POSTED: 06-17-19

# LOS BANOS UNIFIED SCHOOL DISTRICT GOVERNING BOARD OF EDUCATION SPECIAL MEETING

Los Banos Unified School District Boardroom 1717 S. 11<sup>th</sup> Street, Los Banos, CA 93635 Thursday, June 20, 2019 5:00 P.M.

# **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

Α.	Call	Public	Session	to	Order

	В.	Roll Call  Margaret Benton Ray Martinez Gary Munoz		
II.	Pleds	ge of Allegiance	149	
III.	Appr	oval of Agenda		
		on byosed Action: Approve	Seconded bye Agenda	
IV.	Publi	Public Forum:		
	on the	e floor or prior to the inize individuals who	y may address specific items on the agenda once they are Board going into closed session. The Board President will wish to speak. Speakers are limited to three (3) minutes, ic input at twenty (20) minutes per agenda item. [BB 932]	
V.	NEW	BUSINESS		
	A.	Local Control Acco	untability Plan Approval (Page 3)	5 Min.
		It is recommended to Plan.	he Board approve the 2019-20 Local Control Accountability	
			Seconded ByApprove 2019-20 LCAP	

	B. 2019-20 Budget Adoption (Page 4)					
		It is recommended the Board adopt the 2019-20 Budget.				
		Motion By Seconded By Proposed Action: Adopt 2019-20 Budget				
	C.	Agreement, Regents of University of California and Los Banos Unified, Student Teacher Program (Page 5)	5 Min			
		It is recommended the Board approve the agreement between The Regents of the University Of California and Los Banos Unified School District (LBUSD) establishing a student teaching program (fieldwork) meeting the provisions of applicable state law and regulations.	ng ,			
		Motion By Seconded By Proposed Action: Approve agreement				
VI.	Provi	sional Appointment of Board Member (Page 15)				
	to fill	Governing Board will interview candidates and make a provisional appointment the vacancy on the Board created by Megan Goin whose resignation was effective 1, 2019				
	Motio <b>Propo</b>	on By Seconded By osed Action: Make a provisional appointment				
VII.	Oath of Office					
		Superintendent will administer the Oath of Office of Trustee to the provisionantee.	.1			
VIII.	Adjo	<u>ournment</u>				
	promote of the S	ans with Disabilities Act Assistance: Auxiliary aids and services include a wide range of services and devices that the effective communications to individuals with disabilities. If you require such assistance, please notify the Office superintendent at 826-3801 as soon as possible. Every effort will be made to give primary consideration to expressed these or provide equally effective means of communication to ensure equal access to District programs and events.				

<b>SUBJECT TITLE:</b>	2019-20 LCAP (Final Draft	<u>(1)</u>
REQUESTED ACTIO	N: Approve	
Action	X	Discussion/Information

2019-20 LCAP (Final Draft)

#### **RECOMMENDATION:**

It is recommended the Board approve the final draft of the Local Control Accountability Plan (LCAP).

#### **BACKGROUND INFORMATION:**

At a prior Regular Board Meeting, staff shared the draft of the LCAP and held a public hearing as required under the new Local Control Funding Formula (LCFF). The Board will vote to approve or reject the final draft of the LCAP at a June Board meeting in order to meet the deadline required by the LCFF.

# **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, and Title III monies.

ORIGINATOR: Paul Enos and Paula Mastrangelo, Assistant Superintendents

Date: June 20, 2019

SUBJECT TITLE: 2019-20 Budget Adoption
REQUESTED ACTION: Adopt
Action X Discussion/Information
RECOMMENDATION:
It is recommended the Board adopt the 2019-20 Budget.
BACKGROUND INFORMATION:
The Governing Board accepts responsibility for adopting a sound budget that is compatible with the District's vision and goals. The District budget has been prepared from the best estimates available. The Superintendent or designee must file the adopted budget with the County Superintendent no later than five days after adoption, or by July 1 <sup>st</sup> , whichever occurs first.
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
ODICINIATOR: Amor Ichel Director of Figure Services
ORIGINATOR: Amer Iqbal, Director of Fiscal Services Date: June 20, 2019

