

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

**LOS BANOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD OF EDUCATION  
REGULAR MEETING  
Los Banos City Council Chambers  
520 J Street – Los Banos, CA 93635  
Thursday, February 14, 2019  
4:30 Closed Session  
7:00 P.M. - Regular Meeting**

**AGENDA**

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

**I. OPENING BUSINESS**

**A. Call Public Session to Order**

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

Margaret Benton      Anthony Parreira  
Megan Goin            Anahi Rodriguez  
Ray Martinez         Marlene Smith  
Gary Munoz            Kayla Kalisz

**C. Closed Session (4:30 P.M.)**

1. Student Discipline: Cases, #8151733798 and #2157642235 (Action)
2. Request for waiver from Physical Education graduation requirement, Pacheco High School student # 5505951 (Action)
3. Request for Waiver of District Diploma Requirements for Foster Youth, Pacheco High School Student # 5517218 (Action)
4. Public Employees: Discipline/Dismissal/Release/Reassignment (Section 54957) (No Action)
5. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA, 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. **REPORTS**

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

VII. **NEW BUSINESS**

- A. Budget Guidelines and Budget Assumptions (Pg 7) **5 Min.**

It is recommended the Board approve the 2019-20 Budget Guidelines and Budget Assumptions.

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

**Proposed Action:** Approve

- B. Local Control Accountability Plan Report (Pg 16) **5 Min.**

Paul Enos and Paula Mastrangelo will provide an informational report on the Local Control Accountability Plan (LCAP).

C. Experience Waiver (Pg 17)

It is recommended that the board approve an experience waiver for Matthew Rotondi, Learning Director at Los Banos High School **5 Min.**

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

**Proposed Action:** Approve

D. Declaration of Need (Pg 18)

**5 Min.**

It is recommended the Board adopt a Declaration of Need through June 30, 2020, certifying there is an insufficient number of certificated personnel who meet District employment criteria.

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

**Proposed Action:** Adopt Declaration

E. Memorandum of Understanding LBTA and LBUSD (Pg 22)

**5 Min.**

It is recommended that the board approve MOU between the Los Banos Teachers Association and Los Banos Unified School District extending the Early Retirement Notification Incentive.

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

**Proposed Action:** Approve

F. New Job Description- Chief Academic Officer (Pg 24)

**5 Min.**

It is recommended that the Board approve the Chief Academic Officer – Certificated Management position/job description.

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

**Proposed Action:** Approve

G. Revised Administrative Salary Schedule (Pg 27)

**5 Min.**

It is recommended that the Board approve the addition of the Chief Academic Officer to the Administrative Salary Schedule.

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

**Proposed Action:** Approve

H. Initial Bargaining Proposal /California School Employees Association (Pg 30)

**5 Min.**

The initial bargaining proposal of the California School Employees Association (CSEA) will be presented, a public hearing held, followed by a recommendation to accept the initial proposal.

1. Open Public Hearing
2. Close Public Hearing

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

**Proposed Action:** Hold public hearing; adopt proposal

- I. Memorandum of Understanding CSEA and LBUSD (Pg 33) **5 Min.**

It is recommended that the board approve the MOU between the California School Employees Association and Los Banos Unified School District to include an additional day off for classified employees whose contractual days will be increased by Leap Year

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

- J. 2019-20 School Calendars (Amended) (Pg 35) **5 Min.**

It is recommended that the Board approve an amended calendar (A) for the 2019-2020 school year reflecting the change in the local holiday associated with July 4<sup>th</sup> for classified employees. If the MOU for the additional day for Leap Year is approved it is recommended the board approve the amended calendar (B) for full time (261 days) classified employees.

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

- K. Memorandum of Understanding CSEA and LBUSD (Pg 38) **5 Min.**

It is recommended that the Board approve the MOU between the California School Employees Association and Los Banos Unified School District postponing the reclassification notification date.

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

- L. CSBA Delegate Assembly Election (Pg 40) **5 Min.**

It is recommended the Board cast its vote for one representative to the California School Boards' Association Delegate Assembly.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_  
**Proposed Action:** Cast vote

- M. Award Recommendation – New Elementary School Project (Pg 44) **5 Min.**

It is recommended the Board approve the Proposal from Bernards Brothers, Inc. for the New Elementary School Project and authorize the Superintendent or Designee to sign contract documents and issue the Notice to Proceed.

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

## VIII. CONSENT CALENDAR

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

### A. Approval of Minutes

1. Regular Meeting, January 10, 2019 (Pg 45)

### B. Personnel Actions

1. Report of Certificated Employment (Pg 49)
2. Report of Classified Employment (Pg 50)

### C. Monthly Fiscal Report (Pg 51)

The monthly Fiscal Report is provided for Board information.

### D. Certification of Corrective Actions for Audit Findings (Pg 60)

It is recommended the Board certify corrective actions taken by the District to correct the 2016-17 audit findings.

### E. Comprehensive Safety Plans (Pg 64)

It is recommended the Board approve the Comprehensive Safety Plans as submitted by each school site during the 2018-19 school year.

### F. Contracts/Agreements/Proposals:

1. Agreement, Regents of University of California, Student Teaching agreement (Pg 66)
2. Agreement, Jeanette L. Garcia & Associates, Measure X Audit Services (Pg 75)
3. Agreement, School Services, Financial Review Services (Pg 77)
4. Agreement, Technicon Engineering Services, Construction testing (Pg 86)
5. Agreement, Lawrence Engineering Group, Energy Services New Elementary (Pg 94)
6. Agreement, Tom Neeb, Expulsion Services (Pg 96)
7. Agreement, KD Anderson & Associates, Engineering Services (Pg 100)
8. Agreement, Lane Engineers, Inc. Survey services for New Elementary (Pg 104)
9. Agreement, Genosyntec, Volta California Environmental Quality Act Services (Pg 108)
10. Agreement, CDW-G and AMS.Net, District Wide Wi-Fi and Network Equip.(Pg 124)
11. Agreement, Los Banos Chamber of Commerce, Los Banos SAFE bags (Pg 127)

### G. Overnight/Out-of-State Travel

1. CE, Covered Wagon Trip, Madera, CA on May 16-19, 2019 (Pg 129)
2. PHS, Cheerleading, United Spirit Assoc Competition, Anaheim, Feb 21-24, 2019 (Pg 130)
3. PHS, FFA, Various Events March-June 2019 (Pg 1310)
  - Chico State, Field Day, Chico, March 8-9, 201
  - Gridley Field Day, Gridley, March 29-30, 2019
  - California State FFA Convention, Fresno, April 26-29, 2019
  - Cal Poly State FFA Finals, San Luis Obispo, May 3-4, 2019
  - Chapter Officer Retreat, Location TBA in CA, June 12-14, 2019
4. WUES, Teacher, Teach Your Heart Out, Bahamas, June 21-24, 2019 (Pg 132)
5. MSE, Teacher, Reading Recovery, New Zealand, July 17-19, 2019 (Pg 133)
6. LBHS, Teacher, Torchmate CAD Training, Reno, NV, April 3-5, 2019 (Pg 134)

H. Disposal of Obsolete Equipment (Pg 135)

It is recommended the Board approve the removal and disposal of obsolete electronic equipment.

I. Approval/Ratification of Warrants

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

IX. REPORTING CLOSED SESSION ACTION

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

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

XI. CLOSED SESSION (If necessary)

XII. REPORT OF CLOSED SESSION ACTION (If necessary)

The Board will report if action was taken in closed session

XIII. ADJOURNMENT

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

**Board Reference Material**

**SUBJECT TITLE:** **Budget Guidelines and Budget Assumptions**

**REQUESTED ACTION:** Approve

Action

Discussion/Information

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**RECOMMENDATION:**

It is recommended the Board approve the detailed Budget Guidelines and Assumptions in preparation for Budget Development.

**BACKGROUND INFORMATION:**

The Budget Guidelines and Assumptions have been amended for use in the 2019-20 school year. The Assumptions are based upon the Governor's budget proposal, but may be modified as more information becomes available.

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

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

**ALTERNATIVE/IDENTIFIED OPPOSITION:**

None

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

None

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ORIGINATOR: Amer Iqbal, Director of Fiscal Services

DATE: February 14, 2019

# Los Banos Unified School District 2019-20 Budget Guidelines

1. The budget shall support the goals of the Board of Trustees.
2. A Budget Calendar shall be developed and used as a Planning Guide.
3. Budget Assumptions shall be developed, reviewed and updated on a regular basis. Separate assumptions shall be delineated for each key budget variable:
  - ◆ Enrollment
  - ◆ Average Daily Attendance
  - ◆ Beginning Balance
  - ◆ State Budget
  - ◆ Revenue
  - ◆ Expenditures
  - ◆ Transfers
  - ◆ Debt
  - ◆ Ending Balance
  - ◆ Reserves
4. Funds shall be made available in the budget to provide health benefits in accordance with collective bargaining commitments.
5. The minimum General Fund Reserve for Economic Uncertainty of 3% shall be maintained in accordance with state statute.
6. General Fund Categorical and Grant programs, with the exceptions of Special Education, CTE, ROP and After School Education and Safety, shall be self-supporting. Any general fund contributions that exist will be thoroughly reviewed in order to minimize such contributions.



