counsel, and they are fully aware of the legal effect of this Ground Lease and are signing this Ground Lease voluntarily and of their own free will.
21. **EXECUTION IN COUNTERPARTS**: This Ground Lease may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Ground Lease. Signatures transmitted by facsimile shall be deemed original signatures.
22. **AMENDMENTS**: This Ground Lease may only be amended by a written instrument signed by the Parties.

23. **GOVERNING LAW AND VENUE:** This Ground Lease shall be construed and interpreted in accordance with the laws of the State of California. Venue shall be in the Superior Court of California, County of Merced, or the U.S. District Court for the Eastern District of California, Fresno Division, as appropriate.

**IN WITNESS WHEREOF,** the Parties have entered into this Ground Lease as of the Effective Date.

**LESSOR:** Los Banos Unified School District

By: \_\_\_\_\_  
Mark Marshall, Ed.D, Superintendent

Date: \_\_\_\_\_

**LESSEE:** Merced County Office of Education

By: \_\_\_\_\_  
Steven M. Tietjen, Ed.D, Superintendent

Date: \_\_\_\_\_

EXHIBIT "A"





## Board Reference Material

**SUBJECT TITLE: 2019-20 Addendum to MCOE Media Services Agreement**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended the Board approve the attached Addendums to MCOE Media Services Agreement as follows: Addendum A for Los Banos Junior High School & Addendum B for Creekside Junior High School for 2019-2020 Media Services.

### **BACKGROUND INFORMATION:**

Each year the district contracts with Merced County Office of Education to provide media services to our schools.

### **HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Access to media materials supports the area of Academic Performance.

### **ALTERNATIVES/IDENTIFIED OPPOSITION:**

The District could purchase and circulate our own media materials, however there could be copyright and licensing issues depending upon what is used.

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

The contract amount for the 2019-2020 school year for Los Banos Junior High is \$1,759.40 and for Creekside Junior High School the amount of \$1,716.50.

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ORIGINATOR: Paula Mastrangelo, Assistant Superintendent  
Date: August 8, 2019



Steve M. Tietjen, Ed.D. | County Superintendent of Schools

632 WEST 13TH STREET | MERCED, CA 95341 | (209) 381-6600 | WWW.MCOE.ORG

**ADDENDUM B**  
**MEDIA SERVICES AGREEMENT**

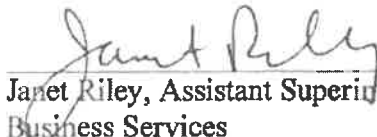
The Merced County Office of Education, hereinafter referred to as the **County Superintendent**, and the **Los Banos Unified School District**, hereinafter referred to as the **District**, entered into an Agreement for Media Services for the 19-20 school year. Addendum B modifies the agreement as to the following:

1. The MCOE will provide the Creekside Junior High school with access to the following online resource through the MCOE Portal:
  - a) Brain Pop - \$1.90 per student based on prior year DataQuest enrollment.
2. The District certifies the 18-19 enrollment for Creekside Junior High school is Nine Hundred Five (905).
3. The District agrees to transfer an additional One Thousand, Seven Hundred Sixteen dollars and Fifty cents (\$1,716.50), to the County Schools Service Fund.

All other terms and conditions of the signed agreement remain the same.

  
John Magneson, Assistant Superintendent  
Educational Services

  
Date

  
Janet Riley, Assistant Superintendent  
Business Services

  
Date

Governing Board of  
Los Banos Unified School District

By: \_\_\_\_\_  
Clerk or Secretary

\_\_\_\_\_  
Date

**Budget Code Number:**

\_\_\_\_\_



— MERCED COUNTY —  
**Office of  
 Education**

Steve M. Tietjen, Ed.D. | County Superintendent of Schools

632 WEST 13TH STREET | MERCED, CA 95341 | (209) 381-6600 | WWW.MCOE.ORG

**ADDENDUM A**  
**MEDIA SERVICES AGREEMENT**

The Merced County Office of Education, hereinafter referred to as the **County Superintendent**, and the **Los Banos Unified School District**, hereinafter referred to as the **District**, entered into an Agreement for Media Services for the 19-20 school year. Addendum A modifies the agreement as to the following:

