

**POSTED: 5-2-19**

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

Please Note  
This meeting is recorded.  
Aviso:  
*Esta junta se grabará en cinta.*

**Thursday, May 9, 2019  
6:00 P.M. – Closed Session  
7:00 P.M. – Regular Meeting  
AGENDA**

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

**I. OPENING BUSINESS**

**A. Call Public Session to Order**

**B. Roll Call of Board Members Present**

Margaret Benton      Anahi Rodriguez  
Ray Martinez        Marlene Smith  
Gary Munoz          Celeste Gobeia  
Anthony Parreira

**C. Closed Session (6:00 P.M.)**

1. Student Discipline: Cases #5517095, #6924861415, #5507395, #5517451, #7191838686, and #84658717(Action)
2. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (No action)
3. Liability claim: Claimant: [Identity withheld pursuant to Government Code 54961]; Agency claimed against: Los Banos Unified School District (Action)
4. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: CSEA (No Action)

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

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF AGENDA**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
**Proposed Action:** Approve Agenda

V. **PUBLIC HEARING**

**Public Presentations:**

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

**General Public Comment:**

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

**Public Comment on Agenda Items:**

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

VI. **RECOGNITION/INTRODUCTIONS**

1. VFW will introduce Students that are attending Camp Royal
2. Winners of the Academic Pentathlon will be recognized.
3. Celeste Gobe, LBHS Student Representative to the Board will be recognized for her service.

VII. **REPORTS**

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

VIII. **NEW BUSINESS**

- A. DELAC Site Visit Reports and Lation Family Literacy Project Implementation **8 Min**  
(Pg 7)

It is recommended the Board support Imagine Learning date implementation and evidence based instructional strategies in Elementary and Secondary grades for English Learners.

**Proposed Action:** No Action required, informational only

B. Public Hearing on Question of Annexation (Pg 8)

5 Min

It is recommended the Board conduct a public hearing on the question of annexation of Territory into its Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”) and the levying of a special tax.

1. Open Public Hearing
2. Close Public Hearing

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

**Proposed Action:** Hold Public Hearing and Approve Annexation

C. Resolution #9-19 Ordering the Annexation of Territory to Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement)(Pg 9)

5 Min

It is recommended the Board adopt Resolution No. 09-19 (“Resolution”), ordering the annexation of territory (“Territory”) into its Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”).

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

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

D. Resolution #10-19 Consideration of Adoption of Resolution Calling Special Mailed-Ballot Election to Submit the Question of Levying a Special Tax Within the Area Proposed to be Annexed to Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement) to the Qualified Electors (Pg 25)

5 Min

It is recommended the Board adopt Resolution No. 10-19 (“Resolution”), calling a special mailed-ballot election to submit the question of levying a special tax within the area proposed to be annexed (“Territory”) into its Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”).

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

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

E. Resolution #11-19 Consideration of Adoption of Resolution Declaring Results of Special Mailed-Ballot Election Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement) (Pg 38)

5 Min

It is recommended the Board adopt Resolution No. 11-19 (“Resolution”), declaring the results of the special mailed-ballot election regarding annexation of territory (“Territory”) into its Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”).

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

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

F. Award Recommendation Volta Elementary Modularity (Pg 41)

5 Min

It is recommended that: the Board deem Alameda Construction’s failure to provide the Fingerprinting Notice and Acknowledgement to be an immaterial irregularity that is waived; the contract be awarded to Alameda Construction; and the Superintendent or Designee be authorized to sign contract documents and issue the Notice to Proceed.

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

**Proposed Action:** Approve

G. Mandated Policy Changes/Updates (First Reading) (Pg 45)

5 Min

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

- AR 1340 Access to District Records; Community Relations
- BP 5117 Interdistrict Attendance; Students
- AR 5117 Interdistrict Attendance; Students
- AR 5125.2 Withholding Grades, Diplomas, or Transcripts; Students
- BP 5127 Graduation Ceremoies and Activities; Students
- AR 6174 Education for English Language Learners; Instruction
- BP 6174 Education for English Learners ; Instruction

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

**Proposed Action:** Declare Intent to Adopt

H. Los Banos Teachers’ Association and Los Banos Unified School District Collective Bargaining Agreement (Pg 90)

5 Min

It is recommended that the Board ratify the additional language to the Collective Bargaining Agreement between the Los Banos Teachers’ Association (LBTA) and Los Banos Unified School District (LBUSD)

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

**Proposed Action:** Ratify the additional language to the Agreement

I. Reclassification – Classified Employees (Pg 90)

5 Min

Information regarding the reclassification approved at the Board meeting on April 11, 2019 will be shared.

**Proposed Action:** No Action required, informational only

It is recommended the Board review and select option relative to the Vacant Board Member Position – Area #2

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

**Proposed Action:** Select option for filling Board Vacancy.

## 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
1. Special Meeting, April 1, 2019 (Pg 97)
  2. Regular Meeting, April 11, 2019 (Pg 99)
  3. Special Meeting, April 27, 2019 (Pg 105)

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

- C. Monthly Fiscal Report (Pg 108)

The monthly Fiscal Report is provided for Board information.

- H. New Course Adoptions (Second Reading ) (Pg 117)

It is recommended the Board adopt the following new courses:  
*Honors Ag Chemistry, Ag Physics, & Ag Systems Management*

- G. California State Preschool Program Self-Evaluation Annual Report (Pg 163)

It is recommended the Board approve the Program Self-Evaluation Annual Report for Los Banos Unified School District State Preschool Program.

- H. Agreements/Contracts

1. Agreement, MCOE, Jack L. Boyd Outdoor School (LBE) (Pg 171)
2. Agreement, MCOE, Jack L. Boyd Outdoor School (HME) (Pg 180)
3. Agreement, Pitney Bowes, Postage Service Contract (Pg 189)
4. Agreement, Teter, LLP, San Luis Modular Restroom (Pg 193)
5. Agreement, Alliance for the Study of School Climate (Pg 219)

I. Overnight/Out-of-State Travel

1. LBE 6<sup>th</sup> Graders, Jack L. Boyd Outdoor School, May 5-8, 2020 (Pg 221)
2. HME 6<sup>th</sup> Graders, Jack L. Boyd Outdoor School, May 18-22, 2020 (Pg 222)
3. LBJH Counselors, American School Counseling Annual Conference, Boston, June 28-July 3, 2019 (pg 223)
4. WUES Speech Therapist, Linda Mood Bell, Seattle, WA July 28-31, 2019 (Pg 224)
5. LBE Speech Therapist, Linda Mood Bell, Seattle, WA July 28-31, 2019 (Pg 225)

J. Approval/Ratification of Warrants

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

X. REPORTING CLOSED SESSION ACTION

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

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

XII. CLOSED SESSION (If necessary)

XIII. REPORTING CLOSED SESSION ACTION

The Board will report action taken in closed session (if necessary).

XIV. ADJOURNMENT

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

## Board Reference Material

**SUBJECT TITLE: DELAC reporting on Site Visits and The Latino Family Literacy Project Implementation**

**REQUESTED ACTION:**

Action \_\_\_\_\_

Discussion/Information   X  

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**RECOMMENDATION:**

It is recommended the Board support Imagine Learning date implementation and evidence based instructional strategies in Elementary and Secondary grades for English Learners.

**BACKGROUND INFORMATION:**

Los Banos Unified School District has a long-time commitment to providing programs which encourage all students to maximize their potential and allow for quality education for all students enrolled in the district. It is our philosophy that all students enrolled in this district will reach high levels of academic achievement. Imagine Learning, a technology based program, can be used as an innovative tool to monitor a student's progress in the curriculum, while ongoing assessments provide clear data about student's growth and progress. English Learners (ELs) are taught effectively while retaining students' confidence necessary to become proficient in the English language and successful members of our society. It is the position of this district that it is the school/district's responsibility to provide each student with the essential skills to succeed academically by meeting the California state standards as established by the state and succeed in a global, 21<sup>st</sup> century environment.

**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.

**Goal # 10.** Develop and maintain an effective communications system to inform the Board, staff and community about the District's academic progress, facility needs and annual budget

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

N/A

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ORIGINATOR: Nancy Velador, English Language Coordinator

Date: May 9, 2019

**Board Reference Material**

**SUBJECT TITLE:** **Public Hearing on Question of Annexation**

**REQUESTED ACTION:** Conduct Public Hearing

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board conduct a public hearing on the question of annexation of territory into its Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”) and the levying of a special tax.

**BACKGROUND INFORMATION:**

The District has entered into a mitigation agreement (“Agreement”) with the developer (“Developer”) of certain real property known as Shaunessy Village (“Property”). Pursuant to the Agreement, Developer has agreed to the annexation of the Property into CFD No. 2. In order to proceed with the annexation of the Property, the District must conduct a public hearing (“Public Hearing”) on the question of annexation of the Property and the levying of a special tax on said Property.

At the Public Hearing, written and oral protests against the proposed annexation may be made, and the Board will hear the testimony of all interested persons for or against, if any. If either (i) 50% or more of the registered voters within the current boundaries of CFD No. 2 or within the boundaries of the Property, or (ii) owners of at least 50% of the land within CFD No. 2 or of the land consisting of the Property, and not exempt from the special tax, file written protests which are not withdrawn by the end of the Public Hearing to reduce them to less than 50%, then the District must abandon the proposal.

If the protests, if any, are not sufficient to stop the Board from moving forward, the Board is authorized to further consider the matter of annexation and submit the question on annexation to the qualified electorate, pursuant to the Mello-Roos Community Facilities Act of 1982.

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

This activity directly supports Board Goal Nos. 4 and 5.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

The Public Hearing enables a process to allow the District to levy a special tax on the Territory, which will bring additional tax revenue to the District for capital facilities improvements.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services

Date: May 9, 2019



**Board Reference Material**

**SUBJECT TITLE:** **Consideration of Adoption of Resolution Ordering the Annexation of Territory to Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement)**

**REQUESTED ACTION:** Adopt Resolution

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board adopt Resolution No. 09-19 (“Resolution”), ordering the annexation of territory (“Territory”) into its Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”).

**BACKGROUND INFORMATION:**

The District has entered into a mitigation agreement (“Agreement”) with the developer (“Developer”) of certain real property known as Shaunessy Village (“Property”). Pursuant to the Agreement, Developer has agreed to the annexation of the Property into CFD No. 2. In order to proceed with the annexation of the Property, the District must conduct a public hearing (“Public Hearing”) on the question of annexation of the Property and the levying of a special tax on said Property. After said Public Hearing the Board will conduct its meeting, whereby, so long as the protests, if any, were insufficient in number to prohibit the Board from moving forward with annexation, it will consider adoption of the Resolution, whereby it will order the annexation of the Territory into CFD No. 2.

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

This activity directly supports Board Goal Nos. 4 and 5.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

The adoption of the Resolution will allow the District to continue its process for annexation and levying of a special tax, which will bring additional tax revenue to the District for capital facilities improvement costs.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services

Date: May 9, 2019

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

**RESOLUTION NO. 09-19**

**RESOLUTION ORDERING THE ANNEXATION OF TERRITORY TO  
LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2 (MITIGATION AGREEMENT)**

**WHEREAS**, pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code (the “Act”), the Board of Education (the “Board”) of Los Banos Unified School District (the “District”), on October 13, 2005, approved Resolution No. 25-05, forming Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”); and

**WHEREAS**, at a special election held on October 13, 2005, the questions of levying a special tax, establishing an appropriations limit and incurring bonded indebtedness with respect to CFD No. 2 were submitted to the qualified electors within CFD No. 2; and

**WHEREAS**, on October 13, 2005, the Board adopted Resolution No. 26-05 determining the results of the special election and finding that more than two-thirds ( $\frac{2}{3}$ ) of all votes cast at the special election were cast in favor of the propositions presented, and such propositions passed; and

**WHEREAS**, the Board on April 1, 2019, adopted Resolution No. 08-19 (the “Resolution of Intention”) declaring its intention to annex certain territory to CFD No. 2 and to levy a special tax within that territory to pay for certain public facilities; and

**WHEREAS**, in the Resolution of Intention the Board approved the boundary map, as described in California Streets and Highways Code Section 3110, entitled “Annexation Map No. 2 of Community Facilities District No. 2 (Mitigation Agreement) of Los Banos Unified School District, Merced County, California,” a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and was recorded on April 12, 2019 in the Book of Maps of Assessment and Community Facilities Districts maintained by the County Recorder of the County of Merced in Book number 15 at Page number 1, and as Instrument No. 2019010446; and

**WHEREAS**, the Resolution of Intention set a time and place for a public protest hearing (the “Public Hearing”) to be held by the Board to consider the annexation of territory to CFD No. 2 and the authorization of a special tax to be levied and collected, and all other matters set forth in the Resolution of Intention; and

**WHEREAS**, pursuant to the Resolution of Intention, the Public Hearing was set by the Board for Thursday, May 9, 2019, at the hour of 7:00 p.m., at 520 J Street, Los Banos, California 93635, and at or shortly after that time the Board held the Public Hearing, considered the annexation of territory to CFD No. 2, the levy of a special tax on the territory to be annexed, and all other matters set forth in the Resolution of Intention, and at the Public Hearing all persons interested, including all taxpayers,

property owners and registered voters within CFD No. 2 and the territory proposed to be annexed, were given an opportunity to appear and be heard on the proposed annexation of territory to CFD No. 2 and the levy of special taxes within the territory proposed to be annexed, and all other matters set forth in the Resolution of Intention; and

**WHEREAS**, all registered voters residing within the boundaries of CFD No. 2 and the territory to be annexed to CFD No. 2, and all landowners within the boundaries of CFD No. 2 and the territory to be annexed to CFD No. 2, were allowed to submit written protests to any aspect of the proposals contained in the Resolution of Intention, and permitted to withdraw their protests prior to the close of the Public Hearing; and

**WHEREAS**, the Board is fully advised on this matter, and on the basis of the foregoing, the Board has determined to order the annexation of territory to CFD No. 2.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Los Banos Unified School District as follows:

Section 1. The foregoing recitals are true and correct, and the Board so finds and determines.

Section 2. Except to the extent inconsistent with this Resolution, the Resolution of Intention is reaffirmed, and its provisions and findings are, to the same extent, incorporated herein by this reference.

Section 3. The Board finds and determines that at the close of the Public Hearing, written protests, if any, to the annexation of territory to CFD No. 2 or the levy of the special tax, or to any other matters contained in the Resolution of Intention, were submitted by less than (i) 50% of the registered voters, or by less than six of the registered voters (whichever is more), if any, residing within CFD No. 2; and (ii) 50% of the registered voters, or by less than six of the registered voters (whichever is more), if any, residing within the territory to be annexed to CFD No. 2. Similarly, the Board finds that at the close of the Public Hearing, such written protests, if any, were submitted by the owners of less than (i) one-half of the area of land within CFD No. 2 and not exempt from the special tax; and (ii) one-half of the area of land in the territory to be annexed to CFD No. 2 and not exempt from the special tax. Thus, the Board finds that it is not precluded, by the Act, from proceeding further in this matter. The Board hereby further orders and determines that all protests to the annexation of territory to CFD No. 2, or the levy of the special tax levied therein, or the extent of CFD No. 2, or the acquisition and construction of any of the described facilities, that may have been submitted, have been considered and are hereby overruled.

Section 4. The facilities authorized to be financed by and through CFD No. 2 shall be those public facilities shown on Exhibit B attached hereto, and incorporated herein by this reference (the "Facilities"). The Board finds that the Facilities do not in any way exceed the description of the authorized facilities proposed in the Resolution of Intention. All of the Facilities have an estimated useful life of five years or longer. They are public school facilities that the District is authorized by law to construct, own or operate and that are necessary to meet increased demands placed upon the District as a result of development occurring and anticipated to occur within CFD No. 2. This

authorization to finance the acquisition and construction of the Facilities includes incidental expenses for the Facilities comprising the costs of planning and designing the Facilities, together with the costs of environmental evaluations thereof, and all costs associated with the annexation of territory to CFD No. 2, the issuance of debt (as defined in the Act, "Debt"), the determination of the amount of any special taxes or the collection or payment of any special taxes and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2, together with any other expenses incidental to the acquisition and construction of the Facilities.

Section 5. The Rate and Method of Apportionment (the "RMA") shall be as set forth in Exhibit C, attached hereto and incorporated herein by this reference, which sets forth the rate, method of apportionment and manner of collection of the special tax in sufficient detail to allow each landowner or resident within CFD No. 2 and the territory to be annexed to CFD No. 2 to estimate the maximum amount that such person will have to pay for the acquisition and construction of the Facilities. The Board finds that the RMA does not in any way exceed the description in the Resolution of Intention. If the special mailed-ballot election results in the approval of the ballot measure described herein, then upon recordation of an Amendment to Notice of Special Tax Lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in CFD No. 2 and the territory to be annexed to CFD No. 2, which lien shall continue in force and effect until the special tax obligation is prepaid and/or permanently satisfied and the lien cancelled in accordance with law or until collection of the special tax by the Board ceases and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Act.

Section 6. Except where funds are otherwise available, the special tax, subject to the limits described in the RMA, but otherwise in an amount sufficient to pay for the acquisition and construction of the Facilities, the making of lease payments for Facilities (whether in conjunction with the issuance of certificates of participation or not); including the payment of principal of and interest on debt to be issued to finance the acquisition and construction of the Facilities and including the repayment of funds advanced by the District for CFD No. 2 and including the repayment under any agreement (which shall not constitute a debt or liability of the District) for advances of funds or for the reimbursement for the lesser of the value or cost of work in-kind provided by any person or entity for CFD No. 2, will be levied annually within the boundaries of CFD No. 2.

Section 7. The special tax will be collected through the regular County of Merced secured property tax bills, and will be subject to the same enforcement mechanism, and the same penalties and interest for late payment, as regular *ad valorem* property taxes; however, the Board reserves the right to utilize any other lawful means of billing, collecting and enforcing the special tax, including direct billing, supplemental billing, and when lawfully available, judicial foreclosure of the special tax lien.

Section 8. Pursuant to California Government Code Section 53340.1, the special tax shall be levied on the leasehold or possessory interests in property owned by a public agency (which property is otherwise exempt from the special tax) to be payable by the owner of the leasehold or possessory interests in such property.

Section 9. In the opinion of the Board, the public interest will not be served by allowing the property owners in CFD No. 2 to enter into a contract pursuant to California Government Code Section 53329.5(a) to do the work to be financed under the Act.

Section 10. The District's Superintendent, Assistant Superintendent-Administrative Services, and/or Director of Fiscal Services shall be responsible for annually preparing, or causing to be prepared, the roll of special tax levies on the parcels within CFD No. 2 identified by Merced County Assessor's parcel numbers, and will be responsible for estimating future special tax levies pursuant to California Government Code Section 53340.2.

Section 11. The Clerk of the Board, the Superintendent, Assistant Superintendent-Administrative Services, and the other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things and to execute, deliver, and perform any and all agreements and documents that they deem necessary or advisable in order to effectuate the purposes of this Resolution, including, without limitations, to prepare and record an Amendment to Notice of Special Tax Lien.

Section 12. The Board finds and determines that all proceedings conducted and approved by the Board with respect to the annexation of territory to CFD No. 2, up to and including the adoption of this Resolution, and the other resolutions adopted this date in connection with the annexation of territory to CFD No. 2, are valid and in conformity with the Act, and this determination is final and conclusive for all purposes and is binding upon all persons. Accordingly, the Board finds, determines and orders that the territory is annexed into CFD No. 2 with all of the authorities described and set forth in this Resolution, the exercise of which is subject only to the special election.

Section 13. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was adopted by the Board of Education of Los Banos Unified School District at a meeting of the Board on the 9<sup>th</sup> day of May, 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**  
**ANNEXATION MAP**

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SHEET 1 of 1

ANNEXATION MAP NO. 2 OF  
 COMMUNITY FACILITIES DISTRICT NO. 2  
 (MITIGATION AGREEMENT)  
 OF THE LOS BANOS UNIFIED SCHOOL DISTRICT

MERCED COUNTY  
 STATE OF CALIFORNIA

I, MAURICE S. GRUBER,  
 ASSESSOR OF THE  
 LOS BANOS UNIFIED SCHOOL DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION TO  
 THE LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COUNTY  
 OF ST. PATRICK, 2019, BY ITS RESOLUTION NO. 2019-0014, HELD ON THE 17th DAY  
 OF MAY, 2019.

I, MAURICE S. GRUBER,  
 ASSESSOR OF THE  
 LOS BANOS UNIFIED SCHOOL DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION TO  
 THE LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COUNTY  
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 OF ST. PATRICK, 2019, BY ITS RESOLUTION NO. 2019-0014, HELD ON THE 17th DAY  
 OF MAY, 2019.

I, MAURICE S. GRUBER,  
 ASSESSOR OF THE  
 LOS BANOS UNIFIED SCHOOL DISTRICT

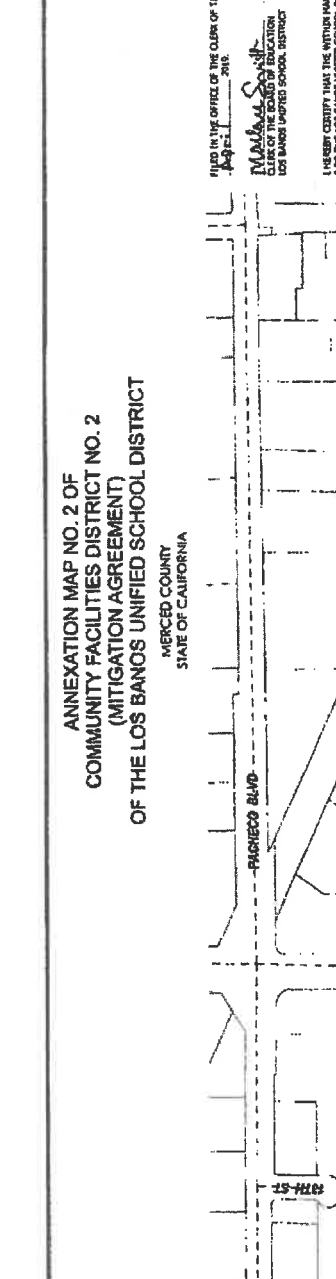
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION TO  
 THE LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COUNTY  
 OF ST. PATRICK, 2019, BY ITS RESOLUTION NO. 2019-0014, HELD ON THE 17th DAY  
 OF MAY, 2019.

I, MAURICE S. GRUBER,  
 ASSESSOR OF THE  
 LOS BANOS UNIFIED SCHOOL DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION TO  
 THE LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COUNTY  
 OF ST. PATRICK, 2019, BY ITS RESOLUTION NO. 2019-0014, HELD ON THE 17th DAY  
 OF MAY, 2019.

I, MAURICE S. GRUBER,  
 ASSESSOR OF THE  
 LOS BANOS UNIFIED SCHOOL DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION TO  
 THE LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 OF THE COUNTY  
 OF ST. PATRICK, 2019, BY ITS RESOLUTION NO. 2019-0014, HELD ON THE 17th DAY  
 OF MAY, 2019.



MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	083-100-005
2	083-100-006

PROPOSED  
 BOUNDARY  
 SURROUNDING  
 PARCELS

①  
 MAP  
 REFERENCE  
 NUMBER

**Koppel & Gruber**  
 a subsidiary of  
 334 1st Ave. One  
 San Marcos, California 92078  
 Phone (760) 510-0290 Fax (760) 510-0298

Date Prepared: FEBRUARY 2019



## EXHIBIT B

### Description of Public School Facilities and Services

The types of facilities and improvements to facilities and services to be financed by CFD No. 2, shall be as follows:

- The acquisition, construction and installation of new school facilities, including portable classroom buildings, together with related site acquisitions, all necessary appurtenances, integrated technology systems, equipment and furnishings therefor.
- The expansion of current school facilities, including portable classroom buildings, together with related site acquisitions, all necessary appurtenances, integrated technology systems, equipment and furnishings therefor.
- The acquisition, construction and installation of support facilities, together with related site acquisitions, all necessary appurtenances, integrated technology systems, equipment and furnishings therefor.

All facilities and equipment financed by CFD No. 2 will have an estimated useful life of five years or longer.

CFD No. 2 shall also finance incidental expenses directly related to acquisition, construction and installation of the aforementioned school facilities, including but not limited to, the cost of planning, engineering, inspecting, and designing the facilities (including the cost of environmental evaluation thereof); costs associated with the creation of CFD No. 2 and annexation of territory into CFD No. 2; issuance of bonds; determination of the amount of taxes and collection and payment thereof; costs otherwise incurred to carry out the authorized purposes of CFD No. 2; and any other expenses incidental to construction, completion and inspection of those facilities.

EXHIBIT C  
RATE AND METHOD OF APPORTIONMENT

**LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2 (MITIGATION AGREEMENT)**

**RATE, METHOD OF APPORTIONMENT,  
AND MANNER OF COLLECTION OF SPECIAL TAX**

---

Special Taxes, determined as shown below, shall be levied each year by the Board of Trustees of the Los Banos Unified School District (the "District") within the boundaries of Community Facilities District No. 2 (Mitigation Agreement) (the "CFD No. 2"):

**I. DEFINITIONS.** The terms hereinafter set forth have the following meanings:

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 and following of the California Government Code.

**"Annual Tax"** or **"Annual Taxes"** means the special tax levied each year against Developed Residential Property.

**"Board"** means the Board of Trustees of the Los Banos Unified School District.

**"Bond(s)"** means bond(s) issued by the District under the Act for CFD No. 2.

**"City"** means the City of Los Banos, California.

**"County"** means the County of Merced, California.

**"Developed Residential Property"** means all Taxable Property (i) that has improvements suitable for residential use, (ii) for which a residential certificate of occupancy has been issued, (iii) where there is a residential use that does not require a building permit, or (iv) that is otherwise used for residential purposes.

**"Fiscal Year"** means the period starting on July 1 and ending on the following June 30.

**"Governmental Property"** means property owned by the state, federal, or local government.

**"Parcel"** means any County Assessor's Parcel in CFD No. 2 whether or not included in the equalized tax rolls of the County as of January 1 preceding the Fiscal Year.

**"Pre-Existing Residential Property"** means any Parcel constituting Taxable Property in CFD No. 2 upon which an occupied Residential Unit is located at the time of the public hearing related to the formation of CFD No. 2. In the event of annexation of property into CFD No. 2, Pre-Existing Residential Property means any Parcel constituting Taxable Property within the

area subject to the annexation upon which an occupied Residential Unit is located at the time of the public hearing date for such annexation.

**“Residential Unit” or “Residential Units”** means any improvement or improvements on a Parcel or portion thereof for residential use or suitable for residential use.

**“Special Tax Rates”** for any Fiscal Year means the amounts of special taxes that may be levied against any Residential Unit in that Fiscal Year.

**“Special Taxes”** means Annual Taxes.

**“Taxable Property”** means all Parcels within the boundaries of CFD No. 2 that are not exempt from the Special Tax.

**“Undeveloped Property”** means all Taxable Property in CFD No. 2 for which no residential use exists and no certificate of occupancy has been issued as of the June 1 immediately preceding the Fiscal Year for which the Annual Special Tax is to be levied.

## **II. ANNUAL TAXES.**

A. Levy and Amount of Annual Tax: Subsequent Adjustment. An Annual Tax shall be levied on each Parcel or portion thereof that is Developed Residential Property as of the June 1 immediately preceding the Fiscal Year for which the Annual Special Tax is to be levied as follows:

1. Single-Family Dwelling: A Parcel on which at least one single-family house is located shall be assessed an Annual Tax of three hundred thirty nine dollars (\$339) per Residential Unit.
2. Mobile Dwelling Units: A Parcel on which a mobile home or mobile homes are located shall be assessed an Annual Tax of three hundred thirty nine dollars (\$339) per mobile home.
3. Multi-Family Dwellings: A Parcel on which a structure that contains more than one Residential Unit is located, including but not limited to an apartment building, a duplex or a halfplex, shall be assessed an Annual Tax of three hundred thirty nine dollars (\$339) per each Residential Unit.

Once a property has been classified as Developed Residential Property, it may not be reclassified as any other property and shall be taxed in the manner set forth above unless taxes are prepaid and fully satisfied for the otherwise applicable remaining term of the tax.

B. Annual Escalation. Each Special Tax Rate described in paragraph A above is subject to annual increase, prior to its application to any specific Parcel or Residential Unit, of the greater of: (1) the change in the Construction Cost Index (CCI) set forth in the Engineering News Record (“ENR”) for the California Region – All Construction (consisting of the total average CCI of the cities of Los Angeles, San Francisco, and any other cities or areas added to the list of ENR California cities) if available; or (2) the rate of increase on the District’s school

impact fee authorized by Government Code Section 65995 to be applied and increased on an annual basis. In the event that the increase is based on Government Code Section 65995, then the annual rate of increase shall be based on the change in the Class B construction cost index, as maintained by the State Allocation Board, for the previous one year period, converted to an annual rate of increase. Once the Special Tax Rate is assigned to any specific Parcel or Residential Unit, the escalation process defined immediately above shall cease and instead, such Special Tax Rate shall be subject to annual increases of not-to-exceed two percent (2.0%), compounded.

C. Collection of Annual Tax.

The Annual Tax shall be collected each year upon the applicable Parcels in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties, procedures, and lien priorities in the case of delinquency as is provided for *ad valorem* taxes. Notwithstanding the above, the District reserves the right to collect the Annual Tax pursuant to any other lawful procedure as determined by the Board.

**III. ANNEXATION PARCELS**

Parcels may be annexed to CFD No. 2 after CFD No. 2 has been formed. In the event a Parcel is annexed to CFD No. 2, the Special Tax shall be assigned using the procedures described herein unless modified by the Board by way of the proceedings of annexation.

**IV. EXEMPT PROPERTY**

A. Governmental Property. Governmental Property will not be taxed, except:

1. In accordance with Government Code Section 53340.1, if the public agency owning Governmental Property, including property held in trust for any beneficiary, grants a leasehold or other possessory interest in the property to a nonexempt person or entity after August 1, 2005, the Special Taxes shall, notwithstanding Government Code Section 53340(c), be levied on the leasehold or possessory interest and shall be payable by the owner of the leasehold or possessory interest.
2. In accordance with Government Code Section 53317.3, if property not otherwise exempt from the Special Taxes levied pursuant to this formula is acquired by a public entity through a negotiated transaction, or by gift or devise, the Special Taxes shall, notwithstanding Government Code Section 53340(c), continue to be levied on the property acquired and shall be enforceable against the public entity that acquired the property.
3. In accordance with Government Code Section 53317.5, if property subject to a Special Tax levied pursuant to this formula is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Taxes shall be treated as if it were a special annual assessment. For this purpose, the present value of the obligation to pay the Special Taxes to pay the principal and interest on any indebtedness incurred by the

District prior to the date of apportionment determined pursuant to Section 5082 of the Revenue and Taxation Code shall be treated the same as a fixed lien special assessment.

- B. Non-Governmental Tax Exempt Uses: Any Parcel that is exempt by law from *ad valorem* taxes will not be taxed except as otherwise provided herein.
- C. Undeveloped Property: Undeveloped Property shall not be subject to the Annual Special Tax.
- D. Pre-Existing Residential Property: Pre-Existing Residential Property shall not be subject to the Annual Special Tax as long as the number of Residential Units on such property existing at the time of the exemption are not increased.

**V. ANNUAL ESTABLISHMENT OF SPECIAL TAX RATES.**

The District shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure that the schedule of the Annual Taxes to be collected is received by the Auditor of the County of Merced for inclusion with billings for such *ad valorem* taxes for the applicable Fiscal Year.

**VI. APPEALS AND INTERPRETATION PROCEDURE.**

Any taxpayer claiming that the amount or application of a Special Tax is in error may file a notice with the District appealing the levy of the Special Tax. The Superintendent or designee will promptly review the appeal and, if necessary, meet with the applicant and decide the appeal. If the findings of the Superintendent or designee verify that the tax should be modified or changed, the Special Tax levy shall be corrected and, if applicable, a refund shall be granted. Any dispute over the decision of the Superintendent or designee shall be referred to the Board and the decision of the Board shall be final.

Interpretations may be made by resolution of the Board for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax Rate, or application of the method of apportionment, or the classification of properties or any definition applicable to the CFD.

**VII. TERM OF COLLECTION OF SPECIAL TAXES.**

Term of Annual Taxes. Annual Taxes shall be levied and collected only so long as they are needed to pay the principal of and interest on debt incurred in order to acquire and/or construct the facilities of the CFD, or so long as they are needed to pay the costs or expenses related to the construction of facilities authorized. However, in no event shall any Developed Residential Property be subject to the Annual Tax for more than thirty (30) years following the date such property is first subject to the payment of such tax.

**VIII. PREPAYMENT OF TAX.**

The Annual Tax applicable to a Taxable Property in CFD No. 2 may be prepaid and the obligation of the Taxable Property to pay any Annual Tax permanently satisfied as described herein. An owner of a Taxable Property intending to prepay the Annual Tax obligation shall provide the District (or its designee) with written notice of intent to prepay and identify the company or agency that will be acting as the escrow agent, if any. The District shall provide such property owner with a statement of the prepayment amount for such Taxable Property within thirty (30) days of the request and may charge a reasonable fee for providing this service. Within the District's sole discretion, prepayment may be required to be made 60 or more days prior to any redemption date for CFD No. 2 Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount (defined below) may be calculated as summarized below:

$P = PVT + \text{Premium} + F$ , where

P = Prepayment Amount  
PVT = Present Value of Special Taxes  
F = Fees

Present Value of Special Taxes (PVT) shall mean the present value of the Annual Tax applicable to the subject lot or parcel in each year remaining until the year ending thirty (30) years after a property is first subject to the Annual Tax using the yield on the Bonds as the discount rate if Bonds have been issued and sold and using a discount rate determined by District Superintendent at the time of prepayment if Bonds have not been issued and sold.

The Annual Tax used in such calculation shall be determined by the classification of parcels shown above.

Premium shall mean, if Bonds have been issued, the bond call costs (not to exceed three percent (3%) of PVT) associated with the redemption of Bonds. If no Bonds have been issued, no premium shall be applied.

Fees shall mean the fees of CFD No. 2, the District, the special tax consultant and any consultants retained by CFD No. 2 in connection with the prepayment calculation, and bond redemption, if any.

In addition, any property owner prepaying its Special Taxes must pay current and any delinquent Special Taxes and penalties prior to prepayment.

**IX. CLAIMS FOR REFUND.**

All claims for refund of Special Taxes collected on behalf of the CFD shall be filed with the Superintendent of the District no later than one year after the date the Special Tax was due and payable to the County or the District as applicable. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the Board as a prerequisite to the

claimant's bringing suit thereon. Pursuant to Government Code Section 935(b), the claim shall be subject to the provisions of Government Code Sections 945.6 and 946.

The Board, acting on its own behalf and on behalf of CFD No. 2, shall act on a timely claim within the time period required by Government Code Section 912.4.

The procedure described above shall be the exclusive claimant procedure for claims seeking a refund of Special Taxes. The decision of the Board in response to the claim for refund of taxes shall be final.



**Board Reference Material**

**SUBJECT TITLE:** **Consideration of Adoption of Resolution Calling Special Mailed-Ballot Election to Submit the Question of Levying a Special Tax Within the Area Proposed to be Annexed to Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement) to the Qualified Electors**

**REQUESTED ACTION:** Adopt Resolution

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board adopt Resolution No. 10-19 (“Resolution”), calling a special mailed-ballot election to submit the question of levying a special tax within the area proposed to be annexed (“Territory”) into its Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”).

**BACKGROUND INFORMATION:**

The District has entered into a mitigation agreement (“Agreement”) with the developer (“Developer”) of certain real property known as Shaunessy Village (“Property”). Pursuant to the Agreement, Developer has agreed to the annexation of the Property into CFD No. 2. Should the District adopt the Resolution Ordering Annexation of the Territory, the Board will then immediately thereafter adopt the Resolution calling the election and naming the Clerk of the Board as the elections official.

Because there are no registered voters in the Territory, the qualified electorate for purposes of the election will be the landowners. In such instances, the landowners can waive certain formalities, time constraints and conduct relating to the election. The single landowner of the Territory has been provided with a waiver to be returned to the District. The landowner’s waiver allows for the election to be called and conducted at the meeting. Therefore, the Board will adopt the Resolution calling the election, in order to continue with the annexation process.

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

This activity directly supports Board Goal Nos. 4 and 5.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

The adoption of the Resolution will allow the District to continue its process for annexation and levying of a special tax, which will bring additional tax revenue for capital facilities improvements.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services

Date: May 9, 2019

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

**RESOLUTION NO. 10-19**

**RESOLUTION CALLING SPECIAL MAILED-BALLOT ELECTION TO SUBMIT THE  
QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE  
ANNEXED TO LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2 (MITIGATION AGREEMENT)  
TO THE QUALIFIED ELECTORS**

**WHEREAS**, pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code (the “Act”), the Board of Education (the “Board”) of Los Banos Unified School District (the “District”), on October 13, 2005, approved Resolution No. 25-05, forming Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”); and

**WHEREAS**, at a special election held on October 13, 2005, the questions of levying a special tax, establishing an appropriations limit and incurring bonded indebtedness with respect to CFD No. 2 were submitted to the qualified electors within CFD No. 2; and

**WHEREAS**, on October 13, 2005, the Board adopted Resolution No. 26-05 determining the results of the special election and finding that more than two-thirds ( $\frac{2}{3}$ ) of all votes cast at the special election were cast in favor of the propositions presented, and such propositions passed; and

**WHEREAS**, the Board on April 1, 2019, adopted Resolution No. 08-19 (the “Resolution of Intention”) declaring its intention to annex certain territory to CFD No. 2 and to levy a special tax within that territory to pay for certain public facilities; and

**WHEREAS**, the territory proposed to be annexed is identified in a map entitled “Annexation Map No. 2 of Community Facilities District No. 2 (Mitigation Agreement) of the Los Banos Unified School District, Merced County, California,” a copy of which was recorded in the office of the Merced County Recorder; and

**WHEREAS**, the Resolution of Intention set a public protest hearing (the “Public Hearing”) to be held on May 9, 2019; and

**WHEREAS**, on May 9, 2019, at the time and place set, the Public Hearing was conducted at which hearing all persons interested, including all taxpayers, property owners and registered voters within CFD No. 2 and the territory proposed to be annexed, were given an opportunity to appear and be heard on the proposed annexation of territory to CFD No. 2 and the levy of special taxes within the territory proposed to be annexed; and

**WHEREAS**, at the close of the Public Hearing, the Board determined that a majority protest under Government Code Section 53324 was not made; and

**WHEREAS**, at the conclusion of the Public Hearing, the Board adopted its Resolution No. 09-19 ordering the annexation of the territory to CFD No. 2 (the “Resolution Ordering Annexation”); and

**WHEREAS**, in order to proceed with the levy of the special tax, as provided by the Resolution Ordering Annexation, the matter must be submitted to an election of the qualified electors of the territory to be annexed to CFD No. 2.; and

**WHEREAS**, the ballot question just described, is provided in the form of special election ballot attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, a Certificate Regarding Registered Voters and Landowners (the “Certificate”) has been filed with the Clerk of the Board and submitted to this Board, certifying that at no time during the ninety days preceding the close of the Public Hearing were there ever twelve or more persons registered to vote within the territory proposed to be annexed to CFD No. 2; and

**WHEREAS**, the Board is fully advised on this matter, and on the basis of the foregoing, the Board has determined to call an election to authorize the annexation of territory to CFD No. 2 and the levying of a special tax therein.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Los Banos Unified School District as follows:

Section 1. The foregoing recitals are true and correct, and the Board so finds and determines.

Section 2. The Board reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. The Board accepts the Certificate heretofore filed in these proceedings and finds, in accordance therewith, that there presently are, and at all times during the ninety days prior to the date of this Resolution there have been, fewer than twelve registered voters residing within the boundaries of the territory proposed to be annexed to CFD No. 2. Accordingly, under Government Code Section 53326(b), the qualified electors for the proposed special election shall be the landowners of the territory proposed to be annexed to CFD No. 2.

Section 4. The Board further finds and determines that the landowners of record owning property in the territory proposed to be annexed to CFD No. 2 (the “Landowners”) are the landowners set forth in the attachment to the Certificate and that the attachment correctly sets forth the amount of property owned by each such Landowner and the number of votes to which each Landowner is entitled pursuant to Government Code Section 53326(b) being the number of acres owned rounded up to the next whole acre.