7. General Fund Contributions shall be contained at or below the prior year levels whenever possible. Identified savings shall be used to reduce the Contribution whenever possible.
8. The maximum allowed indirect charges shall be consistently applied to all applicable programs.
9. Restricted program year-end balances shall be carried forward in accordance with the terms and conditions of the grantor.
10. Provision shall be made to preserve the use and value of existing facilities and equipment through capital improvements and preventative maintenance. The State is requiring compliance with the State School Building Program requirement to expend 3% of our general fund on routine repair and maintenance. The District will continue to apply for all ancillary maintenance funds in order to plan and execute an effective maintenance program for all facilities.
11. When a new goal, project, or program is recommended for authorization, competing interests shall be identified. The impact on current facilities shall also be identified.
12. One-time funding allocations or resources shall not be used for on-going expenditures. Exceptions must be reviewed by the Superintendent.
13. Detailed budget information shall be available for summarization by school site, type of expenditure and program area to allow for ready comparison among these areas and with previous years.
14. Detailed budget information shall be available for the associated salary costs, employee benefit costs and position allocations within each site, department or program area.
15. The budget document shall include financial data from at least two previous years as well as projected current budget data.
16. The budget document shall include a two-year projection beyond the budget year for a total of three years.
17. All funds of the District, such as Child Development, Cafeteria, and Building and Facility funds shall be included in the budget document.

18. Budget information shall be presented to the Board of Trustees for information, review and/or approval at the following times:

- ◆ Preliminary Budget (Spring)
- ◆ Final Budget (prior to July 1)
- ◆ Final Budget Update (within 45 days of the state budget adoption)
- ◆ 1st Interim Report (within 45 days following October 31)
- ◆ 2nd Interim Report (within 45 days following January 31)

20. Budget and Financial Reports for the General Fund of the District shall be presented to the Board of Trustees monthly.

21. Carry forward appropriations from the prior year shall be presented to the Board of Trustees for review with the 1st Interim Report.

22. Long-Term Debt Obligations of the District shall be reviewed annually with the adopted budget.

23. The Other Post-Employment Benefit (OPEB, or retiree health benefits) trust statements shall be provided to the Board of Trustees quarterly.

24. A 'User Friendly Budget' Document shall be developed and presented to the staff and to the community. This document shall contain budget and fiscal data in clear, understandable language for the public to understand.

# Los Banos Unified School District 2019-20 Budget Assumptions

Budget Assumptions are a critical component of comprehensive budget development and are updated annually. Budget assumption updates and revisions are presented to the Board of Trustees in writing each year.

The Budget Guidelines state that separate budget assumptions will be made for each of the following key variables:

- ◆ Enrollment
- ◆ Average Daily Attendance
- ◆ Beginning Balance
- ◆ State Deficit
- ◆ Revenue
- ◆ Expenditures
- ◆ Transfers
- ◆ Debt
- ◆ Ending Balance
- ◆ Reserves

**Enrollment and Student Demographic Data** - Based upon projections in January, and updated during the Spring, these estimates are analyzed and become the basis of budget and staff planning for the budget year. Enrollment data is projected for general education, alternative education, and special education. Projected student enrollment data is replaced by actual student enrollment data as the year progresses and actual enrollment status is included with the 1st and 2<sup>nd</sup> Interim Reports. Monthly K-12 enrollment reports are provided to the Board of Trustees. The 19-20 enrollment is projected to be 11,438; 11,286 for LBUUSD historical enrollment; 152 for MCOE.

**Average Daily Attendance (ADA)** - General Fund ADA, based upon the enrollment projection, is established in early Spring and updated in June when revised enrollment projections are reviewed. ADA updates are also incorporated into 1st and 2nd Interim Reports to the Board of Trustees. A two year average of the ratio between fall CBEDS enrollment and Second Period (P-2) ADA is the basis used to derive the estimated P-2 ADA, unless declining enrollment exists when more weight will be given to the most current data. If the current year estimated ADA is lower than the prior year, the prior year ADA will be used. The 19-20 ADA is projected to be 10,790: 10,652 LBUSD historical ADA + 138 MCOE.

**Beginning Balance** - Based upon the most current Working Budget. Audit adjustments, if any, are to be included as soon as known. At a minimum, these dates shall be:

- September Board Meeting. A final update of unaudited beginning balance.
- December Board Meeting: 1st Interim Report, update of projected ending balance.
- February Board Meeting. Report audit adjustments, if any, to beginning balance.
- March Board Meeting. 2nd Interim Report, update of projected ending balance.

## **Revenue Factors**

**ADA** – Projected to **increase 165** over 2018-19's projected P-2.

**Local Control Funding Formula (LCFF)** – We are projecting a **\$4.6 million funding increase** in 19-20 with a 3.46% COLA and **Unduplicated Pupil Percentage of 79.38%**.

**Federal Revenues** – We are projecting **flat federal funding** rates for 19-20.

**State Categorical Programs** – We are projecting flat funding for categorical programs that remain outside of LCFF.

**Special Education Program** – Funding is allocated at the SELPA level and is based upon flat federal funding. These amounts will be adjusted when updated by the SELPA.

**New State Funded Programs** – New State programs will be budgeted when an award notification is received.

**Lottery** – Lottery rates are projected to be **unchanged at \$204/ADA**.

**Mandated Cost** – The District has elected to take the Mandated Cost Block Grant and is budgeting based on current projections.

**Local Revenues** are estimated at current year levels and updated when award notifications are received. Donations are budgeted when received.

**Interest on Funds on Deposit in County Treasury** - Based upon current estimates.

**Tax and Revenue Anticipation Note (TRAN)** – The District will analyze the cash flow for FY 19-20, and determine if a TRAN is required or not.

## **Expenditure Factors**

**Salary Factors** – The District will budget positions authorized by the Board of Trustees. Salary placement will be per current contractual agreements for certificated and classified bargaining unit members. Management, Supervisory, and Confidential salaries are based upon approved salary schedules and individual employment contract terms and conditions. Annual step and column increases are included for all staff that qualify. Vacant positions are estimated at an expected cost. Substitute Teacher, Classified Substitute and Extra Time costs will be budgeted based on current projections.

**Overall salary schedules include a 0% raise.**

### **Work Calendars –**

- 180 instructional days.
- LBTA – 185 work days.
- CSEA – varies.
- Unrepresented – varies.

**Certificated Employees - School Site Personnel** - Based upon enrollment projections and employee bargaining unit contract. Sites will be staffed per formula for teachers, counselors, nurses, and administration for regular and alternative education programs.

**Certificated Employees – District Office Personnel** - Vacancies will be replaced to meet identified needs.

**Classified Employees - School Site Personnel** – Vacancies will be replaced to meet identified needs.

**Classified Employees - District Office Personnel** - Vacancies will be replaced to meet identified needs.

**Employee Benefits** - Statutory benefits are updated for current projections.

- STRS employer rate **increases from 16.28% to 18.13%**.
- PERS employer rate **increases from 18.1% to 20.07%**.
- Workers Comp rate **remains at 2.60%**.
- OPEB Cost is **fully funded** as calculated in the latest actuarial valuation.

**Health Benefits** - Based upon bargaining unit contract language. These benefits include medical, prescription, dental, vision and life insurance. The District H&W cost is projected to **increase by 6.5%**.

**School Site Supply Allocations** – General fund support for the music program is **unchanged**.

General fund allocations are made to each comprehensive high school for Athletics Supplies and Transportation, and are **unchanged** at \$55,000 and \$70,000, respectively. The junior high schools are each allocated \$50,000. These funds are not available for transfer to other expenditure areas.

A separate allocation is provided for all special education ADA to purchase supplies and materials.

**Lottery** funds will be allocated utilizing Spring18-19 enrollments at the following **unchanged** rates: \$110 elementary and \$115 secondary.

At least 25% of lottery funds must be expended for instructional materials, including technology based materials. Using lottery funds, sites are responsible for providing instructional materials/supplies, classroom supplies, equipment, field trips, rentals and repairs, school office and custodial supplies, travel and conference costs, cell phones other than the emergency cell phones, copiers, postage, services and other discretionary operating costs. Lottery funds may not be used for facilities.

**Centralized Service Allocations for Unrestricted General Fund purposes** – The District participates in the State School Building program and is required to keep its facilities in good repair. The Routine Restricted Maintenance program currently meets these requirements.

**Other Expenditure Parameters for Centralized Services** - Based upon the following assumptions:

- ◆ **Property, Casualty, Liability Insurance:** Based on current projections
- ◆ **Utilities:** Based on current projections
- **Legal Fees:** Based on current projections

**Other Cost Factors:**

- ◆ **Non-Public School Placements** – We will budget at current year levels. These funds are not available for transfer to other Special Education expenditure areas.
- ◆ **Excess Payments to County Office for Special Education Program and Transportation** – Estimated **unchanged** at \$400,000. We will revise as additional information is available. These funds are not available for transfer to other Special Education expenditure areas.

**Capital Outlay for Unrestricted General Fund purposes** – Based upon current needs and available funding.

**Transfers** - Based on the following parameters:

- ◆ **Direct and indirect support cost rate** – Indirect costs will be based upon the **19-20 rate of 5.91%**; to be applied to all eligible programs of the District, except where lower rates are specified by program.
- ◆ **Cafeteria, Child Development** – Will be charged the maximum allowable indirect cost rates applicable to these programs.