1. The MCOE will provide the Los Banos Junior High school with access to the following online resource through the MCOE Portal:
  - a) Brain Pop - \$1.90 per student based on prior year DataQuest enrollment.
2. The District certifies the 18-19 enrollment for ~~Creekside Junior High~~ <sup>Los Banos Junior High</sup> school is Nine Hundred Twenty-Six (926).  
LD. 7/11/19
3. The District agrees to transfer an additional One Thousand, Seven Hundred Fifty-Nine dollars and Forty cents (\$1,759.40), to the County Schools Service Fund.

All other terms and conditions of the signed agreement remain the same.

John Magneson  
 John Magneson, Assistant Superintendent  
 Educational Services

7/10/19  
 Date

Janet Riley  
 Janet Riley, Assistant Superintendent  
 Business Services

7/10/19  
 Date

Governing Board of  
 Los Banos Unified School District

By: \_\_\_\_\_  
 Clerk or Secretary

\_\_\_\_\_  
 Date

**Budget Code Number:**

\_\_\_\_\_

## Board Reference Material

**SUBJECT TITLE:** Agreement: Jake Randall, M.S., Independent Evaluation

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information \_\_\_\_\_

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### **RECOMMENDATION:**

It is recommended the Board approve the consultant agreement between the District and Jake Randall, in order to complete an Independent Education Evaluation (IEE).

### **BACKGROUND INFORMATION:**

Parents of a special education student have requested an independent Psycho educational evaluation for their child. The District is obligated to provide the evaluation.

### **HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

### **ALTERNATIVES/IDENTIFIED OPPOSITION:**

None, at this time.

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

The District shall pay the consultant the total amount not to exceed \$6,000.00 for services rendered.

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ORIGINATOR: Yolanda Cork-Anthony, Director of Special Services  
Date: August 8, 2019

## LOS BANOS UNIFIED SCHOOL DISTRICT

### CONSULTANT AGREEMENT

This Agreement is effective as of August 1, 2019, between the Los Banos Unified School District (“**District**”) and Jake Randall M.S., (“**Consultant**”).

WHEREAS, Consultant is specially trained, experienced, and competent to conduct a psychodeucational IEE; and

WHEREAS, such a psychoeducational IEE is for a limited basis;

NOW, THEREFORE, the Consultant and the District hereto agree as follows:

#### 1. Services.

To conduct in a timely manner a psychoeducational IEE concerning Student, including an observation of Student, to write a psychoeducational IEE report as described above and to provide the psychoeducational IEE report to the District. The Consultant will perform said services as an independent calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

To participate in person during one IEP meeting scheduled and held for Student at which the contents of the psychoeducational IEE report described above are reviewed and considered.

#### 2. Fees: Expenses. Consultant will be paid fees and/or expenses as follows:

The District shall pay the Consultant the total amount not to exceed \$6,000.00 for Services rendered pursuant to section 1 of this Agreement related to the psychoeducational IEE and the IEP meeting. Payment shall be made to Consultant thirty (30) days after the District’s receipt from the Consultant of the psychoeducational IEE report mentioned in section 1 of this agreement, Consultant’s attendance at one IEP meeting for the purpose of reviewing the psychoeducational IEE report and billing statement or invoice detailing the work performed and the time spent by Consultant concerning the psychoeducational IEE report and attendance at or participation by telephone of one IEP meeting.

3. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker’s compensation.