Section 5. The Board hereby approves the form of “Waiver and Consent Shortening Time Periods and Waiving Various Requirements for Conducting a Mailed-Ballot Election and Appointment of Representative to Act for Property Owner in Voting and Casting Ballot” (the

“Waiver”) by which the time limits, and related requirements respecting the conduct of the election and preparation and distribution of election materials are waived, a copy of which is attached hereto as Exhibit B. The Board hereby finds that the rights, procedures and time periods therein waived are solely for the protection of the voters and may be waived by the voters under Government Code Sections 53326(a) and 53327(b) and other provisions of law, and that the Waiver constitutes a full and knowing waiver, by any voter who has executed the form, of those rights, procedures and time periods.

Section 6. The Board further finds and determines, based on a Certificate of Clerk Regarding Receipt of Property Owner Waiver, Consent and Appointment Forms, provided this date by the Clerk of the Board, than an authorized representative of each Landowner has filed with the Clerk of the Board a properly executed Waiver. The Board therefore is establishing the procedures and time periods for this special mailed-ballot election without regard to statutory schedules.

Section 7. The Board hereby finds and determines that written protests to the proposed annexation of territory to CFD No. 2 and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the Board hereby further orders and determines that all such protests are hereby overruled.

Section 8. The Board finds and determines that all prior proceedings had and taken by the Board with respect to the annexation of territory to CFD No. 2 are valid and in conformity with the requirements of the Act.

Section 9. The Board hereby calls and orders a special election, to be held and conducted forthwith upon adoption of this Resolution, and sets Thursday, May 9, 2019 as the election date (“Election Day”). The election shall be conducted by mailed ballot; provided that personal service of the respective ballots to authorized representatives of each Landowner is permitted under the terms of the Waiver on file with the Clerk of the Board and shall therefore be permitted. The Clerk of the Board is hereby directed to either mail or make personal service of the ballots, in the form of the attached Exhibit A, to each Landowner or, if one has been appointed, to the Landowner’s authorized representative.

Section 10. The proposition to be submitted to the qualified electors of the territory to be annexed to CFD No. 2 shall be as set forth in the form of special election ballot attached hereto as Exhibit A.

Section 11. The Clerk of the Board is hereby designated as the official to conduct the special mailed-ballot election pursuant to the Act, other provisions of law, and the following provisions:

(a) The special election shall be held and conducted, and the votes canvassed and the returns made, and the results determined, as provided herein; and in all particulars not prescribed by this Resolution the special election shall be held and conducted and the votes received and canvassed in the manner provided by law for the holding of special elections consistent with the Act.

(b) All Landowners within the territory to be annexed to CFD No. 2 as of the close of the Public Hearing shall be qualified to vote upon the proposition to be submitted at the special election.

(c) The special election shall be conducted as a mailed ballot election, and there shall be no polling places for the special election. All ballots shall be delivered by the Clerk of the Board to the Landowners, and all voted ballots are required to be received by the Clerk of the Board no later than 7:00 p.m. on Election Day in order to be counted. If at any time, however, the Clerk of the Board determines that all votes have been cast, the Clerk of the Board shall declare the election closed.

(d) Each voter desiring to vote in favor of the proposition to be submitted at the special election shall mark a cross (+) or similar mark in the voting target after the word "Yes" on the ballot to the right of the proposition; and each voter desiring to vote against the proposition shall mark a cross (+) or similar mark in the voting target after the word "No" on the ballot to the right of the proposition. The cross (+) or similar mark may be marked with either pen or pencil.

(e) The Clerk of the Board shall commence the canvass of the returns of the special election at the conclusion of the Public Hearing on Thursday, May 9, 2019, at the meeting place of the Board at 520 J Street, Los Banos, California 93635, and shall canvass the returns of the election, and report the returns to the Board.

(f) The Board may thereupon immediately declare the results of the special election, and shall cause to be spread upon its minutes a statement of the results of the special election as ascertained by said canvass.

Section 12. The Clerk of the Board, the Superintendent, Assistant Superintendent-Administrative Services, and the other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things and to execute, deliver, and perform any and all agreements and documents that they deem necessary or advisable in order to effectuate the purposes of this Resolution, including, without limitations, to prepare and file an Amendment to Notice of Special Tax Lien.

Section 13. This Resolution shall take effect immediately upon its passage.

\*\*\*\*\*

The foregoing Resolution was adopted by the Board of Education of the Los Banos Unified School District at a meeting of the Board on the 9<sup>th</sup> day of May, 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**  
FORM OF BALLOT

LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2 (MITIGATION AGREEMENT)  
MERCED COUNTY, CALIFORNIA

**SPECIAL ELECTION BALLOT**

(Mailed-Ballot Election)

This ballot is for the use of the authorized representative of the following owner of land proposed to be annexed into Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”):

<b>Name of Landowner</b>	<b>Number of Acres Owned</b>	<b>Total Votes</b>
Biltmore Financial LLC	31.90	32

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the Governing Board (“Board”) of the Los Banos Unified School District (“District”), the above-named landowner, is entitled to cast the number of votes shown above under the heading “Total Votes,” representing the total votes for the property owned by the landowner.

In order to be counted, this ballot must be executed and certified below and be returned to the Clerk of the Board, by mail or in person, at 1717 S. 11th Street, Los Banos, California 93635 prior to 7:00 p.m. on May 9, 2019, which is the time and date of the meeting of the Board to be held at 520 J Street, Los Banos, California 93635.

Mailing by that date will not be sufficient. This ballot must be received by the time stated in order to be counted.

[BALLOT ON NEXT PAGE]



A "+" or Other Mark Will Cast All Votes Assigned To This Ballot

BALLOT MEASURE

Shall the Board of Education of the Los Banos Unified School District, by and through its Community Facilities District No. 2 (Mitigation Agreement) ("CFD No. 2"), be authorized to order the annexation of the property described in the Board of Education's Resolution of Intention to Annex (Resolution No. 08-19) to its CFD No. 2 and be authorized to levy an annual special tax on said property to finance the public school facilities and services as specified in its resolutions pertaining thereto?

MARK "YES" OR "NO" WITH "+"	
<u>YES</u>	<input type="checkbox"/>
<u>NO</u>	<input type="checkbox"/>

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_.

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

Printed Name: \_\_\_\_\_

EXHIBIT B  
FORM WAIVER, CONSENT AND APPOINTMENT

**WAIVER AND CONSENT  
SHORTENING TIME PERIODS AND WAIVING VARIOUS  
REQUIREMENTS FOR CONDUCTING A MAILED-BALLOT ELECTION  
AND APPOINTMENT OF REPRESENTATIVE TO ACT FOR PROPERTY OWNER  
IN VOTING AND CASTING BALLOT**

**COMMUNITY FACILITIES DISTRICT NO. 2 (MITIGATION AGREEMENT)  
LOS BANOS UNIFIED SCHOOL DISTRICT  
MERCED COUNTY, CALIFORNIA**

I (the “Undersigned”) am the \_\_\_\_\_ of Biltmore Financial LLC, the owner of the real property listed below by Assessor’s Parcel Number (“APN”), which the Los Banos Unified School District (the “District”) intends to annex into the Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement), Merced County, California (the “CFD”). The APNs are: 083-100-005 and 083-100-006 (the “Property”).

The Undersigned is authorized to execute contracts on behalf of the above-referenced owner, and is authorized to execute this Waiver, Consent and Appointment on behalf of the above-referenced owner.

Pursuant to California Government Code Sections 53326 and 53327, any time limit or requirement pertaining to the conduct of a landowner election held under the authority of the Mello-Roos Community Facilities Act of 1982, commencing with California Government Code Section 53311, *et seq.* (the “Act”), may be waived with the unanimous consent of the qualified electors. The Undersigned understands that a special mailed-ballot, landowner election will be held to approve the District’s annexation of the Property into the CFD, and to levy an annual special tax on said Property. The Undersigned, on behalf of the above-referenced owner, requests that the election be conducted at the earliest possible date. The Undersigned is the person legally entitled and authorized to case the ballot attributable to the Property in the landowner, mailed-ballot election.

The Undersigned, on behalf of the above-referenced landowner, hereby expressly waives any and all minimum time periods and/or time limits relative to the election pursuant to California Government Code Section 53326, the California Elections Code, and elsewhere.

The Undersigned, on behalf of the above-referenced landowner, hereby expressly waives any and all requirements for the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, and rebuttals, under the authority of Government Code Section 53327.

The Undersigned, on behalf of the above-referenced landowner, hereby expressly waives any and all requirements to publish notice of the election under Government Code Section 53352, and elsewhere.

The Undersigned, on behalf of the above-referenced landowner, hereby expressly waives the requirements regarding the time and any requirement to mail ballots to the qualified electors under Elections Code Section 4101, and expressly consents that either mailed service or personal service of the ballot will be sufficient, and that the results of the election be canvassed and reported at the same meeting of the District's Governing Board as the public hearing on annexation of the Property.

The Undersigned, on behalf of the above-referenced owner, hereby expressly waives any and all requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5, and expressly waives any requirements as to the form of the ballot, under the Government Code, Elections Code, or elsewhere.

The Undersigned, on behalf of the above-referenced owner, expressly waives any and all defects in notice or procedure in the conduct of the election, whether known or unknown (except the right to vote and to have the ballots fairly counted), and states that the election is being expedited, pursuant to this Waiver, Consent and Appointment, at the particular instance and request of the Undersigned, and acknowledges that the annexation is valid and shall not be affected by any such error, irregularity or departure.

The Undersigned, on behalf of the above-referenced owner, hereby consents to the election officer unsealing the ballot prior to the adoption of the resolution calling the election and waives any rights it may have under the Government Code and Elections Code related to concealment of the ballot.

The Undersigned, on behalf of the above-referenced owner, hereby consents to the levy and collection of the special tax on the Property and hereby waives any and all rights to challenge the inclusion of the Property in the CFD and any and all proceedings related thereto.

Finally, the Undersigned hereby authorizes \_\_\_\_\_ (if the Undersigned will cast the ballot, enter "N/A") to act in all respects for the Property and for the above-referenced owner in casting the votes and executing the ballot assigned to the Property.

The Undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Waiver, Consent and Appointment is signed by the Undersigned on the date below.

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

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

Printed Name: \_\_\_\_\_

**Consent to Waiver**

By: \_\_\_\_\_  
Elections Official

[ATTACH NOTARY ACKNOWLEDGMENT]

**Board Reference Material**

**SUBJECT TITLE:** **Consideration of Adoption of Resolution Declaring Results of Special Mailed-Ballot Election Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement)**

**REQUESTED ACTION:** Adopt Resolution

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board adopt Resolution No. 11-19 (“Resolution”), declaring the results of the special mailed-ballot election regarding annexation of territory (“Territory”) into its Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”).

**BACKGROUND INFORMATION:**

The District has entered into a mitigation agreement (“Agreement”) with the developer (“Developer”) of certain real property known as Shaunessy Village (“Property”). Pursuant to the Agreement, Developer has agreed to the annexation of the Property into CFD No. 2. In order to continue with the annexation process, and after calling and conducting the election, and assuming that the election returns favor the annexation, the Board will adopt the Resolution, declaring the results of the election.

As this is a landowner election, and there is only one landowner of the Territory, there will be only one ballot.

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

This activity directly supports Board Goal Nos. 4 and 5.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

The adoption of the Resolution will allow the District to continue its process for annexation and levying of a special tax, which will bring additional tax revenue for capital facilities improvements.

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**ORIGINATOR:** Don Laursen, Assistant Superintendent-Administrative Services

**Date:** May 9, 2019

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

**RESOLUTION NO. 11-19**

**RESOLUTION DECLARING RESULTS OF SPECIAL MAILED-BALLOT ELECTION  
LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2 (MITIGATION AGREEMENT)**

**WHEREAS**, the Board of Education (the “Board”) of Los Banos Unified School District (the “District”) has conducted proceedings under and pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code (the “Act”), to annex territory to Los Banos Unified School District Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”), and to authorize a special tax to finance the acquisition and construction of certain public school facilities, all as set forth in the Board’s Resolution No. 09-19 (“Resolution Ordering Annexation”); and

**WHEREAS**, in order to confer upon the Board the authority contained in the Resolution Ordering Annexation, a two-thirds approving vote by the qualified electors within the territory to be annexed to CFD No. 2 is required; and

**WHEREAS**, a special mailed-ballot election has been conducted pursuant to the Board’s Resolution No 10-19, to which reference is made for further particulars; and

**WHEREAS**, a Certificate of Clerk Regarding Preparation and Distribution of Ballots, Receipt of Executed Ballots, and Declaring the Election Results (the “Certificate of Election Results”), dated May 9, 2019, executed by the Clerk of the Board, has been filed with the Board; and

**WHEREAS**, the Board is fully advised on this matter, and has received, reviewed and hereby accepts the Clerk’s Certificate of Election Results and wishes by this Resolution to declare the results of the special mailed-ballot election; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Los Banos Unified School District as follows:

Section 1. The foregoing recitals are true and correct, and the Board so finds and determines.

Section 2. The canvass by the Clerk of the Board, as shown by the Certificate of Election Results is hereby ratified, confirmed, approved and entered upon the minutes of this meeting.

Section 3. The Board hereby finds and determines and declares that the ballot measure submitted to the qualified electors has been passed and approved by those qualified electors in accordance with California Government Code Section 53328.

Section 4. The Board hereby authorizes and directs the Clerk of the Board to cause the preparation and recordation with the Merced County Recorder of a notice of amendment to special tax lien in accordance with the provisions of California Streets and Highways Code Section 3114.5 and California Government Code Section 53328.3. The notice shall be recorded in the Merced County Recorder's office within fifteen days of the date of this Resolution.

Section 5. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was adopted by the Board of Education of Los Banos Unified School District at a meeting of the Board on the 9<sup>th</sup> day of May, 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



**Board Reference Material**

**SUBJECT TITLE:** Award Recommendation – Volta Elementary School Modularity Project

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information         

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**RECOMMENDATION:**

Having considered the bids received for the Volta Elementary School Modularity Project on April 25, 2019, it is recommended that: the Board deem Alameda Construction’s failure to provide the Fingerprinting Notice and Acknowledgement to be an immaterial irregularity that is waived; the contract be awarded to Alameda Construction; and the Superintendent or Designee be authorized to sign contract documents and issue the Notice to Proceed.

**BACKGROUND INFORMATION:**

The bid process for the Volta Elementary School Modularity Project is complete and the bid results are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Alameda Construction	\$331,655
Barham, Inc. dba BZ Construction	\$345,675
Schreder & Brandt Mfg, Inc.	\$361,000
Taylor Backhoe Service, Inc.	\$365,800
Todd D. Phillips, Inc. dba Buildings Unlimited	\$387,219

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

This activity directly supports Board Goal #5.

**ALTERNATIVE/IDENTIFIED OPPOSITION:**

None.

**SPECIFIC FINANCIAL IMPACT:**

Paid from the Developer Fee Fund #25.

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ORIGINATOR: Don Laursen - Assistant Superintendent, Administrative Services  
DATE: May 9, 2019

**Site Contractor**  
**BID FORM**

**LOS BANOS UNIFIED SCHOOL DISTRICT**  
**VOLTA ELEMENTARY SCHOOL**  
**MODULAR CLASSROOM BUILDINGS AND ASSOCIATED SITE WORK**

Los Banos Unified School District  
ATTN: Don Laursen  
1717 South 11th Street  
Los Banos, CA 93635

Dear Board Members:

The undersigned doing business under the firm name of:

Alameda Construction

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

***LOS BANOS UNIFIED SCHOOL DISTRICT***  
***VOLTA ELEMENTARY SCHOOL***  
***MODULAR CLASSROOM BUILDINGS AND ASSOCIATED SITE WORK***

**VOLTA ELEMENTARY SCHOOL**  
24307 Ingomar Grade, Los Banos, CA 93635

prepared by:

***TETER, LLP***  
***7535 NORTH PALM AVE., SUITE 201***  
***FRESNO, CALIFORNIA 93711***  
***PHONE: (559) 437-0887***

**VOLTA ELEMENTARY SCHOOL MODULAR CLASSROOM BUILDINGS AND ASSOCIATED SITE WORK BASE BID AMOUNT:** Lump sum Base bid for this project is for the project to be completed in accordance with architectural drawings and specs, contract documents, including all costs to the school district including, but not limited to, materials, labor, tools, insurance, cleanup, and warranties, shall be

\_\_\_\_\_ Dollars

(\$ 331,455.00)

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Mailed: Alameda Construction, P.O. Box 111, Turlock, CA 95381-0111

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Our Public Liability and Property Damage Insurance is placed with:

Financial Insurance Company

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Our Workers' Compensation Insurance is placed with:

State Fund Worker's Compensation Insurance

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Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

VOLTA ELEMENTARY SCHOOL MODULAR CLASSROOM BUILDINGS AND ASSOCIATED SITE WORK:

Addendum No. 1 Date 04/19/19 Addendum No. 3 Date 04/22/19  
Addendum No. 2 Date 04/22/19 Addendum No. 4 Date 04/23/19

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by

a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : Dwayne Alameda  
Title: Owner  
Name of Company as Licensed: Alameda Construction  
Business Address: P.O. Box 111, Turlock, CA 95381-0111  
  
Telephone Number: 209.667.4864  
California Contractor License No.: 547171  
Class and Expiration Date: November 30, 2020  
State of Incorporation, if Applicable:

( ) Evidence of authority to bind corporation is attached.

Dated: April 25, 2019

Signed: 

## Board Reference Material

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

**REQUESTED ACTION:**    Declare Intent to Adopt

                                 Action   X  

                                 Discussion/Information       

**RECOMMENDATION:**

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

- AR 1340 Access to District Records, Community Relations
- BP 5117 Interdistrict Attendance, Students
- AR 5117 Interdistrict Attendance, Students
- AR 5125.2 Withholding Grades, Diploma or Transcripts, Students
- BP 5127 Graduation Ceremonies and Activites, Students
- AR 6174 Education for English Language Learners, Instruction
- BP 6174 Education for English Learners, Instruction

**BACKGROUND INFORMATION:**

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

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

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

**SPECIFIC FINANCIAL IMPACT:**

None.

ORIGINATOR: Dr. Mark Marshall, Superintendent

DATE: May 9, 2019

# Los Banos USD

## Administrative Regulation

### Access To District Records

AR 1340

#### Community Relations

#### Definitions

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

(cf. 3580 - District Records)

(cf. 9012 - Board Member Electronic Communications)

Writing means any handwriting, typewriting, printing, photostating, photographing, **photocopying**, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

~~A member of the public includes~~ **means** any person, except a member, agent, officer, or employee of the district **or a federal, state, or other local agency** acting within the scope of ~~his/her office or employment.~~ **of such membership, agency, office, or employment.**  
(Government Code 6252) ~~Governing Board members shall have the ability to access public records permitted by law in the administration of their duties. Notwithstanding, members of the Board are entitled to access to district public records on the same basis as any other person.~~  
(Government Code ~~6252, 6252.5~~)

#### Public Records

**Public Records** to which **members of** the public shall have access include, but are not limited to:

1. Proposed and approved budgets and annual auditS of the district (Government Code 6252; Education Code 41020, 42103)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

2. Statistical compilations (Government Code 6252)

3. Reports and memoranda (~~Government Code 6252~~)
4. Notices and bulletins (~~Government Code 6252~~)
5. Minutes of public meetings (~~Government Education Code 625235145~~)

(cf. 9324 - Minutes and Recordings)

6. Meeting agendas (~~Government Code 6252, 54957.5~~)

(cf. 9322 - Agenda/Meeting Materials)

7. Official communications between governmental branches (~~Government Code 6252~~)  
**agencies**

8. **District and School-based program plans and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law**  
(~~Education Code 52850~~)

(~~cf. 0420.1—School Based Program Coordination~~)

**(cf. 0400 - Comprehensive Plans)**

**(cf. 0420 - School Plans/Site Councils)**

**(cf. 0440 - District Technology Plan)**

**(cf. 0450 - Comprehensive Safety Plan)**

**(cf. 0460 - Local Control and Accountability Plan)**

**(cf. 3516 - Emergencies and Disaster Preparedness Plan)**

**(cf. 3543 - Transportation Safety and Emergencies)**

**(cf. 7110 - Facilities Master Plan)**

9. ~~Information and data relevant to the evaluation and modification of district plans~~

(~~cf. 0420—School Plans/Site Councils~~)

(~~cf. 0440—District Technology Plan~~)

(~~cf. 0450—Comprehensive Safety Plan~~)

(~~cf. 0520.2—Title I Program Improvement Schools~~)

(~~cf. 0520.3—Title I Program Improvement Districts~~)

**Initial proposals of exclusive employee representatives and of the district**  
**(Government Code 3547)**

**(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)**

10. ~~Initial proposals of exclusive employee representatives and of the district—(Government Code 3547)~~

**Records pertaining to claims and litigation against the district which have been**

adjudicated or settled (Government Code 6254, 6254.25)

(cf. 3320 - Claims and Actions Against the District)

(cf. 4143.1/4243.1—Public Notice—Personnel Negotiations)

11. ~~Tort claims filed against the district and records pertaining to pending litigation which predate the filing of the litigation, unless protected by some other provision of law (Government Code 6254.25; Fairley v. Superior Court, 71 Ops.Cal.Atty.Gen. 235 (1988))~~

(cf. 3320—Claims and Actions Against the District)

**Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)**

(cf. 9270 - Conflict of Interest)

12. ~~Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)~~

(cf. 9270—Conflict of Interest)

**Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)**

(cf. 9270 - Conflict of Interest)

13. ~~Contracts of e~~ **Employment contracts** and settlement agreements (Government Code 53262)

(cf. 2121 - Superintendent's Contract)

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

(cf. 4141/4241 - Collective Bargaining Agreement)

~~The Superintendent or designee shall ensure that any record containing personal information is redacted to ensure that such information, including, but not limited to, an employee's home address or social security number, is not disclosed to the public.—~~

14. **Instructional materials including, but not limited to, textbooks (Education Code 49091.10)**

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

**Access to public records of the district shall be granted to Governing Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code**



6252.5, 6252.7)

**When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)**

#### Confidential Public Records

**Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed to federal government authorities. (Education Code 234.7; Government Code 8310.3)**

**(cf. 5145.13 - Response to Immigration Enforcement)**

Records to which the **members** of general public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, ~~interdistrict and interagency~~ or intradistrict memoranda ~~which~~ **that** are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 6254)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 9011 - Disclosure of Confidential/Privileged Information)

2. Records specifically **generated in connection with or prepared for use in** litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act ~~are confidential~~, until the ~~pending~~ litigation or claim has been finally adjudicated or otherwise settled, **or beyond, unless if** the records are protected by some other provision of law (Government Code 6254, 6254.25; ~~Fairley v. Superior Court; 71 Ops. Cal. Atty. Gen. 235 (1988)~~)

3. Personnel records, medical records, ~~student records~~, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 6254)

~~(cf. 4112.6/4212.6/4312.6 - Personnel Files)~~

~~(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)~~

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

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

**(cf. 4112.5/4212.5/4312.5) - Criminal Record Check)**

**(cf. 4112.6/4212.6/4312.6 - Personnel Files)**

The home addresses, ~~and~~ home telephone numbers, **personal cell phone numbers, or birth date** of employees may be disclosed only as follows: (Government Code 6254.3)

a. To an agent or a family member of the ~~individual to whom the information pertains~~ **employee**

b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties

c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, ~~unless the~~ **except that the home address and any telephone number for an employee who performs law enforcement-related functions or requests in writing that the information not be disclosed, or the birth date of any employee, shall not be disclosed**

Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the district shall remove this information from any mailing list of the district except a list used exclusively to contact the employee.

**(cf. 4140/4240/4340 - Bargaining Units)**

d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

**(cf. 4154/4254/4354 - Health and Welfare Benefits)**

4. ~~Test questions, scoring keys, and other examination data except as provided by law—~~  
(Government Code 6254)

~~(cf. 6162.51—Standardized Testing and Reporting Program)~~

~~(cf. 6162.52—High School Exit Examination)~~

**Student records, except directory information and other records to the extent permitted under the law, when disclosure is authorized by law**

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

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

**(cf. 5125.3 - Challenging Student Records)**

5. ~~Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 6254)~~

Test questions, scoring keys, and other examination data except as provided by law (Government Code 6254)

(cf. 6162.51 - State Academic Achievement Tests)

~~6. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information~~ **Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained** (Government Code 6254)

~~7. Library circulation records kept for the purpose of identifying the borrower of items available in the library~~ **Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in an unfair competitive disadvantage to the person supplying the information** (Government Code 6254)

(cf. 6163.1 - Library Media Centers)

~~8. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege~~ (Government Code 6254)

(cf. 9124 - Attorney)

**Library circulation and patron use records of a borrower or patron including, but not limited to, name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to persons acting within the scope of their duties in the administration of the library, to persons authorized in writing by the individual to whom the records pertain, or by court order** (Government Code 6254, 6267)

(cf. 6163.1 - Library Media Centers)

~~9. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session~~ **Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege** (Government Code 6254)

(cf. 9124 - Attorney)

~~(cf. 3516—Emergencies and Disaster Preparedness Plan)~~

10. ~~Recall petitions or petitions for the reorganization of school districts—(Government Code 6253.5)~~

**Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 6254)**

11. ~~Minutes of Board meetings held in closed session—(Government Code 54957.2)~~

~~(cf. 9321—Closed Session Purposes and Agendas)~~

**Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 6253.5)**

**(cf. 9223 - Filling Vacancies)**

12. ~~Computer software developed by the district—(Government Code 6254.9)~~  
**Minutes of Board meetings held in closed session (Government Code 54957.2)**

**(cf. 9321 - Closed Session Purposes and Agendas)**

13. ~~Written instructional textbooks or other materials which, when providing a copy, would infringe a copyright or would constitute an unreasonable burden on the operation of the district (65 Ops.Cal.Atty.Gen. 186 (1981))~~

~~(cf. 5020—Parent Rights and Responsibilities)~~

**Computer software developed by the district (Government Code 6254.9)**

14. ~~Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)~~

~~(cf. 5141.6—School Health Services)~~

**Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system (Government Code 6254.19)**

15. ~~Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes~~

**Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)**

**(cf. 5141.6 - School Health Services)**

16. ~~Records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record (Government Code 6255)~~

**Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes**

17. **Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)**

#### Inspection of Records and Requests for Copies

~~Every~~ **Any** person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. (Government Code 6253)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of his/her determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request
4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made

available. (Government Code 6253)

Public records are open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by ~~every~~ **any** person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

**In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)**

If any person requests a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals
2. The request would require data compilation, extraction, or programming to produce the record

#### Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, ~~he/she~~ **the requester** shall **be assisted** ~~the requester~~ in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the

Superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist

3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the Public Records Act shall not be construed so as to delay ~~access for purposes of inspecting records open to the public.~~ **obstruct the inspection or copying of public records.** Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)

Regulation      LOS BANOS UNIFIED SCHOOL DISTRICT  
approved:      October 3, 1996      Los Banos, California  
revised:        June 11, 2009  
**revised:        May 9, 2019**

# Los Banos USD

## Board Policy

### Interdistrict Attendance

BP 5117

#### Students

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

(cf. 5111.1 - District Residency)

(cf. 5116.1 - Intradistrict Open Enrollment)

~~(cf. 5118 - Open Enrollment Act Transfers)~~

#### Interdistrict Attendance **Agreements and Permits**

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

~~(cf. 3460 - Financial Reports and Accountability)~~

#### Transportation

The district shall not provide transportation beyond any school attendance area. Upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for an interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends if space is available.

Legal Reference:  
EDUCATION CODE



41020 Annual district audits  
46600-46611 Interdistrict attendance agreements  
48204 Residency requirements for school attendance  
48300- 48317 Student attendance alternatives, school district of choice program  
~~48350-48361 Open Enrollment Act~~  
48900 Grounds for suspension or expulsion; definition of bullying  
48915 Expulsion; particular circumstances  
48915.1 Expelled individuals: enrollment in another district  
48918 Rules governing expulsion procedures  
48980 Notice at beginning of term  
**48985 Notices to parents in language other than English**  
52317 Regional occupational center/program, enrollment of students, interdistrict attendance

CALIFORNIA CONSTITUTION

Article 1, Section 31 Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 132 (2004)

84 Ops.Cal.Atty.Gen. 198 (2001)

COURT DECISIONS

Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4th 234

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

WEB SITES

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

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

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: December 14, 2017 Los Banos, California

revised: **May 9, 2019**

# **Los Banos USD**

## **Administrative Regulation**

### **Interdistrict Attendance**

AR 5117  
**Students**

#### **Interdistrict Attendance Agreements and Permits**

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's ~~attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.~~ **of either district to enroll in the other district may be issued upon approval of both districts.**

**The district shall post on its web site the procedures and timelines for requesting an interdistrict transfer permit, including a link to BP 5117 - Interdistrict Attendance. The posted information shall include, but is not limited to: (Education Code 46600.1, 46600.2)**

- 1. The date upon which the district will begin accepting and processing interdistrict transfer requests for the following school year**
- 2. The reasons for which the district may approve or deny a request, and any information or documents that must be submitted as supporting evidence**
- 3. If applicable, the process and timelines by which a denial of a request may be appealed within the district before the district renders a final decision**
- 4. A statement that failure of a parent/guardian to meet any timelines established by the district shall be deemed an abandonment of the request**
- 5. Applicable timelines for processing a request, including the following statements:**
  - a. For an interdistrict transfer request received by the district 15 or fewer calendar days before the commencement of instruction in the school year for which the transfer is sought, the district will notify the parent/guardian of its final decision within 30 calendar days from the date the request was received.**
  - b. For an interdistrict transfer request received by the district more than 15 days before the commencement of instruction in the school year for which the interdistrict transfer is sought, the district will notify the parent/guardian of its final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction in the school year for which transfer is sought.**
- 6. The conditions under which an existing interdistrict transfer permit may be revoked**

**or rescinded**

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

~~1. When the student~~ **Priority for interdistrict attendance shall be given to a student who** has been determined by staff of either the district of residence or district of proposed attendance **enrollment** to be a victim of an act of bullying as defined in Education Code 48900(r). ~~Such a student shall be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. ), committed by a student of the district of residence~~ (Education Code 46600)

(cf. 5131.2 - Bullying)

**In addition, the Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:**

~~2. 1. To meet the child care needs of the student.—Such a student may be allowed to continue to attend district schools only as long as he/she continues to use a~~ **only as long as the student's** child care provider **remains** within district boundaries.

(cf. 5148 - Child Care and Development)

~~3. 2. To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel~~

(cf. 6159 - Individualized Education Program)

~~4. 3. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance.~~

~~5. 4. To allow the student to complete a school year when his/her~~ **the student's** parents/guardians have moved out of the district during that year.

~~6. 5. To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school.~~

~~7. 6. To allow a high school senior to attend the same school he/she attended as a junior, even if his/her~~ **the student's** family moved out of the district during the junior year.

~~8. 7. When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the district.~~

~~9. 8. When the student will be living out of the district for one year or less.~~

10. 9. When recommended by the school attendance review board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

11. 10. When there is valid interest in a particular educational program not offered in the district of residence.

12. 11. To provide a change in school environment for reasons of personal and social adjustment.

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district ~~may~~ **shall** not deny ~~him/her~~ continued attendance because of overcrowded facilities at the relevant grade level.

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

~~Within 30 calendar days of a request for an interdistrict permit, If the transfer request is for a school year that begins within 15 calendar days of the receipt of the request, the Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601) of the final decision within 30 calendar days of receiving the request. If the transfer request is for a school year that begins more than 15 calendar days after the receipt of the request, the parent/guardian shall be notified of the final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction during that school year. (Education Code 46600.2)~~

**If a student's interdistrict transfer request is denied, the Superintendent or designee shall, in writing, notify the parents/guardians of their right to appeal to the County Board of Education within 30 calendar days from the date of the final denial. (Education Code 46600.2)**

(cf. 5145.6 - Parental Notifications)

**All notices to parents/guardians regarding the district's decision on any request for interdistrict transfer shall conform to the translation requirements of Education Code 48985, and may be provided by regular mail, electronic format if the parent/guardian provides an email address, or by any other method normally used to communicate with parents/guardians in writing. (Education Code 46600.2)**

Pending a decision by the two districts or an appeal by the County Board **on appeal**, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months **provided the district is the district of proposed enrollment. If the decision has not been rendered by the conclusion of two school months and the districts or County Board is still operating within the prescribed timelines, the student shall not be allowed to continue attending the district school to which the student was provisionally admitted.** (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or ~~decisions~~ **rescissions** while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

(cf. 5119 - Students Expelled from Other Districts)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Once a student is admitted to a school on the basis of an interdistrict attendance permit, ~~he/she~~ **the student** shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school ~~in which he/she is enrolled~~ **of enrollment**, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. Existing interdistrict attendance permits shall not be rescinded ~~for students entering grade 11 or 12~~ **after June 30 following a student's completion of grade 10 or for any student entering grade 11 or 12** in the subsequent school year. (Education Code 46600)

Regulation      LOS BANOS UNIFIED SCHOOL DISTRICT  
approved:      December 14, 2017    Los Banos, California  
revised:        May 9, 2019

# Los Banos USD

## Administrative Regulation

### Withholding Grades, Diploma Or Transcripts

AR 5125.2

#### Students

When a minor student willfully cuts, defaces, or otherwise injures real or personal property of the district or **willfully** does not return district property that has been loaned to ~~him/her~~ **the student upon demand of a district employee**, the student's parents/guardians may be required to pay the costs of all damages within the limits established pursuant to Education Code 48904. Until the student's parents/guardians have paid for the damages **or the student has completed voluntary work or other nonmonetary alternative offered by the district in lieu of monetary damages**, the Superintendent or designee may withhold the student's grades, diploma, and/or transcripts. (Education Code 48904, **49014**)

(cf. 3515.4 - Recovery for Property Loss or Damage)  
(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 5125 - Student Records)  
(cf. 5131.5 - Vandalism and Graffiti)  
(cf. 6161.2 - Damaged or Lost Instructional Materials)

**This administrative regulation shall not apply to a student who is a current or former homeless or foster youth. (Education Code 49014)**

Before withholding the student's grades, diploma, and/or transcripts, the Superintendent or designee shall inform the student's parents/guardians in writing of the student's alleged misconduct. (Education Code 48904)

(cf. 5145.6 - Parental Notifications)

The student shall be afforded due process consistent with procedures established for the expulsion of students. (Education Code 48904)

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

~~If the student and parents/guardians are unable to pay for the damages or return the property, the Superintendent or designee shall provide a program of voluntary work for the student in lieu of monetary damages. Upon completion of the voluntary work, the student's grades, diploma, and/or transcripts shall be released. (Education Code 48904)~~

When a student who is transferring into the district has had ~~his/her~~ grades, diploma, and/or transcripts withheld by the previous district, the Superintendent or designee shall continue to withhold the student's grades, diploma, and/or transcripts until notified by the previous district

that the decision to withhold has been rescinded. (Education Code 48904.3)

Upon receiving notice that a student whose grades, diploma, and/or transcripts have been withheld by the district has transferred to another district in California, the Superintendent or designee shall provide the student's records to the new district and notify the new district that the student's grades, diploma, and/or transcripts are being withheld from the student and parents/guardians pursuant to Education Code 48904.

The Superintendent or designee shall also notify the student's parents/guardians in writing that the decision to withhold the student's grades, diploma, and/or transcripts will be enforced by the new district. (Education Code 48904.3)

Legal Reference:

EDUCATION CODE

48904 Liability of parent

48904.3 Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold

48911 Suspension by principal, designee or superintendent

**49014 Public School Fair Debt Collection Act**

49069 Absolute right to access

Regulation      LOS BANOS UNIFIED SCHOOL DISTRICT  
approved:      May 8, 1997    Los Banos, California  
revised:        May 10, 2018  
**revised:        May 9, 2019**

# Los Banos USD

## Board Policy

### Graduation Ceremonies And Activities

BP 5127

#### Students

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

~~(cf. 6162.52 - High School Exit Examination)~~

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

**At the discretion of the Superintendent or designee, a student who will complete graduation requirements during the summer may be allowed to participate in graduation exercises without receiving a diploma. When the requirements have been satisfied, a diploma shall be sent to the student.**

High school students who have passed a **high school equivalency test** or the California High School Proficiency Examination ~~or the General Educational Development Test~~ must also meet district graduation requirements in order to participate in graduation ceremonies.

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

~~The school or district shall not direct~~ Invocations, prayers, or benedictions **at shall not be included in** graduation ceremonies. **The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.**

(cf. 1330 - Use of School Facilities)

(cf. 5145.2 - Freedom of Speech/Expression)

#### Honors and Awards

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). Valedictorian(s) and salutatorian(s) shall be selected based on established criteria and procedures that use multiple measures of academic performance.



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

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and nonschool awards.

(cf. 5126 - Awards for Achievement)

#### ~~Conduct at Graduation Ceremonies~~

~~Any student participating in a graduation ceremony shall comply with district policies and regulations pertaining to student conduct.~~

~~(cf. 5131 - Conduct)~~

#### **Graduation Attire**

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

(cf. 3260 - Fees and Charges)

However, Any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at ~~his/her~~ **the student's** option, wear ~~his/her~~ a military dress uniform at the ceremony. (Education Code 35183.3)

***\*\*\*Note: The following optional paragraphs may be revised to reflect district practice. \*\*\****

**Students shall be permitted to wear tribal regalia or recognized objects of religious or cultural significance as an adornment to the customary ceremonial attire, as long as the adornment does not cause a substantial disruption of, or material interference with, the graduation ceremony. (Education Code 35183.1)**

**Students who desire to wear such adornments shall seek permission from the Superintendent or designee at least 14 days before the graduation ceremony.**

#### Disciplinary Considerations

~~While recognizing the importance of graduation ceremonies, the Board also desires to maintain high standards of student conduct and behavior. The principal may deny the privilege of participating in these ceremonies in accordance with school rules which provide for due process.~~  
**Students are expected to comply with district and school policies, regulations, and rules throughout the school session, including during graduation and related events. Students shall not be denied the privilege of participating in graduation ceremonies and activities except as discipline in cases of serious misconduct. In no event shall a student be denied participation in graduation ceremonies unless the principal or designee has informed the**

**student and the student's parents/guardians of the misconduct and has given them an opportunity to respond.**

**(cf. 5131 - Conduct)**

~~(cf. 5125.2—Withholding Grades, Diploma or Transcripts)~~

~~(cf. 5144 - Discipline)~~

~~(cf. 6161.2—Damaged or Lost Instructional Materials)~~

**During the graduation ceremony, a student may be removed from the ceremony for conduct that is disruptive or that poses a risk to safety.**

**High school seniors shall be notified of this policy in advance, through the student handbook or other means, and shall be required to acknowledge receiving it.**

Legal Reference:

EDUCATION CODE

**35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance**

35183.3 Graduation ceremonies; military dress uniforms

38119 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange students

51410-51412 Diplomas

COURT DECISIONS

**Workman v. Greenwood Community School Corporation, (2010) Case No. 1:2010cv00293**

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 505 U.S. 577

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863

Lemon v. Kurtzman, (1971) 403 U.S. 602

Management Resources:

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

**Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017**

**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

**Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools, February 2003**

WEB SITES

**AASA The School Superintendents Association:** <http://www.aasa.org>

**Antidefamation League:** <https://www.adl.org>

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

**Antidefamation League:** <https://www.adl.org>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: November 10, 2010 Los Banos, California

revised: **May 9, 2019**

# Los Banos USD

## Board Policy

### Education For English Language Learners

BP 6174

#### Instruction

***PLEASE TAKE NOTE OF HILIGHTED SEGMENTS, UNLESS OTHERWISE NOTED, THEY WILL BE OPTIONAL***

The Governing Board intends to provide English learners with challenging curriculum and instruction that ~~develop~~ **maximize the attainment of high levels of proficiency in English as rapidly and effectively as possible while facilitating student achievement, advance multilingual capabilities, and facilitate student achievement** in the district's regular course of study.