**Debt Service** - Based upon existing District commitments.

**Ending Balance** - based upon the concept that adequate ending fund balances shall be provided to enable the District to maintain reserves as indicated in the reserve section of Budget Assumptions.

**General Fund Reserves** - based upon the following parameters:

- ◆ **Nonspendable** - Revolving Cash, Deposits and Prepaid Expenditures.
- ◆ **Assigned** – General Fund Ending Balance assigned for specific purposes
- ◆ **Unassigned** - **3%** Statutory Reserve for Economic Uncertainty

**Board Reference Material**

**SUBJECT TITLE:**     **LCAP Update**

**REQUESTED ACTION:** Discussion only

Action \_\_\_\_\_

Discussion/Information   X  

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**RECOMMENDATION:**

Staff will update the Board on the progress of the implementation of the Local Control Accountability Plan (LCAP) for the 2018-19 school year.

**BACKGROUND INFORMATION:**

In June of 2018, our District approved and adopted the 4th LCAP required by the state for the Local Control Funding Formula (LCFF). The LCAP addresses the District’s goals and funding priorities for the next 3 years. Staff will share with the Board the progress made so far towards those goals along with the programs and funding to support them.

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

The information to be shared addresses a variety of Board goals.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

None

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**ORIGINATOR:** Paul Enos and Paula Mastrangelo, Assistant Superintendents

**Date:** February 14, 2019



**Board Reference Material**

**SUBJECT TITLE:**           **EXPERIENCE WAIVER**

**REQUESTED ACTION:**

                  Action   X  

                  Discussion/Information:                   

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**RECOMMENDATION:**

It is recommended the Board approve an experience waiver for Matthew Rotondi, Learning Director at Los Banos High School.

**BACKGROUND INFORMATION:**

Current regulation governing experience waivers requires that a notice of intent to employ an applicant be made public and that a copy of that notice be submitted with the application to the Commission on Teacher Credentialing. The Board took action at its August, 2018 meeting to employ Matthew Rotondi as a Learning Director at Los Banos High School. In addition to the approval to hire, an additional action, approval to employ in an administrative position on the basis of an experience waiver, was required in order to fulfill the CTC requirements. The approval, or second step of the process, will allow Mr. Rotondi to be issued the Preliminary Administrative Services Credential.

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

#9 Recruit, hire, train and retain administrative, instructional and classified staff that will provide the best educational environment for the students of Los Banos Unified School District.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified

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

None

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

## Board Reference Material

**SUBJECT TITLE:** Declaration of Need for Fully-Qualified Teachers

**REQUESTED ACTION:** Adopt

Action

Discussion/Information

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**RECOMMENDATION:**

It is recommended the Board adopt a Declaration of Need through June 30, 2020, certifying that there are an insufficient number of certificated personnel who meet District specified employment criteria for designated positions.

**BACKGROUND INFORMATION:**

The Commission on Teacher Credentialing requires school districts to annually identify teaching positions for which fully credentialed educators will not be available. Without this Declaration of Need, the District cannot hire emergency permit holders in the identified areas.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None at this time.

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

None

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ORIGINATOR: Tammie Calzadillas, Assistant Superintendent, HR  
Date: February 14, 2019



State of California  
 Commission on Teacher Credentialing  
 Certification, Assignment and Waivers Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Telephone:  
 (888) 921-2682  
 Email: credentials@ctc.ca.gov  
 Website: www.ctc.ca.gov

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2019-2020  
 Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Los Banos Unified School District District CDS Code: 65755

Name of County: Merced County CDS Code: 24

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 02 / 14 / 19 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Tammie Calzadillas</u>		<u>Assistant Superintendent, HR</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>209-826-6810</u>	<u>209-826-3801</u>	<u>February 14, 2019</u>
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>1717 S. 11th Street, Los Banos, Ca 93635</u>		
<small>Mailing Address</small>		
<u>tcalzadillas@losbanosusd,k12.ca.us</u>		
<small>E-Mail Address</small>		

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2020.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Tammie Calzadillas

Assistant Superintendent

Name

Signature

Title

209-826-6810

209-826-3801

02/14/2019

Fax Number

Telephone Number

Date

1717 S 11th Street, Los Banos California 93635

Mailing Address

tcazadillas@losbanosusd.k12.ca.us

E-Mail Address

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

### AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	3
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	_____
<input type="checkbox"/> Resource Specialist	_____
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

### LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	10
Special Education	5
TOTAL	20

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? 18

If yes, list each college or university with which you participate in an internship program.

Stanislaus State University, Fresno State University, National University, San Joaquin Co  
UC Merced

If no, explain why you do not participate in an internship program.

\_\_\_\_\_  
\_\_\_\_\_

## Board Reference Material

**SUBJECT TITLE:** Memorandum of Understanding – Los Banos Teachers Association and Los Banos Unified School District

**REQUESTED ACTION:** Approve Memorandum of Understanding with LBTA re Extension of the Early Retirement Notification Incentive

Action   X  

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

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**RECOMMENDATION:**

It is recommended that the Board approve a Memorandum of Understanding (MOU) between the Los Banos Teachers Association (LBTA) and Los Banos Unified School District (LBUSD) extending the Early Retirement Notification Incentive.

**BACKGROUND INFORMATION:**

The LBTA Collective Bargaining Agreement identifies February 15<sup>th</sup> as the deadline for the early retirement notification incentive. Certificated unit members who declare, via written notification, their intent to retire by February 15<sup>th</sup> and follow through with retiring receive a \$1,500.00 incentive payable on the June pay warrant. The deadline will be extended from February 15<sup>th</sup> to two weeks following the ratification of a Tentative Agreement between LBUSD and LBTA for the 2018-2019 bargaining cycle.

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

This is an operational activity, not in direct support of any special Board goal.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

**SPECIFIC FINANCIAL IMPACT:**

The financial impact will not be realized until the actual number of certificated retirees is determined.

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources  
DATE: February 14, 2019

**MEMORANDUM OF UNDERSTANDING BETWEEN  
LOS BANOS UNIFIED SCHOOL DISTRICT AND  
LOS BANOS TEACHERS ASSOCIATION**

This Memorandum of Understanding (MOU) is entered between Los Banos Unified School District (LBUSD) and Los Banos Teachers Association (LBTA). The parties agree as follows:

The LBTA collective bargaining agreement identifies February 15<sup>th</sup> as the deadline for the early retirement notification incentive. Certificated unit members who declare, via written notification, their intent to retire by February 15<sup>th</sup> and follow through with retiring receive a \$1,500 early notification payment on their June pay warrant.

The incentive deadline will be extended from February 15<sup>th</sup> to two weeks following the ratification of a Tentative Agreement between Los Banos Unified School District and LBTA for the 2018-2019 bargaining cycle. The early notification incentive deadline will be reinstated to February 15<sup>th</sup> following this bargaining cycle.

\_\_\_\_\_  
Dr. Mark Marshall, Superintendent

\_\_\_\_\_  
Jennifer Wilkin, Co-President  
Jeff Miller, Co-President

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

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

DRAFT

## Board Reference Material

**SUBJECT TITLE:** Chief Academic Officer – Certificated Management

**REQUESTED ACTION:** Approve the Chief Academic Officer – Certificated Management position/job description.

Action   X  

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

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### **RECOMMENDATION:**

It is recommended that the Board approve the Chief Academic Officer – Certificated Management position/job description.

### **BACKGROUND INFORMATION:**

The Chief Academic Officer – Certificated Management position/job description is replacing the Assistant Superintendent – Secondary Education position/job description. The Education Services Division is being reorganized to better meet the needs of staff and students. The Chief Academic Officer will be imperative in setting the course for meeting increased State and Federal accountability as well as the overall curricular direction of LBUSD.

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

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

None at this time.

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

The Assistant Superintendent – Secondary Education position is being replaced with the Chief Academic Officer, which makes the reorganization of the Educational Services Division cost neutral.

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



## Chief Academic Officer – Certificated Management

### **Purpose Statement:**

The job of Chief Academic Officer is done for the purpose of supervising and effectively coordinating the planning, implementation and evaluation of the District's education program. The Chief Academic Officer will provide leadership in the streamlining of the District's instructional program which includes, but is not limited to best practices in the areas of curriculum, assessment, intervention, acceleration, language acquisition and proficiency.

The Chief Academic Officer position is distinguished from similar jobs by the following characteristics: Extensive experience in curriculum development and implementation in a range of grades/subjects, Three to five years of experience as a successful site Principal, a minimum of two years of prior District Office experience and a Master's Degree is required, Doctorate preferred.

This job reports to the Superintendent.