4. Consultant assures District that criminal background or fingerprint checks have been conducted and completed on Consultant in accordance with applicable state and federal law before Consultant has any contact with Student. Consultant will submit to District a photocopy of the criminal background or fingerprint check reports for Consultant prior to Consultant having contact with Student. Consultant assures District that an examination for tuberculosis has been conducted and completed on Consultant and/or Consultant has completed a TB Risk Assessment Questionnaire in accordance with the requirements of California Education Code section 49406 before Consultant has contact with Student under this Agreement. Consultant shall provide the District with a completed TB Risk Assessment Questionnaire and/or Tuberculosis Test clearance for Consultant as required under applicable state and federal law, before starting the assessment of Student under this Agreement. Consultant shall provide District with the verified dates of fingerprint clearance, Department of Justice clearance, and Tuberculosis Test clearance for Consultant prior to Consultant starting assessment of Student. Consultant shall immediately, and in no circumstances longer than three (3) calendar days, provide to District updated information regarding the status of Consultant's licenses, certifications, credentials, permits and/or other documents of any known changes.

5. Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

6. The District may at any time for any reason terminate this Agreement and compensate Consultant only for services rendered to the date of termination. Written notice by the District's Superintendent or Superintendent's Designee shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability or damages which result from the sole negligence or willful misconduct of the District, its officers, employees or agents.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

This Agreement is not assignable without written consent of the parties hereto.

IN WITNESS WHEREOF, The District and Consultant have executed this Agreement as of the date first written above.

**“DISTRICT”**

**“CONSULTANT”**

**LOS BANOS UNIFIED SCHOOL DISTRICT**

**JAKE RANDALL, M**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Board Reference Material

**SUBJECT TITLE:** Agreement, The Stepping Stones Group

**REQUESTED ACTION:**

Action   X              Discussion/Information                   

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**RECOMMENDATION:**

It is recommended that the Board approve the contract between The Stepping Stones Group and LBUSD for provision of Speech Therapy Service to students during the 2019-2020 school year and authorize designated personnel to sign contract documents.

**BACKGROUND INFORMATION:**

Human Resources posted a job opening for a Speech/Language Pathologist. The posting was sent to colleges in the surrounding area. Since the posting there have been zero applicants for SLP position.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None at this time.

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

Maximum contract amount for Speech Language Pathologist is \$70.00 per hour. Special Education funds will pay the cost of the services.

---

ORIGINATOR: Yolanda Cork-Anthony, Director of Special Services

Date: August 8, 2019



## SERVICES AGREEMENT

This Services Agreement ("Agreement") made as of **July 12, 2019**, by and between **AlphaVista Services, Inc.**, a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group ("Contractor") and **Los Banos Unified School District, 1717 South 11<sup>th</sup> Street. Los Banos, CA 93635** ("Client"). It is hereby agreed as follows:

**FEES:** Unless more particularly described in Exhibit B to this Agreement, Contractor agrees to provide the following services to Client and Client agrees to pay the following hourly rates below for those Services:

<u>Discipline</u>	<u>Bill Rate</u>
Speech/Language Pathology Assistant	\$70.00 per hour

Client agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of 30 hours per week; provided, however, that if any employee of Contractor is absent during any week due to illness or other personal time off and Contractor does not replace such employee during such week, the foregoing minimum amount will be reduced by the number of hours of such absence. No employee of Contractor will work above 40 hours per week, or above eight hours per day, without advanced authorization from both Contractor and the designated supervisor assigned by Client. Any hours worked that are subject to state or federal statutory overtime requirements will be billed at 150% of bill rate. Client will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to Client with no mark-up. Client agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

**MILEAGE:** To the extent applicable, travel between schools will be considered billable time and will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

**PAYMENT TERMS:** Client will be billed every two weeks, as more particularly described in Exhibit A to this Agreement and agrees to pay all outstanding invoices within 30 days of receipt. Client agrees and understands that Client is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, Contractor may suspend performing further work.