**The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.**

(cf. 0460 - Local Control and Accountability Plan)  
(cf. 3100 - Budget)

**The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.**

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 6020 - Parent Involvement)

English learners shall be provided **differentiated** English language development instruction **which is** targeted to their English proficiency level, **integrated across all subject areas** and aligned with state content standards. The district's program shall be based on sound instructional theory ~~and adequately supported in order to assist students in accessing,~~ **use standards-aligned instructional materials, emphasize inquiry-based learning and critical thinking skills, and provide students with access to** the full educational program.

(cf. 6011 - Academic Standards)  
(cf. 6141 - Curriculum Development and Evaluation)  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)  
(cf. 6161.11 - Supplementary Instructional Materials)  
(cf. 6171 - Title I Programs)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Language Learners)

**The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)**

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

*Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.*

**To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.**

~~The Superintendent or designee shall encourage parent and community involvement in the development, implementation, and evaluation of English language development programs.~~

~~(cf. 0420 - School Plans/Site Councils)~~

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

~~(cf. 6020 - Parent Involvement)~~

Identification and Assessment

The Superintendent or designee shall maintain procedures ~~which provide for the~~ **early accurate** identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in **the accompanying** administrative regulation.

**English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be**

exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

(cf. 6162.51 - State Academic Achievement Tests)

*Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.*

(cf. 6162.5 - Student Assessment)

### Language Acquisition Programs

#### Placement of English Learners

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

~~Students who are English learners shall be educated through "sheltered~~ **At a minimum, the district shall offer a structured English immersion" or "structured English immersion,"** as defined in law and administrative regulation, during a temporary transition period not normally intended to exceed one year. **program which includes designated and integrated English language development. In the structured English immersion program,** nearly all of the classroom instruction in the district's structured English immersion program shall be **provided** in English, but with the curriculum and presentation designed for students who are learning the language. **English.** (Education Code 305-306; 5 CCR 11309)

For purposes of determining the amount of instruction to **be** conducted in English in the structured English immersion classroom **program,** "nearly all" shall be defined as follows: **means that** all classroom instruction **shall** be conducted in English except for clarification, explanation, and support as needed.

~~When an English learner has acquired a reasonable level of English proficiency as measured by any of the state designated assessments approved by the California Department of Education, any district assessments, and/or other criteria adopted by the Board, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is overwhelmingly in English. (Education Code 305-306; 5 CCR 11301)~~

### *Optional and may be revised to meet district practice*

*In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)*

- 1. The district may offer a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.*

*(cf. 6142.2 - World/Foreign Language Instruction)*

**2. The district may offer a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.**

**The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)**

*(cf. 6151 - Class Size)*

**In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)**

**At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)**

*(cf. 5145.6 - Parental Notifications)*

**Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)**

### **Reclassification**

**When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.**

~~An English learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:~~

~~Â•— Advanced or proficient on CELDT~~

~~Â•— 330 on CST~~

~~Â•— Grades of C or better~~

~~At any time during the school year, the parent/guardian of an English learner may have his/her child moved into an English language mainstream program. (5 CCR 11301)~~

#### ~~Parental Exception Waivers~~

~~When allowed by law, the parent/guardian of an English learner may submit a request that his/her child be exempted from placement in a structured English immersion program and instead be placed in a class where he/she is taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. (Education Code 310-311)~~

~~Each waiver request shall be considered on its individual merits with deference given to parental preference for student placement.~~

~~A waiver request shall be granted in accordance with law unless the principal and educational staff have determined that an alternative program would not be better suited to the student's overall educational development. (5 CCR 11309)~~

#### ~~Program Evaluation~~

~~To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board the progress of English learners towards proficiency in English, the number and percentage of English learners reclassified as fluent English proficient, the number and percentage of English learners who are or are at risk of being classified as long-term English learners, the achievement of English learners on standards-based tests in core curricular areas, and a comparison of current data with data from at least the previous year. , at least annually, regarding:~~

- ~~1. Progress of English learners towards proficiency in English~~
- ~~2. The number and percentage of English learners reclassified as fluent English proficient~~
- ~~3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1~~
- ~~4. The achievement of English learners on standards-based tests in core curricular areas~~



5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309

6. Progress toward any other goals for English learners identified in the district's LCAP

7. A comparison of current data with data from at least the previous year in regard to items #1-6 above

8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Legal Reference:

EDUCATION CODE

300-340 English language education, especially:

**305-310 Language acquisition programs**

**313-313.5 Assessment of English proficiency**

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 State Board of Education waiver authority

**42238.02-42238.03 Local control funding formula**

44253.1-44253.11 Qualifications for teaching English learners

**48980 Parental notifications**

48985 Notices to parents in language other than English

**52052 Accountability; numerically significant student subgroups**

**52060-52077 Local control and accountability plan**

~~51101-51101.1 Rights of parents~~

~~52130-52135 Impacted Languages Act of 1984~~

52160-52178 Bilingual Bicultural Act

**56305 CDE manual on English learners with disabilities**

**60603 Definition, recently arrived English learner**

**60640 California Assessment of Student Performance and Progress**

~~60200.7 Suspension of state instructional materials adoptions~~

~~60605.87 Supplemental instructional materials, English language development~~

~~60810-60812 Assessment of language development~~

62005.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

**854.1-854.3 CAASPP and universal tools, designated supports, and accommodations**

**854.9 CASSPP and unlisted resources for students with disabilities**

11300-11316 English learner education

11510-11517 California English Language Development Test

**11517.6-11519.5 English Language Proficiency Assessments for California**

UNITED STATES CODE, TITLE 20

**1412 Individuals with Disabilities Education Act; state eligibility**

1701-1705 Equal Educational Opportunities Act

**6311 Title I state plan**

6312 Title I Local education agency plans

6801-6871 Title III, Language instruction for limited English proficient and immigrant students

**7801 Definitions**

~~7012 Parental notification~~

**CODE OF FEDERAL REGULATIONS, TITLE 34**

**100.3 Discrimination prohibited**

**200.16 Assessment of English learners**

**COURT DECISIONS**

Valeria G. v. Wilson, (2002) 307 F.3d 1036

California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196

Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698

**ATTORNEY GENERAL OPINIONS**

83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

**CSBA PUBLICATIONS**

**English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018**

**English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017**

**English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016**

**English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016**

**English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

**California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018**

**Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017**

**Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017**

**Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015**

**Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015**

**English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014**

**Common Core State Standards for Mathematics, rev. 2013**

~~California English Language Development Test (CELDT): 2012-13 CELDT Information Guide, 2012~~

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

**THE EDUCATION TRUST- WEST PUBLICATIONS**

**Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018**

**Unlocking Learning: Science as a Lever for English Learner Equity, January 2017**

~~Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments~~

~~U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE~~

~~Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007~~

**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

**Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017**

**Innovative Solutions for Including Recently Arrived English Learners in State**

**Accountability Systems: A Guide for States, January 2017**

**English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016**

**English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016**

**Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015**

**WEB SITES**

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

**California Association for Bilingual Education: <http://www.gocabe.org>**

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

**National Clearinghouse for English Language Acquisition: <http://www.ncela.us>**

**The Education Trust-West: <http://west.edtrust.org>**

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

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: December 12, 2013 Los Banos, California

revised: May 9, 2019

# Los Banos USD

## Administrative Regulation

### Education For English Language Learners

AR 6174  
Instruction

#### Definitions

~~English learner, also known as a limited English proficient student, means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English.~~ **means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)**

**Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)**

~~Long-term English learner~~ **Integrated English language development means an English learner who is enrolled in grades 6-12, has been enrolled in schools in the United States for more than six years, has remained at the same English language proficiency level for two or more consecutive years as determined by the California English Language Development Test (CELDT) or any successor test, and scores far below basic or below basic on the English language arts test of the California Standards Tests or any successor test. (Education Code 313.1)** **instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)**

**Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)**

~~English learner at risk of becoming a long-term English learner means an English learner who is enrolled in grades 5-11 in the United States for four years, scores at the intermediate level or below on the CELDT or any successor test, and scores in the fourth year at the below basic or far below basic level on the English language arts test of the California Standards Tests or any successor test. (Education Code 313.1)~~

~~English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)~~

~~English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)~~

~~Sheltered English immersion or structured English immersion means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)~~

~~Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)~~

#### Identification and Assessment

Upon enrollment in the district, each student's primary language shall be determined through use of a home language survey. (**Education Code 52164.1**; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not been previously identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be **initially** assessed for English proficiency using the **CELDT: English Language Proficiency Assessments for California (ELPAC)**. ~~The test shall be administered between 60 calendar days before the date of first enrollment in a district school and 30 calendar days after the date of first enrollment, but not before July 1 of that school year. (Education Code 313, 52164.1; 5 CCR 11511)~~

~~The CELDT shall be administered in accordance with 5 CCR 11511-11516.7.~~

**Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)**

**The ELPAC shall be administered in accordance with test publisher instructions and 5**

**CCR 11518.5-11518.20. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11518.30-11518.35.**

~~Variations and accommodations in test administration may be provided pursuant to 5 CCR 11516-11516.7. Any student with a disability who is identified as an English learner shall be allowed to take the CELDT assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's~~

~~individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. If he/she the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, he/she shall be administered an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11516-11516.7 11518.25-11518.35; 20 USC 1412)~~

~~(cf. 6152.51 - Standardized Testing and Reporting Program)~~

~~(cf. 6159 - Individualized Education Program)~~

~~(cf. 6162.51 - State Academic Achievement Tests)~~

~~(cf. 6164.6 - Identification and Education Under Section 504)~~

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#### Parental Notifications

~~The district shall notify~~ **The Superintendent or designee shall notify** parents/guardians of their child's results on the ~~CELDT ELPAC~~ within 30 calendar days following receipt of the results from the test contractor. **(Education Code 52164.1; 5 CCR 11511.5)**

~~(cf. 5145.6 - Parental Notifications)~~

~~At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)~~

~~Not later than 30 calendar days after the beginning of the school year, each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. The notice shall include all of the following: (Education Code 440; 20 USC 7012)~~

**The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)**

1. ~~The reason for the student's classification~~ **identification of the student as an English learner and the need for placement in a language acquisition program**
  
2. ~~The level of English proficiency,~~ **how the level was assessed, and the status of the student's academic achievement**
  
3. ~~A description of the program for English language development instruction,~~ **language acquisition program in which the student is, or will be, participating, including a description of all of the following:**
  - a. ~~The manner in which~~ **The methods of instruction used in the program will meet the educational strengths and needs of the student and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction**
  
  - b. ~~The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards~~ **meet the educational strengths and needs of the student**
  
  - c. ~~The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English learners, and the expected rate of~~ **The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation from secondary school if applicable**
  
  - d. ~~Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP~~ **The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable**
  
  - e. ~~Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP~~
  
4. ~~Information regarding a parent/guardian's option to decline to allow the student to be enrolled in the program or to choose to allow the student to be enrolled in an alternative program~~ **As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards**
  
5. ~~Information designed to assist~~ **about the a parent/guardian in selecting among available**

~~programs, if more than one program is offered~~ 's right to have the student immediately removed from a program upon the parent/guardian's request

**6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available**

**7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered**

## **Language Acquisition Programs**

### ~~Parental Exception Waivers~~

~~A parent/guardian may, by personally visiting the school, request that the district waive the requirements pertaining to the placement of his/her child in a structured English immersion program if one of the following circumstances exists: (Education Code 310-311)~~

**Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)**

~~1. The student already possesses good English language skills, as measured by standardized tests of English vocabulary comprehension, reading, and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth grade average, whichever is lower. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.~~

~~2. The student is age 10 years or older, and it is the informed belief of the principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.~~

~~3. The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the principal and educational staff that the student has special physical, emotional, psychological, or educational needs and that an alternate course of educational study would be better suited to~~



the student's overall educational development.

~~Upon request for a waiver, the Superintendent or designee shall provide parents/guardians with a full written description and, upon request, a spoken description of the intent and content of the structured English immersion program, any alternative courses of study, all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices. For a request for waiver pursuant to item #3 above, the Superintendent or designee shall notify the parent/guardian that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the waiver must be approved by the Superintendent pursuant to any guidelines established by the Governing Board. (Education Code 310, 311; 5 CCR 11309)~~

~~The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (Education Code 311; 5 CCR 11309)~~

~~Parental exception waivers pursuant to item #2 above shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)~~

~~Parental exception waivers pursuant to item #3 above shall be granted by the Superintendent if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological, or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)~~

~~All parental exception waivers shall be acted upon within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to item #3 above shall not be acted upon during the 30-day placement in an English language classroom. Such waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)~~

~~Any individual school in which 20 students or more of a given grade level receive a waiver shall offer an alternative class where the students are taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Otherwise, the students shall be allowed to transfer to a public school in which such a class is offered. (Education Code 310)~~

~~In cases where a parental exception waiver pursuant to item #2 or #3 above is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)~~

~~Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)~~

**If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:**

- a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program**
- b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals**
- c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators**
- d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.**

**The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)**

- 1. A description of the programs provided, including structured English immersion**
- 2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English**
- 3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development**
- 4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the**

**appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals**

- 5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language**
- 6. The process to request establishment of a language acquisition program not offered at the school**
- 7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.**

#### Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language **mainstream** classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The following measures shall be used to determine whether an English learner shall be reclassified as fluent English proficient **shall include, but not be limited to:** (Education Code 313; **52164.6**; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ~~CELDT~~ **ELPAC**.
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student.
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a

description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

4. Student performance on a statewide assessment of basic skills in English **that shows whether the student is performing at or near grade level**

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

**The Superintendent or designee shall monitor Sstudents shall be monitored** for at least two years following their reclassification ~~As part of this evaluation, the Superintendent or designee shall identify to determine~~ whether the student needs any additional academic support. ~~to ensure his/her language and academic success.~~

#### Advisory Committees

*following section should be revised to reflect district practice.*

~~At the district level when there are more than 50 English learners in the district and at each school with more than 20 English learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law~~ **A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)**

~~Parents/guardians of English learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. (Education Code 52176)~~

The district's English language advisory committee shall advise the **Governing** Board on at least the following tasks: (5 CCR 11308)

1. The development of a ~~district master plan of for~~ education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

~~7. Review of and comment on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316~~

- (cf. 0420 - School Plans/Site Councils)
- (cf. 1220 - Citizen Advisory Committees)
- (cf. 5020 - Parent Rights and Responsibilities)
- (cf. 6020 - Parent Involvement)

In order to assist advisory ~~members~~ **committee** in carrying out ~~their~~ **its** responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

### **LCAP Advisory Committee**

*\*\*\*Note: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners.\*\*\**

**When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)**

**(cf. 0460 - Local Control and Accountability Plan)**

**The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.**

Regulation    LOS BANOS UNIFIED SCHOOL DISTRICT  
approved:    July 11, 2002    Los Banos, California  
revised:      December 12, 2013  
revised:      **May 9, 2019**

## Board Reference Material

**SUBJECT TITLE:** LBTA Negotiated Collective Bargaining Agreement

**REQUESTED ACTION:** Ratify the Agreement

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board ratify the additional language to the Collective Bargaining Agreement between Los Banos Unified School District (The District) and Los Banos Teachers' Association (LBTA).

**BACKGROUND INFORMATION:**

The District and LBTA have negotiated a Tentative Agreement finalized on March 20, 2019. Language from this agreement was added to the Collective Bargaining Agreement. Articles affected by these changes include: ARTICLE VII STAFF DEVELOPMENT DAYS and ARTICLE XXI TEACHER ORIENTATION AND CLOSE-OF-SCHOOL CHECKOUT.

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

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

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources  
Date: May 9, 2019

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**ARTICLE VII**  
**STAFF DEVELOPMENT DAYS**

1. Staff Development Days
  - a. There shall be ~~three (3)~~ **two (2)** annual staff development days held in addition to the regular work year. Staff development shall be paid at the per diem rate.
  - ~~b. The Association shall be consulted as to the content, subject matter, organization, and structure of the three (3) required staff development days. Consultation shall be conducted as follows:~~
    - ~~i. The parties shall jointly manage a consultation committee.~~
    - ~~ii. The committee shall be composed of ten members: five District members and five Association members.~~
      - ~~1. The District members shall be one principal from each of these grade spans, TK-6, 7-8, and 9-12, and two other certificated management representatives.~~

1 ~~2. The Association members shall be the Association President or~~  
2 ~~designee, and one Association member from each of the following grade span~~  
3 ~~assignments: TK-3, 4-6, 7-8, and 9-12.~~

4 ~~3. Each party shall select their own committee members within the~~  
5 ~~categories delineated in ii.1. and ii.2.~~

6 ~~iii. The chair of the committee shall rotate each year between the District and~~  
7 ~~the Association.~~

8 e. ~~The committee shall meet at least four times each school year.~~

9 ~~i. The decision of the committee shall be by majority vote.~~

10 d. ~~Decisions of the committee shall be reduced to writing and maintained by the~~  
11 ~~parties.~~

12 e. ~~The committee shall not make decisions which violate the collective bargaining~~  
13 ~~agreement between the parties.~~

14 **b. The District will gather input from Site Leadership Teams (comprised of**  
15 **teachers and administrators) during the staff development planning**  
16 **process. The District will have the final decision as to the content, subject**  
17 **matter, organization, and structure of the two (2) staff development days.**

18 **i. At least ten (10) working days prior to scheduled staff development**  
19 **days, the District will provide LBTA members with itineraries for**  
20 **planned trainings and activities.**

21 **ii. Teachers will have a one-hour duty free lunch on staff development**  
22 **days.**



- 1           c.    **All mandated trainings must be conducted during one of the two annual**  
2                   **staff developments days, August and September staff meetings, and/or**  
3                   **during Professional Learning Communities (PLC) time.**
- 4           d.    The District may schedule voluntary staff development days as a full day or in  
5                   portions less than a full day (for example – two (2) one-half (1/2) days or three  
6                   (3) one-third (1/3) days). Voluntary staff development shall be paid at the per  
7                   diem rate. These voluntary partial days may be scheduled after a normal  
8                   workday, on weekends, in the summer or at other times when a teacher is off-  
9                   track.
- 10          e.    Other than the ~~three (3)~~ two (2) required staff development days,  
11                   attendance at staff development days is voluntary and in no way is to  
12                   be considered mandatory.
- 13          f.    The teacher’s regular work year, as determined by the mutually  
14                   agreed upon calendar, is not increased as a result of a unit member  
15                   attending the voluntary staff development days.
- 16          g.    Attendance at these meetings is mandatory for all bargaining unit  
17                   members. No personal appointments are to be scheduled during these  
18                   ~~three (3)~~ two (2) staff development days. There will be no early  
19                   release to attend clinics or conferences on these staff development  
20                   days.

## Board Reference Material

**SUBJECT TITLE:**    Reclassification

**REQUESTED ACTION:**    -

Action \_\_\_\_\_

Discussion/Information \_\_\_\_\_ **X** \_\_\_\_\_

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**RECOMMENDATION:**

This is information regarding the classified employee reclassification that was approved at the April 11, 2019 Board meeting. The positions reclassified were: One Office Assistant at FOT to Administrative Assistant; One Secretary/Site at Crossroads to Administrative Assistant and Help Desk Technician to Help Desk Support Specialist.

**BACKGROUND INFORMATION:**

A Reclassification Committee was formed adhering to the agreed upon language contained in the California School Employees Association and its Los Banos Chapter #092, collective bargaining agreement. The Committee examined the Reclassification paperwork submitted by classified employees, applied the Reclassification Criteria as defined in Education Code Section 45101, and determined that three requests met the criteria to have their current positions reclassified.

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

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

The reclassification is effective July 1, 2019.

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources  
Date: May 9, 2019

**Board Reference Material**

**SUBJECT TITLE:**            **Board Member Vacancy**

**REQUESTED ACTION:** Decide to Appoint or Hold Special Election

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board make a decision to appoint a provisional Board member or hold a special election for the remainder of Ms. Goins term, which expires in November of 2020.

**BACKGROUND INFORMATION:**

The Board now has the responsibility of deciding whether to call a special election or to make a provisional appointment to fill the current vacancy per Board Bylaw 9223 – Filling Vacancies. The Board has sixty (60) days to either call a special election or to make a provisional appointment; that deadline is June 29<sup>th</sup>

**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):**

An appointment is cost neutral, while the election option would be thousands of dollars since we cannot conjoin an election to another in the next 60 days. An election may be scheduled on any Tuesday date that allows the required 130 advance dates, which as of May 9<sup>th</sup>, the earliest that an election could be held would be Tuesday, September 10, 2019 at a cost of approximately \$101,978.15

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ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Date: May 9, 2019



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

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

May 1, 2019

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

Dear Mark,

This is to acknowledge receipt of Los Banos Unified School Board Member, Megan Goin's resignation letter received May 1, 2019.

Required procedures for appointing or electing a provisional replacement are specified in the California Education Code Section 5091. Key elements of the requirements are:

- 1) District Governing Board has 60 days from occurrence of vacancy or filing of deferred resignation to either appoint a provisional member or order an election.
- 2) If the District Governing Board does not make an appointment or order of election within 60 days, the County Superintendent must call an election.
- 3) When an election is called, it must be held on the next regular election date not less than 130 days after the occurrence of the vacancy or the filing of the resignation.

Should you have any questions or concerns please contact me at (209) 381-6603.

Sincerely,

STEVE M TIETJEN, Ed.D.  
County Superintendent of Schools

STM/yc

cc: Merced County Elections Department

## Los Banos USD | BB 9223 Board Bylaws

### Filling Vacancies

#### Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)
3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including by recall (Elections Code 11384; Government Code 1770)
5. A Board member's ceasing to be a resident of the district (Government Code 1770)

A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

6. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
  - a. Upon district business with the approval of the Board
  - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

- c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)

(cf. 9224 - Oath or Affirmation)

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)

11. The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond (Government Code 1770)

12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

#### Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)

3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

#### Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

(cf. 9220 - Governing Board Elections)

#### Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

(cf. 9130 - Board Committees)

(cf. 9323.2 - Actions by the Board)

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

#### Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

(cf. 9100 - Organization)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

#### Legal Reference:

##### EDUCATION CODE

5000-5033 Elections

5090-5095 Vacancies

5200-5208 Districts governed by boards of education

5300-5304 Elections

5320-5329 Order and call of election

5340-5345 Consolidation of elections

5360-5363 Election notice

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions, elections

35107 Eligibility of board members

35178 Resignation with deferred effective date

## ELECTIONS CODE

10600-10604 School district elections

11381-11386 Candidates for recall

## GOVERNMENT CODE

1064 Absence from state

1770 Vacancies: definition

3000-3003 Forfeiture of office

3060-3075 Removal other than by impeachment

6061 One time notice

54950-54963 The Ralph M. Brown Act

## PENAL CODE

88 Bribery, forfeiture from office

## UNITED STATES CODE, TITLE 18

704 Military medals or decorations

## ATTORNEY GENERAL OPINIONS

58 Ops.Cal.Atty.Gen. 888 (1975)

Management Resources:

## CSBA PUBLICATIONS

Filling a Board Vacancy, rev. December 2010

## WEB SITES

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

California State Attorney General's Office, Quo Warranto Applications: [http://ag.ca.gov/opinions/quo\\_warranto.php](http://ag.ca.gov/opinions/quo_warranto.php)

## Bylaw LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: March 8, 2012 Los Banos, California



**LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF EDUCATION  
April 1, 2019  
5:00 P.M.**

District Office  
Boardroom

Mr. Parreira called the meeting to order at 5:00 P.M.	Call to Order
PRESENT: Ms. Benton, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Rodriguez Ms. Smith. ABSENT: Ms. Goin	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, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA/CSEA/Non Represented Groups (No Action)	Closed Session
The Open session of the meeting was called back to order at 6:06 P.M.	Open Session
The audience was led in the Pledge of Allegiance by Mr. Anthony Parreira.	Pledge of Allegiance
On a motion by Member Benton, seconded by Member Munoz, Trustees approved the agenda. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.	Approval of Agenda
No one came forward	Public Forum
On a motion by Member Martinez and seconded by Member Munoz, the Board adopted Resolution No. 08-19 entitled 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, Martinez, Munoz, Parreira, Rodriguez, Smith. Noes: 0, Absent: Goin, Motion Carried	Resolution #08-19 Declaring Intention to Annex Territory
On a motion by Member Munoz and seconded by Member Benton, the Board approved the low bid from Reliable Fire and Security Solutions Inc. for the Los Banos Elementary Fire Alarm Project and authorized the Superintendent or Designees to sign contract documents and issue the Notice to Proceed. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith. Noes: 0, Absent: Goin, Motion Carried	Award Recommendation LBE Fire Alarm Project
On motion by Member Munoz and seconded by Member Martinez, the Board approved the Change Order Approval Process. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith. Noes: 0, Absent: Goin, Motion Carried	Change Order Approval Process
On motion by Member Smith and seconded by Member Benton, the Board declared its intent to adopt the following mandated updates to board policies: BP 1312.3 Uniform Complaint Procedures, Community Relations; AR 1312.3 Uniform Complaint Procedures, Community Relations; AR 1312.4 Williams Uniform Complaint Procedures, Community	Mandated Board Policy Updates

Relations; E 1312.4 Williams Uniform Complaint Procedures, Community Relations.  
Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith. Noes: 0, Absent: Goin,  
Motion Carried

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

CONSENT  
CALENDAR

All Items in closed session were no action. There was no report.

Report Closed  
Session

The meeting was adjourned at 6:25 P.M.

Adjournment

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Secretary

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

City Hall  
Council Chambers

Mr. Parreira called the meeting to order at 6:00 P.M.

Call to Order

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

Roll Call

A closed session was held. Student Discipline: Cases: #5501424, #5512008, and #9761079857 (Action). Leave Extension Request, classified employee (Section 54957) (Action). Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA/CSEA/Non Represented Groups (No Action)

Closed Session

The regular meeting was called to order at 7:00 p.m.

Regular Meeting

The audience was led in the Pledge of Allegiance by Los Banos Unified School District Preschool Classes.

Pledge of Allegiance

The Los Banos Pre-School sang a song in celebration of "The Week of the Young Child".

Pre-School Performance

There were a few changes to the agenda on item E under New Business the calendar for San Luis High School and Cross Roads was not included in the back up on the agenda; under Consent Calendar: Item B number 2, an updated Report of Certificated Employment, Item D the list of eligible staff was from the past year. The updates items were handed out to the board and made available to the public in attendance. Item I number 4 on the Consent Calendar should say PHS not LBHS, the BRM in the packet is correct. On a motion by Member Benton seconded by Member Martinez, Trustees approved the agenda as corrected. Ayes: Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin, Rodriguez. Motion carried.

Approval of Agenda

Rhonda Lowe spoke about the Los Banos Youth Business Expo that will be held on August 10<sup>th</sup> at Los Banos Junior High and that it is open to students in grades 6-12. She thanked the School District and Dr. Marshall for their support. Jamelinn Batres President of the LULAC Club at Pacheco told everyone in attendance that their 9<sup>th</sup> Annual conference would be held on July 23, 2019. The theme would be "Get Counted". Senator Anna Caballero is going to be the key note speaker. Alexandra Bautista from LULAC let everyone know that they would be having a candy fundraiser. Patricia Ramos-Andersen, president of the local LULAC Council 3072 talked about the importance of college tours for both parents and students so that they could see what is possible. That the seed needs to be planted with the parent of what their children can achieve and that it is possible for them to obtain college educations

Public Forum

for their children. She stressed that there needs to be a level playing field for grants available. Mr. De La Cruz, teacher at Pacheco High School thanked the Board for allowing his students to attend the meeting and to see a government body in action.

The Graduates from the Merced County Parent Leadership Training Institute were recognized. Genisa Salinas, a Junior at Pacheco High School was recognized for scoring in the top 2.5% on the PSAT of all Hispanic/Latino test takers nationwide. Kayla Kalisz, PHS Student Representative to the Board was recognized for her service.

Recognitions/  
Introductions

Los Banos High School Student Representative, Kayla Kalisz, reported on the many activities at Pacheco and Los Banos High Schools.

Student Report

Jennifer Wilkin, Co-President of LBTA said the collaboration between LBTA and LBUSD was strong and showed in the fact that 457 members voted yes in favor of the tentative agreement that was on the agenda for Board Approval. She thanked the district for the Labor Management forum that was organized and that the informal lunch meetings that they have had with the Superintendent have been very productive.

LBTA Report

No Report

CSEA Report

Dr. Marshall greeted everyone and said that he was working on his April message and would be sending it out in the following week. He mentioned that some of the principals were not in attendance because they were attending the Academic Pentathlon Awards. He said that he enjoyed reading to the preschool class at Miano Elementary during "Week of the Young Child". Dr. Marshall stated that he had a great deal of respect for teachers of the younger students. He said that enjoyed attending the Kitchen Sink Performance by the Los Banos Junior High and High School Bands. He told everyone about his lunch with staff series in which he visits various sites and has lunch with staff and talk in a relaxed setting. He talked about the Young Entrepreneurs Program that the District was co-sponsoring with Rhonda Lowe.

Superintendent's  
Report:

Don Laursen reported on the current projects taking place throughout the District. The grounds at the new elementary school site is being prepped and we should see noticeable changes taking place in the very near future. He said that someone from the project will be attending future Board Meetings to give updates. The Fire Alarm project at LBE has been bid and that the District is waiting on the contract to be signed. The Fire Alarm project at WUES has not been bid out yet. The San Luis High Modular project was put out to bid and we did not receive any bids so the District is contacting companies for proposals. The Volta Modular project staff completed a site walk through and the bid day will be soon.

Facilities Report

Anthony Parreira attended the lighting of the new LBE sign board. He thanked Morning Star for donating the funds for this project. He participated in the Pacheco High School ROP mock interviews. He read to the Pre School classes during "Week of the Young Child" He also attended the Kitchen Sink performance at Los Banos Junior High and talked about the origins of the event. He stated that he also had the

Trustee Reports

pleasure of acting as Master of Ceremonies for the 3<sup>rd</sup> Annual “All District Band Concert” there were 500 students that participated from the all of the District band programs. He congratulated the students who participated. Ray Martinez thanked everyone for attending the meeting. He attended the San Luis High School Diversity Day and gave kudos to Principal Chan Meas for such a great event. He said he has been reviewing scholarship packets and studying personal Governance information. He read to the preschool students at WUES and visited various school sites. He congratulated the students for all of the achievements and accomplishments. Marlene Smith thanked and congratulated Genisa Salinas from PHS for her accomplishments. She thanked Mr. De La Cruz and his students for attending. She reported that she worked at a NAACP fundraiser that raised money for student scholarships. She thanked the community for their support and thanked Ila Nelson, teacher at PHS for her support with the scholarship program. She attended the Community Café at Volta Elementary that was presented by The High Speed Rail Project. She expressed her excitement about the project and told the students that they are fortunate that they will have access this type of transportation in their lifetime. She attended the CSBA Spring Dinner in Livingston and commented about their new kindergarten class rooms that they were able to tour. Margaret Benton attended the Family Latino Literacy Program graduation at Henry Miller Elementary. Parents in attendance read to their children in English and Spanish reinforcing both languages for parents and students. She participated in the ROP interviews. She also attended the San Luis Diversity Day and read the “Wonkey Donkey” to the pre-school students at Volta. She wished everyone in attendance a happy break. Gary Munoz said ditto to what most of the other board members presented. He visited WUES, SLHS and the Parent Leadership Graduation.

- |   |  |
|---|--|
| Brian Rocha from 1Life Fully Lived, Dare2Dream shared a video from the program that took place at both Los Banos and Pacheco High Schools.  | 1Life Fully Lived<br>Dare2Dream                    |
| Dan Martin gave an update on the attendance recovery program Saturday A+ Academy.   | Saturday A+<br>Academy                             |
| On a motion by Member Munoz seconded by Member Smith, Trustees declared their intent to adopt Agricultural Department Courses: Honors Ag Chemistry, Ag Physics and Ag Systems Management. Ayes: Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin, Rodriguez. Motion carried.   | Course Adoptions                                   |
| On a motion by Member Benton seconded by Member Munoz Trustees approved a Memorandum of Understanding (MOU) between the Los Banos Teachers Association (LBTA) and Los Banos Unified School District postponing the April 15 <sup>th</sup> contract distribution date by ten working days to April 30, 2019. Ayes: Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin, Rodriguez. Motion carried. | Memorandum of<br>Understanding<br>LBTA/LBUSD       |
| Mr. Parreira opened a public hearing on the negotiated Tentative Agreement between LBTA and LBUSD at 8:27 P.M., no one came forward and the public hearing was closed at 8:27 P.M. On motion by Member Martinez, seconded by Member Munoz, Trustees ratified the negotiated settlement between LBTA and LBUSD: Ayes: Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin, Rodriguez.              | LBTA/LBUSD<br>Negotiated<br>Tentative<br>Agreement |

Motion carried.

On a motion by Member Smith seconded by Member Martinez, Trustees approved the reclassification of three classified employees. Ayes: Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin, Rodriguez. Motion carried. Reclassification of classified employees

On a motion by Member Smith seconded by Member Benton, Trustees authorized staff to begin investigating the Loftin Remodel Project. Ayes: Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin, Rodriguez. Motion carried. Loftin Remodel

On a motion by Member Benton seconded by Member Munoz, Trustees authorized the Superintendent to form a committee to select a name for the New Elementary School. Ayes: Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin, Rodriguez. Motion carried. Naming Committee for New Elementary School

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

Trustees approved the minutes of the: Regular Meeting held on March 14, 2019. Minutes

Certificated Report: Appointments: Rosales, Antonio – Principal, New Elementary School – effective 7/1/2019, Brady, Laura – Principal, Lorena Falasco Elementary – effective 7/1/2019. Resigned: Castaneda, Fernando – Science Teacher, Creekside Junior High – effective 6/30/2019, Dunne, Dominique – Special Education Teacher, Lorena Falasco Elementary – effective 6/30/2019. Retiring: Isom, Marlene – Kindergarten Teacher, RME – effective 6/30/2019. Extra Duty Appointments: Peter Costello-8<sup>th</sup> Grade Head Softball Coach-CJHS (moved from 7<sup>th</sup> grade to 8<sup>th</sup>), Paulina Taylor-8<sup>th</sup> Grade Asst. Softball Coach-CJHS (moved from 7<sup>th</sup> grade to 8<sup>th</sup>), Ronnie Barton Jr. – 7<sup>th</sup> Grade Head Softball Coach-CJHS, Jesse Bellinger-Head Baseball Coach, 8<sup>th</sup> Grade-LBJHS, Jalen Bourbon-Asst. Baseball Coach – 7<sup>th</sup> Grade-CJHS, Barry Reardon-Varsity Golf Coach, Boys-PHS Resignations: None. Personnel Actions

Classified Report: New Hires: Garcia, Joel – TR, Bus Driver (6.0 Hrs), Appointments: None. Promotional: Eguia, Susan – SLHS, Administrative Assistant (8.0 Hrs). Retired: Ellison, Laura – FS, Child Nutrition Site Specialist – Effective 6/8/2019, Escobar, Laura – PHS, Custodian – Effective 6/30/2019, Laursen, Don – DO, Asst. Superintendent/Admin Services – Effective 6/28/2019, Millsap, Jean – CE, Office Assistant – Effective 6/28/2019, Rodriguez, Gloria – LBJH, Campus Security – Effective 6/30/2019, Rodriguez, Yolanda – VE, Custodian – Effective 6/30/2019, Sanchez, Delia – MSE, Office Assistant – Effective 6/30/2019 Stiles, Jeffrey – PHS, Campus Security – Effective 8/7/2019. Termination: None. Resigned: None. Leave of Absence: Garcia, Joseph – 39 Month Rehire – Effective 4/5/2019.

Trustees approved the list of certificated staff to be offered contracts for 2019-20. Certificated Contracts 2019-20

Trustees approved permanent status to eligible staff as submitted. Permanent Employees 2019/20

The monthly Fiscal Report was submitted for Board information.	Monthly Fiscal Report
Trustees approved the Williams Quarterly Complaint Summary for January-March 2019.	Williams Quarterly Report
Trustees approved the following Mandated Policy Changes/Updates: BP 0450 Comprehensive Safety Plan; Philosophy, Goals, Objectives and Comprehensive Plans; BP 1240 Volunteer Assistance, Community Relations; AR 1240 Volunteer Assistance, Community Relations; BP 1250 Visitors/Outsiders, Community Relations; BP 1312.3 Uniform Complaint Procedures, Community Relations; AR 1312.3 Uniform Complaint Procedures, Community Relations ; AR 1312.4 Williams Uniform Complaint Procedures, Community Relations; E 1312.4 Williams Uniform Complaint Procedures, Community Relations.	Mandated Policy Changes/Updates (second reading)
Trustees approved the following agreements/proposals: Agreement, Brandman University, Supervised Internships; Agreement, Concordia University, Supervised Internships; Proposal, Jim Womack Inspector – LBE Fire Alarm Project; Proposal, Jim Womack Inspector –WUES Fire Alarm Project; Proposal, Jim Womack Inspector –VE Modulares Project; Proposal, Jim Womack Inspector –SLHS Modular Project; Proposal, Technicon Engineering Services–VE Modulares Project; Proposal, Technicon Engineering Services –SLHS Modular Project; Agreement, Pivot Learning Partners, Analytical Services EL Students; Proposal, California Consulting, Per Grant Option, Grant Writing Services.	Agreements/Contracts
Trustees approved the following overnight/out-of-state travel: LFE 6 <sup>th</sup> Graders, Jack L. Boyd Outdoor School, March 2-6, 2020; MSE 6 <sup>th</sup> Graders, Jack L. Boyd Outdoor School, May 11-15, 2020; LBHS Boys’ Basketball Team, Cougar Summer Classic, Sparks/Reno NV, June 21-23, 2019; PHS Band and Color Guard, Disney Performing Arts Workshop, Buena Park, CA April 26-28, 2019; PHS Choir, Columbia Studios World Strides, April 26-28, 2019; MSE Teacher, EDU Learn the International Conference, Spain, July 1-3, 2019; CJH Teacher, EDU Learn the International Conference, Spain, July 1-3, 2019; LBHS Counselors, American School Counseling Annual Conference, Boston, June 28-July 3, 2019.	Out of State/Overnight Travel
Trustees declared specific library books and/or textbooks from RM Miano Elementary School as obsolete and dispose of in accordance with Board Policy #3270.	Obsolete Books
Trustees approved the warrants for payment.	Warrants
On motion by Member Benton seconded by Member Martinez, Trustees expelled student #5501424 for the remainder of the 2018-19 School Year and the fall semester of the 2019-20 School Year; student #5512008, Pupil was expelled for one calendar year; student #9761079857 Pupil is expelled for the current trimester and the 1 <sup>st</sup> trimester of the 2019-20 school year. Students are to contact the Office of Student Discipline for possible readmission to the District following the period of expulsion for a review of attendance, credits and/or grades, behavior and recommended	Reporting Closed Session

counseling. Pupils are referred to Valley Community Day School. Ayes: Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin, Rodriguez. Motion carried.

On motion by Member Benton seconded by Member Martinez, Trustees approved leave extension requests for two classified employees. Ayes: Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin, Rodriguez. Motion carried.

There were no future agenda items or discussions.

Future Agenda/  
Discussion Items

The meeting was adjourned by Mr. Parreira at 8:38 P.M.

Adjournment

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SECRETARY



LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF EDUCATION  
April 27, 2019

District Office  
Board Room

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

Call to Order

PRESENT: Ms. Benton, Mr. Martinez (9:03), Mr. Munoz, Mr. Parreira, Ms. Rodriguez, Ms. Smith

Roll Call

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

Pledge of  
Allegiance

There was one correction to the agenda, Item 6A on the agenda it stated the name of the winning bidder but the bidder pulled out after the agenda was posted and BRM and back up was replaced by the next highest bidders information.

Approval of  
Agenda

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

No one came forward to speak.

Public Forum

On motion by Member Benton, seconded by Member Munoz, Trustees approved the proposal from BZ Construction for the San Luis Modular Project. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

Contract Award

On motion by Member Martinez, seconded by Member Munoz, Trustees approved the Revised Job Description for Coordinator Special Education/Special Services. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: 0. Motion carried.

Revised Job  
Description

Trustees and Dr. Marshall held a work study session conducted by CSBA Consultant, Luan Burman Rivera, on governance practices, including unity of purpose, roles, responsibilities, norms and protocols. Member Martinez had to leave the meeting at 12:30 P.M.

Effective  
Governance  
Workshop

The meeting was adjourned by Mr. Parreira at 3:26 P.M.