SUBJECT TITLE: Agreement Between The Regents of the University of California and Los Banos Unified School District – Student Teaching Program		
REQUESTED ACTION: Approve		
ActionX Discussion/Information		
RECOMMENDATION:		
It is recommended the Board approve the agreement between The Regents of the University Of California and Los Banos Unified School District (LBUSD) establishing a student teaching program (fieldwork) meeting the provisions of applicable state law and regulations.		
BACKGROUND INFORMATION:		
The Regents of the University of California on behalf of the University of California, Merced and its Extension Education Programs desire to partner with LBUSD to establish a student teaching program. LBUSD's role is place eligible student teachers into the District's schools so that they can complete fieldwork requirements. The University of California, Merced recently added a credential program as one of its Extension Education Programs. Both entities benefit from a collaborative partnership where teacher candidates meet their fieldwork requirements at any one of the District's schools.		
HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?		
ALTERNATIVES/IDENTIFIED OPPOSITION:		
None.		
SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):		
None.		
ORIGINATOR: Tammie Calzadillas, Assistant Superintendent of Human Resources		

June 20, 2019

Date:

#### TEACHER PREPARATION PROGRAM AGREEMENT

# BY AND BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND LOS BANOS UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into this 17<sup>th</sup> day of May, 2019 in the State of California, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation on behalf of the University of California, Merced, Extension Education Programs (hereinafter referred to as "UNIVERSITY") and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as ("DISTRICT") collectively referred to as PARTY OR PARTIES.

#### **RECITALS**

WHEREAS, various California Education Code Sections, including but not limited to 44259, 44320, 44321, 44452-44458, 44462 and 44466, authorize or govern a public school district in cooperation with an approved college or university to establish a student teaching program (fieldwork) meeting the provisions of applicable state law and regulations ("PROGRAM"); and

WHEREAS, DISTRICT is a California public school which operates schools suitable for internships, practice teaching and field experience needs; and

WHEREAS, UNIVERSITY has met all the requirements and preconditions established by state law, specifically those established by the California Commission on Teacher Credentialing ("COMMISSION") and/or Committee on Accreditation; and

WHEREAS, it is to the benefit of both the UNIVERSITY and DISTRICT that Teacher Candidates have opportunities to enhance their capabilities as practitioners and both UNIVERSITY and DISTRICT desire to partner together to make PROGRAM available.

WHEREAS, it is understood and agreed by and between the Parties of this Agreement that they wish to enter into this Agreement in order to ensure the requirements of the California Commission on Teacher Credentialing ("COMMISSION"), will be met and provided to the Teacher Candidates and shall complete their respective responsibilities in connection with this Agreement during its term. See attached the Teacher Preparation Program Handbooks.

#### **AGREEMENT**

**NOW, THEREFORE,** in consideration of the covenants and agreements, set forth herein, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

#### I. TERM AND TERMINATION

A. This Agreement shall become effective as of the date first written above once both PARTIES have executed the Agreement and shall continue in full force and effect through June 30, 2022. The PROGRAM Year shall end in June, with the exact day varying from year to year as determined by the then-current applicable DISTRICT certificated work year calendar.

- B. Notwithstanding anything to the contrary stated in this Agreement, either PARTY may terminate this Agreement for convenience upon thirty (30) days' written notice.
- C. In the event DISTRICT chooses to terminate the Agreement for convenience in accordance with this Article, any Teacher Candidates assigned at DISTRICT schools when DISTRICT gives notice may continue to train until the end of the Teacher Candidates' current UNIVERSITY semester.
- D. This Agreement may be terminated immediately by either PARTY hereto should the other PARTY fail substantially to perform in accordance with the terms hereof through no fault of the terminating PARTY and such failure continues for thirty (30) days after notice thereof is delivered by the non-defaulting PARTY.