**EMPLOYEE BENEFITS AND INSURANCE:** Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

**NO SOLICITATION:** During the term of this Agreement and for a period of two years after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee's salary. -

**CONFIDENTIALITY:** Client agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. Client further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the Client. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**COOPERATION:** Client agrees to cooperate fully, and to provide assistance to, Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

**TERMINATION:** The Term of this Agreement will be for a period of twelve months and may continue beyond this period by mutual consent. Client agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to Client as a whole is deficient in its performance of the services hereunder or (b) any member of Contractor's employee assigned to Client commits an act of professional or ethical misconduct. Client agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as Client becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if Client discontinues operations or (ii) if Client fails to make any payments as required by this Agreement.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by law, Contractor will defend, indemnify, and hold Client and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, Client will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Client's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

The **Stepping Stones**  
GROUP

Cumberland • MyTherapyCompany  
AlphaVista • Staffing Options & Solutions

Corporate Office  
2586 Trailridge Drive East, Suite 100  
Lafayette, CO 80026  
Ph: 866-447-6916 Fax: 303-456-2173  
www.thesteppingstonesgroup.com

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**JURISDICTION:** This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in California. Both parties hereby consent to the jurisdiction and venue of such courts.

**GENERAL:** No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

CONTRACTOR:

CLIENT:

*Jay Totter*

Signature

Signature

Joseph "Jay" Totter

Name

Name

Vice President, School Services

Title

Title

7/12/19

Date

Date

Notices:

AlphaVista Services, Inc.  
The Stepping Stones Group  
2586 Trailridge Drive East, #100  
Lafayette, CO 80026  
Phone: 800-447-6916

Notices:

Los Banos Unified School District  
1717 South 11<sup>th</sup> Street  
Los Banos, CA 93635  
Phone: 209-826-3801

**Contract Office**

177 Park Avenue, Suite 200  
San Jose, CA 95113  
Phone: 669-777-6832



### ASSIGNMENT CONFIRMATION

This Assignment Confirmation ("Agreement") made as of, **July 12, 2019** by and between **Alpha Vista Services, Inc**, a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group ("Contractor") and **Los Banos Unified School District** ("Client"). The purpose of this Agreement is to establish rate and billing information for the candidate and their services listed below

Employee's Name:	Emmalee Yang
Discipline:	SLPA
Billable Hours/Week:	6 hrs. per day/5 days per week
Bill Rate:	\$70.00 per hour
Additional Info:	2019-2020 SY Start Date August 12 <sup>th</sup> 2019

**Billing Information**

A/P Contact Name and Title: Judy Brehm Secretary/ Accounts Payable		
A/P Email Address: jbrehm@losbanosusd.k12.ca.us		
Mailing Address: 1717 South 11 <sup>th</sup> Street		
City: Los Banos	State: CA	Zip 93635
A/P Phone Number (209) 826 3801		

*Client will be invoiced every two weeks via email unless otherwise indicated below. Invoices shall include a summary listing of employee hours for each of Contractor's employees contracted to Client during the bi-weekly billing period. If any specific billing requirements are desired by Client, please note them in the Special Billing Instructions below, otherwise standard bi-weekly invoicing delivered via email will be provided.*

Special Billing  
Instructions:

**Non-Solicitation**-During the term of this Agreement and for a period of two years after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee's salary.

Client Signature

Title

Name

Date

## Board Reference Material

**SUBJECT TITLE:**     Agreement, 360 Degree Customer Inc.

**REQUESTED ACTION:**   Approve

Action   X  

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the contract between 360 Degree Customer Inc. and LBUSD for provision of Speech Therapy Service to students during the 2019-2020 school year and authorize designated personnel to sign contract documents.

**BACKGROUND INFORMATION:**

Human Resources posted a job opening for a Speech/Language Pathologist. The job posting was sent to colleges in the surrounding area as well. In the months since the posting, there have been zero applicants for the position.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None at this time.

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

Maximum contract amount is \$68.00 per hour. Special Education funds will pay the cost of the service.

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ORIGINATOR: Yolanda Cork-Anthony, Director of Special Services

Date: August 8, 2019

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the Thursday, July 18, 2019, between the Los Banos Unified School District (hereinafter referred to as LBUSD) located 1717 S. 11th St • Los Banos, CA 93635 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Ct, Ste # 7 Santa Clara, CA 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports.

Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent/superintendent designee gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

C. COMPENSATION For the full performance of this agreement, the LBUSD shall pay the Consultant as follows: Consultant's Fee:

- a. For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b. Consultant(s) will work for 5 FTE days (35 Hours per week) as per school year calendar

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (LBUSD ) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by LBUSD , the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the LBUSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the LBUSD .
- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the LBUSD , its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the LBUSD , the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by LBUSD , the Consultant, or any other person, to the proportionate extent that it arises out of or in

connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.

- c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the LBUSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. *NON-DISCRIMINATION* No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. *CONFLICT OF INTEREST* Before executing this agreement, the Consultant shall disclose to the LBUSD the identities of any board member, officer, or employee of the LBUSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
4. *LICENSE AND AUTHORITY* The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. *EQUIPMENT AND FACILITIES* LBUSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. *ASSIGNMENT* Without the written consent of the LBUSD, this agreement is not assignable by the Consultant.
7. *NON-SOLICITATION OF EMPLOYEES:* LBUSD agrees to not solicit for hire employees of Contractor for a period of not less than 2(TWO) years following the first date of that employee's services to LBUSD. After completion of 2 full billable years, LBUSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between LBUSD and the contractor.
8. *SUCCESSORS AND ASSIGNS.* This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. *TIME.* Time is the essence of this agreement.
10. *GOVERNING LAW.* The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
11. *WITHHOLDING.* The LBUSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
12. *CHANGES OR ALTERATIONS.* No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the LBUSD.
13. *HEADINGS.* All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
14. *TERMINATION.* The LBUSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), LBUSD agrees to pay Consultant for work completed to date of termination.

15. *AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.*

16. *COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the LBUSD.*

E. **VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE**

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the LBUSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the LBUSD, or to utilize the LBUSD's letterhead or logo without the prior consent of the LBUSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and LBUSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

<i>INSTRUCTIONS</i>	<i>The LBUSD shall provide job specifications and instructions.</i>
<i>TRAINING</i>	<i>The LBUSD shall provide training for workers.</i>
<i>RIGHT TO HIRE OTHERS</i>	<i>The Consultant has the right to hire others to do the actual work with approval of LBUSD.</i>
<i>WORK NOT ESSENTIAL TO LBUSD</i>	<i>The LBUSD's success or continuation does not depend on the services of the Consultant.</i>
<i>TIME TO PURSUE OTHER WORK</i>	<i>The Consultant may pursue other work during term of agreement.</i>
<i>JOB LOCATION</i>	<i>LBUSD controls the job location.</i>
<i>BASIS OF PAYMENT</i>	<i>Payment shall be by the time expended.</i>
<i>WORK FOR MULTIPLE FIRMS</i>	<i>The Consultant may work for multiple firms simultaneously.</i>
<i>TOOLS &amp; EQUIPMENT</i>	<i>Laptop/IPAD/device shall be provided by Consultant. All other speech materials/supplies will be provided by LBUSD.</i>
<i>SERVICES AVAILABLE TO PUBLIC</i>	<i>The Consultant's services are available to the general public.</i>
<i>RIGHT TO TERMINATE</i>	<i>The Consultant may not be terminated except as allowed for under the agreement.</i>
<i>PROGRESS REPORTS</i>	<i>The Consultant will require making progress report.</i>

**UNDERSTANDING AND ACCEPTANCE OF THE PARTIES:** This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.



G. *CONTRACT INITIATOR (LBUSD Representative)*

*Signature:* \_\_\_\_\_

*Date Signed:* \_\_\_\_\_

*Branch / Dept.:* \_\_\_\_\_

*Address (or Mail Code):* \_\_\_\_\_

*Phone / Fax: Ph:* \_\_\_\_\_

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

*CONSULTANT*

*Signature:* \_\_\_\_\_

*Date Signed:* \_\_\_\_\_

*Title:* *VP*

*Company Name & Address:* *360 Degree Customer Inc*  
*4423 Fortran Dr., Ste #114, San Jose, CA 95014*

*Phone:* *408-689-2780*

*E-Mail Address:* *alex@360customer.com*

**ADDENDUM – A**

**Name of the Candidate: Amber Caras**

**Title: Speech Therapist Assistant**

**Hourly Rate: \$68**

**Contract Term: 2019-20 school year.**

**Expected Start Date: Aug 12, 2019**

**Hours per Week: 35, (7 hours per day, with 6.5 hours per day billable. 30 minutes unpaid lunch)**

## Board Reference Material

**SUBJECT TITLE: Disney World Varsity Leadership Cheerleading Trip**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the Pacheco High School cheer team captains traveling to participate in the United Spirit Association Varsity Spirit Spectacular in Disney World, November 21-26, 2019.