Adjournment

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SECRETARY

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

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Tammie Calzadillas, Assistant Superintendent

**REPORT OF CERTIFICATED EMPLOYMENT  
FOR BOARD APPROVAL – May 9, 2019**

APPOINTMENT:

None

RELEASED:

Lagos, Rozanna – 6<sup>th</sup> Grade Elementary Teacher, Miano Elementary – effective 6/30/2019

Contreras, Jessica – 6<sup>th</sup> Grade Elementary Teacher, Miano Elementary – effective 6/30/2019

RESIGNED

None

RETIRING

None

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EXTRA DUTY

APPOINTMENTS:

None

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

**REPORT OF CLASSIFIED EMPLOYMENT  
FOR BOARD APPROVAL – May 9, 2019**

Tammie Calzadillas, Assistant Superintendent

**New Hires:**

Montiel Romero, Juan – LBE, Custodian (8.0 Hrs)

**Appointments:**

**Promotional:**

**Retired:**

Higby, Linda – RME, Media Specialist – Effective 6/30/2019

Mitchell, Shelly – VE, Behavior Support Assistant – Effective 6/30/2019

Ramos, Rosalie – LBHS, Behavior Support Assistant – Effective 6/30/2019

Sousa, Donalda – RME, Paraprofessional – Effective 8/16/2019

Todd, Terri – MSE, Computer Support Technician – Effective 6/22/2019

**Termination:**

**Resigned:**

Stevenson, Lacie – LBHS/PHS, Accompanist – Effective 4/30/2019

**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, Director of Fiscal Services  
Date: May 9, 2019

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 :	113,778,785.00	2,147,374.00	115,926,159.00	83,084,603.89	32,841,555.11	71.67
FEDERAL REVENUES :	5,487,500.00	4,978,718.00	10,466,218.00	4,988,252.62	5,477,965.38	47.66
OTHER STATE REVENUES :	15,200,891.00	1,400,226.00	16,601,117.00	8,006,225.30	8,594,891.70	48.22
OTHER LOCAL REVENUES :	851,802.00	328,078.00	1,179,880.00	1,072,182.86	107,697.14	90.87

\* TOTAL YEAR TO DATE REVENUES \* \* 135,318,978.00 \* 8,854,396.00 \* 144,173,374.00 \* 97,151,264.67 \* 47,022,109.33 \* 67.38

EXPENDITURE DETAIL

CERTIFICATED SALARIES :	52,793,069.00	956,844.00	53,749,913.00	42,662,696.53	11,087,216.47	79.37
CLASSIFIED SALARIES :	17,485,493.00	1,539,938.00	19,025,431.00	15,518,094.11	3,507,336.89	81.56
EMPLOYEE BENEFITS :	37,719,861.00	778,389.00	38,498,250.00	26,660,414.56	11,837,835.44	69.25
BOOKS AND SUPPLIES :	10,575,960.00	2,714,642.33	13,290,602.33	4,461,382.58	8,829,219.75	33.56
SERVICES, OTHER OPER. EXPENSE:	8,604,900.00	4,194,186.20	12,799,086.20	8,390,688.16	4,408,398.04	65.55
CAPITAL OUTLAY :	1,912,000.00	2,251,304.00	4,163,304.00	3,325,711.06	837,592.94	79.88
OTHER OUTGOING :	1,730,000.00	11,000.00	1,719,000.00	1,105,171.00	613,829.00	64.29
DIRECT SUPPORT/INDIRECT COSTS:	351,742.00	37,767.00	389,509.00	4,876.45	384,632.55	1.25
PRIOR YEAR EXPENDITURE :	987,288.00		987,288.00	619,535.42	367,752.58	62.75

\* TOTAL YEAR TO DATE EXPENDITURES \* \* 131,456,829.00 \* 12,386,536.53 \* 143,843,365.53 \* 102,738,816.97 \* 41,104,548.56 \* 71.42

OTHER FINANCING SOURCES ( USES )

INTERFUND TRANSFERS - OUT :	3,515,000.00	1,550,000.00	1,965,000.00	1,967,738.63	2,738.63	100.13
CONTRIB.- RESTRICTED PROGRAMS:	.00		.00	.00	.00	NO BDGT

\* TOTAL YEAR TO DATE OTHER FINANCING \* \* 3,515,000.00 \* 1,550,000.00 \* 1,965,000.00 \* 1,967,738.63 \* 2,738.63 \* 100.13

UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

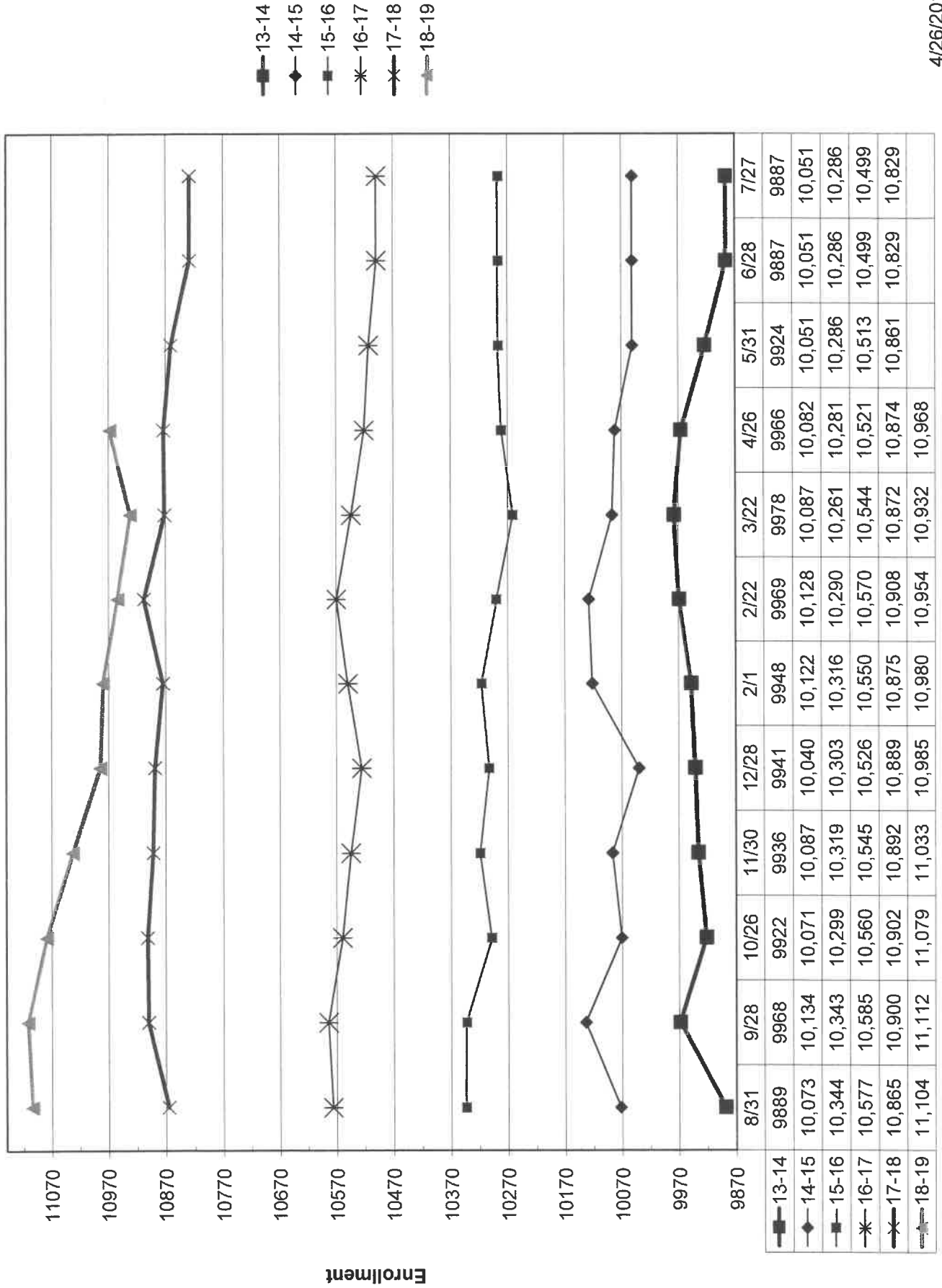
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
-----				
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	21,505,129.16	9,796,708.40-	11,708,420.76
9130	REVOLVING CASH ACCOUNT	25,000.00	200.00	25,200.00
9135	CASH W/ FISCAL AGENT		31.24-	31.24-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	1,826,141.05	691,785.16-	1,134,355.89
9310	DUE FROM OTHER FUNDS	380,245.66	682,139.55-	301,893.89-
9319	DUE FROM OTHER FUNDS - SET UP		4,876.45	4,876.45
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,370,788.03-	2,183,074.55	187,713.48-
9522	STRS REF EXCESS CONTRIBUTION	863.90-	360.06-	1,223.96-
9550	USE TAX LIABILITY	4,052.00	39,665.20-	35,613.20-
9553	REPAY	996.83-	952.08	44.75-
9554	INSURANCE		15,346.29	15,346.29
9555	125 DEP CARE & MED REIMBURSE		10,800.22-	10,800.22-
9556	MISC DISTRICT VOL-DEDS (1)		76,709.99-	76,709.99-
9557	Refunds of PERS, STRS, SS, MED		1.91	1.91
9564	RETIREE LIABILITY	99,766.31-	12,806.82-	112,573.13-
9567	INSURANCE MISCELLANEOUS		120,497.86-	120,497.86-
9610	DUE TO OTHER FUNDS	17,827.46-	18,265.99	438.53
9650	UNEARNED (DEFERRED) REVENUE	2,032,371.18-	2,032,371.18	.00
-----				
* NET YEAR TO DATE FUND BALANCE	**	19,220,204.16 *	7,176,416.05-*	12,043,788.11 *
-----				
* EXCESS REVENUES/(EXPENDITURES)	**	19,220,204.16 *	7,176,416.05-*	12,043,788.11 *

UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

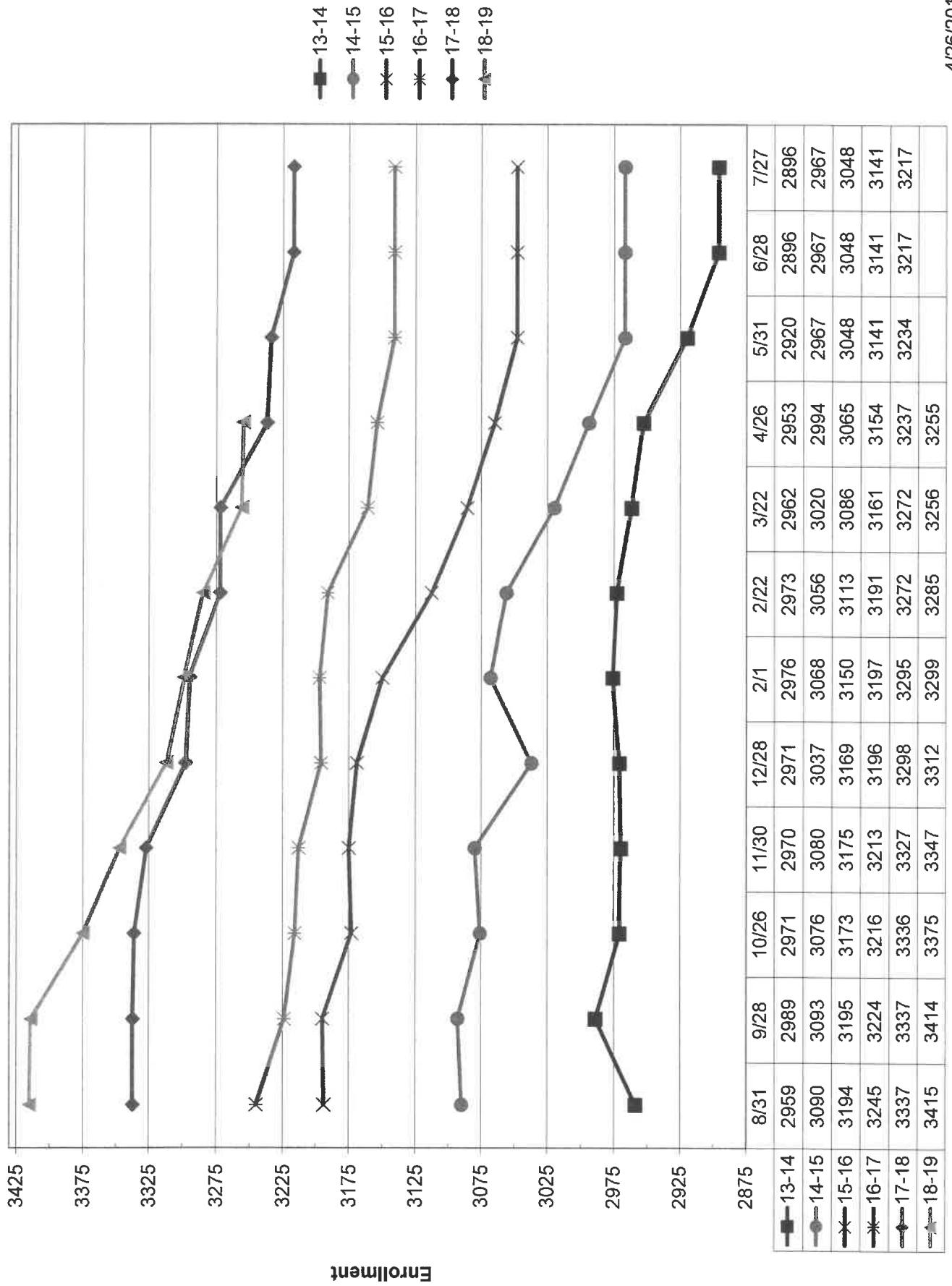
OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	135,318,978.00	8,854,396.00	144,173,374.00	97,151,264.67	47,022,109.33	67.38
B.	EXPENDITURES	131,456,829.00	12,386,536.53	143,843,365.53	102,738,816.97	41,104,548.56	71.42
C.	EXCESS REVENUES ( EXPENDITURES )	3,862,149.00	3,532,140.53	330,008.47	5,587,552.30	5,917,560.77	0.00
D.	OTHER FINANCING SOURCES ( USES )	3,515,000.00	1,550,000.00	1,965,000.00	1,967,738.63	2,738.63	100.13
E.	NET CHANGE IN FUND BALANCE	347,149.00	1,982,140.53	1,634,991.53	7,555,290.93	5,920,299.40	462.09
F.	FUND BALANCE :						
	BEGINNING BALANCE (9791)	.00	.00	.00	.00	.00	NO BDGT
	AUDIT ADJUSTMENTS (9793)	.00	.00	.00	.00	.00	NO BDGT
	OTHER RESTATEMENTS (9795)	.00	.00	.00	.00	.00	NO BDGT
	ADJUSTED BEGINNING BALANCE	.00	.00	.00	.00	.00	NO BDGT
G.	ENDING BALANCE	347,149.00	1,982,140.53	1,634,991.53	7,555,290.93	5,920,299.40	462.09

# K-12 Enrollment (including SDC) by Month



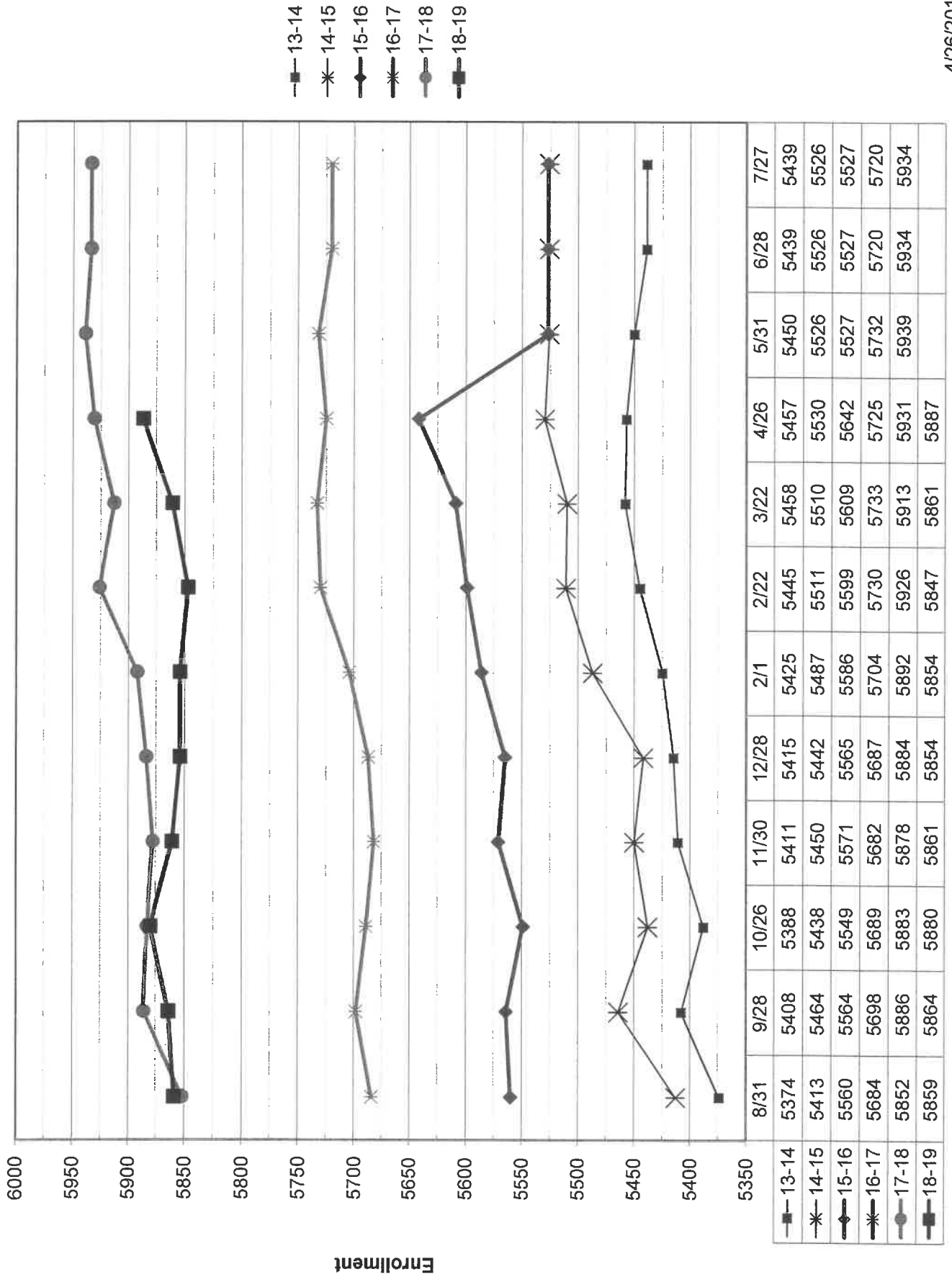


### 9-12 Enrollment (including SDC)





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



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	17.49%	17.49%
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	15.90%	33.38%
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	5.79%	39.17%
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	5.04%	44.22%
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	15.20%	59.42%
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	10.82%	70.23%
JAN		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	18.53%	59.13%	\$132,937.61	7.51%	77.74%
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	9.99%	87.73%
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	8.75%	96.49%
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	3.51%	100.00%
MAY	\$436,037.69	29.68%	88.29%	\$787,362.62	34.34%	92.27%	\$549,872.46	16.03%	92.45%		0.00%	100.00%
JUN	\$171,996.03	11.71%	100.00%	\$177,319.04	7.73%	100.00%	\$258,832.61	7.55%	100.00%		0.00%	100.00%
TOTAL	\$1,469,081.56	100.00%		\$2,293,035.19	100.00%		\$3,429,640.53	100.00%		\$1,770,596.46	100.00%	

## Board Reference Material

**SUBJECT TITLE:**     Honors Ag Chemistry, Ag Physics, & Ag Systems Management  
(Second Reading)

**REQUESTED ACTION:** Adopt

Action   X  

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

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### **RECOMMENDATION:**

It is recommended the Board adopt the Agricultural Department courses Honors Ag Chemistry, Ag Physics, and Ag Systems Management for the District.

### **BACKGROUND INFORMATION:**

These courses have been approved to be added to A-G

The District Secondary Curriculum Council, at its March 14, 2019 meeting reviewed and approved the courses.

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

Goal #2: All students will graduate from high school having completed a clear pathway of A-G requirements and ready to enter a four-year university or have completed a vocational pathway and are ready to enter a technical school or the workforce.

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

There is no identified opposition.

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

Instructional Materials: No cost to the district

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ORIGINATOR: Paul J. Enos, Assistant Superintendent, Secondary Education  
Date: May 9, 2019

**Los Banos Unified School District  
Secondary Course Outline Submittal Procedures  
New and Revised Courses**

*Honors*  
~~Pre AP~~ Ag Chemistry

The Department Head or designated subject area leader identifies the need for a new course of study or for revisions to an existing course. Once identified, they will work collaboratively with designated site leadership to complete the course approval or revision process. All documents must be in final form before submitted to the curriculum council.

**NEW OR REVISED COURSE SUBMISSION PROCESS / DOCUMENTS**

- I. Course proposal identified, consensus reached within department(s), course outline approval document completed, signed and submitted.
- II. Department Head(s) Approval / Disapproval / Revisions; hence, submission of approved proposal to Principal, or designee.
- III. Principal, or designee present proposal to Assistant Superintendent for approval / disapproval / revisions
- IV. Submission to Curriculum Council for Review and Recommendation
- V. Approval / Disapproval / Recommendation by Board
- VI. Implementation

**REQUIRED APPROVAL DOCUMENTS**

FORM A-1: Course Outline Approval

FORM A-2: Course Eligibility Summary

FORM B: Course Syllabus/Outline (Pacing Calendar if available)

FORM C: Course Revision Approval Form

# FORM A-1

## LOS BANOS UNIFIED SCHOOL DISTRICT Course Outline Approval Form

<b>Course Title:</b>	<del>Pre-AP</del> <sup>Honors</sup> Agricultural Chemistry		
<b>Grade Level:</b>	10-12	<b>Course Number:</b>	
<b>Principal or Designee Approval Date:</b>			
<b>Type of Credit / What Department:</b>	College prep / science		
<b>Credential Required / Available:</b>	Agriculture or Agriculture Authorization		

<b>Originating School:</b>	LBHS
<b>Originating Department:</b>	LBHS Agriculture Department
<b>Originating Teacher:</b>	Jonathan Betschart

**This action involves a:**

<input checked="" type="checkbox"/>	New course		Course content revision		Course deletion
			Textbook Approval		
			Title change		

**Rationale for action:**

With the continuing development of agricultural pathways and the desire to produce pathway finishers, the Agriculture department realizes the need to provide instruction at a Pre - AP level for second year students who desire to take AP Chemistry in either their junior or senior year. This course will be an option for students as a second agriculture based science course.

Signatures: In order to eliminate course duplication and to ensure full district communication, applicable signatures are required before course is submitted to Curriculum Council.

Signature/Date	Los Banos HS	Los Banos Junior HS	Pacheco HS	San Luis HS
Principal				
Counselor				
Dept. Chair				

**Curriculum Council Approval:**

\_\_\_\_\_ Date 3/14/19  
 Secondary Area Administrator

**Board Approval:**

\_\_\_\_\_ Date \_\_\_\_\_

FORM A-2

LOS BANOS UNIFIED SCHOOL DISTRICT  
Course Eligibility Criteria

1. Course Identification *Honors*

Course Title:		<del>Pre-AP</del> Agricultural Chemistry				Grade Level:		10-12	
Course length/Credits:				Seeking "Honors" Distinction?					
		1 semester (5 credits)		<input checked="" type="checkbox"/>	Yes			No	
<input checked="" type="checkbox"/>		1 year (10 credits)							
		2 years (20 credits)		Weighted GPA (Advanced Placement or International					
		Other:		Baccalaureate course)?					
				<input checked="" type="checkbox"/>	Yes		<input checked="" type="checkbox"/>	No	
Multiple Credit									
		Yes	<input checked="" type="checkbox"/>	No	Submitting for UC A-G?				
					<input checked="" type="checkbox"/>	Yes		No	
Max. Credits:		Subject area requirement: Area D lab science							
Department Area					Graduation Requirement				
<input checked="" type="checkbox"/>		Agriculture					Elective		
		Business					English		
		English					Foreign Language		
		Family & Consumer Science					Health		
		Foreign Language					History-Social Studies		
		History-Social Science					Mathematics		
		Industrial Technology					Physical Education		
		Mathematics				<input checked="" type="checkbox"/>	Science		
		Non Departmental					Visual & Performing Arts		
		Physical Education					Other:		
		Science							
		Visual & Performing Arts							
		Other:							
Prerequisites:		B or better in Ag Biology B or better in Integrated Math 1 or Integrated Math I/II							
Co-requisites:		Concurrent enrollment in Integrated Math II or Integrated Math II/III							
<i>for office use only</i>									
SIS Course #				Board of Education Approval Date					
Transcript Title/Abbreviation									



# FORM B

## LOS BANOS UNIFIED SCHOOL DISTRICT Course Syllabus / Outline Criteria

### 1. Course Identification

~~Pre-AP~~ Ag Chemistry

### 2. Course Description

In this course, students will gain an understanding about different chemicals and the ways they interact and react with each other. Placement in the Ag Department ensures that topics covered will focus on Chemistry's applications to the environment and agricultural practices in our growing area. In particular, the Chemistry of soils will be explored as the primary link between Chemistry and Agriculture. This course covers the content in the Next Generation Science Standards set forth for high school physical sciences that are related to chemistry. Students will gain particular knowledge of atomic structure as well as chemical reactions and equilibrium, which will be supplemented by hands-on labs and completion of lab reports to present their findings through use of the scientific method. Due to the co-curricular nature of FFA and SAE (Supervised Agricultural Experience) students will be required to participate in both FFA and SAE activities, both of which are graded components of the course. In addition to the Ag CP chemistry content, additional emphasis will be given to the mathematics involved in kinetics, acid and bases, equilibrium, and electrochemistry. As a culminating activity, students will also develop and present a content-relevant research project for the state agricultural science fair (Agriscience Fair).

### 3. Course Goals and/or Major Student Outcomes

This course is designed to give the students a strong foundation in the fundamental principles of chemistry, in order to prepare them for AP Chemistry. The course will provide students with hands-on experience relating to course content, particularly through soil investigations. Students will be able to research and prepare a formal research paper and also develop and present a content-relevant research project for the state agricultural science fair (Agriscience Fair).

### 4. Course Objectives/Content Standards (STANDARDS MAP IF AVAILABLE)

NGSS Standards	
HS-PS1-1.	Use the periodic table as a model to predict the relative properties of elements based on the patterns of electrons in the outermost energy level of atoms.
HS-PS1-2.	Construct and revise an explanation for the outcome of a simple chemical reaction based on the outermost electron states of atoms, trends in the periodic table, and knowledge of the patterns of chemical properties.
HS-PS1-3.	Plan and conduct an investigation to gather evidence to compare the structure of substances at the bulk scale to infer the strength of electrical forces between particles.
HS-PS1-4.	Develop a model to illustrate that the release or absorption of energy from a chemical reaction system depends upon the changes in total bond energy.
HS-PS1-5.	Apply scientific principles and evidence to provide an explanation about the effects of changing the temperature or concentration of the reacting particles on the rate at which a reaction occurs.
HS-PS1-6.	Refine the design of a chemical system by specifying a change in conditions that would produce increased amounts of products at equilibrium.*

HS-PS1-7.	Use mathematical representations to support the claim that atoms, and therefore mass, are conserved during a chemical reaction.
HS-PS1-8.	Develop models to illustrate the changes in the composition of the nucleus of the atom and the energy released during the processes of fission, fusion, and radioactive decay.
HS-PS3-4.	Plan and conduct an investigation to provide evidence that the transfer of thermal energy when two components of different temperature are combined within a closed system results in a more uniform energy distribution among the components in the system (second law of thermodynamics).
HS-PS4-1.	Use mathematical representations to support a claim regarding relationships among the frequency, wavelength, and speed of waves traveling in various media.
HS-PS4-2.	Evaluate questions about the advantages of using a digital transmission and storage of information.
HS-PS4-3.	Evaluate the claims, evidence, and reasoning behind the idea that electromagnetic radiation can be described either by a wave model or a particle model, and that for some situations one model is more useful than the other.
HS-PS4-4.	Evaluate the validity and reliability of claims in published materials of the effects that different frequencies of electromagnetic radiation have when absorbed by matter.
HS-PS4-5.	Communicate technical information about how some technological devices use the principles of wave behavior and wave interactions with matter to transmit and capture information and energy.*
HS-ETS1-1.	Analyze a major global challenge to specify qualitative and quantitative criteria and constraints for solutions that account for societal needs and wants.
HS-ETS1-2.	Design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.
HS-ETS1-3.	Evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics as well as possible social, cultural, and environmental impacts.
HS-ETS1-4.	Use a computer simulation to model the impact of proposed solutions to a complex real-world problem with numerous criteria and constraints on interactions within and between systems relevant to the problem.

## 5. Course Outline

Pre-AP Chemistry Topics			
General Topics	Concepts Covered	Essential Questions	Standards/NGSS
Introduction to Science	Safety Chemistry Lab Equipment Fundamentals of Experimental Design Organizing Data	-What practices are followed to ensure safety in the laboratory? -What equipment is used in a chemistry lab? -What is measured during a controlled experiment? -How is data displayed to make it meaningful?	NGSS Science and Engineering Practices (1, 2, 3, 4, 6, & 7)
Math in Chemistry	Significant Digits & Measurement Significant Figures Solving Algebraic Formulas Percent Error	-What digits are significant when recording a measurement? -Which digits are significant when calculations are made? -How are variables isolated and solved in simple algebraic expressions?	NGSS Science and Engineering Practices (5 & 8) HS-PS1-7.
Nucleus	Isotopes Ions Average Atomic Mass <b>Historical experiments that discovered subatomic particles</b>	-Are all atoms of an element alike? -How are ions made from neutral atoms? -How are the masses on the periodic table determined? <b>-What experiments led to the modern model of the atom?</b>	HS-PS1-7. HS-PS1-8. CSSC 1. a,e,h

Electrons	Coulombic Attraction Electron Energy & Light Electron Configurations <b>Experimental basis of quantum theory</b> <b>Planck's Relationship</b>	-What variables will affect the force of attraction between charged particles? -How does light reveal the behavior of electrons in an atom? -What is the electron structure in an atom?	HS-PS1-1. HS-PS1-2 HS-PS4-3. CSSC 1. d,g,i,j
Periodic Table	Cracking the Periodic Table Code Periodic Trends <b>Modern Element Groups (lanthanides, actinides and transactinides)</b>	-Why are the elements on the periodic table list the way they are? -Can the properties of an element be predicted using a periodic table?	HS-PS1-1. HS-PS1-2. CSSC 1. b-d,f,g
Nomenclature	Naming Ionic Compounds Polyatomic Ions Naming Molecular Compounds Naming Acids <b>Naming Organic Molecules</b>	-What are the structural units that make up ionic compounds and how are they named? -Can groups of atoms have a charge? -How are the chemical formula and name of a molecule related? -What makes an acid unique and how are acids named?	CSSC 2. a <b>CSSC 10. d</b>
Reactions	Types of Chemical Reactions Relative Mass & the Mole Mole Ratios Limiting and Excess Reactants <b>% Yield</b> <b>Bond Formation</b>	-Do atoms rearrange in predictable patterns during chemical reactions? -How are atoms counted? -How can the coefficients in a chemical equation be interpreted? -Is there enough of each chemical reactant to make a desired amount of product? <b>-How does electronegativity and ionization energy relate to bond formation?</b>	HS-PS1-3. HS-PS1-4. HS-PS1-7. CSSC 2. a-d,e-g CSSC 3. a-f
Thermo-chemistry	Calorimetry Bond Energy Phase Change <b>Hess's Law</b>	-What is the relationship between heat energy and temperature? -What makes a reaction endothermic or exothermic? -How much energy is required for a phase change to occur? <b>-How can exothermic or endothermic reactions be predicted?</b>	HS-PS1-4. HS-PS3-4. CSSC 7. a-d, e
Gases	Gas Variables <b>Ideal Gasses</b> <b>Dalton's Law of Partial Pressures</b> <b>Graham's Law</b>	-How are the variables that describe a gas related? -How does gas behavior and phase changes allow weather predictions? <b>-How can the compositing of gases be described using Dalton's Law of Partial Pressures?</b> <b>-At what rate do gasses effuse or diffuse across a space?</b>	CSSC 4. a-f, h, i
Solutions	Saturated and Unsaturated Solutions Solubility Molarity <b>Molality</b> <b>Freezing Point Depression &amp; Boiling Point Elevation</b> <b>Separation of molecules</b>	-Is there a limit to the amount of solute that will dissolve in a solvent? -How is the quantity of a solute in a saturated solution determined? -How can the concentration of a solution be expressed quantitatively? <b>-What methods can be used to separate of molecules in solution?</b>	CSS 6. a-d, e,f

Equilibrium and Kinetic	Equilibrium Kinetics <b>Activation Energy</b>	-At what point is a reversible reaction "completed"? -How does the equilibrium constant expression represent a reaction? -What role does activation energy play in a chemical reaction?	HS-PS1-5. HS-PS1-6. CSSC 8. a-c, d CSSC 9. a-b, c
Acids and Bases	Acids and Bases Strong versus Weak Acids Calculating pH <b>Henderson-Hasselbalch</b>	-How do acids and bases behave in water? -What makes a strong acid strong? -How is pH related to the concentration of hydronium ions? -How do buffers stabilize pH?	CSSC 5. a-f, g
Electro-chemistry	Oxidation and Reduction The Activity Series Batteries	-What happens when electrons are transferred in a chemical reaction? -Which metals lose their electrons more easily? -How does a battery (voltaic cell) work? -How is the voltage of a battery determined by the activity series (Nernst Equation)?	CSSC 3. g
Nuclear Chemistry	Unstable Nuclei Types of Radiation Uses of Radioactive Materials <b>Half-Life</b>	-What makes an atomic nucleus unstable? -What are the three most common types of radiation? -How are radioactive materials used? -At what rate does radioactive material decay?	HS-PS1-8. CSSC 11. a-e, f

## 6. Texts & Supplemental Instructional Materials

Pearson Chemistry -2012 Staley, Wilbraham, Matta & Waterman  
Composting in the Classroom - Troutman & Krasny  
POGIL Project -Guided Inquiry for Chemistry

## 7. Key Assignments

### **Agriculture Science Fair Project**

Students will create a hypothesis, design and run a well-balanced experiment, record data, and analyze results of an agriculture related experiment. The students will have four months to run an experiment, record results, write a paper, create a display board, and compete in a school wide science fair competition. The purpose of this project is to give students a chance to use the scientific method in an agriculturally related manner while giving them hands on experience.

### **Lab Skill Development - Filtering**

Students will set up a filtering system with ring stand, funnel, filter paper, and catch vessel. They will then filter a known amount of an insoluble salt through their filter and perform calculations to determine the amount of filtrate recovered. They will conclude the experience by properly performing a percent yield calculation to describe their relative success in recovery of the original solid. Filtering skills will be utilized later in the course in the limiting reagent lab.

### **Icosahedron Project -**

Students will investigate an element with ties to agriculture. They will follow instructions to build an icosahedron (20 sided figure) for display in the classroom.

### **Names and Formulas for Ionic Compounds**

The purpose of this lab is to observe the formation of compounds and to write their names and formulas. Using a reaction surface, students will mix various chemicals including silver nitrate with sodium carbonate, lead nitrate with sodium phosphate, and calcium chloride with sodium hydroxide. The students will describe each precipitate that forms and write the formulas and names of the chemical compounds produced in the mixture.

### **Making Ionic Compounds**

Students will mix solutions containing cations and anions to make ionic compounds. Students will create compounds such as iron carbonate, silver phosphate and lead hydroxide. Students will write the formula for each compound formed and discuss which compounds will be soluble in water.

### **Avogadro's number Activity**

Students will write their name with chalk on a piece of construction paper. They will then utilize the mole concept, avogadro's number and dimensional analysis to calculate the number Calcium atoms present in their name on their construction paper.

### **Stoichiometry Lab**

Multiple options here but regardless of instructor choice, emphasis will be placed on factor label method and determining the expected amount of product to be made from a given amount of initial reactant combined with an excess reagent. % yield calculation will also be incorporated into the lab write up.

### **Soil Chemistry Lab**

Students will test the acidity of soil relative to practices common in annual crop production, including soil liming. Students will examine the reactions present in soil when limed and write the balanced chemical equation for the reaction. Students will also obtain an alfalfa plant with intact roots and nodules. The class will discuss the chemical reaction that takes place in the root nodules to produce Nitrogen. Students will write the balanced chemical equation and identify the type of chemical reaction taking place in root nodules of legumes.

### **Compost Preparation**

Incorporated into investigations of bond energy, students will research composting methods and utilize a bioreactor made up of nested garbage cans. Biomass will be tested for moisture content in order to generate optimal end product and other variables such as turning schedules, particle size, and passive air flow methods will be independently researched by students.

### **Preparation and Properties of Biodiesel**

Biodiesel is an alternative, processed fuel for cars and trucks that is obtained from biological sources. The purpose of this activity is to prepare biodiesel fuel and to investigate the amount of energy it releases when burned. Students will calculate the change in temperature, amount of energy absorbed, and the heat of combustion of the fuel from the change in energy of the water and the mass of fuel consumed. Students will then discuss the potential for using biodiesel in agriculture settings and how it can benefit the environment.

### **Limiting Reagent Lab**

Multiple options for reactants in this double replacement reaction lab analysis. Lead nitrate and potassium iodide will produce a brilliant yellow color and a discussion of agricultural food prep and consumption is relevant as dish ware is no longer made and colored with lead based dyes. A blander version of the lab involves aqueous solutions of Calcium nitrate and sodium carbonate to produce a less interesting but just as effective white precipitate of Calcium carbonate. Students will perform stoichiometric calculations to identify the limiting reagent in the process and incorporate a % yield calculation into their lab report.

### **VSEPR Theory Activity -**

Students will utilize molecular models to construct shapes of various covalently bonded compounds. Bonding and nonbonding domains will be identified and polar bonds and their impact on total molecular polarity will be additional objectives.

### **Phase Change of Water/Latent heat of phase change lab activities**

Students will change the phase of water from solid, to liquid, to vapor by melting ice on a hot plate. Students will record the temperature in degrees Celsius every minute and plot time versus temperature on a graph. The purpose of this lab is to understand the flow of energy and change of temperature when a substance changes state. Pushing past this concept, students will use concepts of specific heat and latent heat of phase change to predict the final temperature of a system composed of water and a unspecified amount of ice at a specific temperature.

### **Gas Collection Lab**

Students will utilize a gas collection system to produce Hydrogen gas in a single displacement reaction with a known Molar concentration of Hydrochloric acid. Students will determine the limiting reagent in their initial reaction, collect their H<sub>2</sub> gas over water, and account for the vapor pressure change of the additional water in their final determination of volume of H<sub>2</sub> gas produced. Finally, they will make use of the ideal gas equation ( $PV = nRT$ ) in their determination of % yield for the process.

### **Reaction Rates Qualitative Lab - Steel Wool**

A piece of steel wool is burned in a bunsen burner in three distinct ways. The first while rolled into a tight pea sized ball, the second in a loose golf ball sized ball, and finally as just a few tufts of fibers exposed to the hot flame. Reaction rate as influenced by surface area is discussed in the analysis section of the activity.

### **Soil pH**

Students will bring in soil samples from various locations around the county. Students will record the place in which each sample was taken and note any agriculture or industrial activity that has taken place in the soil's surroundings. They will then dilute them in water and test the pH of each soil using pH test strips. After recording their observations, students will make inferences about how the use of each soil impacts its pH and the effect agriculture has on soil pH.

### **Cheese-Making**

The purpose of this activity is to examine the effects of enzyme activity and the different densities of milk components. Students will create cheese from powdered milk, age it for 48 hours and record observations of the final product. Students will discuss how pH, temperature, and bacteria type affect the cheese-making process.

## **Organic Chemistry**

### **Organic Models Lab**

Students will build models of organic molecules and name the nine structural isomers of heptane. Using a ball and stick kit, students will use colors to represent certain elements. They will build a model for a straight chain isomer of heptanes followed by the eight other structural isomers. Students will determine which is the shortest possible straight carbon chain in the isomer and why each one has its own unique name.