### **Essential Functions:**

- Directs and coordinates the planning, implementation and evaluation of the District's educational programs.
- Works collaborative with the Superintendent and Board of Education to create an instructional vision, mission, goals and objectives.
- Works collaboratively with site administrators, teachers and various District committees to review curriculum and determine alignment of curriculum to current standards, curriculum initiatives and/or Board goals.
- Provides leadership to ensure the consistent delivery of grade level standards, assessments and instructional best practices.
- Supports site principals in planning, delivering and evaluating a cohesive, Preschool-12, instructional program.
- Work collaboratively with all administrators to ensure an articulated and coordinated curriculum is administered throughout the District.
- Leads District-wide change initiatives.
- Problem-solve a variety of discipline, curriculum, administrative and District issues as they arise.
- Works collaboratively with all Departments to ensure a common understanding of State and Federal Accountability Models and the role/responsibilities of each Department in ensuring District success.
- Coaches, mentors and supports teachers and administrators in the implementation of curricular initiatives.
- Uses multiple sources of student and District data to evaluate District programs and provide support to site administrators.
- Works directly with site administrators to ensure appropriate implementation of District curricular goals.
- Actively participates as a key member of the Superintendent's Executive Cabinet.
- May be called upon to perform other duties as assigned for the good of the District.

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

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

**SKILLS:** Specific skill based competencies are required to satisfactorily perform the functions of the job. Skill based competencies include: Proficiency in using a personal computer and common office productivity software and programs for accessing student data/information; technical writing skills to prepare reports; interpersonal skills to successfully interact with students, parents, teachers, administrators, community members and the entire stakeholder community; may require knowledge and competency in a second language.

**KNOWLEDGE:** Specific knowledge based competencies required to satisfactorily perform the functions of the job include: Understanding of teaching pedagogy; college admissions and record keeping requirements established by the District and external agencies; principles and practices for dealing with the special needs of families from diverse socioeconomic and ethnic backgrounds; requires knowledge of State and Federal accountability models; may require knowledge and competency in a second language.

**ABILITY:** Specific ability based competencies required to satisfactorily perform the functions of the job include: Independently perform all of the duties of the position efficiently and effectively; requires the ability to coordinate, advise and plan complex components of a district-wide instructional program; requires the ability to learn, interpret, explain, and apply knowledge of District, State and Federal laws; the ability to acts as a liaison to a variety of District staff, parents and the public in a manner that reflects positively on the District; ability to learn District and State protocols, regulations and policies regarding funding, accountability and evaluation.

**Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: Generally the job requires 30% sitting, 35% walking, and 35% standing. This job is performed in a generally clean and healthy environment.

**Experience:** Three to five years as a successful site principal  
Two years of administrative experience at the District level

**Education:** Bachelor's Degree, Master's Degree  
Doctorate Preferred

**Certificates and Licenses:**

Multiple or Single Subject Teaching Credential  
Clear Administrative Credential

**Clearances:**

Department of Justice Fingerprint Clearance  
TB Clearance

**FLSA Status**  
Not Rated

**Approval Date**

**Salary Grade**

**Board Reference Material**

**SUBJECT TITLE:**     **Salary Schedule for the Chief Academic Officer Position –  
Certificated Management**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

---

**RECOMMENDATION:**

It is recommended that the Board approve the addition of the Chief Academic Officer to the Certificated Management salary schedule.

**BACKGROUND INFORMATION:**

The Chief Academic Officer position/job description is intended to replace the current Assistant Superintendent – Secondary Education position/job description. The reorganization of the Educational Services Division necessitates the change in position and addition of the new position to the current Certificated Management Salary Schedule.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None at this time.

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

The change in job description/position from Assistant Superintendent – Secondary Education to Chief Academic Officer is cost neutral.

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

Los Banos Unified School District  
 Administrative Salary Schedule  
 2018-19  
 Effective 7/1/17

POSITION	WORK DAYS	ANNUAL SALARY/STEP												
		1	2	3	4	5	10	15	20					
Student Advocate- HS	182	\$69,532	\$72,409	\$75,284	\$78,160	\$79,667	\$81,240	\$82,864	\$84,513					
Student Advocate- JH	182	\$68,973	\$71,892	\$74,813	\$77,732	\$79,286	\$80,869	\$82,493	\$84,142					
Counselor- HS	200	\$76,408	\$79,571	\$82,730	\$85,890	\$87,546	\$89,275	\$91,059	\$92,871					
Counselor - JH	200	\$75,795	\$79,002	\$82,213	\$85,420	\$87,128	\$88,867	\$90,651	\$92,464					
Mental Health Counselor	200	\$76,408	\$79,571	\$82,730	\$85,890	\$87,546	\$89,275	\$91,059	\$92,871					
Learning Director - JHS	200	\$96,496	\$99,756	\$103,020	\$106,277	\$109,538	\$111,736	\$113,977	\$116,261					
Learning Director - HS	200	\$97,277	\$100,473	\$103,668	\$106,863	\$110,060	\$112,251	\$114,493	\$116,778					
Psychologist	208	\$103,694	\$107,248	\$110,802	\$114,358	\$117,913	\$120,265	\$122,664	\$125,122					
Cred. School Nurse	208	\$103,694	\$107,248	\$110,802	\$114,358	\$117,913	\$120,265	\$122,664	\$125,122					
Asst Principal - Elem	200	\$98,825	\$102,084	\$105,345	\$108,601	\$111,859	\$114,093	\$116,369	\$118,691					
Asst Principal - JHS	210	\$104,585	\$108,697	\$112,709	\$116,920	\$121,035	\$123,457	\$125,934	\$128,453					
Asst Principal - HS	210	\$105,207	\$109,556	\$114,477	\$118,018	\$122,249	\$124,700	\$127,193	\$129,731					
Coordinator II	210	\$105,012	\$108,383	\$111,754	\$115,129	\$118,490	\$120,851	\$123,273	\$125,740					
Coordinator	220	\$110,012	\$113,540	\$117,071	\$120,603	\$124,130	\$126,618	\$129,142	\$131,727					
Principal - Alternative Ed	218	\$109,659	\$113,779	\$118,080	\$122,384	\$126,690	\$129,228	\$131,817	\$134,452					
Principal - Elementary	218	\$110,937	\$115,167	\$119,400	\$123,630	\$127,862	\$130,411	\$133,026	\$135,682					
Principal - JHS	218	\$115,097	\$119,249	\$123,401	\$127,556	\$131,706	\$134,348	\$137,043	\$139,780					
Principal - HS	225	\$121,974	\$126,512	\$131,052	\$135,596	\$140,137	\$142,937	\$145,794	\$148,710					
Director	225	\$124,354	\$128,510	\$132,664	\$136,822	\$140,977	\$143,797	\$146,674	\$151,104					
Area Administrator	225	\$128,709	\$133,004	\$137,512	\$142,188	\$147,037	\$149,973	\$154,509	\$156,046					
Chief Academic Officer	225	\$133,151	\$137,673	\$142,197	\$146,722	\$151,245	\$154,265	\$157,359	\$160,508					
Asst Superintendent	225	\$133,151	\$137,673	\$142,197	\$146,722	\$151,245	\$154,265	\$157,359	\$160,508					

1. A \$500 stipend is granted for a Master's Degree, an additional \$500 is granted for both a Master's Degree and a Doctorate for a total of \$1000.
2. When a district employee is hired into a new administrative position with additional responsibility, the employee will be placed in the appropriate salary category on a step that provides up to a 5% increase in salary over their current step placement.
3. The longevity steps on the salary schedule represent a 2% increase between years, 5 and 10, 10 and 15, 15 and 20.
4. Guidelines for placement:

Employees on step 1 move to step 2

Employees on step 2 move to step 3  
Employees on step 3 move to step 4  
Employees on step 4 move to step 5  
Employees who have reached step 5 and who have been frozen for 5 years will move to step 10  
Employees who have reached step 10 and who have been frozen for 5 years will move to step 15  
Employees who have reached step 15 and who have been frozen for 5 years will move to step 20

5. Additional stipend of \$1500 for Principals who mentor new administrators as part of their Tier II program.

6. Language on this salary schedule shall supersede language from all previous salary schedules.

## Board Reference Material

**SUBJECT TITLE:** Initial Proposal for Collective Bargaining with California School Employees Association and its Los Banos Chapter, #092

**REQUESTED ACTION:** Hold Public Hearing and Adopt Proposals

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

The initial bargaining proposal of the California School Employee Association (CSEA) and its Los Banos Chapter, #092 will be presented, a public hearing held, followed by a recommendation to accept the initial proposal.

**BACKGROUND INFORMATION:**

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

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified.

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

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

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



November 14, 2018

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



Dear Superintendent Marshall:

The California School Employees Association and its Los Banos Chapter #092 are hereby notifying the District of its intent to open negotiations for the 2019-2020 school years as follows:

**ARTICLE VI. COMPENSATION AND BENEFITS**

Increase wages on the salary schedule and benefits to fair and equitable for the 19-20, 20-21, and 21-22 school years.

**ARTICLE XI. HOLIDAYS**

Increase holidays.

**ARTICLE XVI. VACATION TIME**

Increase vacation time.

**ARTICLE XXX. TERM**

New Term to shall become effective July 1, 2019 through June 30, 2022 and adding reopener language for the new term of the collective bargaining agreement.

**REVIEW AND CLARIFY LANGUAGE**

Review language such as but not limited to, Article VII, Professional Growth Increments, Article IV, Release Time, and Article XXII, Job Abandonment.

I respectfully request that this letter serve as public notice at the next scheduled board meeting subject to the requirements as set forth in Government Code Section 3547.

CSEA and its Chapter #092 is confident; we will be able to orchestrate a mutually-beneficial agreement. I personally am excited to promote a collaborative partnership with the District and look forward to a good faith negotiation process.