#### II. PLACEMENT OF TEACHER CANDIDATES

- A. DISTRICT and UNIVERSITY shall coordinate the placement process of Teacher Candidates at no cost to the DISTRICT.
- B. DISTRICT will use its best efforts within the constraints of available position openings to place Teacher Candidates in environments to maximize their success (i.e., supportive principal, available peer support, class selection).
- C. DISTRICT reserves the right to make the final determination on any Teacher Candidates' placement by DISTRICT.
- D. Neither UNIVERSITY nor DISTRICT shall discriminate in the selection of, or participation by, any Teacher Candidate pursuant to this Agreement because of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age or disability, or any other protected class within the limits imposed by law and/or DISTRICT policy.

#### III. SUPERVISON OF TEACHER CANDIDATES

- A. UNIVERSITY shall provide Site Supervisors (University Mentors) for all Teacher Candidates. UNIVERSITY shall have clearly defined qualifications for Site Supervisors to include: (1) current knowledge in the content they teach; (2) understanding of the context of schooling; (3) ability to model best professional practices in teaching and learning, scholarship, and service; (4) knowledgeable about diverse abilities, cultural, language, ethnic, and gender diversity; and (5) thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools, and hold a valid California Clear Teaching Credential in the area of the credential the teacher candidate is seeking. (Note: One who holds a valid teaching credential has undergone livescan fingerprints and a background check.)
- B. Such UNIVERSITY Site Supervisors (University Mentor) shall visit Teacher Candidates in their fieldwork placement six times per semester to provide support, mentoring and supervision.

C. DISTRICT shall provide a qualified supervisor (Cooperating Teacher) who will serve as the onsite guide, observing the Teacher Candidate at the classroom level and in collaboration with the UNIVERSITY'S Site Supervisors (University Mentors).

#### IV. SELECTION AND QUALIFICATIONS OF SUPERVISORS/MENTORS

- A. DISTRICT and UNIVERSITY shall each provide a qualified supervisor to assist each Teacher Candidate. DISTRICT and UNIVERSITY shall independently determine the qualifications of their respective supervisors.
- B. DISTRICT shall provide a qualified supervisor who will serve as the on-site guide, observing the Teacher Candidate at the classroom level and in collaboration with the UNIVERSITY'S Supervisors (University Mentors). DISTRICT'S Supervisor (Cooperating Teacher) shall be the school sites' principal or assistant principal, unless designated otherwise.
- C. DISTRICT shall assign a Mentor (Cooperating Teacher) to the Teacher Candidate prior to assuming daily teaching responsibilities. DISTRICT shall select and evaluate such Mentor (Cooperating Teacher) in accordance with DISTRICT policy and practices and based on clearly defined description of qualifications to include: (1) valid corresponding Clear or Life credential; (2) Three (3) years successful teaching experience; and (3) English Learner Authorization (ELA) if responsible for providing specified ELA support. See attached the Teacher Preparation Program Handbooks.
- D. UNIVERSITY shall provide Supervisors (University Mentors) for all Teacher Candidates. UNIVERSITY shall have clearly defined qualifications for UNIVERSITY Supervisors (University Mentors) to include: (1) current knowledge in the content they teach; (2) understanding of the context of schooling; (3) ability to model best professional practices in teaching and learning, scholarship, and service; (4) knowledgeable about diverse abilities, cultural, language, ethnic, and gender diversity; and (5) thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

#### V. TIMING AND HOURS OF SUPERVISION OF TEACHER CANDIDATES

- A. UNIVERSITY Supervisors (University Mentors) shall visit Teacher Candidates, in the fieldwork placement envirsix times during the semester.
- B. DISTRICT shall provide sufficient resources including the identification of protected time for the DISTRICT Mentor (Cooperating Teacher) to work with the Teacher Candidate during the school day to include clearly defined expectations for type and frequency of mentoring.

#### VI. ROLES AND RESPONSIBILITES

- A. DISTRICT and UNIVERSITY agree to adhere to the distribution of Teacher Candidate support and supervision responsibilities.
- B. DISTRICT agrees to provide protected time for DISTRICT Mentor (Cooperating Teacher) to work with Teacher Candidates within the school day. DISTRICT Mentor (Cooperating Teacher) will log all support activities provided for Teacher Candidates.