### **Milk is a Natural**

The purpose of this lab is to separate the protein and carbohydrate components of skim milk and verify their identity. This lab activity involves the separation, identification, and quantitative analysis of the protein and carbohydrate fractions of skim milk. The experimental results will be compared against the information provided on the nutritional label for the amount of protein and carbohydrate in milk.

Quality curriculum is constantly evolving and it is anticipated/expected that these key assignments are revisited on a consistent basis to reflect new additions of labs and key activities that will improve the learning experience for our students.

## **8. Instructional Methods and/or Strategies**

Instructional Methods includes:

- Direct Instruction with frequent checks for understanding: lecture, reading, in class research, problem sets, presentations, and guest speakers
- Instructional Materials: textbook, primary and secondary materials, experts from the field, and electronic media
- Team Teaching which will include business, university, and community based partners
- Community based applied concept projects
- Self-directed, cooperative, and collaborative learning and laboratory projects
- Lab-based inquiry
- Guided Inquiry (POGIL)
- Instruction adaptable to levels of learning - Built in remediation/enrichment to differentiate instruction for all learners. Approximately one day in five is dedicated to reteaching students who fail to grasp initial concepts and providing enrichment opportunities for those who experience success with grasping concepts following first exposure.

## 9. Assessment Methods and/or Tools

Evaluation of student performance is based on individual abilities, interests, and talents. Methods by which student progress is assessed will be through a variety and/or combination of methods. The methods available include but are not limited to the following:

- Maintaining a laboratory notebook and journal of all experiments, observations, etc.
- Regular review of work by science teacher
- Weekly diagnostics to guide instruction
- Teacher Observation
- Student demonstration
- Student work samples
- Written examination
- Laboratory experiments

## 10. Honors Designation (Honors Courses Only)

Pre-AP courses merit an Honors distinction.

The Pre-AP Ag Chemistry course will assume that the students are capable of separating variables, solving equations for single or multiple variables, and solving logarithmic functions. This assumption will influence the class in that minimal review of these math topics will be discussed during class time. A summer assignment utilizing Khan academy or equivalent will be utilized to refresh/ensure that students mathematical skill set is on par with the demands of the course. Additional homework maybe expected for students to review these concepts. Whereas the regular CP course has in its pacing guide an often qualitative approach to concepts, this class will more fully cover calculation based aspects of chemistry such as calculations using Planck's constant, equilibrium (including the utilization and determination of K values, half-life, ideal gas law, and Redox reactions. All items listed in bold in the above course outline represent topics not covered in the regular CP courses, making Honors distinction necessary.



**FORM C**

**LOS BANOS UNIFIED SCHOOL DISTRICT  
Course Revision Approval Form**

<b>Course Title</b>	<i>Honors Ag</i> <del>Pre-AP Chemistry</del>							
<b>Action:</b>	<input checked="" type="checkbox"/>	<b>Content Revision</b>	<input checked="" type="checkbox"/>	<b>Textbook Revision</b>	<input checked="" type="checkbox"/>	<b>Title Change</b>	<input type="checkbox"/>	<b>Course Deletion</b>

Signatures are needed to ensure full district communication, applicable signatures are required before course revision is submitted to Curriculum Council.

Signature/ Date	Los Banos HS	Los Banos Junior HS	Pacheco HS	San Luis HS
Principal				
Counselor				
Dept. Chair				

<i>District Curriculum Council and Board of Education Approval</i>				
Date	<b>District Curriculum Council Action</b>			
	<b>Approved:</b>	<b>DCC Signature</b>		
	<b>Approved as amended:</b>			
	<b>Disapproved:</b>			
Date	<b>Board of Education Action</b>			
	<b>Approved as Amended:</b>			
	<b>Disapproved:</b>			

**Los Banos Unified School District**  
**Secondary Course Outline Submittal Procedures**  
**New and Revised Courses**

Course:

Ag Physics

The Department Chair or designated subject area leader identifies the need for a new course of study or for revisions to an existing course. Once identified, they will work collaboratively with designated site leadership to complete the course approval or revision process. All documents must be in final form before submitted to the curriculum council.

**NEW OR REVISED COURSE SUBMISSION PROCESS / DOCUMENTS**

- I. Course proposal identified, consensus reached within department(s), course outline approval document completed, signed and submitted.
- II. Department Chair(s) Approval / Disapproval / Revisions; hence, submission of approved proposal to Principal, or designee.
- III. Principal, or designee present proposal to Area Administrator for approval / disapproval / revisions
- IV. Submission to Curriculum Council for Review and Recommendation
- V. Approval / Disapproval / Recommendation by Board
- VI. Implementation

**REQUIRED APPROVAL DOCUMENTS**

FORM A-1: Course Outline Approval

FORM A-2: Course Eligibility Summary

FORM B: Course Syllabus/Outline (Pacing Calendar if available)

FORM C: Course Revision Approval Form

# FORM A-1

## LOS BANOS UNIFIED SCHOOL DISTRICT Course Outline Approval Form

<b>Course Title:</b>	Agriculture Physics		
<b>Grade Level:</b>	10-12	<b>Course Number:</b>	
<b>Principal or Designee Approval Date:</b>			
<b>Type of Credit / What Department:</b>	For graduation; approved for A-G for UC/CSU Agriculture		
<b>Credential Required / Available:</b>	Agriculture/Ag Specialist		

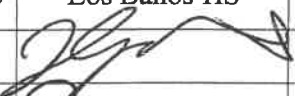
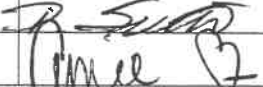


<b>Originating School:</b>	Los Banos High School
<b>Originating Department:</b>	Los Banos High School Agriculture Department
<b>Originating Teacher:</b>	Stuart McCullough

**This action involves a:**

- New course                     
  Course content revision                     
  Course deletion  
 Textbook Approval  
 Title change

**Rationale for action:**

Signatures: In order to eliminate course duplication and to ensure full district communication, applicable signatures are required before course is submitted to Curriculum Council.

Signature/Date	Los Banos HS	Los Banos Junior HS	Pacheco HS	San Luis HS
Principal				
Dept. Chair				

**Curriculum Council Approval:** Paul J. Enos Date 3/14/19  
 Secondary Area Administrator

**Board Approval:** \_\_\_\_\_ Date \_\_\_\_\_

**FORM A-2**

**LOS BANOS UNIFIED SCHOOL DISTRICT  
Course Eligibility Criteria**

**1. Course Identification**

<b>Course Title:</b>	Agriculture Physics	<b>Grade Level:</b>	10-12
<b>Course length/Credits:</b> <input type="checkbox"/> 1 semester (5 credits) <input checked="" type="checkbox"/> 1 year (10 credits) <input type="checkbox"/> 2 years (20 credits) <input type="checkbox"/> Other: 1-4 years: About 2/3 of the repertoire changes annually.		<b>Seeking "Honors" Distinction?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Multiple Credit</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Weighted GPA (Advanced Placement or International Baccalaureate course)?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Max. Credits:</b> 10		<b>Submitting for UC A-G?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Subject area requirement:        D – Lab Science	
<p align="center"><b>Department Area</b></p> <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Business <input type="checkbox"/> English <input type="checkbox"/> Family & Consumer Science <input type="checkbox"/> Foreign Language <input type="checkbox"/> History-Social Science <input type="checkbox"/> Industrial Technology <input type="checkbox"/> Mathematics <input type="checkbox"/> Non Departmental <input type="checkbox"/> Physical Education <input type="checkbox"/> Science <input type="checkbox"/> Visual & Performing Arts <input type="checkbox"/> Other:		<p align="center"><b>Graduation Requirement</b></p> <input type="checkbox"/> Elective <input type="checkbox"/> English <input type="checkbox"/> Foreign Language <input type="checkbox"/> Health <input type="checkbox"/> History-Social Studies <input type="checkbox"/> Mathematics <input type="checkbox"/> Physical Education <input checked="" type="checkbox"/> Science <input type="checkbox"/> Visual & Performing Arts <input type="checkbox"/> Other:	
<b>Prerequisites:</b>	Ag Biology or Ag Physical Science or Biology CP		
<b>Co-requisites:</b>			
<i>for office use only</i>			
<b>SIS Course #</b>		<b>Board of Education Approval Date</b>	
<b>Transcript Title/Abbreviation</b>			

# FORM B

## LOS BANOS UNIFIED SCHOOL DISTRICT Course Syllabus / Outline Criteria

### 1. Course Identification

Complete each section of the identification form **or** provide a comprehensive course outline that addresses each of the following areas.

### 2. Course Description

Physics is the study of matter and energy and the interaction between them. Physics is about asking fundamental questions about the world around us, and trying to answer them by observing and experimenting. This course gives students a good foundation in Physics with related Earth Science phenomena and Engineering applications. The following topics will be covered: forces, laws of motion, structures, plate tectonics, momentum, collisions, universal gravity, Kepler's laws, planetary motion, waves, earthquakes, wave technology, the nature of light, optics and light spectra, the big bang theory, electrostatics, electricity and circuits, magnetism and electromagnetic induction, energy, power plants, renewable sources, nuclear radiation and processes, and history of the Earth, stars and the universe. This course also provides an opportunity and expectation for student's participation in the National FFA organization including FFA participation and a Supervised Agriculture Experience Project. This course meets all NGSS standards for Physics and Engineering Design, and many NGSS standards for Earth and Space Sciences as well as a variety of agriculture standards and frameworks. This is one of three agriculture science courses that are required for high school graduation.

### 3. Course Goals and/or Major Student Outcomes

### 4. Course Objectives/Content Standards (STANDARDS MAP IF AVAILABLE)

#### Unit 1: Motion

Guiding Questions:

1. How can we explain and predict the motion of objects?
2. How are Earth's surface features formed?
3. How do engineers design, create, and test stable structures?

Performance Expectations:

HS-PS2-1: Analyze data to support the claim that Newton's second law of motion describes the mathematical relationship among the net forces on a macroscopic effect, its mass, and its acceleration.

HS-ESS2-1: develop a model to illustrate how Earth's internal and surface processes operate at a different spatial and temporal scales to form continental and ocean floor.

HS-ETS1-2: Design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.

HS-ETS1-3: Evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics, as well as possible social, cultural, and environmental impacts.

Science and Engineering Practices: Analyzing and Interpreting Data, Developing and Using Models, Constructing Explanations and Designing Solutions

### Disciplinary Core Ideas:

PS2.A Forces and Motion: Newton's second law accurately predicts changes in the motion of macroscopic objects.

ESS2.A Earth Materials and Systems: Earth's systems, being dynamic and interacting, cause feedback effects that can increase or decrease the original changes.

ESS2.B Plate Tectonics and Large-Scale System Interactions: Plate tectonics is the unifying theory that explains the past and current movements of the rocks at Earth's surface and provides a framework for understanding its geologic history. Plate movements are responsible for most continental and ocean-floor features and for the distribution of most rocks and minerals within Earth's crust.

ETS1.B Developing Possible Solutions: When evaluating solutions it is important to take into account a range of constraints including cost, safety, reliability and aesthetics and to consider social, cultural and environmental impacts.

ETS1.C: Optimizing the Design Solution: Criteria may need to be broken down into simpler ones that can be approached systematically, and decisions about the priority of certain criteria over others (trade-offs) may be needed.

Cross-Cutting Concepts: Stability and Change, Cause and Effect, Structure and Function

### Unit 2: Momentum

#### Guiding Questions:

1. How do the concepts of impulse, momentum, and collisions apply to sports?
2. How do engineers use impulse and momentum to reduce impact force on objects?

#### Performance Expectations:

HS-PS2-2: Use mathematical representations to support the claim that the total momentum of a system of objects is conserved when there is no net force on the system

HS-PS2-3: Apply scientific and engineering ideas to design, evaluate, and refine a device that minimizes the force on a macroscopic object during a collision

HS-ETS1-2: Design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.

HSETS1-3: Evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics as well as possible social, cultural, and environmental impacts.

Science & Engineering Practices: Using Mathematics and Computational Thinking, Constructing Explanations and Designing Solutions

#### Disciplinary Core Ideas:

PS2.A Forces and Motion: Momentum is defined for a particular frame of reference; it is the mass times the velocity of the object. In any system, total momentum is always conserved. If a system interacts with objects outside itself, the total momentum of the system can change; however, any such change is balanced by changes in the momentum of objects outside the system.

ETS1.A Defining and Delimiting Engineering Problems: Criteria and constraints also include satisfying any requirements set by society, such as taking issues of risk mitigation into account, and they should be quantified to the extent possible and stated in such a way that one can tell if a given design meets them.

ETS1.B Developing Possible Solutions: When evaluating solutions it is important to take into account a range of constraints including cost, safety, reliability and aesthetics and to consider social, cultural and environmental impacts. Both physical models and

computers can be used in various ways to aid in the engineering design process. ETS1.C Optimizing the Design Solution: Criteria may need to be broken down into simpler ones that can be approached systematically, and decisions about the priority of certain criteria over others (trade-offs) may be needed.

Cross-Cutting Concepts: Systems and System Models, Cause and Effect

### Unit 3: Gravity

Guiding Questions:

1. What factors affect Universal Gravitation?
2. What is the relationship between orbital period, orbital radius and velocity in an elliptical orbit?
3. How do we keep a satellite in orbit?

Performance Expectations:

HS-PS2-4: Use mathematical representations of Newton's Law of Gravitation and Coulomb's Law to describe and predict the gravitational and electrostatic forces between objects

HS-ESS1-4: Use mathematical or computational representations to predict the motion of orbiting objects in the solar system

HS-ETS1-4: Use a computer simulation to model the impact of proposed solutions to complex real-world problem with numerous criteria and constraints on interactions within and between systems relevant to the problem.

Science & Engineering Practices: Using Mathematics and Computational Thinking

Disciplinary Core Ideas:

PS2.B Types of Interactions: Newton's law of universal gravitation and Coulomb's law provide the mathematical models to describe and predict the effects of gravitational and electrostatic forces between distant objects. Forces at a distance are explained by fields (gravitational, electric, and magnetic) permeating space that can transfer energy through space. Magnets or electric currents cause magnetic fields; electric charges or changing magnetic fields cause electric fields.

ESS1.B Earth and the Solar System: Kepler's laws describe common features of the motions of orbiting objects, including their elliptical paths around the sun. Orbits may change due to the gravitational effects from, or collisions with, other objects in the solar system.

ETS1.B: Developing Possible Solutions: Both physical models and computers can be used in various ways to aid in the engineering design process. Computers are useful for a variety of purposes, such as running simulations to test different ways of solving a problem or to see which one is most efficient or economical; and in making a persuasive presentation to a client about how a given design will meet his or her needs.

Cross-Cutting Concepts: Patterns, Scale, Proportion and Quantity

### Unit 4: Waves

Guiding Questions:

1. Determine the relationship between frequency, wave speed, and wavelength of a wave in a medium.
2. How does the medium affect the wave properties?
3. What are the advantages and disadvantages of using digital storage and transmission of information?
4. How is wave behavior and wave interaction involved in capture and transmission of

information and energy?

Performance Expectations:

HS-PS4-1: Use mathematical representations to support a claim regarding relationships among the frequency, wavelength, and speed of waves traveling in various media

HS-PS4-2: Evaluate questions about the advantage of using a digital transmission and storage of information

HS-PS4-5: Communicate technical information about how some technological devices use the principles of wave behavior and wave interactions with matter to transmit and capture information and energy

HS-ESS2-3: Develop a model based on evidence of Earth's interior to describe the cycling of matter by thermal convection

Science and Engineering Practices: Using Mathematics and Computational Thinking, Developing and Using Models, Asking Questions and Defining Problems, Obtaining, Evaluating, and Communicating Information

Disciplinary Core Ideas:

PS4.A Wave Properties: The wavelength and frequency of a wave are related to one another by the speed of travel of the wave, which depends on the type of wave and the medium through which it is passing. Information can be digitized (e.g., a picture stored as the values of an array of pixels); in this form, it can be stored reliably in computer memory and sent over long distances as a series of wave pulses. Geologists use seismic waves and their reflection at interfaces between layers to probe structures deep in the planet.

PS4.B Electromagnetic Radiation: Photoelectric materials emit electrons when they absorb light of a high-enough frequency.

PS4.C Information Technologies and Instrumentation: Multiple technologies based on the understanding of waves and their interactions with matter are part of everyday experiences in the modern world (e.g., medical imaging, communications, scanners) and in scientific research. They are essential tools for producing, transmitting, and capturing signals and for storing and interpreting the information contained in them.

PS3.D Energy in Chemical Processes and Everyday Life: Solar cells are human-made devices that likewise capture the sun's energy and produce electrical energy.

ESS2.A Earth Materials and Systems: Evidence from deep probes and seismic waves, reconstructions of historical changes in Earth's surface and its magnetic field, and an understanding of physical and chemical processes lead to a model of Earth with a hot but solid inner core, a liquid outer core, a solid mantle and crust. Motions of the mantle and its plates occur primarily through thermal convection, which involves the cycling of matter due to the outward flow of energy from Earth's interior and gravitational movement of denser materials toward the interior.

ESS2.B Plate Tectonics and Large-Scale System Interactions: The radioactive decay of unstable isotopes continually generates new energy within Earth's crust and mantle, providing the primary source of the heat that drives mantle convection. Plate tectonics can be viewed as the surface expression of mantle convection.

Cross-Cutting Concepts: Cause and Effect, Stability and Change

## Unit 5: Light

Guiding Questions:

1. What is the nature of light? Compare and contrast the particle and wave models, and give evidence and uses for each.



2. What effects can electromagnetic radiation have on human tissue?
3. How do we know what stars are made of and how they're moving?
4. What is the evidence for the Big Bang Theory?

Performance Expectations:

HS-PS4-3: Evaluate the claims, evidence, and reasoning behind the idea that electromagnetic radiation can be described either by a wave model or a particle model, and that for some situations one model is more useful than the other

HS-PS4-4: Evaluate the validity and reliability of claims in published materials of the effects that different frequencies of electromagnetic radiation have when absorbed by matter

HS-ESS1-2: Construct an explanation of the Big Bang Theory based on astronomical evidence of light spectra, motion of distant galaxies, and composition of matter in the universe

Science and Engineering Practices: Engaging in Argument from Evidence, Obtaining, Evaluating, and Communicating Information, Constructing Explanations and Designing Solutions

Disciplinary Core Ideas:

PS4.A Wave Properties: The wavelength and frequency of a wave are related to one another by the speed of travel of the wave, which depends on the type of wave and the medium through which it is passing. Waves can add or cancel one another as they cross, depending on their relative phase (i.e., relative position of peaks and troughs of the waves), but they emerge unaffected by each other.

PS4.B Electromagnetic Radiation: Electromagnetic radiation (e.g., radio, microwaves, light) can be modeled as a wave of changing electric and magnetic fields or as particles called photons. The wave model is useful for explaining many features of electromagnetic radiation, and the particle model explains other features. Atoms of each element emit and absorb characteristic frequencies of light. These characteristics allow identification of the presence of an element, even in microscopic quantities.

ESS1.A: The Universe and its Stars: The study of stars' light spectra and brightness is used to identify compositional elements of stars, their movements, and their distances from Earth. The Big Bang theory is supported by observations of distant galaxies receding from our own, of the measured composition of stars and non-stellar gases, and of the maps of spectra of the primordial radiation (cosmic microwave background) that still fills the universe. Other than the hydrogen and helium formed at the time of the Big Bang, nuclear fusion within stars produces all atomic nuclei lighter than and including iron, and the process releases electromagnetic energy. Heavier elements are produced when certain massive stars achieve a supernova stage and explode.

Cross Cutting Concepts: Systems and System Models, Cause and Effect, Energy and Matter, Stability and Change

## Unit 6: Electricity and Magnetism

Guiding Questions:

1. What factors affect the force between charges?
2. Which force rules - electric or gravitational?
3. How can we generate electricity?
4. How can we create magnets?
5. What factors affect the force between magnets?

Performance Expectations:

HS-PS2-4: Use mathematical representations of Newton's Law of Gravitation and Coulomb's Law to describe and predict the gravitational and electrostatic forces between objects.

HS-PS2-5: Plan and conduct an investigation to provide evidence that an electric current can produce a magnetic field and that a changing magnetic field can produce an electric current.

HS-PS3-5: Develop and use a model of two objects interacting through electric or magnetic fields to illustrate the forces between objects and the changes in energy of the objects due to the interaction

Science and Engineering Practices: Engaging in Argument from Evidence, Obtaining, Evaluating, and Communicating Information, Constructing Explanations and Designing Solutions

Disciplinary Core Ideas:

PS2.B Types of Interactions: Newton's law of universal gravitation and Coulomb's law provide the mathematical models to describe and predict the effects of gravitational and electrostatic forces between distant objects. Forces at a distance are explained by fields (gravitational, electric, and magnetic) permeating space that can transfer energy through space. Magnets or electric currents cause magnetic fields; electric charges or changing magnetic fields cause electric fields.

PS3.A Definitions of Energy: At the macroscopic scale, energy manifests itself in multiple ways, such as in motion, sound, light, and thermal energy. These relationships are better understood at the microscopic scale, at which all of the different manifestations of energy can be modeled as a combination of energy associated with the motion of particles and energy associated with the configuration (relative position of the particles). In some cases the relative position energy can be thought of as stored in fields (which mediate interactions between particles). This last concept includes radiation, a phenomenon in which energy stored in fields moves across space.

PS3.C Relationship Between Energy and Forces: When two objects interacting through a field change relative position, the energy stored in the field is changed.

Cross Cutting Concepts: Systems and System Models, Cause and Effect, Energy and Matter, Stability and Change

## Unit 7: Energy

Guiding Questions:

1. Predict the velocity of a roller coaster at any point on the track.
2. How can we use magnetic fields to launch something?
3. What kinds of power plants are there, and how do they work?
4. Describe the journey of energy through a power plant (transfers and transformations).
5. Which power source rules (cost/benefit ratios, conservation, recycling, efficiency, etc.)?
6. Design, build, analyze and refine a device that converts energy from one form to another.

Performance Expectations:

HS-PS3-1: Create a computational model to calculate the change in the energy of one component in a system when the change in energy of the other component(s) and energy flows in and out of the system are known.

HS-PS3-2: Develop and use models to illustrate that energy at the macroscopic scale

can be accounted for as a combination of energy associated with the motions of particles (objects) and energy associated with the relative positions of particles (objects).

HS-PS3-3: Design, build, and refine a device that works within given constraints to convert one form of energy into another form of energy.

HS-PS3-5: Develop and use a model of two objects interacting through electric or magnetic fields to illustrate the forces between objects and the changes in energy of the objects due to the interaction.

HS-ESS3-2: Evaluate competing design solutions for developing, managing, and utilizing energy and mineral resources based on cost-benefit ratios.

HS-ETS1-1: Analyze a major global challenge to specify qualitative and quantitative criteria and constraints for solutions that account for societal needs and wants.

HS-ETS1-2: Design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.

HS-ETS1-3: Evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics as well as possible social, cultural, and environmental impacts

Science and Engineering Practices: Developing and Using Models, Using Mathematics and Computational Thinking, Constructing Explanations and Designing Solutions, Analyzing and Interpreting Data

Disciplinary Core Ideas:

PS3.A Definitions of Energy: Energy is a quantitative property of a system that depends on the motion and interactions of matter and radiation within that system.

That there is a single quantity called energy is due to the fact that a system's total energy is conserved, even as, within the system, energy is continually transferred from one object to another and between its various possible forms. At the macroscopic scale, energy manifests itself in multiple ways, such as in motion, sound, light, and thermal energy. These relationships are better understood at the microscopic scale, at which all of the different manifestations of energy can be modeled as a combination of energy associated with the motion of particles and energy associated with the configuration (relative position of the particles). In some cases the relative position energy can be thought of as stored in fields (which mediate interactions between particles). This last concept includes radiation, a phenomenon in which energy stored in fields moves across space.

PS3.B Conservation of Energy and Energy Transfer: Conservation of energy means that the total change of energy in any system is always equal to the total energy transferred into or out of the system. Energy cannot be created or destroyed, but it can be transported from one place to another and transferred between systems.

Mathematical expressions, which quantify how the stored energy in a system depends on its configuration (e.g. relative positions of charged particles, compression of a spring) and how kinetic energy depends on mass and speed, allow the concept of conservation of energy to be used to predict and describe system behavior. The availability of energy limits what can occur in any system.

PS3.D Energy in Chemical Processes: Although energy cannot be destroyed, it can be converted to less useful forms—for example, to thermal energy in the surrounding environment.

ESS3.A Earth and Human Activity: All forms of energy production and other resource extraction have associated economic, social, environmental, and geopolitical costs and

risks as well as benefits. New technologies and social regulations can change the balance of these factors.

Cross Cutting Concepts: Systems and Systems Models, Energy and Matter

## Unit 8: Nuclear Physics

Guiding Questions:

1. What happens during fission, fusion, and radioactive decay?
2. Why do nuclear bombs or power plants release so much energy?
3. How do you know how old your mummy is?
4. What's the oldest rock on earth, and how do we know that?
5. Where does the sun get its energy, and how long will it last?
6. Where did the elements come from?

Performance Expectations:

HS-PS1-8: Develop models to illustrate the changes in the composition of the nucleus of the atom and the energy released during the processes of fission, fusion, and radioactive decay.

HS-ESS1-1: Develop a model based on evidence to illustrate the life span of the sun and the role of nuclear fusion in the sun's core to release energy in the form of radiation.

HS-ESS1-3: Communicate scientific ideas about the way stars, over their life cycle, produce elements.

HS-ESS1-5: Evaluate evidence of the past and current movements of continental and oceanic crust and the theory of plate tectonics to explain the ages of crustal rocks.

HS-ESS1-6: Apply scientific reasoning and evidence from ancient Earth materials, meteorites, and other planetary surfaces to construct an account of Earth's formation and early history.

Science and Engineering Practices: Developing and Using Models, Constructing Explanations and Designing Solutions, Engaging in Argument From Evidence, Obtaining, Evaluating, and Communicating Information

Disciplinary Core Ideas:

PS1.C Nuclear Processes: Nuclear processes, including fusion, fission, and radioactive decays of unstable nuclei, involve release or absorption of energy. The total number of neutrons plus protons does not change in any nuclear process.

Spontaneous radioactive decays follow a characteristic exponential decay law. Nuclear lifetimes allow radiometric dating to be used to determine the ages of rocks and other materials.

PS3.D Energy in Chemical Processes and Everyday Life: Nuclear Fusion processes in the center of the sun release the energy that ultimately reaches Earth as radiation.

ESS1.A The Universe and its Stars: The star called the sun is changing and will burn out over a lifespan of approximately 10 billion years. The study of stars' light spectra and brightness is used to identify compositional elements of stars, their movements, and their distances from Earth. Other than the hydrogen and helium formed at the time of the Big Bang, nuclear fusion within stars produces all atomic nuclei lighter than and including iron, and the process releases electromagnetic energy. Heavier elements are produced when certain massive stars achieve a supernova stage and explode.

ESS1.C: The History of Planet Earth: Continental rocks, which can be older than 4 billion years, are generally much older than the rocks of the ocean floor, which are less than 200 million years old. Although active geologic processes, such as plate tectonics and erosion, have destroyed or altered most of the very early rock record on Earth, other objects in the solar system, such as lunar rocks, asteroids, and meteorites, have

changed little over billions of years. Studying these objects can provide information about Earth's formation and early history.

ESS2.B Plate Tectonics and Large-Scale System Interactions: Plate tectonics is the unifying theory that explains the past and current movements of the rocks at Earth's surface and provides a framework for understanding its geologic history.

Cross Cutting Concepts: Energy and Matter, Stability and Change, Patterns, Scale, Proportion, and Quantity

## Unit 7- FFA and Supervised Agriculture Experience Projects (SAE)

### Guiding Questions

What is the purpose and importance of the National FFA organization?

How can students benefit from involvement in the National FFA organization?

How can students benefit from a Supervised Agriculture Experience project?

### California Agriculture Education Standards

9.0 Leadership and Teamwork Work with peers to promote divergent and creative perspectives, effective leadership, group dynamics, team and individual decision making, benefits of workforce diversity, and conflict resolution as practiced in the Future Farmers of America (FFA) career technical student organization. (Direct alignment with SLS 11-12.1b)

9.1 Define leadership and identify the responsibilities, competencies, and behaviors of successful leaders.

9.2 Identify the characteristics of successful teams, including leadership, cooperation, collaboration, and effective decision-making skills, as applied in groups, teams, and career technical student organization activities.

9.3 Understand the characteristics and benefits of teamwork, leadership, and citizenship in the school, community, and workplace setting.

9.4 Explain how professional associations and organizations and associated leadership development and competitive career development activities enhance academic preparation, promote career choices, and contribute to employment opportunities.

9.5 Understand that the modern world is an international community and requires an expanded global view.

9.6 Respect individual and cultural differences and recognize the importance of diversity in the workplace.

9.7 Participate in interactive teamwork to solve real Agriculture and Natural Resources sector issues and problems.

9.8 Define the characteristics and benefits of teamwork, leadership, and citizenship in the school, community, and workplace settings.

9.9 Identify the ways in which pre-professional associations, such as the Future Farmers of America (FFA), and competitive career development activities enhance academic skills, promote career choices, and contribute to employability.

9.10 Understand how to organize and structure work, individually and in teams, for effective performance and the attainment of goals.

9.11 Explain multiple approaches to conflict resolution and their appropriateness for a variety of situations in the workplace.

9.12 Demonstrate how to interact with others in ways that demonstrate respect for individual and cultural differences and for the attitudes and feelings of others.

9.13 Participate in group or team activities, including those offered by the student organization, that develop skills in leadership, cooperation, collaboration, and effective decision making.

**5. Course Outline**

**6. Texts & Supplemental Instructional Materials**

Please list basic and supplementary materials with their copyright dates, costs, and funding sources for purchase. Funding Source should be included and should be specific.

Title/Publisher	Copyright Date	ISBN:	Funding Source	Cost Per Item	QTY	Total Cost

**7. Key Assignments**

**8. Instructional Methods and/or Strategies**

**9. Assessment Methods and/or Tools**

10. Honors Designation (*Honors Courses Only*)

**FORM C**

**LOS BANOS UNIFIED SCHOOL DISTRICT  
Course Revision Approval Form**

<b>Course Title</b>				
<b>Action:</b>	<b>Content Revision</b>	<b>Textbook Revision</b>	<b>Title Change</b>	<b>Course Deletion</b>

Signatures are needed to ensure full district communication, applicable signatures are required before course revision is submitted to Curriculum Council.

Signature/Date	Los Banos HS	Los Banos Junior HS	Pacheco HS	San Luis HS
Principal				
Dept. Chair				

<i>District Curriculum Council and Board of Education Approval</i>				
Date	<b>District Curriculum Council Action</b>			
	<b>Approved:</b>	<b>Secondary Area Admin. /Designee Signature</b>		
	<b>Approved as amended:</b>			
	<b>Disapproved:</b>			
Date	<b>Board of Education Action</b>			
	<b>Approved as Amended:</b>			
	<b>Disapproved:</b>			



**Los Banos Unified School District  
Secondary Course Outline Submittal Procedures  
New and Revised Courses**

Course:  
**Ag Systems  
Management**

The Department Chair or designated subject area leader identifies the need for a new course of study or for revisions to an existing course. Once identified, they will work collaboratively with designated site leadership to complete the course approval or revision process. All documents must be in final form before submitted to the curriculum council.

**NEW OR REVISED COURSE SUBMISSION PROCESS / DOCUMENTS**

- I. Course proposal identified, consensus reached within department(s), course outline approval document completed, signed and submitted.
- II. Department Chair(s) Approval / Disapproval / Revisions; hence, submission of approved proposal to Principal, or designee.
- III. Principal, or designee present proposal to Area Administrator for approval / disapproval / revisions
- IV. Submission to Curriculum Council for Review and Recommendation
- V. Approval / Disapproval / Recommendation by Board
- VI. Implementation

**REQUIRED APPROVAL DOCUMENTS**

FORM A-1: Course Outline Approval

FORM A-2: Course Eligibility Summary

FORM B: Course Syllabus/Outline (Pacing Calendar if available)

FORM C: Course Revision Approval Form

# FORM A-1

## LOS BANOS UNIFIED SCHOOL DISTRICT Course Outline Approval Form

Course Title:	Ag Systems Management		
Grade Level:	9-12	Course Number:	
Principal or Designee Approval Date:			
Type of Credit / What Department:	A-G Elective / CTE		
Credential Required / Available:	Agriculture/Ag Specialist		

Comment [v1]: Will be assigned by the district

Originating School:	Los Banos High School
Originating Department:	LBHS AG
Originating Teacher:	Stuart McCullough

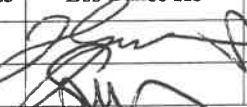
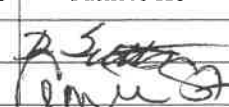
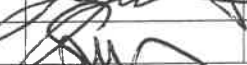
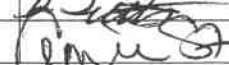
This action involves a:

- New course     
  Course content revision     
  Course deletion  
 Textbook Approval  
 Title change

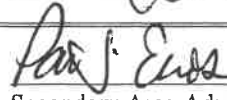
Rationale for action:

As we are expanding our Ag pathways, we are noticing additional options for our Ornamental Horticulture pathway. This course will bring that needed alternative.

Signatures: In order to eliminate course duplication and to ensure full district communication, applicable signatures are required before course is submitted to Curriculum Council.

Signature/Date	Los Banos HS	Los Banos Junior HS	Pacheco HS	San Luis HS
Principal				
Dept. Chair				

Curriculum Council Approval:

 Date 3/14/19  
Secondary Area Administrator

Board Approval:

\_\_\_\_\_ Date \_\_\_\_\_

**FORM A-2**

**LOS BANOS UNIFIED SCHOOL DISTRICT  
Course Eligibility Criteria**

**1. Course Identification**

<b>Course Title:</b>	Ag Systems Management	<b>Grade Level:</b>	9-12
<b>Course length/Credits:</b> <input type="checkbox"/> 1 semester (5 credits) <input checked="" type="checkbox"/> 1 year (10 credits) <input type="checkbox"/> 2 years (20 credits) <input type="checkbox"/> Other: 1-4 years: About 2/3 of the repertoire changes annually.		<b>Seeking "Honors" Distinction?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Multiple Credit</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Weighted GPA (Advanced Placement or International Baccalaureate course)?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Max. Credits:</b> 10		<b>Submitting for UC A-G?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Department Area</b> <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Business <input type="checkbox"/> English <input type="checkbox"/> Family & Consumer Science <input type="checkbox"/> Foreign Language <input type="checkbox"/> History-Social Science <input type="checkbox"/> Industrial Technology <input type="checkbox"/> Mathematics <input type="checkbox"/> Non Departmental <input type="checkbox"/> Physical Education <input type="checkbox"/> Science <input type="checkbox"/> Visual & Performing Arts <input type="checkbox"/> Other:		<b>Graduation Requirement</b> <input checked="" type="checkbox"/> Elective <input type="checkbox"/> English <input type="checkbox"/> Foreign Language <input type="checkbox"/> Health <input type="checkbox"/> History-Social Studies <input type="checkbox"/> Mathematics <input type="checkbox"/> Physical Education <input type="checkbox"/> Science <input type="checkbox"/> Visual & Performing Arts <input type="checkbox"/> Other:	
<b>Prerequisites:</b>	None		
<b>Co-requisites:</b>			
<i>for office use only</i>			
<b>SIS Course #</b>		<b>Board of Education Approval Date</b>	
<b>Transcript Title/Abbreviation</b>			

## FORM B

### LOS BANOS UNIFIED SCHOOL DISTRICT Course Syllabus / Outline Criteria

#### 1. Course Identification

Complete each section of the identification form or provide a comprehensive course outline that addresses each of the following areas.

#### 2. Course Description

This integrated class combines an interdisciplinary approach to laboratory science and research with agricultural management principles. Using skills and principles learned in the course, students design systems and experiments to solve agricultural management issues currently facing the industry. Additionally, students will connect the products created in this class with industry activities to link real world encounters and implement skills demanded by both colleges and careers. The course culminates with an agriscience experimental research project in which students design and conduct an experiment to solve a relative issue. Final projects will be eligible for Career Development Event competition at FFA Events. Throughout the course, students will be graded on participation in intracurricular FFA Activities as well as the development and maintenance of an ongoing Supervised Agricultural Experience (SAE) Program.

#### 3. Course Goals and/or Major Student Outcomes

## COURSE OUTLINE

### Unit One: Research Methods in Agriscience

The final unit will culminate in an agriscience experimental research project. Students will identify a problem related to the aspects of agriculture explored in this course (plant science, animal science, natural resources, and food science). After completing studies in plant science, animal science, natural resources, and food science, students will develop an agriculture problem to be solved using the scientific method. Such examples of problems identified by the student may include the effects of estrus synchronization of ovulation, a comparison of the germination rates of GMO and conventional seeds, or an investigation of perceptions of community members towards alternative agriculture practices. The research problem should be current and relevant, and may be applicable on a local, regional, national, or global level. Students will utilize the empirical method to design an experiment that will test their own authentic hypothesis using the skills and processes learned throughout the course that include dissecting published research and studies, testing the hypothesis, collecting, synthesizing, analyzing and interpreting data, accepting or rejecting the hypothesis based upon the data, technical reading and writing, and scientific collaboration. In this first unit, students will practice research skills in agriscience that will give them the skills needed to successfully complete the unit labs and capstone project.

#### **Assignment Summary**

**Background Scholarly Research:** In this assignment, students begin the work of investigation into their project. Students will read and deconstruct scholarly journal articles to identify the key components of agriscience research. The manner in which this assignment is completed can be determined by the individual teacher. Examples of student outcomes of the journal assignment could be: graphic organizer, abstract, oral presentation, visual aids, etc. This assignment models the expected outcomes of all projects in the coming units.

*Anchor Standards:* 3, 4, 5, 7, 8, 9, 10, 11

*Career Readiness:* 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12

*CTE Pathway Standards:* C1.0, C1.2, C1.4, C1.5, C3.1, C3.2, C3.5, C13.1, C13.2

*NGSS:* HS-ETS1-1, HS-ETS1-2, HS-ETS1-3

### Unit Two: Plant Systems

Students will examine the chemical and biological principles that govern plant science and crop production, using prior knowledge of plant pathology, taxonomy and biological principles to inform the unit's activities. Plant pests are present in all plant systems. Pest populations must be managed to prevent economic losses. Integrated pest management strategies are used to achieve desired results while using cost-effective and environmentally-friendly practices. Students will collect primary and secondary research regarding plant production models, chemical or biological control methods for pest management and agricultural yield expectations. Specifically in this unit, students will examine chemical irradiation methods, botanical extracts, microbial control, predator use, synthetic pesticides, etc. Through this unit, students will gather information regarding the risks and benefits of each method in regard to plant production, agricultural yields and environmental sustainability.

#### **Assignment Summaries**

1: GMO's/Organic vs. Conventional Farming Debate and TED talk

To further their understanding of accepted, conventional farming practices as well as alternative methods of production, students will distinguish between each practice, the characteristics of production that define each, and the concerns raised by society, then report their findings through visual media (TED). Genetic engineering is known as one of the great advancements of our times, but is also one of the most controversial. Often conventional farming methods and agriculture corporations are highly criticized for their creation of GMO (genetically modified organisms) products and use of chemicals. This assignment will help students understand the technologies and practices used in conventional and organic farming and be able to defend a practice or a product and support their position with scientific evidence. After instruction in conventional and organic farming, students will engage in secondary research to investigate differences between the two, the use of biotechnology and GMO's, by preparing and executing a yield differential lab that synthesizes their knowledge of biological and chemical principles. Specifically, students will calculate levels of chemical inputs and forecast environmental

impacts of anticipated chemical reactions between a GMO crop, a traditional crop and an organic crop. After the conclusion of that process, students will engage in primary research with a yield differential lab. The lab will ask students to prepare a soil sample that works for a locally-relevant crop and to plant and grow that crop in both GMO and organic forms, comparing yields at the conclusion of the lab.