Please contact me so that we may set some mutually agreeable dates for the commencement of negotiations.

Respectfully,

A handwritten signature in cursive script that reads "Lisa Souza". The signature is written in black ink and is positioned to the right of the typed name.

Lisa Souza  
President  
CSEA, Chapter #092



**Board Reference Material**

**SUBJECT TITLE:**        **Memorandum(s) of Understanding between California School Employee Association and Los Banos Unified School District**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information       

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**RECOMMENDATION:**

It is recommended that the Board approve an additional day off for classified employees whose contractual number of days will be increased by Leap Year.

**BACKGROUND INFORMATION:**

Due to 2019 being Leap Year, a year with 366 days, certain classified employees will need an additional day off in order to work the number of required days per their contract.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified.

**SPECIFIC FINANCIAL IMPACT:**

N/A

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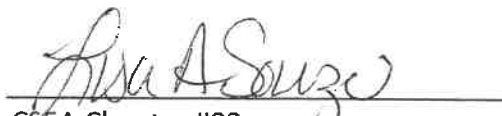
ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources  
DATE: February 14, 2019

**Memorandum of Understanding  
between Los Banos Unified School District and  
the California School Employees Association and  
its Los Banos Chapter # 92**

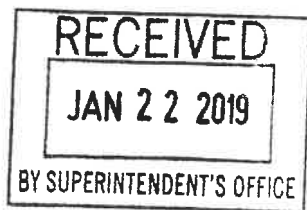
**The Parties have met and agree as follows:**

- A. To make the following changes to the district approved 2019-20 Calendar
  - i) That the classified employees following the 261 day work calendar will take July 3, 2019, the day before the July Holiday as a non-paid day due to the 1 extra day on the school year calendar

  
\_\_\_\_\_  
Los Banos Unified School District

  
\_\_\_\_\_  
CSEA Chapter #92

Signed this day 22 January, 2019



**Board Reference Material**

**SUBJECT TITLE:**        **Amended Calendar for the 2019-2020 School Year**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended that the Board approve an amended calendar (A) for the 2019-2020 school year reflecting the change in the local holiday associated with July 4<sup>th</sup> for classified employees. If the MOU for the additional day for Leap Year is approved it is recommended the board approve the amended calendar (B) for full time (261 days) classified employees.

**BACKGROUND INFORMATION:**

Since the approval of the 2019-2020 school calendars changes have been made to reflect the addition of one day (366 days instead of 365) to the 2019 year due to Leap Year, which necessitated an additional day off (July 3, 2019) for certain classified staff. In addition, changes were made to the calendars reflecting the local holiday associated with July 4<sup>th</sup> being moved from July 3, 2019 on the calendars approved at the December Board Meeting to July 5, 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 identified.

**SPECIFIC FINANCIAL IMPACT:**

N/A

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources  
DATE: February 14, 2019

# LOS BANOS UNIFIED SCHOOL DISTRICT

## 2019-2020 School Calendar

All Wednesdays Are Minimum Days for all Elementary Schools

July 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
Su	M	Tu	W	Th	F	Sa
						4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	M	Tu	W	Th	F	Sa
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- Elementary Teacher Prep
- All District Teacher Prep
- Secondary Teacher Prep
- Secondary First/Last Day of School
- Elementary First/Last Day of School
- Elementary Parent Teacher Conferences
- Holidays
- Elementary Minimum Day - Teacher Prep
- Elementary Minimum Day
- Secondary Minimum Day
- All District Minimum Day
- Elementary PLC
- High School PLC
- Jr. High PLC
- Staff Development Days
- Classified Staff Holidays

- Holidays**
- September 2
  - November 11
  - November 25-29
  - Dec. 23 - Jan. 10
  - January 20
  - February 10
  - February 17
  - March 23-27
  - April 10-13
  - May 1
  - May 25

- Labor Day
- Veteran's Day
- Thanksgiving Break
- Winter Break
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Spring Break
- April Recess
- May Day
- Memorial Day

- Report Card Periods**
- Grades TK-6
  - 1st Trimester Ends - October 31 (59)
  - 2nd Trimester Ends - February 28 (60)
  - 3rd Trimester Ends - June 5 (61)
  - Grades 7-8
  - 1st Trimester Ends - October 31 (60)
  - 2nd Trimester Ends - February 28 (60)
  - 3rd Trimester Ends - June 4 (60)
  - High Schools
  - 1st Quarter Ends - October 11 (48)
  - 2nd Quarter Ends - December 20 (43)
  - 3rd Quarter Ends - March 20 (46)
  - 4th Quarter Ends - June 4 (45)

- Kindergarten Registration**  
February 24 thru 28, 2019
- Graduations**  
Pacheco High School - June 5 - 8:00 PM  
Los Banos High - June 5 - 8:00 PM

Board Adopted: January 10, 2019  
vertex42 calendar

★ Oct. 30, Mar. 4, and May 27 - Elementary Report Card Prep Days

# LOS BANOS UNIFIED SCHOOL DISTRICT

## 2019-2020 School Calendar

All Wednesdays Are Minimum Days for all Elementary Schools

July 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
Su	M	Tu	W	Th	F	Sa
						4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	M	Tu	W	Th	F	Sa
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- Elementary Teacher Prep
- All District Teacher Prep
- Secondary Teacher Prep
- Secondary First/Last Day of School
- Elementary First/Last Day of School
- Elementary Parent Teacher Conferences
- Holidays
- Elementary Minimum Day - Teacher Prep
- Elementary Minimum Day
- Secondary Minimum Day
- All District Minimum Day
- Elementary PLC
- High School PLC
- Jr. High PLC
- Staff Development Days
- Classified Staff Holidays

- Holidays**
- September 2
  - November 11
  - November 25-29
  - Dec. 23 - Jan. 10
  - January 20
  - February 10
  - February 17
  - March 23-27
  - April 10-13
  - May 1
  - May 25
- Report Card Periods**
- Grades TK-6
  - 1st Trimester Ends - October 31 (59)
  - 2nd Trimester Ends - February 28 (60)
  - 3rd Trimester Ends - June 5 (61)
  - Grades 7-8
  - 1st Trimester Ends - October 31 (60)
  - 2nd Trimester Ends - February 28 (60)
  - 3rd Trimester Ends - June 4 (60)
  - High Schools
  - 1st Quarter Ends - October 11 (46)
  - 2nd Quarter Ends - December 20 (43)
  - 3rd Quarter Ends - March 20 (46)
  - 4th Quarter Ends - June 4 (45)
- Kindergarten Registration**
- February 24 thru 28, 2019
- Graduations**
- Pacheco High School - June 5 - 8:00 PM
  - Los Banos High - June 5 - 8:00 PM
- Elementary Report Card Prep Days**
- Oct. 30, Mar. 4, and May 27 - Elementary Report Card Prep Days

Board Adopted: January 10, 2019  
vertex42 calendar

## Board Reference Material

**SUBJECT TITLE:** Memorandum of Understanding – California School Employee Association and its Los Banos Chapter, #092 and Los Banos Unified School District

**REQUESTED ACTION:** Approve Memorandum of Understanding with California School Employee Association and its Los Banos Chapter, #092 re Postponement of Reclassification Notification Deadline

Action   X  

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

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### **RECOMMENDATION:**

It is recommended that the Board approve a Memorandum of Understanding (MOU) between the California School Employee Association (CSEA) and its Los Banos Chapter, #092 and Los Banos Unified School District (LBUSD) postponing the reclassification notification date.

### **BACKGROUND INFORMATION:**

The CSEA Collective Bargaining Agreement identifies February 1<sup>st</sup> as the date by which employees who have applied for a Reclassification are to be notified whether or not the reclassification has been granted. The notification will be postponed from February 1<sup>st</sup> to April 15, 2019. The extension allows for the Reclassification Committee to convene and make recommendations to the Board at a future Board meeting.

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

This is an operational activity, not in direct support of any special Board goal.

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

None

### **SPECIFIC FINANCIAL IMPACT:**

The financial impact will not be realized until reclassification requests are approved by the Board of Education.

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources  
DATE: February 14, 2019

**MEMORANDUM OF UNDERSTANDING  
LOS BANOS UNIFIED SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND  
ITS LOS BANOS CHAPTER #092**

The California School Employees Association (CSEA) collective bargaining agreement identifies February 1<sup>st</sup> as the date by which unit members who have applied for reclassification are to be notified of the outcome of their reclassification request.

The notification deadline will be postponed from February 1<sup>st</sup> to April 15, 2019. This will allow sufficient time to convene the Reclassification Committee and make recommendations to the Board of Education at a regularly scheduled monthly meeting.

The February 1<sup>st</sup> deadline will be reinstated for the 2019-2020 school year.



Dr. Mark Marshall, Superintendent



Lisa Souza, CSEA President

Date: 2-4-19

Date: 2-4-19

## **Board Reference Material**

**SUBJECT TITLE:**     **CSBA Delegate Assembly Election**

**REQUESTED ACTION:** Cast vote

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board cast its vote for a representative to the California School Boards' Association Delegate Assembly.

**BACKGROUND INFORMATION:**

There is one vacancy and one incumbent candidate running for the position to the CSBA Delegate Assembly, Subregion 8-D, for Merced County. The Board may cast a vote for the incumbent or make use of the write-in provision if they choose. A biographical sketch is included for the candidate.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

**SPECIFIC FINANCIAL IMPACT:**

None.