- C. DISTRICT and UNIVERSITY supervisors will meet together regularly with Teacher Candidates to ensure Teacher Candidates are following the California Teaching Performance Expectations (TPE's) or other such standards as may be applicable to the specific regular standard credential each Teacher Candidate is seeking to obtain.
- D. UNIVERSITY shall provide orientation and training for the DISTRICT Mentor (Cooperating Teacher) and UNIVERSITY Supervisor (University Mentor).
- E. DISTRICT shall include Teacher Candidates in appropriate DISTRICT support programs and regularly scheduled staff development activities, as appropriate.

#### VII. PREPARATION TO TEACH ENGLISH LEARNERS

- A. UNIVERSITY shall provide supervision, including in-classroom coaching, specific to the needs of English Learners.
- B. DISTRICT Mentors (Cooperating Teachers) shall assist the Teacher Candidates, through inclassroom modeling and coaching as needed, with (1) planning lessons that are appropriately designed and differentiated for English Learners; (2) assessing language needs and progress; and (3) supporting language accessible instruction.

#### VIII. COMMUNICATION AND COLLABORATION

- A. DISTRICT and UNIVERSITY shall work collaboratively together to provide the necessary support to the Teacher Candidates to ensure success.
- B. DISTRICT and UNIVERSITY shall cooperate and collaborate in developing and maintaining a process of and procedures for access, communication, and collaboration between DISTRICT Supervisor/Mentor (Cooperating Teacher), the UNIVERSITY Supervisor (University Mentor), and the UNIVERSITY Teacher Preparation Program.
- C. DISTRICT and UNIVERSITY agree to cooperate in resolving problems related to Teacher Candidate performance or preparation following the procedures outlined in the Clinical Practice Handbook.
- D. DISTRICT and UNIVERSTIY agree that changes cannot be made to the program or responsibilities of the parties unless the changes are made in writing and signed by both parties.

#### IX. RESPONSIBILITY OF UNIVERSITY'S ACADEMIC PROGRAM

UNIVERSITY shall have exclusive control over all academic and operational issues involving the UNIVERSITY'S programs, which shall include, without limitation: selection of course content and required textbooks, delivery of instructional programs, selection and approval of faculty, admission, registration and retention of Teacher Candidates, evaluation of Teacher Candidates' prior experience and education, evaluation of Teacher Candidates' academic progress, scheduling courses, awarding academic credit, and conferring degrees.

#### X. SITE SUPERVISOR RESPONSIBILTY WHEN VISITING DISTRICT

- A. DISTRICT is proud to provide healthy, tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by DISTRICT.
- B. UNIVERSITY and UNIVERSITY'S staff shall at all times comply with the provisions and requirements of the Drug-Free Workplace Act of 1990 (Government Code Section8350 et seq.).
- C. UNIVERSITY shall at all times enforce appropriate discipline and good order itself and among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement.

#### XI. FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTFICATION

Teacher Candidates and the University Mentors shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1.

UNIVERSITY further agrees and acknowledges that if at any time during the Term of this Agreement UNIVERSITY learns or becomes aware of additional information which differs in any way from the representations set forth above, UNIVERSITY shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any contact is permissible.

#### XII. TUBERCULOSIS CERTIFICATION

Teacher Candidates and the University Mentors shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406.

UNIVERSITY shall maintain on file the certificates showing that the Teacher Candidates and University Mentors were examined and found free from active TB. These forms shall be regularly maintained and updated by UNIVERSITY and shall be available to District upon request or audit.

UNIVERSITY further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by UNIVERSITY are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

#### XIII. INDEMNIFICATION

A. DISTRICT shall defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable

attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees or agents.

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

#### XIV. INSURANCE

- A. Each PARTY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
  - i. General Liability, Sexual Abuse Liability, Employer's Liability, Professional Liability and Automobile Liability insurance. General Liability (including broad form property damage and contractual liability) insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Sexual Abuse Liability Insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Employer's Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Professional Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); and automobile liability insurance for owned, hired and non-owned vehicles on a per occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000).
  - ii. Workers' Compensation as required under California State Law.
  - iii. Such other insurance in such amount which from time to time may be reasonably required by the mutual consent of DISTRICT and UNIVERSITY against other insurable risks relating to the performance of this Agreement.
- B. It should be expressly understood, however, that the coverage and limits required under this Article shall not in any way limit the liability of either PARTY.
- C. Each PARTY shall further provide for thirty (30) days advance written notice of any modification, change or cancellation of any of the above insurance coverage.