Upon conclusion of their primary research, students will prepare a presentation that will highlight the results both of their secondary and primary research. The presentation should focus on the relationship between chemical uses and anticipated chemical reactions in various production scenarios and expected yields from the same scenarios, with students presenting recommendations to peers or industry guests. The desired goal is for students to inform their decision with a research validated analysis of the tradeoffs associated with each production method.

For activity enhancement: Students review biased documents/media (e.g. Food Inc.) to review and discuss their inaccuracies, contrasting the results of their lab with their media review. The conclusion of this assignment will ask students to present their comparative analysis to their peers and engage in a peer review process.

Additionally, students can research scientific journal articles, laws, regulations, case studies or other scientific evidence that supports or refutes claims, then produce and submit a 4-5 minute TED talk to be reviewed by their peers. Students will select the two TED talks produced by their classmates that they feel are the most fair, balanced, and scientifically based. They will discuss their selection in an individual class blog posting.

## **2. Categorizing Agriculture Pests**

In this activity, students will categorize pests based on biological and physical characteristics. One of the key components of an IPM plan is being able to correctly identify a pest, which is then used to determine an appropriate control method. Students will collect a weed sample (e.g., from home, ag dept. school), and utilizing the UC IPM website, they will learn the difference between broadleaf, sedge, grass and aquatic weeds. They will then determine what type of weed their sample is and mount it. Examples of scientific sampling methods that may be used to collect weeds include; Random Sampling, Systematic Sampling or Stratified Sampling. Students will use taxonomic classification principles in order to label the identifying characteristics that distinguish it from other weed types. Being able to identify the type of weed will assist in determining what an appropriate control is and will be utilized to create their comprehensive crop production plan. Students will then conduct a laboratory experiment using a selected chemical or biological control and report their findings via a podcast, paper or blog post.

Students will continue their study of pests by examining vertebrate and invertebrate pests, pest damage (instructor will provide samples of common pest/damage for the region) and make predictions about which pest caused the damage. Students will be able to match crop damage to the pest that caused it using indicators like mouthparts, digging and pecking. Students will be able to identify pest using mouth parts, body segments, excrement, etc. Students will create a biological dichotomous key for the identification of vertebrate and invertebrate pests. Students will research and then create a handbook that assists in identifying nematode and plant disease damage. The dichotomous key will be added to the handbook. The knowledge gained in creating this handbook will be used as part of the IPM plan in the unit project.

## **3. Controlling Pests Through Integrated Pest Management**

Students will demonstrate the integration of pest management techniques by designing and conducting an experiment where they compare the four methods of pest management (biological, cultural, mechanical/physical, and chemical) on a specific pest and crop, for example, snails in citrus trees or vegetables. After the conclusion of this experiment, students will construct an explanation on the effects of pest management techniques on biodiversity, ecosystem balance and agricultural productivity and include that information in their lab report. Suggested areas for experimentation might include chemical controls (soap and water), use of beneficial predators (avians or various invertebrates), cultural (tilling soil), and mechanical/cultural (physically removing the pest). One method must include a chemical control, with students describing the relationship between specific elements in the chemical control and the elements and reaction processes that facilitated the management of the pest.

## **Crop Production Plan**

Based on prior knowledge and activities, students will create a comprehensive crop production calendar for a

specific crop (eg. row crops, trees, vines, greenhouses), organic or conventional farming methods and a specific location. The calendar will include various cultural practices, time frames on pest controls and monitoring, analysis of neighboring field plantings, fertilization, post harvest procedure, soil amendments, days to re-entry, and harvest and land preparation. In addition, students will include a solution for reducing the impacts of human activities on the environment and biodiversity through crop production practices. Students will utilize descriptions of the soil's chemical and physical profiles, chemical profiles for all soil amendments and genetic planning procedures for all plants used in the production scheme.

### **Related Research and Forming a Hypothesis**

As they begin work on their year-long research project, students use skills in research and forming hypotheses developed in the plant systems unit to develop a hypothesis for their agriscience research project. Students will use credible sources to conduct background research on the agricultural issue they are investigating, and they will use this research to generate a testable hypothesis related to the scientific problem they have identified. The hypothesis developed by the student will be constructed with the independent and dependent variables in mind, and ultimately reviewed by the instructor.

*Anchor Standards:* 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

*Career Readiness:* 1, 2, 4, 5, 8, 9, 10, 11, 12

*CTE Pathway Standards:* G1.1, G1.2, G1.3, G1.4, G1.5, G1.6, G3.1, G3.2, G3.6, G4.1, G4.2, G4.3, G5.1, G5.2, G5.3, G5.4, G5.5, G9.1, G9.2, G9.3

*NGSS:* HS-LS1-7, HS-LS2-3, HS-LS2-4, HS-LS2-1, HS-LS2-7, HS-LS4-6, HS-ETS1-1, HS-ESS2-5, HS-ESS2-7

## **Unit Three: Animal Systems**

### **Description of Topics**

Each livestock species has a series of parasites or diseases that can be managed to help produce healthier livestock. This unit builds on the basic format for research methods developed through activities in Unit One and Unit Two to help students understand how animals are affected by parasites and other infectious diseases. Students will review basic livestock anatomy and physiology, livestock production systems, and the goals and objectives associated with the production of livestock as a food and fiber source.

In order to achieve production goals, the management of the livestock herd must include an understanding of how diseases and parasites can impact livestock production in terms of growth efficiency and outcome of an animal. Students will research the basic cycles of the parasites and their prevention and how they are treated. The students will conduct experiments with pathogens, disease and infections related to livestock herds and examine information about the mode of infection and chemistry of the illness as well as the immune response of the species to the parasite or illness. Furthermore, students will propose methods for breaking the cycle of parasite and disease resistance by utilizing alternative management options outside of the traditional pharmacological treatments as part of the Parasite and Disease Management Plan (unit culminating activity).

### **Assignment Summaries**

**1 - Facility Visits** - In order to understand the interaction of parasite life cycles with livestock production, students will be taken to livestock production facilities to discover which type of facilities and feeding systems may have an impact on parasite infections. Additionally, students will collect fecal samples from the site to determine the presence of common pathogens and parasites in an upcoming lab. Interviews on site with producers and handlers will provide insight as to how housing and facilities will impact diseases and parasites, thereby dictating the management plans on their farms. Students will then develop a written or live recommendation to the producer regarding the management protocols and handling needs to mitigate the parasites or pathogens found a result of the experiments.

**2 - Survey** - To foster professional contacts, students will complete a formal research survey (possibly using a Google Form Survey) which will require students to contact a variety of local facilities, producers, and veterinarians. Students will begin by engaging in secondary research to investigate major livestock conditions, diseases and parasites, with focus on the inherent biological and chemical conditions that precede or enhance the condition. Students will then use this background knowledge to develop the questions in order to examine the

professional's role in diagnosing and resolving infections or conditions that may occur frequently in the local community. Students will synthesize and analyze their data to determine best practices gleaned from the survey responses. Students will select a research topic related to the results of their survey. Students will include the final results of this survey in their parasite management plan along with their research.

**3 - Technical Reading and Research** - Taking direction from the results of their survey, students will analyze journal research and published studies and merge their survey data to create an infographic to be included in their final parasite management plan. An example of a topic could include; the use of crossbreeding in livestock to help a livestock producer achieve greater natural resistance to some parasites, the natural selection and parasite resistance to medicines or specific veterinary applications of remedies.

#### **4 - Lab Experiment 1 - Fecal Egg Counts-Practice**

Providing practical, agriscience research skills, students will use the Modified McMaster's Fecal Egg Counting Protocol to perform a fecal egg count on livestock. In this pathogen experimentation the fecal egg counts will be compared to demonstrate how management affects internal parasite populations in livestock. Students will incorporate the scientific skills learned in the first unit in this laboratory experiment. A hypothesis will be constructed to predict the outcome of the research. A McMaster's fecal egg counting slide will allow students to quantify parasite infection through the egg counting and recording process. Students will produce a formal lab report and conclusion document which includes some suggested topics for further experimentation. These suggested topics will inform the selection of the Experimental Design Topic.

#### **5 - Lab Experiment 2- Experimental Design**

Using their experiences from the first experiment, students will design and conduct a related experiment in which they investigate a parasite topic of their choice related to the final capstone project.

Examples of variables that may be tested could include:

- livestock that have been dewormed versus those that haven't
- livestock that have been dry lotted after having been dewormed versus livestock that are returned immediately to graze on pasture.
- livestock that are crossbred with breeds known to exhibit parasite resistance.
- a comparison of the effectiveness of various anthelmintics (dewormers) available to producers or commonly used on local production facilities.

A statistical analysis may be conducted to help the student determine the likelihood that the results are due to the applied variable, rather than chance. Students will revisit the original hypothesis as they draw conclusions based upon the data. A discussion of limitations to the research and further studies will be included. A formal lab report will be written and will include all parts of this study, therefore reinforcing the empirical method of scientific research. Any citations and resources should be made using APA format.

#### **6 - Final Product: Parasite/Disease Management Plan for Livestock**

##### **Components:**

Using their research, surveys, and information from their visits and interviews, students will create a parasite management plan. The final product of this unit will be a written, research-based report which identifies a livestock species of interest and the disease or parasite that is affecting the livestock species of interest. After the best practices management plan is developed, students will present their portfolios to their peers and/or to local industry professionals at a formal symposium. All products should include qualitative and quantitative data recorded from the first five assignments of this unit.

Includes:

- Parasite/disease identified including biological/microbiological profile of the pest as well as a physiological analysis of the effect of the pest on the host.
- Vaccine/medication/anthelmintic- type and dosage to be administered, method of administration, withdrawal/recovery period, possible rotational schedule to prevent resistance. A chemical profile of the medication should also be included, with students specifically examining the presence of heavy metals, toxic elements and potential reactivity that require specific withdrawal periods when applied to food animals.



- Annual calendar or plan for vaccination and treatment of the animals in production.
- Facilities Design and Plan - livestock handling, pens/restraints, holding, equipment, pasture management/rotation. Specific considerations should be made for animal psychology, species-specific physiology and pest management through quality design.
- Human and Animal Safety considerations to be made. Specifically in relation to chemicals being used in the pest management protocol, which have hazardous reactions with humans and must be stored, managed and disposed of in particular manners?
- Labor requirements
- Alternative control methods that may be considered to help prevent or diminish the impact of the parasite/disease. Which holistic or homeopathic methods are effective in managing pests for alternative agricultural production models? What are the chemical profiles and potential reaction processes of alternative medicines that could be used to manage pests?
- Industry professional to mentor any part of the development of the management plan. For example, a veterinarian may be consulted on dosage and administration or a pharmaceutical representative may be asked to provide guidance on new medications. To develop a continued connection to agricultural careers, who locally could be potentially consulted in the implementation of this plan?
- Prevention plan to deter future infestations and disease or parasite resistance. What biological, physical and chemical elements can be put into a management protocol that would enhance prevention methods?

### **Experimental design and conducting experimentation**

Students continue work on their year-long agriscience project by constructing an experimental design to test the hypothesis they developed in this unit. Students will draw on the experimental design and experimentation lessons learned during both fecal egg count laboratory activities. A written experimental design should be constructed consistent with scientific protocol using a systematic approach outlined in the previous units. Students will have their experimental designs reviewed by professional contacts (industry experts, agricultural instructors, local growers/producers, researchers or university representatives). After validating the design using the peer review process, students will move to the experimentation phase of their research. Experimental designs should include replicates, control groups, and determine the variables to be controlled and how. Additionally, a determination should be made as to the type of data that will be collected and in what ways, with the emphasis placed on quantitative data or quantifying data that is qualitative in nature. Students will use their experimental design to test their hypothesis. For example, a study could be conducted to determine if administering an injection of selenium is more effective than simply providing selenium salts in the diet in an effort to prevent selenium deficiency and white muscle disease in a sheep herd. Raw data should be recorded using a field book or electronic device.

*Anchor Standards:* 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

*Career Readiness:* 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

*CTE Pathway Standards:* D1.1, D1.2, D1.3, D1.4, D2.1, D2.2, D2.3, D2.4, D3.1, D3.2, D3.3, D4.1, D4.2, D4.3, D4.4, D4.5, D5.1, D5.2, D5.3, D5.4, D5.5, D6.1, D6.2, D6.3, D6.4, D6.5, D6.6, D6.7

*GSSS:* HS-LS1-7, HS-LS2-3, HS-LS2-4, HS-LS2-1, HS-LS2-7, HS-LS4-6, HSETS1-1, HS-ESS2-5, HS-ESS2-7, HS-LS3-2, HS-LS3-3, HS-LS3-1

### **Unit Four: Natural Resources**

Natural resources can be defined as items found on earth that are of use to humans such as fuel, food, shelter, or a source of wealth. It is what humans do with these resources and the management practices that will determine if these will be available to future generations. In this unit, students will conduct primary research to draw conclusions regarding the impacts of plant and animal systems (units 2 and 3) on natural resources. Students will create model environmental impact reports that include secondary research backing, industry needs, primary research analysis and sustainability recommendations in watersheds located in agricultural regions. Students will identify local agriculture production areas and their relationships between land characteristics, water quality, and habitat growth and maintenance. Referencing local environments and agriculture practices, students will analyze possible sources of pollution and erosion and determine the impact of animal and plant systems, wildlife interactions, and beneficial and detrimental production practices. Students will use their knowledge to make recommendations on ecological friendly solutions on improving watersheds. Students evaluate the importance of

soil and water conservation, the effects of animals, erosion, pollution, and urban sprawl on watersheds, and human impact on the environment and natural resources.

## **Assignment Summaries**

### **1 - Water Quality**

In order to understand that natural resources like water are affected by the environment, students will locate and retrieve a sample of untreated water from local sources that have agricultural runoff, if none are nearby instructors may include local creeks, lakes, watersheds, or reservoirs, one from a source near an agriculture producing facility and one away from an agriculture producing facility. Using a standard water testing kit, the water samples will be analyzed for the various particulates and contaminants. They will record pH, lead, and nitrates, presence of pesticide residue, and coliform bacteria as well as sediment levels. They will use this information to determine which pollution factors are affecting local watersheds and their source, including an analysis of possible erosion sources, chemical contaminants and biological inputs (wildlife, livestock, etc.). Following their data collection and analysis, they will use problem solving skills to make recommendations for pollutant elimination, the reporting format will be determined by the instructor (example: oral presentation, visual aide, lab write up, etc.).

### **2 - Agriculture Practices, Natural Resource Conservation, and Case Studies**

Now that students have an understanding of factors that affect water quality they will be exposed to agencies that regulate the use of these resources. Local directors of the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), the Resource Conservation District (RCD), or any other pertinent industry professionals will present students with information about practical applications of water conservation, limiting pollutants, and practices that reduce environmental impacts of agriculture practices. Local agriculture producers will also be invited to come and discuss their practices and how they are limiting their negative impacts on the natural resources available to them. Students will read and evaluate case studies of agriculture producing farms implementing sustainable practices. Case studies could include cover crops, owl boxes, crop rotation, and water runoff. The outcome of the visit(s) and case study will result in a reference included and cited in the future irrigation plan or environmental impact report that will be generated at the end of this unit. Both the irrigation plan and the environmental impact report should reference the data collected from assignment one.

### **3 - Water Flow, Irrigation Plan, and Efficiency Model**

Using the information and data collected in assignments one and two, students will create a plan to analyze irrigation practices and efficiency in order to identify an appropriate irrigation system. Students will also gather knowledge of adhesion, cohesion and chemical bonding principles that govern water management through analysis of industry articles and scientific texts. Through the practice of building a water flow and efficiency model, students will identify innovative conservation approaches and irrigation methods such as scheduling irrigation rotations depending upon soil moisture, crop growing periods, availability of water, and methods of irrigation such as tape, drip, micro sprinklers, pressurized sprinklers, furrow, and flood. Sources of surface water and groundwater will be identified. Student irrigation plans will be based on a selected crop and data will be collected, analyzed, and interpreted, to form conclusions based on:

- acreage farmed
- types of crops
- methods of irrigation (to include a model demonstrating water flow and efficiency, see information below)
- sources of water
- acre feet of water for crops grown
- programs available for irrigation implementation funding or conservation
- cost effectiveness of farming versus selling water
- runoff and contamination
- environmental impact report culmination

### **Water flow and efficiency model:**

Students will break into groups to demonstrate methods of irrigation. They are to create a "farm" of their choice (garden beds, farm plots, container created plots, etc.). Each group will be provided a set amount of water to

demonstrate their method of irrigation (each group should choose different methods such as furrow, drip, micro-sprinkler, etc.). They shall record the amount of water used, soil moisture, and runoff. At the conclusion of the lab, students will be able to justify best practices of irrigation for crops grown and the impact on environment and water resources. Students will utilize knowledge of capillary action in soil, plant physiology as well as chemical bonding in water to inform their laboratory experiment. Students will present their best practices in a format to be determined by the instructor (example: oral presentation, visual aide, lab write up, etc)

### **Analyzing data, interpreting data and forming conclusions.**

Students will determine the best methods for organizing their data using tables. The skills in analyzing and interpreting data used during the water flow and efficiency model during the Natural Resource unit will be applied to the final agriscience research project. Specifically students were asked to determine the most efficient irrigation application method during the water flow and efficiency model. Students will make similar determinations on their Agriscience research. Students will use mathematical principles to synthesize their data, calculating a mean. Furthermore, a statistical analysis of the data will help the student determine if the results are due to chance or the independent variable that was tested. Students will choose the best way to present their data using graphs they believe will most effectively demonstrate their findings, and will further summarize what each graph shows. Finally, students will interpret the data and formulate conclusions based on the results. In the written conclusion, students will use their data to either accept or reject the original hypothesis. Conclusions should be directly supported by the data and supported by previous research. Students will also identify the limitations of their research, improvements that could be made to the experimental design, as well as future studies that may be conducted that relate the study at hand.

*Anchor Standards:* 1, 2, 4, 5, 6, 7, 9, 10, 11

*Career Readiness:* 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

*CTE Pathway Standards:* E1.3, E1.4, E1.5, E2.1, E2.2, E2.3, E2.4, E2.5, E2.6, E5.1, E5.2, E5.3, E4.2, E4.3, E12.3

*NGSS:* HS-LS2-4, HS-LS2-1, HS-LS2-7, HS-LS4-6, HS-ETS1-1, HS-ESS2-5, HS-ESS2-7, HS-PS1-4, HS-PS1-6

## **Unit Five: Food Systems**

### **Description of Topics**

The purpose of this unit is to use prior knowledge of chemical and biological principles and apply them to end-stage agricultural practices in food safety and food preservation. Utilizing research skills and technical plant, animal and pest knowledge from earlier units, students will create a consumer-focused and locally-relevant food product (examples: jerky, jam, pickles). They will utilize scientifically proven food safety and preservation methods and will create a comprehensive food safety plan including a food label following FDA guidelines for presentation to be judged by industry professionals. As part of the comprehensive food safety plan students will investigate the importance of implementing Hazardous Analysis Critical Control Point (HACCP) plans in the prevention of foodborne illness. HACCP plans will identify areas of potential contamination in the food chain for a specific products production from the raw commodities, preparation, and packaging through storage by the consumer.

### **Assignment Summaries**

#### **1 - Foodborne Disease and Its Role in Food Safety**

To begin the convergence of scientific principles and food safety, students will research a specific foodborne illness, and their findings in this research will be linked to laboratory investigations where they will determine the types of disease causing agents they collected on food samples and from the food preparation areas and tools. They will use knowledge from prior units to identify the type of disease causing agent (fungal, bacterial, viral, parasitic, noninfectious), transmission, treatment, and prevention in addition to reviewing production practices responsible for a specific outbreak of that disease. In their review of the outbreak, they will propose recommendations for prevention of future outbreaks of that type. Students will create and present a PowerPoint including their research findings; upon the conclusion of the presentations students will submit their project to a shared document to be used as a class resource in developing a comprehensive food safety and marketing plan.

#### **2 - Osmosis in Food Preparation**

After learning appropriate food-handling protocols to reduce incidents of illness, students will engage in a series

of chemistry-based exercises to learn the methods for preserving consumer food products safely. In particular this activity promotes student understanding of how jamming, dehydrating, and drying with salt or sugar are effective forms of food preservation, as they remove the water and change the chemical composition of food and delay the growth of microorganisms from harmful bacteria rendering the food safe for consumption. Groups of students will read a technical document on food preservation methods (e.g. smoking, canning, jamming). Students will create a graphic organizer to compare methods. Students will then conduct an experiment where they dissolve the shell of an egg and place it in various solutions over the course of a week to determine how osmosis and concentrations of solutions impacts movement through the cell membrane. Students will then apply their understanding of osmosis from this lab to a given commodity, and will be able to create a written recommendation for appropriate food preservation methods based on HACCP protocol. They will later apply these findings to the creation of their safe food product at the end of the unit.

### **3 - Identifying Components to HACCP**

Students will create a visual display that identifies the seven principles of a HACCP plan, which is a systematic approach to the identification, evaluation, and control of food safety hazards based on the following seven principles: Principle 1: Conduct a hazard analysis, Principle 2: Determine the critical control points (CCPs), Principle 3: Establish critical limits. Principle 4: Establish monitoring procedures, Principle 5: Establish corrective actions, Principle 6: Establish verification procedures, and Principle 7: Establish record-keeping and documentation procedures. Consequently each of these principles will be researched and applied through experimentation throughout the unit, to create a comprehensive food safety plan for the food product students design for their final unit project.

### **4 - Swabbing Hazards**

After learning basic HACCP procedures, students will visit a commercial food production facility (school cafeteria, restaurant, processing site) and conduct a hazard analysis (as a basis for learning to investigate Principle 1 & 5 of a HACCP plan), swab samples of various surfaces (including but not limited to hands, door handles, tables, cutting surfaces, food preparation tools), and prepare and grow culture plates. After a period of growth, students will determine if potential disease-causing agents are present, and if so, identify the specific pathogen. Students will record their findings in a written report. As a result students will determine the critical control points for that location (Principle 2 of the HACCP plan) based on the data generated from the swabs. Students will apply this skill in the development of their product and food safety plan.

### **5- Chemical Properties in Preservation**

Given the top 5 seasonally available commodities in a growing region, as well as common ingredients (granulated sugar, lemon, etc.) for preservation of those commodities, students will determine chemical properties of those commodities through their prior knowledge of pH, brix and water content. They will collect and record their data in a chart they design. Students will study the effects of pH on cut apple preservation (as a basis for learning to investigate Principle 3 & 4 of a HACCP plan). Each group will make a selection of a test solution based on scientific research. Students will gather data on bacterial colony counts that develop on swabs they take of samples from the cut apples. As a result groups will report to the class their findings and groups will evaluate the data. Groups will also brainstorm and determine other possible critical control limits for the sliced apple product. Students can employ several different possible methods of reporting their findings (examples of reports include: oral presentation, visual aide, lab write up, etc).

### **6 - Implementing Procedures and Practices**

Students will begin by reviewing a locally obtained HACCP plan (as a basis for learning to investigate Principle 6 of a HACCP plan). From the plan students will annotate and 1) identify areas of critical control 2) identify scientific evidence used as expert advice to validate HACCP protocols 3) identify specific procedures and practices to implement protocol in the plant. Student findings will be recorded using a graphic organizer that will be included in their final food safety plan (examples include: Three Circle Venn Diagram, Comparison Chart, Cause and Effect, Factors in the Cause or Sorting Organizer). Upon gathering that information, students will conduct a primary research investigation to test the HACCP principles in a controlled environment using radiation and chemical methods. Though much of the scientific research they will have read shows that appropriate temperature and time kills microorganisms, there is also a significant body of evidence that dramatic pH alterations can inhibit microorganism growth. As such, students will conduct a second research protocol within

the HAACP protocol that contrasts the radiation and chemical methods of microorganism prevention in order to determine the relative efficacy of each method. Students will combine their graphic organizer with their research conclusion and present their findings in a lab report, which will also be added to their final food safety plan.

### **7 - Food Labeling**

Students will wrap up their unit by developing an infographic that highlights food allergens and their role in food labeling. Students will research to prepare the infographic, which will include symptoms, major food allergens, treatment/when to seek treatment, the relationship of livestock antibiotic withdrawal periods and what must be included in origin labeling. An analysis of several different allergen-causing foods should occur, with investigations conducted regarding the elemental makeup of each food and the chemical reactions that cause the allergic reaction, specifically drawing a relationship between the interactions of the chemical world and the microbiology of the human body. The final infographic should showcase their findings using technical nomenclature, pictures, and supporting statistics.

### **8 - Food Safety Product and Plan**

The final project for the unit will ask student to develop a physical food product such as a fruit jam, dried vegetable product, oil, herb or seasoning mix, citrus juice, etc. and create a comprehensive food safety plan for the product that includes the HAACP and labeling standards. Students will choose a commodity from their growing region and utilizing food safety principles preserve it following scientifically proven preservation methods. Students will also engage in industry-standard testing protocols to assess the chemical profile of the food product (pH level, potential toxicity, etc.) as well as engage in a multi-interval microorganism testing protocol. Students will follow FDA guidelines and use prior unit knowledge to develop an appropriate label for their food that follows legal standards as well as agricultural marketing practices. They will prepare a written and 3-5 minute visual presentation (students will choose the media) for a panel of industry professionals.

*Anchor Standards:* 1, 2, 4, 5, 6, 7, 8, 9, 10, 11

*Career Readiness:* 1, 2, 4, 5, 8, 9, 10, 11, 12

*CTE Pathway Standards:* G2.1, D6.7, C5.1, C5.2, C5.3, C5.4, C3.3, C3.4, C3.5, C3.1, C3.2, C1.7, C1.2, C1.3, C1.4

*NGSS:* HS-PS1-4, HS-PS1-6, HS-LS2-7, HS-LS1-4, HS-LS3-1, HS-LS3-2, HS-LS1-3, HS-LS2-1, HS-LS2-2, HS-LS1-3

## **Unit 6: Agriscience Research Paper and Display**

Throughout all units, students will gather knowledge through laboratory exercises to further develop and enhance their Agriscience Research programs. At the conclusion of the course, students will submit their research in a written paper, and it will include the following components: problem/purpose, background research, hypothesis, methodology, results/data, and discussion/conclusion. The paper will be written using skills associated with technical and scientific writing, for example, refraining from the use of personal pronouns or keeping discussion limited to what the research and data suggest rather than personal opinion and bias. APA format will be utilized to reference and cite sources. Students will create a visual display board, using a digital format that mirrors the use of research posters in higher education, which will also include all of the components of the paper, but in a condensed form. The peer group that reviewed the original experimental design will review the final research paper. The project and its findings will be shared with the class in an oral presentation, with the research board on display to aid in communicating the results of the research.

*Anchor Standards:* 1, 2, 4, 5, 7, 9, 10, 11

*Career Readiness:* 1, 2, 4, 5, 9, 10, 11, 12

*CTE Pathway Standards:* C5.1, C5.2, C5.3, C5.4, C3.3, C3.4, C3.5, C3.1, C3.2, C1.7, C1.2, E1.3, E1.4, E1.5, E2.1, E2.2, E2.3, E2.4, E2.5, E2.6

*NGSS:* HS-LS3-1, HS-LS3-2, HS-LS1-3, HS-LS2-1, HS-LS2-2, HS-LS1-3

## **Unit 7: FFA and SAE**

Students will appreciate the importance of the Future Farmers of America (FFA), Parliamentary Procedure. List, explain or recite the following items needed to be an FFA member.

A. History of the FFA

G. Aims and Purpose

- B. Creed
- C. Motto
- D. Colors
- E. Emblem
- F. Kinds of Membership
- H. Dress
- I. Code of Ethics
- J. Greenhand Degree
- K. California Recordbook

Demonstrate the proper use of parliamentary procedure to improve meetings, using motions, and proper conducting of business.

Students will gain an understanding of supervised agricultural experience (SAE), and farm record keeping through hands-on project involvement. Students will:

- A. Describe the benefits of an SAE and how to develop long-range planning.
- B. List reasons for good record keeping using the California Farm Account Book.
- C. Demonstrate understanding of various types of records including budgets, journals, income summaries and financial statements.

*Anchor Standards:* 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

*Career Readiness:* 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

*CTE Pathway Standards:* A2.1, A2.2, A2.3, A2.6, A7.1, A7.4, A1.6, A5.4, A5.5, A5.6, D9.3, D12.7

*NGSS:*

6. Texts & Supplemental Instructional Materials

7

Please list basic and supplementary materials with their copyright dates, costs, and funding sources for purchase. Funding Source should be included and should be specific.

Title/Publisher	Copyright Date	ISBN:	Funding Source	Cost Per Item	QTY	Total Cost
Agriscience Fundamentals and Application	2015 or latest	9781133686888	CTE or Perkins	185.95	30	5,578.50
Energy and Agriculture, Science, Environmental, and Solutions	2015 or latest	9781111541088	CTE or Perkins	39.99	30	1,199.70
Introduction to Biotechnology, an Agriculture Revolution	2013 or latest	9781435498372	CTE or Perkins	97.25	30	2,917.50

**7. Key Assignments**

Are in the Course Description

**8. Instructional Methods and/or Strategies**

Are in the Course Description

**9. Assessment Methods and/or Tools**

Are in the Course Description



10. Honors Designation (*Honors Courses Only*)

**FORM C**

**LOS BANOS UNIFIED SCHOOL DISTRICT  
Course Revision Approval Form**

<b>Course Title</b>	Ag Systems Management			
<b>Action:</b>	<b>Content Revision</b>	<b>Textbook Revision</b>	<b>Title Change</b>	<b>Course Deletion</b>

Signatures are needed to ensure full district communication, applicable signatures are required before course revision is submitted to Curriculum Council.

Signature/Date	Los Banos HS	Los Banos Junior HS	Pacheco HS	San Luis HS
Principal				
Dept. Chair				

<i>District Curriculum Council and Board of Education Approval</i>				
<b>Date</b>	<b>District Curriculum Council Action</b>			
	<b>Approved:</b>	<b>Secondary Area Admin. /Designee Signature</b>		
	<b>Approved as amended:</b>			
	<b>Disapproved:</b>			
<b>Date</b>	<b>Board of Education Action</b>			
	<b>Approved as Amended:</b>			
	<b>Disapproved:</b>			

## **Board Reference Material**

**SUBJECT TITLE:** **LBUSD California State Preschool Program Self-Evaluation Annual Report**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended the Board approve the Program Self-Evaluation Annual Report for Los Banos Unified School District State Preschool Program.

### **BACKGROUND INFORMATION:**

The California Department of Education (CDE), Early Education and Support Division, requires all contractors to complete a Program Self-Evaluation annually. In accordance with the Desired Results System implemented by CDE, the attached forms will be submitted prior to June <sup>1st</sup>, 2019.

### **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)**

Contract compliance requires submission of the Program Self-Evaluation in order to continue receiving funds for California State Preschool Program at WUES, HME, RME and VE Preschools.

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ORIGINATOR: Jennifer Rocha, Preschool Program Director

Date: May 9, 2019



### Program Self-Evaluation Fiscal Year 2018-19

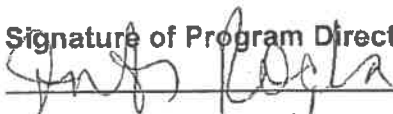
1. **Contractor Legal Name** (Full Spelling of Legal Name required. Acronyms or site names not accepted):  
Los Banos Unified School District
2. **Four-Digit Vendor Number:**  
6575
3. **Program Director Name** (as listed in the Child Development Management Information System [CDMIS]):  
Jennifer Rocha
4. **Program Director Phone Number:**  
(209) 826-2241
5. **Program Director Email:**  
jrocha@losbanosusd.k12.ca.us
6. **Statement of Completion:**

I certify that an annual plan has been developed and implemented for the Program Self-Evaluation (PSE) that includes the use of the Program Review Instrument (PRI), age appropriate Environment Rating Scales, Desired Results Parent Survey, Alternative Payment and/or Resource and Referral Parent Survey, and the Desired Results Development Profile for all applicable contract types, per *California Code of Regulations*, Title 5 (5 CCR), Section 18279. I also certify that all documents required as part of the PSE have been completed and are available for review and/or for submittal upon request.

**Program Review Instrument** (<https://www.cde.ca.gov/ta/cr/proginst201819.asp>) **includes:**

- Desired Results Developmental Profile (PRI Item 8)
- Desired Results Parent Survey (Center-based Contracts, PRI Item 9)
- Parent Survey (Alternative Payment and/or Resource and Referral Contracts, PRI Item 9)
- Age Appropriate Environment Rating Scales (PRI Item 18)

7. **Signature of Program Director**, as listed in the CDMIS (Wet signature):



8. **Date of Signature:** 4/25/19

9. **Name and Title of contact person completing the PSE:**  
Jennifer Rocha, Program Director
10. **Contact Person Telephone number:**  
(209) 826-2241
11. **Contact Person Email Address:**  
jrocha@losbanosusd.k12.ca.us
12. **NOTE: See instructions for submission of the PSE.**

## Summary of Program Self-Evaluation Fiscal Year 2018–19

13. In accordance with Title 5 *California Code of Regulations* (5 CCR), Section 18279(b)(3), provide an assessment, in narrative format, summarizing the:

- A) Staff and
- B) Board member participation, in the PSE process.

**Answers are not limited to space provided. Attach additional (Word document) sheets as necessary.**

- The annual report process begins in the Fall of the school year.
- The teachers complete the DRDP 2015 within the first 60 days.
- The data is then entered into the DRDP on-line.
- Parents are given the Parent Survey to be completed prior to the first parent conference (usually the first part of November).
- ECERS is completed on each classroom. A summary is provided to the program director and the teachers and director create a classroom action plan.
- The teachers and program director have monthly PLC meeting to complete the summary of findings for the DRDP, ECERS and Parent Survey. The group looks at areas of concern and create action plans to guide the program for the following year.
- The teachers and program director review actions plans monthly to determine progress in the areas of concern.
  
- In April of every year board members complete preschool site visits.
- The completed Agency Annual Report is submitted to the School Board of Directors in April or May.
- The report is submitted the CDE Prior to June 1st of each year.

14. In accordance with 5 CCR, Section 18279(b)(5), provide a summary of the program areas that:

- A) Did not meet standards and
- B) A list of tasks needed to improve those areas.

Summary is to include all contract types for your agency. Answers are not limited to space provided. Attach additional (Word document) sheets as necessary.

#### IV. Standards, Assessment, and Accountability

##### IV-EES 10: Site Licensure

In this section EES-10 the procedure for each site is as follows:

- Each site has a valid and current license issued by California Community Care Licensing.
- Programs meet and exceed licensing regulations.
- In the 2018-2019 program year Community Care Licensing made two unannounced visit.
- On 9/13/2018 Community Care Licensing made an unannounced visit to the Henry Miller Preschool classroom. At this time the analyst found no deficiencies. On 4/15/2019 Community Care Licensing made an unannounced visit to the Westside Elementary Preschool classroom. The evaluator found two type B deficiencies. The first was in the outdoor space the rubber matting had four holes that presented a potential risk to health and safety. The second was AB 1207 Mandated Reporter Training for all staff. All staff completed a district provided mandated reporter training but this does not meet the requirements for Licensing. The program director will place a work order for the repair/replacement of the playground cushioning and provide CCL with proper documentation by 5/15/2019. The program director will give the information to staff about completion of AB207 Mandated Reporter Training and submit certificates to CCL by 5/15/2019. The information about completion of AB207 will be added to the staff handbook and the Program Director will monitor to make sure that all staff complete the training every two years and retain copies of the completed certificates for all staff. The Program Director will complete regular playground and classroom checks to make sure all facilities are in good repair.
- All sites have a folder for licensing citations that are available for parents to look at and this information is spelled out in the personal and parent handbooks.
- The sites open door policy is in the parent hand book.

The program uses this procedure to determine compliance with the licensing regulations.

**15. In accordance with 5 CCR, Section 18279(b)(6), provide a summary of program areas that:**

**A) Met standards and**

**B) Explains the procedures for ongoing monitoring to ensure that those areas continue to meet standards.**

**Summary is to include all contract types for your agency. Answers are not limited to space provided. Attach additional (Word document) sheets as necessary.**

**I. Involvement**

**I-EES 01: Plan for Parent Involvement**

In section EES -01 The plan to maintain parent involvement consists of program activities that are supported by a two-way communication system between parents and staff.

Parent involvement activities include, but are not limited to the following:

- Provide parents with a program orientation that highlights information that is located in the parent handbook.
- Provide parents with a parent handbook of program services and policies.
- Provide monthly site level parent/child literacy activities and provide books for the families to take home.
- Facilitate quarterly parent meetings/trainings for the whole program.
- Facilitate quarterly Parent Advisory Council meetings at each site. A parent representative is picked for each site and during these meeting the parents get to help with site and district level planning.
- Facilitate 2 parent/teacher conference meetings in the fall and the spring.
- Encourage parent volunteer activities either in the classroom or prepping things at home.
- Communicate daily with parents during pickup/drop off, classroom communication folders, Learning Genie Parent Engagement, and monthly newsletters.
- Provide books for the children to take home weekly and bring back when they are done.

The administration and teachers will meet monthly to review the plan for parent involvement to make sure that the plan continues to meet standards.

## II. Governance and Administration

### II-EES 02: Family Eligibility Requirements

In section EES-02 The plan to maintain the required documentation for eligibility is as follows:

- At the time that the application is accepted eligibility is determined.
- At the time of enrollment all of the paperwork is completed and a data file is maintained.
- All of the supporting documents are copied and placed in the data file.

A checklist is placed in the data file to verify all of the documents are within the file. This process assists with maintaining the required documentation.

### II-EES-04: Recording and reporting Attendance

In section EES-04 The procedure for recording and reporting attendance is as follows:

- A parent handbook is provided to parents that outline the policies for attendance including but not limited to reasons for excused and unexcused absences.
- The parents sign the children in and out of the classroom daily.
- The sign in/out records are used to track and determine excused and unexcused absences.
- There is a process for families that have children with excessive absences. This process is explained to parents during parent orientation and is in the parent handbook.

The administration and teachers will meet monthly and review the policies and procedures to make sure they continue to meet the standards.

### II-EES-06: Inventory Records

In section EES-06 The procedure for recording and updating inventory is as follows:

- The program director will keep records of all items purchased with state funding that is over 500 dollars on a spread sheet.
- The lead teacher in the classroom will do a yearly check of those materials and send that information to the program director to add to the spread sheet.

This process will help maintain inventory records and to determine what items are no longer in good condition.

## IV Standards, Assessment, and Accountability

### IV-EES 08: Desired Results Profile and Data

In section EES-08 The procedure for maintaining Desired Results Profile and data is as follows:

- The Desired Results Developmental Profile 2015 is completed twice a year and the results are recorded in the DRDP on-line.
- Each child has a portfolio with evidence that supports the DRDP findings.
- Parent conferences are scheduled with parents in the fall and then again in the spring.
- Parent surveys are completed prior to the parent conference.
- Summary of findings from the DRDP is completed for each classroom.
- Each site documents the specific activities on the lesson plan that coordinate with the DRDP action plan
- Each classroom completes an action plan to determine classroom activities.
- Summary of findings from the parent survey is completed to determine the needs of the families in the program.

This program uses this information to plan age and developmentally appropriate activities for the classroom.

This information helps to increase family involvement and satisfaction.

### IV-EES 09: Annual Evaluation Plan

In section EES-009 The procedure for implementing an annual evaluation is as follows:



- Each classroom has a Quality Ratings Improvement Systems (QRIS) binder that contains all of the information that is needed for the annual evaluation.
- Each classroom at a copy of the group data summary form DRDP on-line.
- Each classroom has a copy of the Environmental Rating Scale Summary of findings and action plan.
- Each classroom has a copy of the most recent Summary of Findings from the parent survey and the action plan.

The program director and lead teachers use this information monthly during professional learning community (PLC) meeting to drive instruction and determine changes that are needed to the program.

#### IV. Standards, Assessment, and Accountability

##### IV-EES 10: Site Licensure

Did not meet standards and needs improvement.

#### V. Staffing and Professional Development

##### V-EES 11: Staff Development Program

In this section EES-11 the procedure for the program is as follows.