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ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Dated: February 14, 2019



**REQUIRES BOARD ACTION**

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **FRIDAY, MARCH 15, 2019**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.  
*A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2019 DELEGATE ASSEMBLY BALLOT  
SUBREGION 8-D  
(Merced County)

Number of vacancies: 1 (Vote for no more than 1 candidate)

*Delegates will serve two-year terms beginning April 1, 2019 - March 31, 2021*

*\*denotes incumbent*

Adam Cox (Merced City SD)\*

\_\_\_\_\_  
*Provision for Write-in Candidate Name*

\_\_\_\_\_  
*School District*

\_\_\_\_\_  
*Signature of Superintendent or Board Clerk*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*School District Name*

\_\_\_\_\_  
*Date of Board Action*

*See reverse side for list of all current Delegates in your Region.*

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**REGION 8 – 14 Delegates (12 elected/2 appointed)◆**

**Director: Matthew Balzarini (Lammersville Joint USD)**

**Below is a list of all the current Delegates with expired terms from this Region.**

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**Subregion 8-A (San Joaquin)**

Kathleen Garcia (Stockton USD)◆, appointed term expires 2021  
Kathy Howe (Manteca USD), term expires 2020  
Cecilia Mendez (Stockton USD)◆, appointed term expires 2020  
George Neely (Lodi USD), term expires 2019  
Christopher (Kit) Oase (Ripon USD), term expires 2019  
Stephen Schluer (Manteca USD), term expires 2020  
Jenny Van De Pol (Lincoln USD), term expires 2020

**Subregion 8-B (Amador, Calaveras, Tuolumne)**

Vacant, term expires 2019

**Subregion 8-C (Stanislaus)**

Faye Lane (Ceres USD), term expires 2020  
Cynthia (Cindi) Lindsey (Sylvan Union ESD), term expires 2019  
Paul Wallace (Neman-Crows Landing USD), term expires 2019

**Subregion 8-D (Merced)**

Adam Cox (Merced City ESD), term expires 2019  
John Medearis (Merced Union HSD), term expires 2020

**County Delegate:**

Juliana Feriani (Tuolumne COE), term expires 2020

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**Counties**

San Joaquin (Subregion A)  
Amador, Calaveras, Tuolumne (Subregion B)  
Stanislaus (Subregion C)  
Merced (Subregion D)

**2019 Delegate Assembly Candidate Biographical Sketch Form**  
**DUE: Monday, January 7, 2019 – no late submissions accepted**

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

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

Signature:  Date: 1/15/19

Name: Adam Cox CSBA Region & subregion #: 8D

District or COE: Merced City SD Years on board: 10

Profession: Analyst Contact Number (please v  Cell  Home  Bus.): 209-631-3803

\*Primary E-mail: adamcox@mcsd.k12.ca.us

(\*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate?  Yes  No | If yes, year you became Delegate: 2011

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I've spent nearly a decade advocating for public school students in my community, and 8 years contributing to the dialog in Sacramento, via CSBA. I would greatly appreciate the opportunity to continue this work.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

During my Board tenure, I've been heavily involved in our county association as well as several other stakeholder and community groups. Additionally, I've helped launch a satellite Rotary club for young professionals and I sit on several special district and nonprofit boards.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

FULL AND FAIR FUNDING. Students won't learn if we can't keep the lights on or pay teachers. CSBA and its member districts must continue pushing Sacramento to address our chronically underfunded education system. CSBA should continue pursuing a strong alliance with Governor Newsom and continue to make it easy and convenient for local school board members to communicate with their state legislators.

E-mail: [nominations@csba.org](mailto:nominations@csba.org), or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

## Board Reference Material

**SUBJECT TITLE:** Award Recommendation – New Elementary School Project

**REQUESTED ACTION:** Approve

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board approve the Proposal from Bernards Brothers, Inc. for the New Elementary School Project and authorize the Superintendent or Designee to sign contract documents and issue the Notice to Proceed.

**BACKGROUND INFORMATION:**

The Lease Leaseback Proposal process for the New Elementary School Project is complete and the Proposal results are as follows:

<u>Best Value Score</u>	<u>Contractor</u>	<u>Proposal Amount</u>
255	Bernards Brothers, Inc.	\$27,291,000
130	Harris Construction, Inc.	\$29,354,000

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

This activity directly supports Board Goal #4: Create a comprehensive plan to pursue and utilize state, local and mitigation agreement revenue to build necessary schools in the District.

**ALTERNATIVE/IDENTIFIED OPPOSITION:**

None.

**SPECIFIC FINANCIAL IMPACT:**

\$27,291,000 to be paid from a combination of funds as follows:

\$23,500,000 Measure X  
5,000,000 State Matching Funds already received  
12,000,000 State Matching Funds owed to the District  
\$40,500,000 Total

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ORIGINATOR: Don Laursen - Assistant Superintendent, Administrative Services

DATE: February, 14, 2019

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

City Hall  
 Council Chambers

Mr. Parreira called the meeting to order at 6:30 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. Student Discipline, Cases: #5502582, #2141981605,  
 #4176816210, #4175664480, #174324764 (Action) Conference with Labor  
 Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos,  
 Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization:  
 LBTA (No action). Public Employee: Discipline/Dismissal/Release/Reassignment  
 (Section 54957) (No action)

Closed Session

The audience was led in the Pledge of Allegiance by Director of Special Services,  
 Yolanda Cork-Anthony

Pledge of  
 Allegiance

It was noted by Mr. Parreira that there was one correction to the agenda, on the  
 consent calendar on item L the date should be March 29-30. On a motion by  
 Member Benton seconded by Member Smith, Trustees approved the agenda as  
 corrected. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0;  
 Absent: Goin, Motion carried.

Approval of  
 Agenda

There was no public comment

Public Forum

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

Student Report

No Report

CSEA Report

No Report

LBTA Report

Dr. Marshall welcomed everyone back from the holidays. He mentioned that he was  
 attending the Governor's budget workshop next week. Dr. Marshall said that  
 construction on the new elementary school was moving forward and he again  
 thanked the community for passing measure X. He stated that the first Citizens  
 Oversight Committee Meeting will be held on January 23<sup>rd</sup>. The Drone class being  
 offered by Merced College and Los Banos Unified is slated to start this semester.  
 Dr. Marshall said that Los Banos Unified made progress on the District's  
 Differentiated Assistance goal last year in regards to African American students and  
 this year the focus is on Special Education.

Superintendent's  
 Report:

Tom Worthy stated that they had six general contractors attend the pre-qualification meeting and that bids for the new elementary school would open on January 30<sup>th</sup>. The Ag Facility at Pacheco High School is completed and already housing animals. The SLHS portable project is moving forward. The Fire Alarm project at LBE is scheduled to start the day after school is out for summer break and will be complete the week prior to the first day of school. The WUES Fire alarm project is in the process of being approved by the DSA and upgrades may have to be completed before the project can begin. The intercom system for LBE and WUES are complete.

Facilities Report

Mr. Munoz had no report. Ms. Benton thanked the community for the donations of coats. They delivered 265 coats to Pre K-12<sup>th</sup> grade students and have 111 more to be given out. She also thanked everyone for the donation of canned foods for the Rotary's Feed the Need food drive. She stated that they send a backpack full of food home with 15 students every Friday. Mr. Martinez welcomed everyone back after the holidays. He let everyone know that he started visiting sites prior to the winter break and will be visiting all the school sites in the near future. He is researching attending a school safety conference in Sacramento. He also said that he was going to announce a city wide event that would be taking place in April. Ms. Smith wished everyone a happy New Year and invited everyone to attend the Martin Luther King walk that will be held on Monday, January 21<sup>st</sup> in front of City Hall at 10:00 a.m. and would be lead by the Buffalo Soldiers. Ms. Rodriguez welcomed everyone in attendance. She attended the El Esperanza Supermarket toy give away. She said that food and toys were given to families in attendance. She said that an essential food basket was given away to each family. There were 600 families served at that event. She attended Charleston Elementary's Christmas Caroling event. She thanked the school for putting on such a nice event. She is looking forward to a meeting with a grant writing firm at the end of the month.

Trustee Reports

It was recommended the Board accept the Audit Report as approved by the Finance Committee. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.

2017-18 Audit Report

Pacheco High School FFA Officers, Ruby Munoz, Joshua Simas, Leonor Del Rio, Matthew Garcia, Zachary Machado, Karina Heredia, and Renee Hernandez reported on various FFA activities and events including the 2018 National FFA Convention and the Washington, D.C. leadership tour. They thanked the community and the board for the newly constructed Ag Facility at PHS.

FFA Annual Report

Assistant Superintendents Paul Enos and Paula Mastrangelo provided an informational report on Goals #1 and #6 of the Local Control Accountability Plan.

LCAP

On motion by Member Smith seconded by Member Benton, Trustees approved the 2018-19 School Plans for Student Achievement. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.