**BACKGROUND INFORMATION:**

Pacheco High cheer captains have participated in this event before; it is an opportunity to learn, collaborate and grow from captains of other schools and the USA cheer staff. This an invitation only opportunity for our students. In addition to allowing them to bond in a travel experience. They will travel to their destination by plane and will stay in the event location housing/hotel. There will be between 2-3 chaperones/coaches that will supervise this trip and stay with the captains at this event.

**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):**

This trip will be paid for with the fundraising efforts of the captain team.

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ORIGINATOR: Dan Sutton, Principal Pacheco High School

Date: 08/08/19

**Board Reference Material**

**SUBJECT TITLE:**        Student Overnight Travel

**REQUESTED ACTION:**

                  Action   X  

                  Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve overnight, out-of-state travel for the Los Banos High School Varsity Girls' Volleyball team to participate in the High Sierra Volleyball Invitation.

**BACKGROUND INFORMATION:**

The Varsity Volleyball Team is requesting approval of a trip to Reno/Sparks, Nevada from August 29<sup>th</sup> to August 31<sup>st</sup>, 2019.

Tentative Schedule:

Depart from Los Banos on August 29, 2019 at 1:00 p.m.

Arrive in Reno at approximately 5:00 p.m.

Play 3 matches on August 30, 2019.

Play 6 matches on August 31, 2019.

Depart from Reno on August 31, 2019 at 5:00 p.m.

Arrive in Los Banos at approximately 10:00 p.m.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

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

This trip will not have a financial impact on the District. The Los Banos High School Student Body Volleyball account will be responsible for all costs associated with this trip.

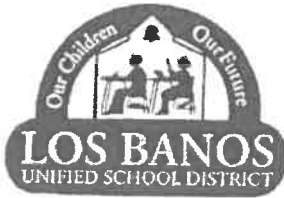
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ORIGINATOR:        Veli Gurgen, Principal, Los Banos High School

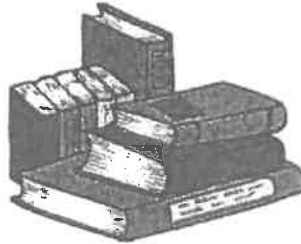
Date:                August 8, 2019





# 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](http://www.losbanosusd.org)



Attached is a list of withdrawn titles submitted for board approval.

Date: 7/26/2019

Signature: [Handwritten Signature]

Site: San Luis High School

Site Principal: [Handwritten Signature] 7/26/19  
Date

Paula Mastrangelo: Paula Mastrangelo 7/26/19  
Date

LBUSD Board of Trustees: \_\_\_\_\_  
Date

## Text books to be submitted for board approval

Barcode	Title
4SLHS00001746U	EARTH SCIENCE
4SLHS0000137N	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS000001290	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000128N	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS000001470	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000143K	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000144L	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000136M	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000130G	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000133J	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000142J	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS000001380	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000134K	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000140H	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000135L	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000148P	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000131H	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00000126L	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS000001290	GLENCOE KEYBOARDING WITH COMPUTER APPLICATION
4SLHS00001933S	LITERATURE AMERICAN 11
4SLHS00000950Q	The Americans
4SLHS00000970S	Realidades 1
4SLHS00001154N	Modern World History Patterns of Interaction
4SLHS00000468U	Reformation and Enlightenment
4SLHS00000458T	Reformation and Enlightenment
4SLHS00000464Q	Reformation and Enlightenment
4SLHS00000013G	Reformation and Enlightenment
4SLHS00000015I	Reformation and Enlightenment
4SLHS00000002E	Stories In History: Ancient Greece