- The program director and lead teachers meet monthly and staff development is part of those meetings. The staff training plan is developed to address areas in need of growth based on the annual assessments that are performed (ECERS, CLASS and DRDP).
- All employs participate in 2 in-service trainings during the year as well as evening and weekend trainings.
- The program participates in the local Quality Rating Improvements System (QRIS) and has regular meetings with a coach to help with high quality professional development.
- Records of these trainings are kept and recorded in a staff development binder.

The program staff are also encouraged to attend trainings and professional development that is offered by other agencies. The program provides funding and transportation for these trainings.

##### V-EES 12: Qualified Staff and Director

In this section EES-12 the procedure is as follows:

- All sites have a classroom roster posted on the parent board.
- Employee files are kept with all essential permits, credentials and certificates and updated every year.

Each site has a qualified site supervisor and classroom staff with a valid California Child Development Permit.

The program strives to hire staff that reflects the culture and linguistic makeup of the families in the program.

##### V-EES 13: Staff-Child Ratios

In this section EES-13 the procedure is as follows:

- All sites have an 8:1 ratio or below to insure quality in our program. All classrooms are in ratio at all times.

#### VI. Opportunity and Equal Educational Access

##### VI-EES 14: Family Selection

The program utilizes a waitlist system that places families on a priority ranking list and families are selected according to the priorities of the program and those who meet the priority need terms governed by the California Department of Education.

##### VI-EES 15: Compliance with Due Process

In this EES-15 the procedure is as follows:

- The program provides parents with a parent handbook that informs them of their responsibilities, including complying with program rules.
- The program issues a notice of action when appropriate.
- The program has established policies for parental appeal of the program decision in the NOA.

This information is kept in the child data file.

#### VI-EES 16: Refrain from Religious Instruction

In this section EES-16 the procedure is as follows:

- In a section of the parent handbook it is stated that the program refrains from religious instruction.

It is a practice that all preschool classrooms refrain from religious instruction.

#### VII Teaching and Learning

##### VII-EES 18: Environment Rating Scale

In this section EES-18 the procedure is as follows:

- The program completes an Environmental Rating Scale (ECRS) for each site each year.
- The program uses the summary report to create an improvement plan to enhance the classroom and make changes in the environment that are needed.
- The classrooms are provided the materials and resources necessary to meet the program goals identified within the improvement plan.

The classroom staff uses the improvement plan to make the appropriate changes in the environment and then reflect on what the next steps are and if the change was beneficial to the children in the classroom.

##### VII-EES 19: Nutritional Needs

In this section EES-19 the procedure is as follows:

- The program provides for the nutritional needs of the children enrolled in the CSPP program.
- The program offers a monthly menu and provides for children with medically documented food allergies.
- The parents are provided with a written policy for meals and snacks.

##### VII-EES 20: Health and Social Services

In this section EES-20 the procedure is as follow:

- The program completes an Ages and Stages and an Ages and Stages Social Emotional questionnaire with each child. If the staff person or parent completing the questionnaire has any concerns about the development of the child a referral is completed to the appropriate service.
- The program requires an updated physical and immunization card if there are any concerns on the physical or immunizations that need to be completed the program will follow up with the family.
- The program completed vision, hearing and dental screenings. After the screening are completed referrals and given to the families and then follow up is done to make sure the health needs of the child are addressed.
- The program provides home visiting services for the families to help get them the services that are needed for health and social services.

The program will continue to monitor to assure that all standards are met. The program director and lead teachers will meet monthly to complete and review all of the documents for the program self-evaluation. This is to assure that all areas continue to meet the standards. The group will review the necessary tasks and divide them up among the group so that all tasks get accomplished during the course and the year. Every month the group will review the standards to assure that the tasks are being accomplished.

**Board Reference Material**

**SUBJECT TITLE:** Agreements: MCOE, Jack L. Boyd Outdoor School (LBE)

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the agreements between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by Los Banos Elementary School.

**BACKGROUND INFORMATION:**

Los Banos Elementary School's 6<sup>th</sup> grade class plans to attend Jack L. Boyd Outdoor School from May 5-May 8, 2020. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, not the booster group.

**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: Renee Leonard, Los Banos Elementary School Principal  
Date: May 9, 2019

**AGREEMENT BETWEEN MERCED COUNTY OFFICE  
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT  
(Los Banos Elementary) FOR USE OF CAMP GREEN MEADOWS  
OUTDOOR SCHOOL COMMENCING  
May 5, 2020 AND ENDING May 8, 2020**

This Agreement is made and entered into on this 15th day of February 2019, by and between the Merced County Office of Education (“MCOE”) and Los Banos Unified School District (“District”) for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the “Outdoor School”). MCOE and District shall collectively hereinafter be referred to as the “Parties.”

**AGREEMENT**

**ARTICLE I**

**FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE**

**1.1 Date(s) of Use.**

District will commence its use of the Outdoor School beginning May 5, 2020 at 11:00 a.m. and ending May 8, 2020 at 11:30 a.m. Los Banos Elementary may be sharing facilities at Camp Green Meadows Outdoor School with another school and should coordinate with said school(s) for cabin leaders, nurse and field trips.

**1.2 Payment for Use.**

District will pay MCOE \$216.00 per student for a minimum of 80 students for a total of \$17,280.00. **District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.**

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$864.00 (five percent (5%) of the total contract amount) on or before **August 15, 2019** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$16,416.00 (the balance of the total contract price of \$17,280.00 less the deposit of \$864.00) will be transferred to MCOE within thirty (30) days following the District’s use of the Outdoor School.

1.2.3 Adjustment to Final Payment. Final payment will be increased or decreased based upon actual attendance multiplied by the per-student rate specified in 1.2 above. There is a minimum billing amount of 90%. Payment will not be less than 90% of the number of students contracted for in 1.2 above, regardless of the number of students in actual attendance. Total program payment shall not fall below 50 students for all schools combined in a program week.

1.2.4 Payment Transfer Authorization. The District hereby authorizes and MCOE shall transfer the total balances due (both deposits and final payments) via an Inter-District transfer from the following account # provided by the District:

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2

## ARTICLE 2 TRANSPORTATION AND DISTRICT SUPPORT

### 2.1 Transportation.

District shall be solely responsible for providing its own transportation to ensure the timely arrival and departure of its students, teachers, cabin counselors and health care staff to and from the Outdoor School in accordance with the date(s) and time(s) of use identified in Section 1.1 above **and in the event of a medical, disciplinary, safety or other emergency.**

2.1.1 MCOE-Provided Transportation. Notwithstanding Section 2.1, in the event MCOE is required to provide transportation services to and/or from the Outdoor School and/or in the event MCOE provides transportation to District to handle medical, disciplinary, safety, or other emergencies, the District hereby agrees to reimburse MCOE for such services at their actual cost. All charges for such services will be reflected on the District’s final bill issued pursuant to Section 1.2.2.

2.1.2 MCOE Transportation for Field Trips. In the event District requests MCOE to provide bus transportation for field trips, District will be responsible for all charges for such services which will reflect on the District’s final bill issued pursuant to Section 1.2.2.

Field Trip Costs	
Mariposa Grove drop off	\$125.00 per bus run
Mariposa Grove drop off/pick up	\$250.00 per bus run
Yosemite Valley all day	\$400.00./bus plus staff OT
Nelder Grove	\$250.00/bus plus staff OT

### 2.2 District Support.

District shall provide a minimum of one (1) teacher for up to twenty-five (25) students, two (2) teachers for twenty-six (26) to fifty (50) students, three (3) teachers for fifty-one (51) to seventy-five (75) students, and so on. Teachers are a vital part of the supervision model of the Outdoor School and are required to remain on campus while students are present. District shall also provide a minimum of one (1) health care professional of EMT-1 certification or higher and two (2) cabin supervisors per cabin of students who is the same gender as the students being supervised. Cabin leaders in excess of two (2) per cabin of students will be charged to the District as additional students, except in cases where the District has made arrangements with the Outdoor School in advance to support special needs students.

2.2.1 Coordination with Other Schools or Districts. In the event that more than one (1) school or district attends the Outdoor School at the same time as District, District agrees to coordinate with such school(s) and/or district(s) and cooperate as to the provision of health care and cabin leader staff as required by Section 2.2 above.

2.2.2 Written Materials. District agrees to provide enough Parent, Teacher and Cabin Leader Booklets to support each of the program participants at District's expense. The Outdoor School will provide one master copy of each such Booklet to District.

2.2.3 Coordination with Outdoor School Staff. District shall arrange a planning and orientation between District's school site and the Outdoor School staff. District shall coordinate with the Outdoor School staff for the provision of visitor passes to any staff visiting during the program at least twenty-four (24) hours in advance of the visitors' arrival to the Outdoor School. District shall also make arrangements for the translation of all student and parent forms and provide translation services as needed. District shall provide the Outdoor School with all pertinent information regarding student and staff health, discipline and behavior issues that might impact the Outdoor School program in advance of the District's use of the Outdoor School.

2.2.4 **Emergency Contact.** 24 hour emergency contact information must be provided by District:

**CONTACT 1:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

**CONTACT 2:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

**ARTICLE 3  
DISTRICT CONDUCT**

**3.1 School Policy and Governing Laws.**

District hereby agrees to abide by all of the policies set forth in the "Outdoor School Policy Booklet" which District acknowledges it has reviewed prior to executing this Agreement. Such policies are incorporated herein as if set forth in full. District further agrees to abide by all applicable federal, state and local laws in its use of the School.

**ARTICLE 4  
INSURANCE AND INDEMNIFICATION**

**4.1 Insurance.**

4.1.1 General Insurance Requirements. Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain the insurance programs set forth in this Section 4.1.

4.1.2 Evidence of Insurance. Each Party shall, upon request of the other Party, provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party prior to District's use of the School under this Agreement.

4.1.3 Insurer Financial Ratings and Self-Insurance. If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

4.1.4 Notification of Incidents, Claims or Suits. The Parties mutually agree to notify one another of any accident or incident relating to activities performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against either of the Parties, and of any actual third-Party claim or lawsuit arising from, or related to, District's use of the School or services provided by MCOE under this Agreement.

4.1.5 Insurance Coverage Requirements. Each Party shall maintain the following programs of insurance coverage:

4.1.5.1 General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.1.5.2 Automobile Liability insurance with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.1.5.3 The Parties agree to provide Workers Compensation and Employers' Liability insurance providing workers compensation benefits to their respective employees, as required by the State of California. At no time will District's employees be considered MCOE's employees or vice-versa.

4.1.6 Waiver of Subrogation. The Parties waive all rights of subrogation and recovery against the other and against agents and employees of the other for damages covered by any property insurance.

## **4.2 Indemnification.**

District shall defend, indemnify and hold harmless MCOE, its governing board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising in whole or in part out of the District's use of the School caused in whole or in part by the negligent or intentional acts or omissions of the District's governing board, officers, directors, agents, employees, volunteers, students or independent contractors.

**ARTICLE 5  
MISCELLANEOUS**

**5.1 Modification.**

The Parties may modify the terms and conditions of this Agreement only in a written amendment to this Agreement that is signed by both Parties.

**5.2 Heirs, Successors and Assigns.**

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

**5.3 Party Employees.**

5.3.1 District Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees, and no District employees shall be considered as an employee of MCOE, nor shall such District employees have any MCOE pension, civil service, or other status while an employee of District.

5.3.2 MCOE Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for MCOE shall be deemed MCOE employees and no MCOE employee shall be considered as an employee of District, nor shall such MCOE employees have any District pension, civil services, or other status while an employee of MCOE.

**5.4 Notices.**

All notices or other communications, shall be in writing and shall be duly served, either personally delivered or by depositing communication in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District: Los Banos Unified School District  
1717 South 11<sup>th</sup> Street  
Los Banos, CA 93635  
ATTN: Dr. Mark Marshall, Superintendent

MCOE:  
Outdoor School Camp Green Meadows Outdoor School  
PO BOX 69  
Fish Camp, CA 93623  
ATTN: Robert Bassett, Principal

**5.5 Counterparts.**

This Agreement may be executed in duplicate counterparts.



## **5.6 Severability.**

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining portions shall not, in any way, be affected or impaired thereby.

## **5.7 Prevailing Party Fees.**

The prevailing Party in any action or proceeding to enforce, interpret or otherwise, arising out of or relating to, this Agreement or any provision thereof (including, but not limited to, any trial, arbitration, administrative hearing or appeal) shall be entitled to recover from the other Party (or parties) all of the costs and expenses, including, but not limited to, reasonable attorneys' fees and expert's fees.

## **5.8 Third-Party Beneficiaries.**

This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third-Party beneficiary hereunder.

## **5.9 No Partnership or Joint Venture.**

Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership, joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

## **5.10 Waiver.**

No failure on the part of the District or MCOE to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

## **5.11 Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

## **5.12 Captions.**

The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

## **5.13 Further Assurances.**

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

#### **5.14 Mediation.**

In the event any dispute arises under the terms of this Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy two (72) hours of the request of either Party. If, within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty five (45) days of the initial request for mediation.

#### **5.15 Authority.**

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

#### **5.16 Provisions Required by Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

#### **5.17 Ambiguities Not to be Construed Against Drafting Party.**

The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

#### **5.18 Governing Law.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Merced County, California.

#### **5.19 Entire Agreement.**

The terms and provisions of this Agreement constitute the entire Agreement of the Parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first referenced above.

MERCED COUNTY OFFICE OF EDUCATION      LOS BANOS UNIFIED SCHOOL DISTRICT

By: John Magnuson  
Title: Assistant Superintendent

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

RETURN ADDRESS:

Camp Green Meadows Outdoor School  
P. O. Box 69  
Fish Camp, CA 93623

## Board Reference Material

**SUBJECT TITLE:**            **Agreements: MCOE, Jack L. Boyd Outdoor School (HME)**

**REQUESTED ACTION:**    Approve

Action      X  

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

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**RECOMMENDATION:**

It is recommended the Board approve the agreement between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by Henry Miller Elementary School.

**BACKGROUND INFORMATION:**

Henry Miller Elementary School's 6<sup>th</sup> grade class plans to attend Jack L. Boyd Outdoor School from May 18 – May 22, 2020. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, no the booster group.

**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 identified

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

None identified

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ORIGINATOR: Jason Waltman, Principal Henry Miller Elementary School

Date: May 9, 2019

**AGREEMENT BETWEEN MERCED COUNTY OFFICE  
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT  
(Henry Miller Elementary) FOR USE OF CAMP GREEN MEADOWS  
OUTDOOR SCHOOL COMMENCING  
May 18, 2020 AND ENDING May 22, 2020**

This Agreement is made and entered into on this 15th day of February 2019, by and between the Merced County Office of Education ("MCOE") and Los Banos Unified School District ("District") for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the "Outdoor School"). MCOE and District shall collectively hereinafter be referred to as the "Parties."

**AGREEMENT**

**ARTICLE 1**

**FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE**

**1.1 Date(s) of Use.**

District will commence its use of the Outdoor School beginning May 18, 2020 at 11:00 a.m. and ending May 22, 2020 at 11:30 a.m. Henry Miller Elementary may be sharing facilities at Camp Green Meadows Outdoor School with another school and should coordinate with said school(s) for cabin leaders, nurse and field trips.

**1.2 Payment for Use.**

District will pay MCOE \$255.00 per student for a minimum of 70 students for a total of \$17,850.00. **District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.**

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$892.50 (five percent (5%) of the total contract amount) on or before **August 15, 2019** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$16,957.50 (the balance of the total contract price of \$17,850.00 less the deposit of \$892.50) will be transferred to MCOE within thirty (30) days following the District's use of the Outdoor School.

1.2.3 Adjustment to Final Payment. Final payment will be increased or decreased based upon actual attendance multiplied by the per-student rate specified in 1.2 above. There is a minimum billing amount of 90%. Payment will not be less than 90% of the number of students contracted for in 1.2 above, regardless of the number of students in actual attendance. Total program payment shall not fall below 50 students for all schools combined in a program week.

1.2.4 Payment Transfer Authorization. The District hereby authorizes and MCOE shall transfer the total balances due (both deposits and final payments) via an Inter-District transfer from the following account # provided by the District:

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2
100%	01	0304	0	4300	00	1110	1000	020	020	000

**ARTICLE 2  
TRANSPORTATION AND DISTRICT SUPPORT**

**2.1 Transportation.**

District shall be solely responsible for providing its own transportation to ensure the timely arrival and departure of its students, teachers, cabin counselors and health care staff to and from the Outdoor School in accordance with the date(s) and time(s) of use identified in Section 1.1 above **and in the event of a medical, disciplinary, safety or other emergency.**

2.1.1 MCOE-Provided Transportation. Notwithstanding Section 2.1, in the event MCOE is required to provide transportation services to and/or from the Outdoor School and/or in the event MCOE provides transportation to District to handle medical, disciplinary, safety, or other emergencies, the District hereby agrees to reimburse MCOE for such services at their actual cost. All charges for such services will be reflected on the District’s final bill issued pursuant to Section 1.2.2.

2.1.2 MCOE Transportation for Field Trips. In the event District requests MCOE to provide bus transportation for field trips, District will be responsible for all charges for such services which will reflect on the District’s final bill issued pursuant to Section 1.2.2.

<u>Field Trip Costs</u>	
Mariposa Grove drop off	\$125.00 per bus run
Mariposa Grove drop off/pick up	\$250.00 per bus run
Yosemite Valley all day	\$400.00./bus plus staff OT
Nelder Grove	\$250.00/bus plus staff OT

**2.2 District Support.**

District shall provide a minimum of one (1) teacher for up to twenty-five (25) students, two (2) teachers for twenty-six (26) to fifty (50) students, three (3) teachers for fifty-one (51) to seventy-five (75) students, and so on. Teachers are a vital part of the supervision model of the Outdoor School and are required to remain on campus while students are present. District shall also provide a minimum of one (1) health care professional of EMT-1 certification or higher and two (2) cabin supervisors per cabin of students who is the same gender as the students being supervised. Cabin leaders in excess of two (2) per cabin of students will be charged to the District as additional students, except in cases where the District has made arrangements with the Outdoor School in advance to support special needs students.

2.2.1 Coordination with Other Schools or Districts. In the event that more than one (1) school or district attends the Outdoor School at the same time as District, District agrees to coordinate with such school(s) and/or district(s) and cooperate as to the provision of health care and cabin leader staff as required by Section 2.2 above.

2.2.2 Written Materials. District agrees to provide enough Parent, Teacher and Cabin Leader Booklets to support each of the program participants at District's expense. The Outdoor School will provide one master copy of each such Booklet to District.

2.2.3 Coordination with Outdoor School Staff. District shall arrange a planning and orientation between District's school site and the Outdoor School staff. District shall coordinate with the Outdoor School staff for the provision of visitor passes to any staff visiting during the program at least twenty-four (24) hours in advance of the visitors' arrival to the Outdoor School. District shall also make arrangements for the translation of all student and parent forms and provide translation services as needed. District shall provide the Outdoor School with all pertinent information regarding student and staff health, discipline and behavior issues that might impact the Outdoor School program in advance of the District's use of the Outdoor School.

2.2.4 **Emergency Contact.** 24 hour emergency contact information must be provided by District:

**CONTACT 1:**

Name: Jason Waltman  
Title: Principal  
Phone: 209. 826. 3816  
Cell Phone: 209. 704. 1743

**CONTACT 2:**

Name: Stacia Rains  
Title: Assistant Principal  
Phone: 209. 826. 3816  
Cell Phone: 209. 761. 1013

**ARTICLE 3  
DISTRICT CONDUCT**

**3.1 School Policy and Governing Laws.**

District hereby agrees to abide by all of the policies set forth in the "Outdoor School Policy Booklet" which District acknowledges it has reviewed prior to executing this Agreement. Such policies are incorporated herein as if set forth in full. District further agrees to abide by all applicable federal, state and local laws in its use of the School.

**ARTICLE 4  
INSURANCE AND INDEMNIFICATION**

**4.1 Insurance.**

4.1.1 General Insurance Requirements. Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain the insurance programs set forth in this Section 4.1.

4.1.2 Evidence of Insurance. Each Party shall, upon request of the other Party, provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party prior to District's use of the School under this Agreement.

4.1.3 Insurer Financial Ratings and Self-Insurance. If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

4.1.4 Notification of Incidents, Claims or Suits. The Parties mutually agree to notify one another of any accident or incident relating to activities performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against either of the Parties, and of any actual third-Party claim or lawsuit arising from, or related to, District's use of the School or services provided by MCOE under this Agreement.

4.1.5 Insurance Coverage Requirements. Each Party shall maintain the following programs of insurance coverage:

4.1.5.1 General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.1.5.2 Automobile Liability insurance with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.1.5.3 The Parties agree to provide Workers Compensation and Employers' Liability insurance providing workers compensation benefits to their respective employees, as required by the State of California. At no time will District's employees be considered MCOE's employees or vice-versa.

4.1.6 Waiver of Subrogation. The Parties waive all rights of subrogation and recovery against the other and against agents and employees of the other for damages covered by any property insurance.

## 4.2 Indemnification.

District shall defend, indemnify and hold harmless MCOE, its governing board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising in whole or in part out of the District's use of the School caused in whole or in part by the negligent or intentional acts or omissions of the District's governing board, officers, directors, agents, employees, volunteers, students or independent contractors.



**ARTICLE 5  
MISCELLANEOUS**

**5.1 Modification.**

The Parties may modify the terms and conditions of this Agreement only in a written amendment to this Agreement that is signed by both Parties.

**5.2 Heirs, Successors and Assigns.**

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

**5.3 Party Employees.**

5.3.1 District Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees, and no District employees shall be considered as an employee of MCOE, nor shall such District employees have any MCOE pension, civil service, or other status while an employee of District.

5.3.2 MCOE Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for MCOE shall be deemed MCOE employees and no MCOE employee shall be considered as an employee of District, nor shall such MCOE employees have any District pension, civil services, or other status while an employee of MCOE.

**5.4 Notices.**

All notices or other communications, shall be in writing and shall be duly served, either personally delivered or by depositing communication in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District:                                Los Banos Unified School District  
    1717 South 11<sup>th</sup> Street  
    Los Banos, CA 93635  
    ATTN: Dr. Mark Marshall, Superintendent

MCOE:  
Outdoor School                        Camp Green Meadows Outdoor School  
    PO BOX 69  
    Fish Camp, CA 93623  
    ATTN: Robert Bassett, Principal

**5.5 Counterparts.**

This Agreement may be executed in duplicate counterparts.

**5.6 Severability.**

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining portions shall not, in any way, be affected or impaired thereby.

**5.7 Prevailing Party Fees.**

The prevailing Party in any action or proceeding to enforce, interpret or otherwise, arising out of or relating to, this Agreement or any provision thereof (including, but not limited to, any trial, arbitration, administrative hearing or appeal) shall be entitled to recover from the other Party (or parties) all of the costs and expenses, including, but not limited to, reasonable attorneys' fees and expert's fees.

**5.8 Third-Party Beneficiaries.**

This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third-Party beneficiary hereunder.

**5.9 No Partnership or Joint Venture.**

Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership, joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

**5.10 Waiver.**

No failure on the part of the District or MCOE to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

**5.11 Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

**5.12 Captions.**

The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

**5.13 Further Assurances.**

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

#### **5.14 Mediation.**

In the event any dispute arises under the terms of this Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy two (72) hours of the request of either Party. If, within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty five (45) days of the initial request for mediation.

#### **5.15 Authority.**

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

#### **5.16 Provisions Required by Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

#### **5.17 Ambiguities Not to be Construed Against Drafting Party.**

The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

#### **5.18 Governing Law.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Merced County, California.

#### **5.19 Entire Agreement.**

The terms and provisions of this Agreement constitute the entire Agreement of the Parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first referenced above.

MERCED COUNTY OFFICE OF EDUCATION

LOS BANOS UNIFIED SCHOOL  
DISTRICT

By: John Magnuson  
Title: Assistant Superintendent

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

RETURN ADDRESS:

Camp Green Meadows Outdoor School  
P. O. Box 69  
Fish Camp, CA 93623

## Board Reference Material

**SUBJECT TITLE:**    Pitney Bowes Agreement

**REQUESTED ACTION:**    Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the agreement to provide postage services per the contract with Pitney Bowes for a period of 5 years.

**BACKGROUND INFORMATION:**

Pitney Bowes will be providing a postage meter through a lease agreement, including maintenance service for the leased equipment for the next five years.

The postage meter will allow the schools and the district office to process large mailing jobs, and over-sized packages, cutting down the time on making frequent trips to the post office.

**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

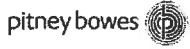
**SPECIFIC FINANCIAL IMPACT:**

The annual fee is \$3,375 and will be paid by general funds.

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ORIGINATOR: Amer Iqbal, Director of Fiscal Services  
Date: May 9, 2019



**NASPO ValuePoint FMV Lease Agreement (Option C)**

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Agreement Number

**Your Business Information**

<b>Full Legal Name of Lessee / DBA Name of Lessee</b>			<b>Tax ID # (FEIN/TIN)</b>			
LOS BANOS UNIFIED SCHOOL DIST			522018057			
<b>Sold-To: Address</b>						
1717 S 11TH ST, LOS BANOS, CA, 93635-4800, US						
<b>Sold-To: Contact Name</b>		<b>Sold-To: Contact Phone #</b>		<b>Sold-To: Account #</b>		
Yanel Melton		(209) 826-3801		0011410912		
<b>Bill-To: Address</b>						
1717 S 11TH ST, LOS BANOS, CA, 93635-4800, US						
<b>Bill-To: Contact Name</b>		<b>Bill-To: Contact Phone #</b>		<b>Bill-To: Account #</b>		<b>Bill-To: Email</b>
Yanel Melton		(209) 826-3801		0016768203		ymelton@losbanosusd.k12.ca.us
<b>Ship-To: Address</b>						
1717 S 11TH ST, LOS BANOS, CA, 93635-4800, US						
<b>Ship-To: Contact Name</b>		<b>Ship-To: Contact Phone #</b>		<b>Ship-To: Account #</b>		
Yanel Melton		(209) 826-3801		0011410912		
<b>PO #</b>						
.						

**Your Business Needs**

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APK2	SendPro P Series Basic Label Printer Pac
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSA	CONNECT+ 145 LPM SPEED
1	AZBA	SendPro P1000 Series
1	AZBE	SendPro P Series Mono Print Module
1	M9SS	Mailstream Intellink Services
1	MSD2	15" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform

1	PTJ1	Postal Shipping
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STDLSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

**Your Payment Plan**

<b>Initial Term: 60 months</b>	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 281.19	\$ 843.57

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897: 7-17-70-41-03

State/Entity's Contract#

Lessee Signature

MARK E. MARSHALL Ed.D

Print Name SUPERINTENDENT

Title 05/09/19

Date mmarshall@losbanosusd.k12.ca.us

Email Address

Pitney Bowes Signature

Print Name

Title

Date

**Sales Information**

Philip Ward

philip.ward@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



**Board Reference Material**

**SUBJECT TITLE:** Agreement: Teter, LLP for the San Luis Modular Project

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the agreement with Teter, LLP, architect, for the restroom component of the San Luis High School Modular Project.

**BACKGROUND INFORMATION:**

The restroom component of this Project includes design and construction administration services for the placement of one modular restroom at San Luis High School. Teter has been selected by a competitive process that will allow the District to potentially capture State matching funds for the Project.

**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):**

\$26,852 from Developer Fees Fund 25.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services

Date: May 9, 2019

**CONTRACT FOR ARCHITECTURAL SERVICES**

**THIS AGREEMENT** is entered into this 3<sup>rd</sup> day of April, 2019, between the Los Banos Unified School District of Merced County, California, hereinafter "Owner," and Teter, LLP, hereinafter "Architect."

Owner intends to construct the project ("Project") described as follows **San Luis High School Restroom Addition**.

Architect represents that it is fully licensed, qualified, and willing to perform the services required by this Agreement (with the understanding that if Architect is a corporation or other organization, the Project Architect specified, and not Architect itself, is fully licensed as an architect in the state of California).

Accordingly, the parties agree as follows:

**ARTICLE 1. EMPLOYMENT OF ARCHITECT.**

Owner contracts Architect pursuant to California Government Code Sections 4525-4529.5 and 53060 to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the Project. The term "Project Architect" as used in this document shall be referred to as the Architect in General Responsible Charge as defined under Title 24, Section 4-316 of the California Code of Regulations. Subject to Owner's approval, Architect shall name a specific person fully licensed to practice as an architect in the state of California to be the Project Architect. The Project Architect shall maintain personal oversight of the Project and act as principal contact with Owner, the contractor, Architect's consultants and engineers, and all inspectors on the Project. Any change in the Project Architect shall be subject to Owner's approval. The Project Architect is Robert V. Thornton, license number C-29052.

**ARTICLE 2. ARCHITECT'S SERVICES.**

**2.1 Employment of Architect.**

Architect accepts Contract and agrees to perform all the necessary professional architectural, engineering, and construction administration services in a professional manner, consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect understands the exact scope of services may be changed should Owner elect to utilize the Multi-Prime Construction Management or Lease-Leaseback project delivery methods. In that event, the Services Matrix for Construction Projects Utilizing Multi-Prime Construction Management or Lease-Leaseback Project Deliver Methods attached to this Agreement shall further clarify the scope of services and shall govern in instances of inconsistencies with language herein. Appropriate fee adjustments, in terms of credits and/or additional fees, may be made as a result of an election by Owner to utilize Multi-Prime Construction Management or Lease-Leaseback delivery methods for the Project. Architect shall provide the services referenced in this Agreement and additional services as agreed.

### **2.1.1 Communication with Owner.**

Architect shall participate in consultations and conferences with Owner's authorized representatives and/or other local, regional, or state agencies concerned with the Project necessary for development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and Owner. Such consultations and conferences shall continue through planning and construction of the Project and contractors' warranty periods. Architect shall only take direction from staff specifically designated by Owner (the "Owner's Representative"). Owner's Representative for the Project shall be Don Laursen. Owner hereby certifies that the Owner's Representative has been duly authorized by Owner's governing board or other governing body to represent Owner on the Project. Owner may designate new and/or different individuals to act as Owner's Representative from time to time.

### **2.1.2 Hiring Consultants and Personnel.**

**2.1.2.1** Architect shall provide any and all required consultants, including without limitation, architects, engineers, and all other persons qualified and licensed to render services in connection with the basic services of planning and/or administration of the Project, typically limited to architects and structural, electrical, plumbing, mechanical engineers and utility engineers. Other consultants may be provided by express written agreement at additional cost to Owner. Architect may provide such services and personnel "in-house" or, with the written consent of Owner, employ outside consultants. The cost of any and all such consultants shall be borne by Architect. Architect may delegate to such consultants those duties which Architect is permitted by law to delegate without relieving Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's consultants. Architect shall notify Owner of all consultants prior to commencement of their work.

**2.1.2.2** All engineers, experts, and consultants retained by Architect in performance of this Agreement shall be licensed or certified, as the case may be, to practice in their respective professions, where required by law.

**2.1.2.3** Structural, mechanical, civil, and electrical engineers and consultants hired by Architect shall show evidence of a policy of professional liability and/or project insurance, if available, meeting the requirements set forth in this Agreement.

**2.1.2.4** Architect shall promptly obtain Owner's written approval of assignment and/or reassignment or replacement of engineers or consultants or other staff changes of key personnel working on the Project. Any changes in Architect's consultants and staff shall be subject to approval by Owner.

**2.1.2.5** Professionals, technical and other clerical personnel shall be retained by Architect at Architect's sole expense.

### **2.1.3 Initial Planning Phase of Project.**

**2.1.3.1** Architect shall assist Owner in preparation of educational programming for the Project to define scope, size, cost, space relationship, and site development. Assistance to Owner is understood to mean the review of Owner's prepared program, as it relates to determination of space and translation into physical area and corresponding cost (not actual development of the Owner's program).

**2.1.3.2** Architect shall advise and assist Owner in determining the feasibility of the Project, analysis of the types and quality of materials and construction to be selected, the site location, and other initial planning matters.

**2.1.3.3** Architect shall notify Owner in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.

**2.1.3.4** Architect shall advise Owner in securing easements, encroachment permits, rights-of-way, dedications, infrastructures, and road improvements, coordinating with utilities and adjacent property owners.

**2.1.3.5** If Owner elects the Lease-Leaseback Project delivery method, Architect shall provide those services designated in the Services Matrix for Construction Projects necessary to assist the Owner in establishing the Owner's educational or facility program/s, the financial feasibility, time requirements and limitations for the project prior to beginning design. Compensation for these services shall be enumerated in Exhibits A and B, incorporated herein by reference.

**2.1.3.6** The Architect shall be responsible to investigate existing conditions or facilities and confirm such conditions or facilities as relates to work under this Project. The Architect or its consultant will conduct the research that is in its professional opinion necessary for the Project, and will incorporate such conditions that relate to work of this Project within the drawings for construction. Such services of the Architect or its consultants will be performed in a manner consistent with the ordinary standard of care.

#### **2.1.4 Schematic Plan Phase of Project.**

**2.1.4.1** Architect shall provide a site plan and other Project-related information necessary and required for Owner's application for funds to finance the Project to any federal, state, regional, or local agency.

**2.1.4.2** In cooperation with Owner's planners and educational committees, Architect shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project and the plot plan development at the site and the proposed architectural concept of the buildings, incorporating Owner's educational or facility program and functional requirements. Such drawings and plans (referred to collectively as the Schematic Plans) shall meet the requirements of the California Department of Education (CDE), regulations (California Code of Regulations, Title 5, Section 14000 et seq.), and guidelines and shall be prepared in a form suitable for submission to the CDE for approval, if applicable. The Schematic Plans shall show all rooms incorporated in each building in the Project in single-line drawings, and shall include all revisions required by Owner or by any federal, state, regional, or local agency having jurisdiction over the Project. All architectural representation drawings for the Project shall be in a form suitable for reproduction.

**2.1.4.3** Architect shall establish a preliminary Project cost estimate in the format required by Owner or, if applicable, by the school construction funding agency identified by Owner. The purpose of the cost estimate is to show probable cost in relation to Owner's budget. If Architect perceives site considerations which impact the cost of the Project, Architect shall immediately disclose those conditions to Owner in writing. Architect shall provide a preliminary written time schedule for performance of the work

on the Project. Preliminary construction budget or allowance shall represent the Architect's best judgment as a professional familiar with the construction industry. This analysis may be based upon current area, volume or similar conceptual estimating techniques. The Architect shall not be required to make exhaustive or detailed estimates of project cost.

**2.1.4.4** At its own expense, Architect shall provide a complete set of the Schematic Plans for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of the Schematic Plans as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the Division of State Architect (DSA), and any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required shall be provided at cost to Owner.

### **2.1.5 Design Development Phase of Project.**

**2.1.5.1** On Owner's specific written approval of the Schematic Plans, Architect shall prepare site and floor plans, elevations, and any other drawings and documents sufficient to fix and describe the size and character of the Project's structural, mechanical, and electrical systems, and site improvements as applicable (on and off-site) to the extent required to provide the successful completion of the Project), types and makeup of materials, and outline specifications (Design Development Documents) for presentation to Owner's governing board or other governing body for approval.

**2.1.5.2** Architect shall provide a complete set of the Design Development Documents for Owner's review and approval. Additionally, at Owner's expense, Architect shall provide copies of the Design Development Documents as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the DSA, and any other appropriate federal, state, local, or regional regulatory bodies. Any additional copies required shall be provided at cost to Owner.

**2.1.5.3** Architect shall provide Owner with an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents and a breakdown based on types of materials and specifications identified in the Design Development Documents. However, if a Lease-Leaseback or Construction Manager Project delivery method is selected, the Architect will only be responsible to review and provide comments regarding the estimate provided by others. Architect's estimate of probable construction cost will be furnished upon conventional means of analysis using model costing, square-foot or systems/assembly analysis.

**2.1.5.4** Architect shall provide Owner with a timetable for completion of the Project.

**2.1.5.5** Architect shall assist Owner in applying for and obtaining required approvals from DSA, or other governing authority having jurisdiction over the Project, as the case may be, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities for securing priorities, materials, as an aid in construction of the Project, and in obtaining final Project approval and acceptance by DSA as required.

**2.1.5.6** Architect shall provide a color schedule of all materials and selections of textures, finishes, and other items requiring an aesthetic decision at this phase of the Project for Owner's review and approval.

## **2.1.6 Building Permits and Conformity to Legal Requirements.**

**2.1.6.1** Architect shall cause drawings and specifications to conform to and adequately address applicable requirements of federal, state, regional, and local law, DSA requirements (structural safety, fire/life safety, and access compliance sections), and requirements of the CDE, which must approve the drawings and specifications, and shall cause the necessary copies of such drawings and specifications to be filed with those agencies for approval.

**2.1.6.2** Architect will use its best professional efforts to interpret applicable access requirements, including those of the Americans with Disabilities Act and California law, and inform Owner of any inconsistencies between federal and state accessibility regulations and requirements which are subject to conflicting interpretations of the law.

## **2.1.7 Working Drawings and Specifications.**

**2.1.7.1** Upon Owner's specific written approval of the Design Development Documents, Architect shall prepare such complete working drawings and specifications as are necessary to obtain complete bids and efficient and thorough execution of work. Such working drawings shall be developed from the preliminary drawings approved by Owner. The completed working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems and utility service connection equipment and site work. It shall be Owner's responsibility to supply Architect with the necessary information to determine the proper location of all improvements on existing sites, including record drawings ("as-built drawings") in Owner's possession. Using a thorough interior and exterior visual survey of site conditions, Architect will make a good-faith effort to verify the accuracy of such information and as-built drawings. Owner shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide Architect with any supplemental information which may be discovered but not shown on the as-built drawings.

The completed working drawings and specifications must be sufficient to enable Architect and Owner to secure the required permits and approvals from DSA and for Owner to obtain a responsible, responsive or bona fide bid or bids. The working drawings shall be clear and legible, so that uniform copies can be made on standard architectural size paper, properly indexed and numbered, and sufficient to be clearly copied and assembled in a professional manner by Architect.

**2.1.7.2** Owner shall review, study, and check the completed working drawings and specifications presented to it by Architect and make any necessary revisions or obtain approval of the final plans by Owner's governing board or other governing body, subject to DSA approval. Architect shall make all Owner-requested changes, additions, deletions, and corrections in the completed working drawings and specifications so long as the changes are not in conflict with the requirements of those public agencies having jurisdiction or prior approval, or are inconsistent with earlier Owner direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to Owner's attention. The parties agree that, while the construction contractor will be responsible for construction methods and means, it is Architect who, as between Architect and Owner, possesses the requisite expertise to determine the constructability of the completed working drawings and specifications. Architect

warrants that the plans are sufficiently detailed and accurate to enable a competent contractor to perform the work.

**2.1.7.3** Architect understands that should working drawings and specifications be ordered by Owner, Owner shall specify the sum of money set aside to cover the total cost of construction of the work exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a written statement to Owner's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based. In the event that bids received by Owner indicate the work cannot be constructed for the specified sum in accordance with the working drawings and specifications furnished by Architect, Architect shall, if requested by Owner and without extra compensation, revise the working drawings and specifications so construction can be completed for a total cost which does not exceed the specified sum or so that certain portions of the Project can be omitted, deferred, or separately bid. The cost of revising the plans and specifications shall be borne by Owner only where Architect has given written notice in advance of bidding that the total construction cost will exceed Owner's specified sum and where Owner has not reasonably addressed any such written notice provided by Architect. Architect will not be required to make revisions without compensation when estimate has been provided by Lease-Leaseback Contractor or Construction Manager selected by Owner.

**2.1.7.4** Architect shall provide a full set of the completed working drawings and specifications for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of any documents required by federal, state, regional, or local agencies concerned with the Project, including CDE and DSA. Any additional copies required shall be provided at cost to Owner.

**2.1.7.5** Unless otherwise agreed, Architect shall provide at no additional expense one original two dimensional rendering of the Project suitable for public presentation, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering.

## **2.1.8 Construction Contract Documents.**

If so required by Owner, Architect shall assist Owner in the completion of construction documents, including but not limited to advertisement for bids, information for bidders, bid forms (including alternate bids as requested by Owner), bonds, general conditions, special conditions, agreement, DVBE preferences, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of Owner and Owner's counsel. At the time the construction documents, which shall include the final working drawings and specifications (collectively, the "Construction Documents"), are delivered, Architect shall provide Owner with its final estimate of probable construction cost ("Final Estimate") consistent with previous design development documents.