2018-19 School Plans for Student Achievement

Mr. Parreira opened a public hearing at 7:53 p.m. on the disclosure of the estimated PERS Golden Handshake costs, no one came forward and the public hearing was closed at 7:54 p.m. On motion of Member Martinez, seconded by

Resolution #01-19 PERS Golden Handshake

Member Smith, Trustees adopted Resolution #01-19 granting a designated window period for eligible classified employees. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.	Board Meetings
On motion by Member Benton, seconded by Member Munoz, Trustees approve moving the local holiday associated with July 4 <sup>th</sup> from the current date of July 3, 2019 to July 5, 2019 and the local holiday associated with Easter from April 19 <sup>th</sup> to April 22 <sup>nd</sup> the day after the Sunday Holiday. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.	CSEA Memorandum of Understanding
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
Trustees approved minutes of the: Regular/Organizational Meeting held on December 13, 2018.	Minutes
Certificated Report: Appointments: None; Resigned: None; Retiring: None; Extra Duty Appointments: Catherine Lopez-Theatre Director-PHS; Lerissa Mendoza-Asst. Wrestling Coach – LBHS; Resigned: None.	Personnel Actions
Classified Report: New Hires: None; Appointments: None; Promotional: Ceja, Michelle – LBHS, Office Assistant (8.0 Hrs), Gargano, Brad – LBHS, Head Custodian; Retired: None; Termination: Lalley, Erin – SS, Behavior Support Assistant – Effective 12/21/2018; Resigned: None; Leave of Absence: None.	
The monthly Fiscal Report was submitted for Board information.	Fiscal Report
Trustees approved the 2019-20 Budget Calendar as the first step in developing the District budget.	2019-20 Budget Calendar
Trustees approved the October/December Williams Complaint Summary Report as submitted.	Williams Complaint Report
Trustees adopted the following mandated policy updates: BP 3515.21 Unmanned Aircraft Systems (Drones).	Policy Update/Changes
Trustees adopted the 2019-20 school calendars.	2019-20 School Calendars
Trustees adopted the following new courses: <i>Advanced Small Engines, Ag Wood Construction II &amp; Ag Wood Construction III</i>	New Course Adoptions
Trustees approved the 2017-18 SARC reports.	2017-18 SARC Reports
Trustees approved the donations to the LBUSD Scholarship Fund from Jan. 1 through Dec. 31, 2018	Donations

Trustees approved the following agreements/proposals: School Facility Consultants, Facility Needs Preparation, California School Board Assoc., Governance Consulting, AALRR, Merced Legal Authority Agreement, Mitchell Air Quality Consulting, Volta CEQA Process (Page 69)

Agreements/  
Contracts

Trustees approved the following overnight/out-of-state travel: PHS Softball, Reno, NV March 29-30, 2019, WUES, HME Principals, Imagine Learning Forum, Provo, UT February 6-8, 2019, LBHS Boys Varsity Tennis, Clovis, March 1-2, 2019.

Travel

Trustees approved the warrants for payment.

Warrants

On motion by Member Munoz seconded by Member Martinez, Trustees expelled students #5502582, and #4175664480 for the remainder of the 2018-19 School Year. Students #2141981605, #4176816210, and #174324764 were expelled for the remainder of the 2018-19 School Year and the fall semester 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 counseling. Pupils are referred to Valley Community Day School. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.

Reporting Closed  
Session

There were no future agenda items or discussions.

Future Agenda/  
Discussion Items

The meeting was adjourned by Mr. Parreira at 7:59 P.M.

Adjournment

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SECRETARY



# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

### REPORT OF CERTIFICATED EMPLOYMENT FOR BOARD APPROVAL – February 14, 2019

#### APPOINTMENT:

Mercado, Lupe – Student Advocate Counselor, LBJHS – effective 1/24/2019  
Lopez, Oscar – Special Education Teacher, LBE – effective 1/24/2019

#### RESIGNED

Diaz, Grace – Special Education Teacher, LBE – effective 6/30/2019  
Batoon, Monalyn – Math Teacher, PHS – effective 6/30/2019  
Johnson, Christine- - Elementary Teacher, WUES – effective 6/30/2019

#### RETIRING

Enos, Paul - Assistant Superintendent, Secondary Education, DO – effective 6/30/2019  
Pereira, Samuel – English Teacher, LBJHS – effective 6/30/2019  
Arambel, Robert – Social science Teacher, LBHS – effective 6/30/2019  
Brittill, Jane – Principal, LFE – effective 6/30/2019  
Brady, Karel – 1<sup>st</sup> Grade Teacher, LBE – effective 6/30/2019  
Keller, James – 6<sup>th</sup> Grade Teacher, MSE – effective 6/30/2019  
Sequeira, Lynn – Independent Study Teacher, Crossroads – effective 6/30/2019  
Nutt, Elaine - Speech Lang Pathologist, LBESLHS/Crossroads – effective 6/30/2019

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#### EXTRA DUTY

##### APPOINTMENTS:

**Laura Barger**-Head Varsity Track Coach-PHS, **Michael Singh**-Asst. Wrestling Coach-PHS,,**Michael Lemos**-Head JV Baseball Coach-LBHS, **Alexandra Barcellos**-Varsity Tennis Coach-Boys-LBHS , **Patrick Fuentes**-Head Varsity Baseball Coach-LBHS, **Deborah Alvarez**-Head Frosh Softball Coach-LBHS, **Gregory Alvarez**-Head Softball Coach-LBHS, **Sandra Baca**-Head Softball Coach – JHS-7<sup>th</sup> Grade-LBJHS, **Brandon Duke**-Asst. Baseball Coach, 7<sup>th</sup> Grade-CJHS, **Jeremy Siemiller**-Varsity Golf Coach, Boys-LBHS, **Ryan Thiercof**-Asst. Basketball, JHS, 8<sup>th</sup> Gr. Boys-CJHS, **Andrew Esko Long**-Varsity Tennis, Boys-PHS, **Steven Pickerell** – Asst. Varsity Basketball Coach-PHS, **James Tomasetti**-Head JV Softball Coach-PHS, **Brittnie Cooksey**-Asst. Track Coach, PHS,**Ruben Hernandez, Jr.**-Asst. Baseball Coach, 8<sup>th</sup> Grade-LBJHS, **Carlos M. Rodriguez**-Head FROSH Baseball Coach-PHS, **David Cardoza**-Asst. Varsity Baseball Coach-50%-LBHS, **Shellbey Cotta**-Asst. Track Coach-HS-LBHS, **Hector Gonzales**-Asst. Track Coach-PHS, **Michael Wilson**-Asst. Varsity Baseball Coach-LBHS, **David Curry**-Asst. Track Coach-PHS, **Manuel Zorra**-Head FROSH Softball Coach-LBHS, **Tyrell Jenkins**-Head JV Baseball Coach – PHS, **Laurence Mitchell**-Asst. Track Coach-PHS, **Daniel Maldonado**-Head FROSH Softball Coach-PHS

#### RESIGNED

None

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

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

**New Hires:**

Delgado, Raymond – CJHS, Custodian (8.0 Hrs)  
Loeza, Cesar – LBHS, Custodian (8.0 Hrs)  
Salvatier, Martin – MA, Maintenance Specialist (8.0 Hrs)  
Torres Jr., Rene – LBE, Custodian (8.0 Hrs)

**Appointments:**

Guzman, Sonia – LEAP, Paraprofessional (2.0 Hrs)

**Promotional:**

Azevedo, Fatima – WUES, Office Assistant (6.0 Hrs)  
Lopez, Sonia – RME, Office Assistant (3.5 Hrs)

**Retired:**

**Termination:**

**Resigned:**

**Leave of Absence:**

Ramirez, Mary – 39 Month Rehire – Effective 1/30/2019

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## 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: February 14, 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	511,571.00	114,290,356.00	61,776,618.98	52,513,737.02	54.05
	FEDERAL REVENUES :	5,487,500.00	4,956,581.00	10,444,081.00	3,170,061.30	7,274,019.70	30.35
	OTHER STATE REVENUES :	15,200,891.00	963,158.00	16,164,049.00	6,461,525.59	9,702,523.41	39.97
	OTHER LOCAL REVENUES :	851,802.00	447,803.00	1,299,605.00	834,425.31	465,179.69	64.20
* TOTAL YEAR TO DATE REVENUES		* * 135,318,978.00 *	6,879,113.00 *	142,198,091.00 *	72,242,631.18 *	69,955,459.82 *	50.80