#### XV. RESPONSIBILITY FOR OWN ACTS

Each PARTY will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such PARTY, its employees or representatives, in the performance or omission of any act or responsibility of such PARTY under this Agreement. In the event that a claim is made against both PARTIES, it is

the intent of both PARTIES to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both PARTIES shall have the right to take any and all actions they believe necessary to protect their interests.

#### XVI. NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either PARTY to the other will be in writing and will be deemed given and served upon the other PARTY, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

#### A. If to DISTRICT:

Los Banos Unified School District 1717 South Eleventh Street Los Banos, CA 93635 Attn: Human Resources

#### B. If to UNIVERSITY:

University of California, Merced Extension Education Programs 5200 Lake Rd. Merced, CA 95343

Attn: Procurement Services

#### XVII. INDEPENDENT

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between DISTRICT and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement.

#### XVIII. AUTHORIZATION WARRANTY

- A. DISTRICT hereby represents and warrants that the person executing this Agreement for the DISTRICT is an authorized agent who has actual authority to bind DISTRICT to each and every term, condition and obligation set forth in this Agreement and that all requirements of DISTRICT have been fulfilled to provide such actual authority.
- B. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.

#### XIX. COOPERATION IN DISPOSITION OF CLAIMS

DISTRICT and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the PARTIES to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available; provided, however, that nothing shall require either DISTRICT or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

#### XX. NON-WAIVER

No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the PARTY waiving the breach.

#### XXI. SEVERABILITY

In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

#### XXII. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California. In the event of any dispute or litigation concerning or arising out of this Agreement, both PARTIES agree to seek resolution of the dispute or litigation within the venue of the appropriate courts in the County of Merced, State of California.

#### XXIII. ASSIGNMENT

Neither PARTY shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other PARTY.

#### XXIV. ENTIRE AGREEMENT/AMENDMENTS

This Agreement represents the PARTIES' final and complete agreement with regard to the subject matter contained herein. As such, it supersedes all other understandings, discussions and/or agreements between the PARTIES with regard to the subject matter of the Agreement. Any change in, modification of or addition, amendment or supplement to this Agreement shall be valid only if set forth in writing, signed and dated by all PARTIES hereto the Agreement.

#### XXV. COUNTERPARTS

The PARTIES may execute this Agreement in two or more counterparts, which shall, in the aggregate be signed by all of the PARTIES; each counterpart shall be deemed an original

instrument as against any PARTY who has signed it. The PARTIES further agree that signatures sent by electronic mail, in .PDF format, shall be treated as original signatures to this Agreement.

**IN WITNESS WHERE OF,** the PARTIES hereto on the day and year written below have executed this Agreement.

LOS BANOS UNIFIED	THE REGENTS OF THE UNIVERSITY		
SCHOOL DISTRICT	OF CALIFORNIA		
Authorized Signature	Authorized Signature		
Name (Printed or Typed)	Name (Printed or Typed)		
Title	Title		
Date	Date		

SUBJECT TITLE: Provisional Appointment of Board Member

**REQUESTED ACTION**: Appoint

Action X

Discussion/Information

#### **RECOMMENDATION:**

It is recommended the Board interview and then appoint a provisional member to the Board to fill the vacancy created by the resignation of Ms. Megan Goin, which was effective May 1, 2019.

#### **BACKGROUND INFORMATION:**

Board Bylaw #9223 states "When a vacancy occurs four or more months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy of the filing of the member's deferred resignation, either order an election or make a provisional appointment..."

Advertisements to solicit candidate applications were published in the Los Banos Enterprise, The Paper and posted on the District website and the District Facebook page. The subcommittee reviewed the applications on June 11, 2019 to ensure all applicants meet the criteria in order to serve on the Board.

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

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

#### ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Mark E. Marshall, Ed.D., Superintendent

Date: June 20, 2019