**2.1.8.1** Architect's Statement of Probable Cost at the completion of final drawings and specifications shall be in sufficient elemental breakdown as to isolate and analyze general components of the project for budget and construction cost evaluation purposes.

**2.1.8.2** In accordance with Title 24 of the California Code of Regulations, any amendments to, addenda or change orders that materially alter the approved drawings and specifications for construction shall be prepared by the Architect or Engineer in general responsible charge for the Project (ref. §4-338 Park 1, Title 24 C.C.R.). Any

amendments, modifications or changes to bidding documents, forms or procedures, and administrative contractual concerns or clarifications may be prepared by Owner's representative or delegated authority, which do not materially alter the approved drawings and specifications.

#### **2.1.9 Bid Phase.**

**2.1.9.1** Following Owner's approval of the Construction Documents and Final Estimate, Architect shall provide to Owner one set of reproducible construction documents.

**2.1.9.2** If the lowest responsive bid on the Project exceeds the Final Estimate by 10 percent after adjustment for change in the Construction Cost Index adopted by the State Allocation Board, Owner may request that Architect amend the final drawings and specifications to rebid the Project so that bids are within 10 percent of the Final Estimate. At Owner's request, Architect shall provide specifications which include alternate bids as deemed advisable by Owner.

#### **2.1.10 Observation of Project.**

Observation of the work executed from the final working drawings and specifications shall be in person by Project Architect provided that Owner may, in its discretion, consent to such observation by another competent representative of Architect.

#### **2.1.11 Construction of Project.**

Architect shall provide general administration of the Construction Documents, including but not limited to the following:

**2.1.11.1** Participate with Owner in a pre-construction meeting with all interested parties.

**2.1.11.2** Conduct site visits, as often as necessary and appropriate to the stage of construction but at least biweekly, to observe contractor's work for general conformance with the plans and specifications and to confirm that work is progressing in accordance with the Construction Documents and contractor's schedule.

**2.1.11.3** Conduct site visits to communicate and observe the activities of the Project Inspector of Record, mutually acceptable to Architect and Owner and employed by Owner. Architect shall provide general direction of the work of the Inspector and coordinate in the preparation of record drawings by Inspector and/or Contractor indicating dimensions and location of all "as-built" conditions including but not limited to underground utility lines.

**2.1.11.4** Cause engineers and other consultants as may be hired by Architect to observe the work completed under their engineering disciplines as required, and approve and review all test results for general conformance with the original approved documents for their portion of the Project. Construction emergency shall mean any condition that potentially could have immediate adverse effects on the health, safety and welfare of current building occupants or nearby persons.

**2.1.11.5** Make regular reports as may be required by applicable federal, state, regional, or local agencies.



**2.1.11.6** Attend all appropriate construction management meetings and provide written reports to Owner after each construction meeting to keep Owner informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than biweekly.

**2.1.11.7** Make written reports to Owner as necessary to inform Owner of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.

**2.1.11.8** Keep records of construction progress and time schedules and advise contractor and Owner of any substantial deviations from the time schedule which could delay timely completion of the Project.

**2.1.11.9** In a timely manner, check and process all required material and test reports and report to the DSA and other governing agency having jurisdiction over the Project, as the case may be, the contractor, and Owner any deficiencies in material as reflected by those reports, with recommendations for correction of any deficiencies.

**2.1.11.10** In a timely manner, review and respond to all requested schedules, submittals, shop drawings, samples, other information requests, and other submissions of the contractor, or the subcontractors through the contractor, for compliance with design and specifications and to facilitate timely and uninterrupted progress of the work.

**2.1.11.11** As discussed with Owner, promptly reject work or materials which do not conform to the Construction Documents and notify Owner of any rejection.

**2.1.11.12** In a timely manner, consult with Owner with regard to substitution of materials, equipment, and laboratory reports thereon prior to Owner's final, written approval of any substitutions.

**2.1.11.13** Prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications and any modifications as may be necessary to meet unanticipated conditions encountered during construction, that would have been detected by reasonable investigation as outlined in Article 2.1.7.1, at no additional expense to Owner. Architect's responsibility to bear the cost of necessary modifications arising from unanticipated conditions applies only to those conditions that should have been anticipated by a reasonable architect or its subcontractors, consultants, or employees in the performance of its duties under this Agreement. However, any documents and/or drawings required due to unforeseeable changed conditions, contractor error or Owner changes shall be subject to additional fees.

**2.1.11.14** In a timely manner, evaluate and notify Owner in writing of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project (written notification may be accomplished by providing a copy of any request). Architect shall not order contractors to make any changes affecting contract price without Owner's written approval of a change order pursuant to the terms of the Construction Documents. On its own responsibility and pending approval of Owner's governing board or other governing body, Architect may order changes necessary at the time to meet construction emergencies if written approval by Owner's Representative is first secured.

**2.1.11.15** Examine, verify, and approve contractor's applications for payment and issue certificates for payment for work and materials approved by the inspector which reflect Architect's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.

**2.1.11.16** Coordinate final color and product selection with Owner's original design concept.

**2.1.11.17** Determine date of completion.

**2.1.11.18** After being notified the Project is nearing completion, Architect shall inspect the Project and review the punch-list prepared by the contractor, including minor items ("punch-list items"). Architect shall notify contractor in writing that all deficiencies and punch-list items must be corrected prior to acceptance of the Project and final payment. Owner shall be notified of all deficiencies and punch-list items.

**2.1.11.19** Review materials assembled by the contractor and assemble for and provide to Owner written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings ("Final Working Drawings"), and any other materials required from the contractors and subcontractors in accordance with the Construction Documents.

**2.1.11.20** Make any further observations of the Project reasonably necessary to confirm completion of punch-list items and to issue Architect's Certificate of Completion and final certificate for payment.

**2.1.11.21** Cause engineers and other consultants as may be hired by Architect to file required documentation necessary to close out the Project with governmental authorities.

**2.1.11.22 Record Set of Final Working Drawings.**

**2.1.11.22.1** On projects utilizing a Construction Manager or Lease-Leaseback Contractor, not later than 120 days after Architect's receipt of marked-up working drawings from the Construction Manager or Lease-Leaseback Contractor, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by the Construction Manager or Lease-Leaseback Contractor and Inspector. Architect shall review the record set of Final Working Drawings to ensure that they are a correct representation of the information supplied to Architect by the Construction Manager or Lease-Leaseback Contractor.

**2.1.11.22.2** On projects not utilizing a Construction Manager, not later than 30 days after Architect's receipt of marked-up working drawings from the contractor, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings

which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by contractor and Inspector. Architect shall review to ensure that the record set of Final Working Drawings is a correct representation of the information supplied to Architect by the Inspector and the contractor and shall request the certificates of the Inspector and the contractor that the record set of Final Working Drawings is correct.

**2.1.11.22.3** Upon approval of the completed as-built drawings by Owner's Representative, Architect shall forward to Owner a complete set of reproducible duplicates of the original drawings corrected to "as-built" condition. The duplicates shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

**2.1.11.22.4** In addition to the set of reproducible duplicates referred to above, Architect shall provide Owner with two copies of the "as-built" drawings electronically in a format designated by Owner.

**2.1.11.22.5** Prior to receipt of final payment, Architect shall forward to Owner one clear and legible set of reproductions of the computations, the original copy of the specifications, the as-built drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and Architect's Certificate of Completion.

**2.1.11.23** Architect shall provide advice to Owner on apparent deficiencies in construction during the one-year warranty period following acceptance of work.

**2.1.11.23.1** Architect and Architect's consultants shall provide assistance to the Owner in preparing a six-month written evaluation of the Project's finish hardware and HVAC systems.

**2.1.11.23.2** Architect and Architect's consultants shall provide assistance to Owner in preparing an 11-month written evaluation of items of repair, replacement, etc., for warranty items.

## **2.2 Additional Services of Architect.**

At Owner's request, Architect may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice. Owner may agree to pay Architect for such services if those services cause Architect additional expense through no fault or neglect on the part of Architect. No additional compensation shall be paid to Architect for performing such services unless Owner and Architect agree in writing as to the amount of compensation for such services prior to the services being rendered.

**2.2.1** Plan preparation and/or administration of work on portions of the Project separately bid (not applicable to projects utilizing Multi-Prime Construction Management).

**2.2.2** Assistance to Owner in selection of moveable furniture, equipment, or items which are not included in Construction Documents.

**2.2.3** Services caused by contractor's late submission of substitution requests, by the delinquency, default, or insolvency of contractor, or by major defects in contractor's work in performance of the construction contract.

**2.2.4** Substantial subsequent revisions in drawings, specifications, or other project documents when required as a result of:

**2.2.4.1** Changes requested by Owner;

**2.2.4.2** Revisions being inconsistent with prior written approvals or instructions due to causes beyond Architect's control;

**2.2.4.3** An approved contractor substitution request.

**2.2.5** Serving as an expert witness on Owner's behalf.

**2.2.6** Observation of repair of damages to the Project.

**2.2.7** Additional work required for environmental conditions, i.e., asbestos, unforeseen site conditions.

**2.2.8** Additional site reviews or other work required solely as a result of the fault of Owner more than 60 calendar days past the scheduled date of project completion.

### **ARTICLE 3. OWNER'S RESPONSIBILITIES.**

Owner's responsibilities shall include the following:

**3.1** Make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations.

**3.2** Depending upon the scope of the Project, furnish Architect with, or direct Architect to procure at Owner's expense, a survey of the Project site prepared by a registered surveyor or civil engineer and any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other pertinent information. Owner shall also provide a soils investigation report and a geological report if required by law.

**3.3** Upon mutual agreement with Architect, appoint and pay an Inspector of Record as provided by state law. The Inspector shall be qualified and approved by Architect and by the DSA, with its work under the general direction of Architect. The Inspector shall be responsible to Owner and act in accordance with Owner's policies. The project administration by Architect and its engineers shall be in addition to the continuous personal supervision by the Inspector.

**3.4** Assist Architect in distributing plans to bidders and conducting the opening of bids on the Project, if applicable.

**3.5** Conduct chemical, mechanical, or other tests required for proper design of the Project; furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for proper development of the required drawings and specifications and determine soil condition.

**3.6** Retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

**3.7** Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency.

**3.8** Designate a representative authorized to act as liaison between Architect and Owner in administration of this Agreement and the Construction Documents. Owner's authorized representative shall assist Architect in conducting inspections and preparing the list of deficiencies and shall accompany Architect and contractor on the final inspection.

**3.9** Review all documents submitted by Architect, including change orders and other items requiring Owner's approval; advise Architect of decisions pertaining to those documents within a reasonable time after submission.

**3.10** Notify Architect if any deficiencies in material or workmanship become apparent during contractor's warranty period.

#### **ARTICLE 4. ARCHITECT'S FEE.**

**4.1** For performance of all services rendered, Owner shall pay to Architect the amount specified in Exhibits A and B incorporated herein by reference, which constitutes complete payment for Architect's services under this Agreement.

**4.1.1** Unless otherwise agreed in writing, Architect's compensation is not contingent on Owner obtaining funding for the Project.

**4.1.2** Unless otherwise agreed, the construction cost for Multi-Prime Construction Management projects shall include the construction management fee and general conditions costs of the Construction Manager, and be calculated on the total collective cost of all Multi-Prime contracts.

**4.1.3** When Architect's compensation is based on a percentage of construction cost and any portion of the Project is deleted or otherwise not constructed, compensation for that portion of the Project shall be payable to the extent services are performed on that portion based on the lowest bona fide bid or estimate.

**4.2 Payment for Additional Services.** Architect shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by Owner's governing board or other governing body:

**4.2.1** For services in addition to Architect's basic services, the required written approval shall specify the fee for those services, which may be a flat amount or Architect's standard hourly rates.

**4.2.2** With the required prior approval, special consultants may be paid at a multiple of 1.15 times the amount billed to Architect by the special consultants.

**4.2.3** Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services beyond those required in 2.1.3.1.

**4.2.3** Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services not included in 2.1.3.2.

### **4.3 Reimbursable Expenses.**

Reimbursable expenses are in addition to compensation for basic and additional services and include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, identified as:

**4.3.1** Expenses of preauthorized transportation, excluding ordinary mileage normally incurred, in connection with the Project.

**4.3.2** Expenses in connection with preauthorized out-of-town travel. Pre-authorized transportation shall include travel outside the Bakersfield Metropolitan Service Area (75 miles round trip), including trips/flights to public agencies (e.g., to State agency/s remotely located – DSA, OPSC, CDE, etc.). Expenses include municipal/private charges associated with destination fees – and not considered a parking violation.

**4.3.3** Fees required to be paid in order to secure approval of authorities having jurisdiction over the Project.

**4.3.4** Expenses of reproductions of drawings and specifications, as authorized and/or required herein including, without limitation, reproduction of documents provided by the Owner or generated by the Architect and its consultants for the Owner.

**4.3.5** Other costs/expenses preauthorized by Owner.

**4.3.6** Unless otherwise agreed, Architect shall provide at no additional expense one original rendering of the Project, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering. Any other presentation graphics, renderings, charts, graphs, or similar visual communication requested by Owner shall be reimbursed at Architect's cost.

## **ARTICLE 5. PAYMENTS TO ARCHITECT.**

**5.1** Architect's compensation shall be paid by Owner to Architect monthly, incrementally based upon the percentage of work completed as reflected in Exhibit B.

**5.2** In order to receive payment, Architect shall present Owner with a claim for payment for approval by Owner's Representative which shall designate services performed, percentage of work completed, method of computation of amount payable, and amount to be paid.

**5.3** Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of those services or in such other manner as the parties shall specify when those services are agreed upon.

## **ARTICLE 6. INSTRUCTIONS TO PROCEED.**

Architect is not to proceed with performance of any services under this Agreement without first securing authorization from Owner to do so.

**ARTICLE 7. TIME SCHEDULE.**

**7.1** Architect shall perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon Owner's request, Architect shall prepare an estimated time schedule for the performance of Architect's services, to be adjusted as the Project proceeds, including allowances for periods of time required for Owner's review and approval of submissions and for approvals by authorities having jurisdiction over project approval and funding. The schedule shall not be exceeded by Architect without Owner's prior written approval.

**7.2** Any delays in Architect's work because of the actions of Owner or its employees, those in direct contractual relationship with Owner, a governmental agency having jurisdiction over the Project, or an act of God or other unforeseen occurrence, not due to any fault or negligence on Architect's part, shall be added to the time for completion of any obligations of Architect.

**7.3** Should Architect apply for an extension of time, Architect shall submit evidence that any required insurance policies remain in effect during the requested additional time.

**ARTICLE 8. SUSPENSION, ABANDONMENT, TERMINATION.**

**8.1** Owner hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this Agreement at any time. In the event of any suspension, abandonment, or termination, Architect shall be paid pursuant to any applicable schedule of payments for services rendered up to the date of any suspension, abandonment, or termination, less any damages suffered by Owner as a result of Architect's default, if any. Architect hereby expressly waives any and all claims for damages or balance of compensation arising under this Agreement, except as set forth herein, in the event of any suspension, abandonment, or termination.

**8.2** If Architect's services are suspended by Owner, Owner may require Architect to resume services by giving written notice to Architect within 90 consecutive calendar days after the effective date of the suspension.

**8.3** Where more than 90 days beyond the effective date of suspension or abandonment by Owner, Architect may terminate this Agreement by giving Owner 10 days' written notice.

**8.4** Upon suspension, abandonment, or termination, Architect shall, if requested by Owner, turn over to Owner all preliminary studies, sketches, working drawings, specifications, computations, and all other items to which Owner would have been entitled at the completion of Architect's services. Upon payment of the amount required to be paid following termination of this Agreement, Owner shall have the right to use any completed contract documents or other work product prepared by Architect under this Agreement. Architect shall make such documents available to Owner upon request, without additional compensation, and in any format specified by Owner.

**ARTICLE 9. OWNERSHIP AND USE OF DOCUMENTS.**

**9.1** Pursuant to California Education Code Section 17316, all plans, specifications, estimates, and other documents, including any and all electronic data magnetically or otherwise recorded electronically prepared by Architect pursuant to this Agreement, shall be and remain the property of Owner. Any documents supplied pursuant to this Agreement shall be the property of Owner whether or not the work for which they were made is executed. Architect and its

consultants shall be deemed the authors and shall retain all common law, statutory, and other reserved rights, including copyrights.

**9.2** Architect grants to Owner the right to reuse all or part of the aforementioned documents, at its sole discretion, for the construction of all or part of this Project or another project contracted for Owner. Owner is not bound by this Agreement to employ the services of Architect in the event such documents are reused. Owner's reuse of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. Owner shall indemnify, hold harmless, and defend Architect and its officers, directors, consultants, agents, and employees from all claims of any kind arising out of such use, reuse, or modification of any documents prepared by Architect. Architect makes no warranty or representation that such documents are suitable for use on any subsequent project or for other purposes in time or geographical location.

**9.3** This Agreement creates a nonexclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property authored or held by Architect or its subconsultants embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship by Architect or its subconsultants fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. Architect shall require any and all subcontractors and consultants to agree in writing that Owner is granted a nonexclusive and perpetual license for any work performed pursuant to this Agreement.

**9.4** Architect represents and warrants that it has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, or other documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall hold harmless and indemnify Owner for any breach of this Article. Architect makes no such representation or warranty with regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, prepared by design professionals other than Architect or Architect's subcontractors or consultants and provided to Architect by Owner. Owner recognizes that Architect does not hold title or rights to the use of other "product" publications in the preparation of project documents (such as software, code and specification subscription services, details and specifications of manufacturers, etc.) and therefore cannot grant transitory rights to Owner, nor can Architect represent or warrant rights to license these types of intellectual property.

## **ARTICLE 10. INDEMNITY.**

**10.1** Architect shall hold harmless, assume the defense of, and indemnify Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

**10.2** By way of written agreements, Architect shall require each and every one of its subcontractors and consultants engaged in work related to this Agreement to indemnify and defend Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the subcontractor or consultant in the performance of work related to this



Agreement. Architect agrees that any failure to provide any such subcontractor or consultant agreement for indemnity and defense shall be deemed an act or omission arising out of, pertaining to, and relating to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

**10.3** Owner shall hold harmless, assume the defense of, and indemnify Architect, its officers, and employees from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Owner, its officers, or employees in the performance of this Agreement.

#### **ARTICLE 11. ERRORS AND OMISSIONS.**

Architect shall be liable for any damages and costs incurred by, and any claims against, Owner that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect. Additionally, Architect shall not be entitled to any fee for additional services or reimbursement of costs for work required due to Architect's negligence, recklessness, or willful misconduct, or that of Architect's subcontractors, consultants, and/or employees in the performance of services under this Agreement.

#### **ARTICLE 12. INSURANCE.**

From the time this Agreement is entered into until the date of Owner's acceptance of the work, Architect shall maintain insurance in full force and effect, as set forth in this Agreement, at its sole cost and expense. All insurance shall be with a carrier satisfactory to Owner. Prior to commencement of work, Architect shall furnish to Owner a certificate of insurance evidencing the required coverages. Owner shall not be obligated to make any payment to Architect until after its receipt and acceptance of that certificate.

**12.1** Workers' compensation insurance, as required by applicable laws, and employer's liability insurance with a limit not less than \$1,000,000.

**12.2** Comprehensive general liability insurance for bodily injury and property damage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Comprehensive general liability policies obtained and maintained by Architect shall contain endorsements naming Owner and other interested parties who have insurable interests and are designated by Owner as additional insureds and shall include products' completed coverage and operations coverage, as well as contractual liability coverage for liability assumed by Architect under this Agreement.

**12.3** Professional liability insurance coverage of \$1,000,000.

**12.4** Automobile liability insurance coverage of \$1,000,000.

**12.5** In addition to other insurance requirements of this Agreement, Owner may require Architect to obtain a non-cancelable policy of project insurance for a duration of three years after completion of the Project. If Owner requires Architect to obtain project insurance, that insurance shall begin when construction begins, at which time Architect shall provide Owner with evidence of its existence. The cost of project insurance shall be borne by Owner.

#### **ARTICLE 13. RECORDS.**

Architect shall maintain records of direct personnel and reimbursable expenses pertaining to extra and special services on the Project that are compensable by other than a flat rate.

Architect shall maintain all records of accounts between Owner and Architect on a generally recognized accounting basis. Those records shall be available to Owner or its authorized representative for inspection or audit at any reasonable time. Architect shall maintain all records concerning the Project for a period of three years after its completion.

**ARTICLE 14. STANDARDIZED MANUFACTURED ITEMS.**

Architect shall cooperate and consult with Owner in use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to Owner's criteria to the extent the criteria do not interfere with project design or legal bid requirements.

**ARTICLE 15. LIMITATION OF AGREEMENT.**

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the Design Development Documents are approved, unless this Agreement is amended by the parties to include additional work as part of the Project. Any subsequent construction by Owner at the site of the Project, or at any other site, will be covered by and the subject of a separate agreement for architectural services between Owner and the architect chosen by Owner.

**ARTICLE 16. MEDIATION.**

If the parties mutually agree, disputes arising from this Agreement may be submitted to mediation. The parties shall select a disinterested third-person mediator, mutually agreed to by the parties, within a reasonable period of time. The mediation shall be commenced within 30 days of the selection of the mediator. If the parties elect to mediate but fail to select a mediator within a 15-day period, any party may petition the Superior Court of the county in which Owner's administrative offices are located to appoint the mediator.

**ARTICLE 17. COMPLIANCE WITH THE LAW.**

Architect shall use reasonable professional judgment and care to comply with and meet applicable requirements of federal, state, regional, or local law, including but not limited to the California Building Code, the Education Code, Title 19 and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services.

**ARTICLE 18. INDEPENDENT CONTRACTOR.**

For all purposes arising out of this Agreement, Architect is an independent contractor and neither Architect nor its subcontractors, consultants, or employees shall be deemed employees of Owner for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which Owner's employees are entitled, including but not limited to overtime, vacation, insurance and retirement benefits, workers' compensation benefits, injury or sick leave, or other benefits.

**ARTICLE 19. SUCCESSORS IN INTEREST AND ASSIGNS.**

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators, and assigns of each party to this Agreement, provided however that Architect shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties, or obligations without prior written consent of Owner's governing board or other governing body. Any attempted assignment without such consent shall be invalid.

**ARTICLE 20. ASBESTOS CERTIFICATION.**

Pursuant to 40 Code of Federal Regulations, Section 763.99(a)(7), Architect shall certify to its best information that no asbestos-containing material was specified as a building material in any construction document for the Project and will reasonably endeavor to compel contractors to provide Owner with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). This certification shall be part of the final project submittal. Architect shall include statements in specifications that materials containing asbestos are not to be included.

**ARTICLE 21. RESERVED.**

**ARTICLE 22. NO RIGHTS IN THIRD PARTIES.**

This Agreement shall not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**ARTICLE 23. MISCELLANEOUS.**

The following terms and conditions shall be applied to this Agreement:

**23.1 Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the state of California.

**23.2 Entire Agreement.**

This Agreement, including any exhibits to which it refers, supersedes any and all other prior or contemporaneous oral or written agreements between the parties. Each party acknowledges that no representation, inducement, promise, or agreement has been made by any person which is not incorporated herein and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing and signed by all parties to this Agreement.

**23.3 Severability.**

Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**23.4 Non-Waiver.**

None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specified in writing.

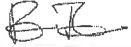
**23.5 Supplemental Conditions.**

Any supplemental conditions shall be attached to this Agreement and incorporated herein by reference. [SEE ATTACHED]

**IN WITNESS WHEREOF**, the parties have caused this instrument to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ARCHITECT**

**OWNER**

Signature:   
Name: Robert Thornton  
Title: Senior Partner | Architect

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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## EXHIBIT A

April 3, 2019

Don Laursen  
Administrative Services  
**Los Banos Unified School District**  
1717 S. 11<sup>th</sup> Street  
Los Banos, CA 93635

Subject: Scope of Work and Fee Proposal for  
**San Luis High School Restroom Addition**  
Project No.: 19-11291

Don:

Based upon District review of the proposed code required restroom improvements, TETER is providing this proposal to provide design services for a new portable restroom. This proposal describes our understanding of the project scope, fee proposal and project schedule. We appreciate the opportunity to assist the District and are willing to discuss any questions you might have.

### Project Scope

Architectural, Engineering, and Civil services for Construction Documents thru Construction Administration for the installation of one DSA PC Approved Restroom and associated site work and following description:

The district would like to locate the one additional restroom along the northwest edge of the campus located on the adjacent district property. The building will be set on manufacturer's standard wood foundation over aggregate base. Site work improvements will be minimal since the original classroom building project has addressed any necessary improvements. Fire alarm and data will also be extended to this building.

### Estimate of Probable Costs

A conceptual estimate will be provided during the design process.



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### Scope of Services – Restroom Addition

TETER and indicated consultants will provide the following design/professional services: Architectural, Civil Engineering, and Electrical Engineering.

#### 1. Construction Documents:

- Civil
  - Locate the new relocatable building
  - Design onsite improvements (Grading and site utilities)
- Architecture
  - Locate the new relocatable buildings
  - Architectural site modifications
- Electrical
  - Provide site electrical, fire alarm and data design and connect to campus systems
  - Provide building fire alarm/voice evacuation

#### 2. DSA Approval:

- DSA submission and approval via OTC process
- District will contract with Modular Building Manufacturer (MBM) and provide DSA PC approved portable drawings. MBM will be responsible to assist TETER with approval process including attending DSA OTC appointment.
- Should DSA require a full review then we will notify the District promptly and additional Architectural fees may apply

#### 3. Bidding:

- Provide support during bidding, including RFI response, addendum, and DSA process.
- District to provide standard construction contract information and front end documents.

#### 4. Construction Administration:

- Provide construction administration services for the work, including progress meetings, submittal review, RFI response, and site visit.
- Architectural CA services will be limited to three (3) site visits, and one (1) punch list visit.
- One (1) Civil, and Electrical site visit.

#### 5. DSA Close Out:

- Close out is limited to this scope of work only, and excludes any existing non-certified DSA applications (Part of task 2)



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**Proposed Schedule**

Based on the current District bid/construction schedule, we are proposing the following schedule:

<u>Phase</u>	<u>Duration</u>
• Start	Upon District Approval
• Construction Documents	4 Weeks
• DSA Approval (OTC)	1 Week
• Bidding	6 Weeks
• Construction Administration	4 Months
• DSA Close out	1 Month

**Deliverables**

1. Construction Documents and Specifications for bidding and construction. For reproductions, see "Reimbursable".

**Proposed Fees**

TETER is proposing the following fixed A/E fee based on the estimated time to complete the necessary drawings and project steps determined. The following is a breakdown of our fees for your information:

Architectural	\$19,736
Electrical	\$2,500
<u>Civil</u>	<u>\$3,680</u>
<b>Total</b>	<b>\$26,852</b>

The fee will be billed on a percent complete basis according to the schedule.

<u>Phase</u>	<u>Portion of Fee</u>
• Construction Documents 65%	\$17,453.80
• DSA Approval (OTC) 5%	\$1,342.60
• Bidding 5%	\$1,342.60
• Construction Administration 20%	\$5,370.40
• <u>DSA Close out 5%</u>	<u>\$1,342.60</u>
<b>Total</b>	<b>\$26,852.00</b>

**Reimbursable Expenses:** Separate from this fee are not expected to exceed \$2,000.

**Reimbursable** – The following items are considered to be reimbursable expenses to the contract:



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- A. Reproductions, plans, reports, and documents required outside of Architect's normal working sets and in-house progress sets shall be a reimbursable expense to be billed to the Owner at the Architect's actual costs plus 15% to cover handling/accounting expenses.
- B. Expenses for mailing such as postage, UPS, FedEx, courier services, etc. shall be a reimbursable expense to be billed to the Owner at the Architect's actual cost plus 15% to cover handling/ accounting expenses.
- C. Mileage associated with client approved travel will be billed at \$0.57 per mile plus 15% to cover handling/ accounting expenses (ex: DSA, plan agency review, etc.).

### Exclusions

- 1. Standard architectural agreement indicates scope of work and project phases not applicable to a portable project. The attached agreement supersedes these requirements.
- 2. Detailed Cost Estimates.
- 3. DSA close out of previous projects.
- 4. Landscape design
- 5. Additional accessibility improvements (site and/or facilities) beyond those indicated (if required by DSA) are an additional service.
- 6. Unforeseen scope of work.
- 7. Costs for city/ county UGM fees, capital improvement fees, school fees, plan check fees, permit fees, developer fees, and any other city/ county or agency fees associated with the project.
- 8. Costs for Environmental Site Assessments, CEQA, DTSC, etc.
- 9. Costs for Archeological Surveys, Endangered Species studies or reports
- 10. California Geological Survey (CGS) Reports and filing fees
- 11. Adequate water, power, storm drain and sewer utility service is assumed to be available on site.
- 12. District changes after approval of schematic design may require additional charges.
- 13. Topographic and Geotechnical services.
- 14. Construction staking survey.
- 15. Input of the Contractors' as-built information into the electronic CAD files of the construction documents
- 16. Fire sprinkler design including fire line extension would be an additional fee if required by DSA
- 17. Fire Alarm Design for (E) buildings.
- 18. Any other fee or service not specifically described in this proposal



# EXHIBIT B

PURSUANT TO

AGREEMENT FOR ARCHITECTURAL SERVICES  
BETWEEN  
TETER, LLP AND LOS BANOS UNIFIED SCHOOL DISTRICT



## TETER

7535 N. PALM AVE. 201 | FRESNO, CA 93711 | 559.437.0887 T  
125 S. BRIDGE ST. 150 | VISALIA, CA 93291 | 559.625.5266 T  
1200 DISCOVERY DR. 160 | BAKERSFIELD, CA 93309 | 661.843.8400 T  
1218 K ST. 100 | MODESTO, CA 95354 | 209.577.2288 T  
751 MARSH ST. 200 | SAN LUIS OBISPO, CA 93401 | 805.439.3353 T

ARCHITECTS ENGINEERS CONNECTED

### HOURLY RATE SCHEDULE

January 1, 2019

#### ARCHITECTURE

Principal Architect	\$180.00/hr
Senior Architect	\$150.00/hr
Architect	\$120.00/hr

#### CIVIL ENGINEERING

Principal Civil Engineer	\$180.00/hr
Senior Civil Engineer	\$145.00/hr
Civil Engineer	\$115.00/hr

#### STRUCTURAL ENGINEERING

Principal Structural Engineer	\$195.00/hr
Senior Structural Engineer	\$170.00/hr
Structural Engineer	\$145.00/hr

#### MECHANICAL ENGINEERING

Principal Mechanical Engineer	\$195.00/hr
Senior Mechanical Engineer	\$170.00/hr
Mechanical Engineer	\$130.00/hr

#### ELECTRICAL ENGINEERING

Principal Electrical Engineer	\$205.00/hr
Senior Electrical Engineer	\$170.00/hr
Electrical Engineer	\$140.00/hr

#### COURT APPEARANCES | EXPERT TESTIMONY | CONSULTATION

Professional Engineer	\$330.00/hr
Architect	\$330.00/hr

#### CONSTRUCTION ADMINISTRATION

Senior Construction Administrator	\$125.00/hr
Construction Administrator	\$100.00/hr

#### PROJECT MANAGEMENT

Senior Project Manager	\$155.00/hr
Project Manager	\$120.00/hr
Job Captain	\$95.00/hr
Senior Administrator	\$95.00/hr
Administrator	\$80.00/hr

**SUPPORT SERVICES**

Systems Manager	\$130.00/hr
Engineer-In-Training II	\$90.00/hr
Engineer-In-Training I	\$85.00/hr
Design Professional II	\$85.00/hr
Design Professional I	\$80.00/hr
Senior Drafter	\$85.00/hr
Drafter	\$70.00/hr

**REIMBURSABLE ITEMS**

Mileage	Current Federal Rate + 15%
Prints (11" x 17")	\$0.15/sheet
Prints (24" x 32")	\$1.00/sheet
Prints (24" x 36")	\$1.50/sheet
Prints (30" x 42")	\$2.00/sheet
Sub-Consultants	Invoice + 15%
Other Direct Costs	Cost + 15%

## Board Reference Material

**SUBJECT TITLE:** Agreement, Alliance for the Study of School Climate

**REQUESTED ACTION:** Approve

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board approve the agreement with Alliance for the Study of School Climate to facilitate our Strategic Planning Process.

**BACKGROUND INFORMATION:**

Since a good Strategic Plan is essential for organizational success, the strategic planning process is undertaken by an organization to develop the plan for achievement of its overall long-term organizational goals. Dr. John Shindler of the Alliance for the Study of School Climate (ASSC) will facilitate this work in LBUSD. The mission of the ASSC is to help school districts improve from the inside. ASSC was recognized by California Superintendent Jack O'Donnell's California P-16 Council on "Closing the Achievement Gap" in their 2008 report. In the Council's words "ASSC gets it" when it comes to understanding what it takes to create the learning conditions that will narrow the gap in achievement between groups. ASSC will be a valuable partner in assisting LBUSD move toward a higher level of success psychology and a better overall climate for learning, student growth, and collective functioning.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

Not to exceed \$6,300.00

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ORIGINATOR: Mark Marshall, Ed.D., Superintendent  
Date: May 9, 2019



Alliance for the Study of  
**School Climate**  
 California State University, Los Angeles  
[www.calstatela.edu/schoolclimate](http://www.calstatela.edu/schoolclimate)

INVOICE #0404-019

<b>Bill To:</b>  Mark E. Marshall, Ed.D. Superintendent of Schools Los Banos Union School District	<b>Vendor:</b> John Shindler KH A 2045, Division of C&I Cal State U, Los Angeles Los Angeles, CA 90032 323-449-5814
<b>Shipped to: same</b>	

<b>Voucher Number:</b>	<b>Payment Received:</b>
<b>Purchase Order #:</b>	

Item	Quantity	Price
<ul style="list-style-type: none"> <li>• SCAI Survey Basic Fee including Modifications Crossroads</li> <li>• District Report and Analysis</li> <li>• Site level Reports - basic</li> </ul>	1  1 13 x \$200	\$500.00  \$1200.00 \$2600
Consultation, preparation, presentations	2 days	\$2000.00
<b>Totals</b>		<b>\$6300.00</b>
<b>Shipping total</b>		<b>NA</b>
<b>Tax</b>		<b>NA</b>
<b>Total</b>		<b>\$6300.00</b>

## Board Reference Material

**SUBJECT TITLE:**     **Student Overnight Travel**

**REQUESTED ACTION:**   Approve

Action     X  

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

**RECOMMENDATION:**

It is recommended the Board approve travel for Los Banos Elementary School sixth grade students to attend an Outdoor Education Trip to Jack L. Boyd Outdoor School at Green Meadows beginning May 5, 2020 and returning May 8, 2020.

**BACKGROUND INFORMATION:**

The Jack L. Boyd Outdoor School is a residential outdoor science and environmental education program for 6<sup>th</sup> grade students from schools throughout Central California. This trip provides an opportunity for our students to experience first-hand geology and life science in an outdoor classroom setting. The students will be immersed in nature and science for two full days in this outdoor environmental facility. They will be participating in standards based/outdoor curriculum and also supports the instruction of the California 6<sup>th</sup> grade content standards for science.

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

Board Goal #3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning.

Board Goal #11: Continue to collaborate with other agencies to provide extended educational opportunities for students, and effective community use of school facilities.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified

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

All expenses for this activity will be funded through school fundraising, parent contributions, funds earmarked by the Los Banos Unified School District, and the site budget.

Jack L. Boyd Outdoor School: \$216/student (80) = \$17,280.00

Travel: 2 district buses + drivers and 1 van (estimated) = \$1,700.00

Teacher stipend: 3 teachers @ \$127.00/day x 4 days = \$1,524.00

One substitutes teacher: \$120.00/day x 4 days = \$480.00

Total expense for outdoor camp: \$20,984.00

ORIGINATOR: Renee Leonard, Principal, Los Banos Elementary School

Date: May 9, 2019

## Board Reference Material

**SUBJECT TITLE:**            Student Overnight Travel

**REQUESTED ACTION:**    Approve

Action      X  

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

**RECOMMENDATION:**

It is recommended the Board approve travel for Henry Miller Elementary School 6<sup>th</sup> Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from May 18<sup>th</sup> to May 22<sup>nd</sup>, 2020.

**BACKGROUND INFORMATION:**

The Jack L. Boyd Outdoor School is a residential outdoor science and environmental education program for 6<sup>th</sup> grade students from schools throughout Central California. This trip provides an opportunity for our students to experience first hand geology and life science in an outdoor classroom setting. The students will be immersed in nature and science for two full days in this outdoor environmental facility. They will be participating in standards based/outdoor curriculum and also supports the instruction of the California 6<sup>th</sup> grade content standards for science.

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

Board Goal #3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning by providing:

Board Goal #11: Continue to collaborate with other agencies to provide extended educational opportunities for students, and effective community use of school facilities.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified

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

The educational experience will be funded through school fundraising, parent contributions and funds earmarked by Los Banos Unified School District.

Jack L. Boyd Outdoor School: \$255 per student (75) = \$19,125.00

Travel: 2 district bus/driver and 1 vans (estimated) = \$1,300.00

Three Teacher Stipends = \$1,905 at \$127.00 a day

One Substitute Teacher = \$600 at \$120.00 a day

Total expense for outdoor camp: \$ 22,930.00

ORIGINATOR: Jason Waltman, Principal Henry Miller Elementary School

Date: May 9, 2019

**Board Reference Material**

**SUBJECT TITLE:**    **Counselor Over-Night/Out-of State Travel**

**REQUESTED ACTION:**    Approve

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Action	X	Discussion/Information
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**RECOMMENDATION:**

It is recommended the Board approve the overnight travel for the following Los Banos Junior High counselor, David Hernandez, to attend the ASCA Annual Conference June 29- July 2, 2019 in Boston, MA.

**BACKGROUND INFORMATION:**

Counselor(s) attending this conference will spend 4 days working with other school counseling professionals attending inspirational keynote sessions, informative breakout sessions, in-depth looks at hot topics in the school counseling profession, as well as, networking opportunities. Counselors will leave with contact information for other counselors they can call on again and again for assistance throughout the year and take home valuable, practical tips they can put into practice immediately.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None Identified.

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

This activity supports the LBUSD Board’s Personnel Goal: to recruit, hire, train and retain counseling staff that will provide the best educational environment for the students of LBUSD.

**SPECIFIC FINANCIAL IMPACT:**

There is a fiscal impact to the district: Registration Fee \$389, Hotel Stay \$1,125+ tax, Airfare \$531.01, and general travel expenses. The conference dates take place on non-instructional days.

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ORIGINATOR: Deolinda Brasil-Principal Los Banos Junior High School

Date: May 9, 2019

## Board Reference Material

**SUBJECT TITLE:**     **Teacher Out-of-State Travel**

**REQUESTED ACTION:**   Approve

          Action   X  

  Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the board approve out of state travel for Michelle Amabile to attend the Linda Mood Bell Phoneme Sequence Conference in Seattle Washington on July 28-31 2019

**BACKGROUND INFORMATION:**

This conference will provide professional development in the area of speech and language services to children with a variety of disabilities. This course targets development of phonemic awareness.

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

This is an operational activity and does not support a specific board goal. All teacher out-of-state travel requires prior board approval.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified.

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

There is no fiscal impact to the district; the trip is funded by Los Banos Teachers Association up to \$1,200; any excess amount will be covered by the employee.

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ORIGINATOR: Joe McColloch, Principal, Westside Union Elementary School

DATE: May 9, 2019



**Board Reference Material**

**SUBJECT TITLE:**     **Teacher Out-of-State Travel**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve travel for Sharon Sawyer to attend the Linda Mood Bell Phoneme Sequence conference in Seattle, Washington on July 28-31, 2019.

**BACKGROUND INFORMATION:**

This conference will provide professional development in the area of speech and language services to children with a variety of disabilities. This course targets development of phonemic awareness.

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

This is an operational activity and does not support a specific Board goal. All teacher out-of-state travel requires prior Board approval.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified.

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

There is no fiscal impact to the District; the trip is funded by Los Banos Teachers Association up to \$1,200; any excess amount will be covered by the employee.

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ORIGINATOR: Renee Leonard, Principal, Los Banos Elementary School

DATE: May 9, 2019