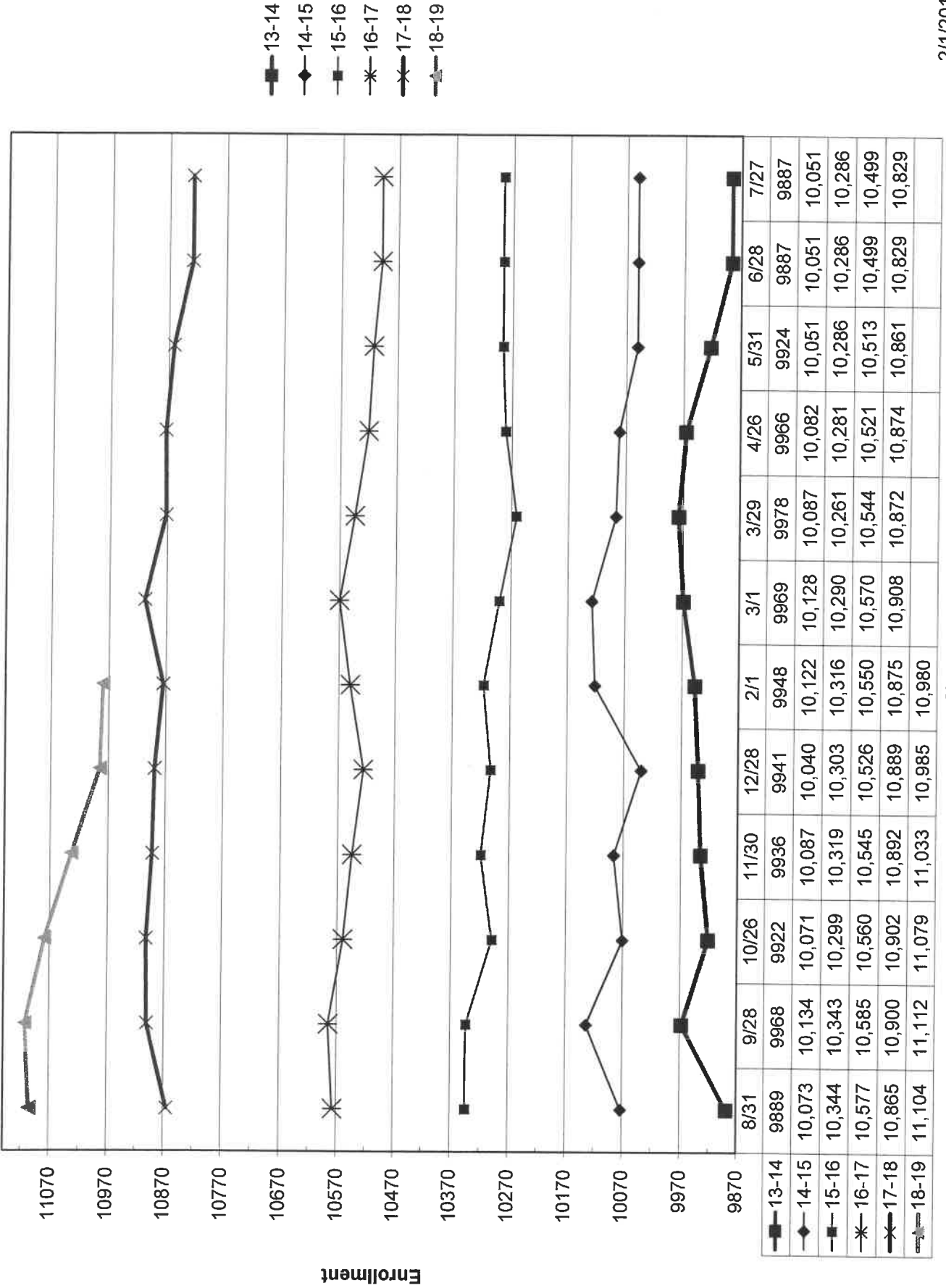
EXPENDITURE DETAIL							
	CERTIFICATED SALARIES :	52,793,069.00	803,018.00	53,596,087.00	29,662,420.04	23,933,666.96	55.34
	CLASSIFIED SALARIES :	17,485,493.00	562,493.00	18,047,986.00	10,751,172.58	7,296,813.42	59.56
	EMPLOYEE BENEFITS :	37,719,861.00	371,369.00	38,091,230.00	18,501,027.57	19,590,202.43	48.57
	BOOKS AND SUPPLIES :	10,575,960.00	3,851,268.33	14,427,228.33	3,046,920.35	11,380,307.98	21.11
	SERVICES, OTHER OPER. EXPENSE:	8,604,900.00	3,614,351.20	12,219,251.20	6,477,959.32	5,741,291.88	53.01
	CAPITAL OUTLAY :	1,912,000.00	1,963,051.00	3,875,051.00	2,865,169.31	1,009,881.69	73.93
	OTHER OUTGOING :	1,730,000.00	11,000.00-	1,719,000.00	833,867.00	885,133.00	48.50
	DIRECT SUPPORT/INDIRECT COSTS:	351,742.00-	37,767.00-	389,509.00-	.00	389,509.00-	0.00
	PRIOR YEAR EXPENDITURE :	987,288.00		987,288.00	616,046.66	371,241.34	62.39
* TOTAL YEAR TO DATE EXPENDITURES		* * 131,456,829.00 *	11,116,783.53 *	142,573,612.53 *	72,754,582.83 *	69,819,029.70 *	51.02

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

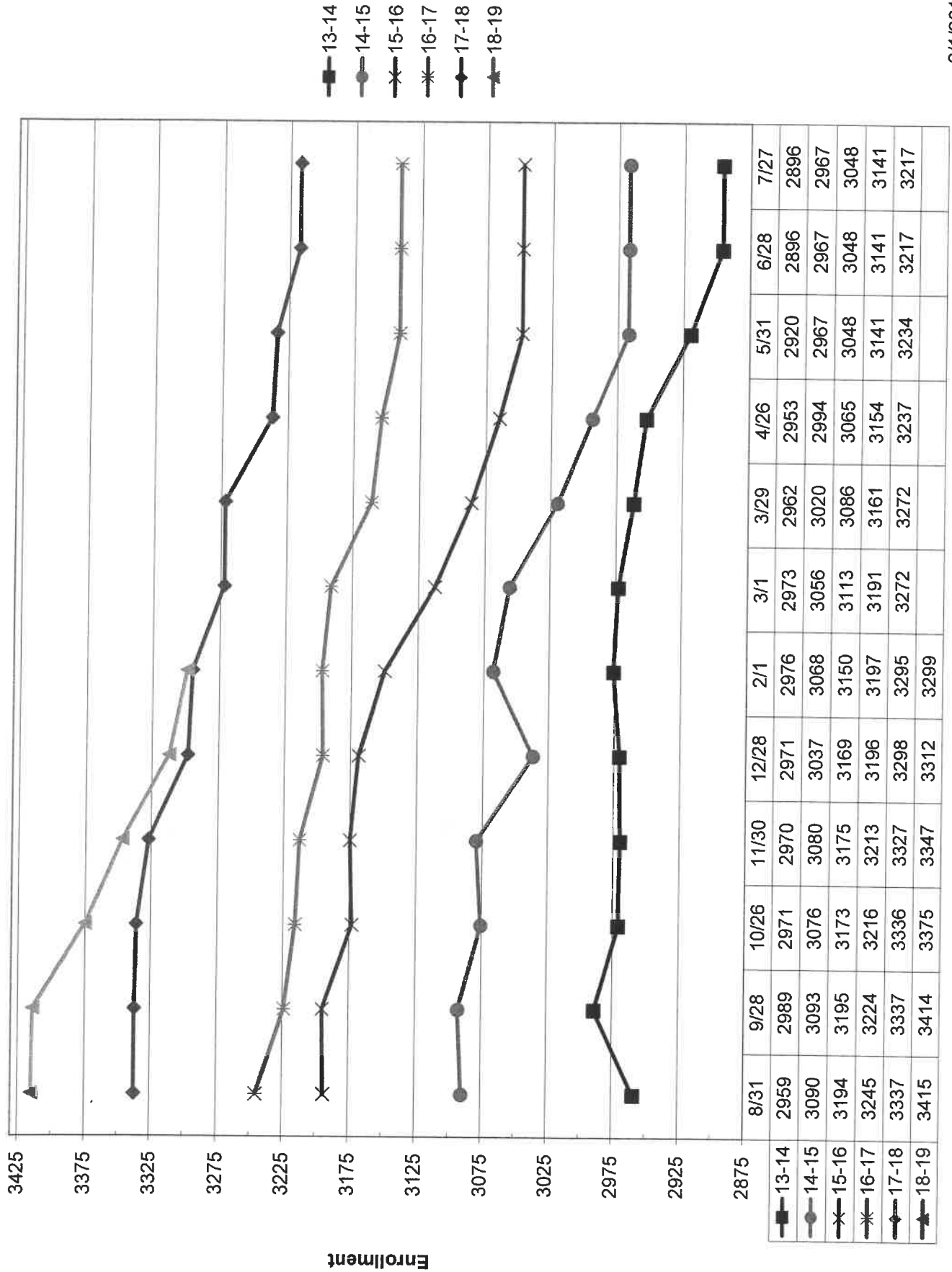
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	21,505,129.16	6,243,804.37-	15,261,324.79
9130	REVOLVING CASH ACCOUNT	25,000.00	200.00	25,200.00
9135	CASH W/ FISCAL AGENT		31.24-	31.24-
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		563,056.00	563,056.00
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9509	ACCOUNTS PAYABLE SET UP		71,261.25-	71,261.25-
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	38,398.56-	34,346.56-
9553	REPAY	996.83-	614.64	382.19-
9554	INSURANCE		846,730.04	846,730.04
9556	MISC DISTRICT VOL-DEDS (1)		5,253.18-	5,253.18-
9563	STRS TAX DEFERRED REPAYMENT		979.40-	979.40-
9564	RETIREE LIABILITY	99,766.31-	11,115.04-	110,881.35-
9567	INSURANCE MISCELLANEOUS		.01	.01
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 *	2,100,815.40 *	17,119,388.76 *
* EXCESS REVENUES/(EXPENDITURES)	**	19,220,204.16 *	2,100,815.40 *	17,119,388.76 *

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	6,879,113.00	142,198,091.00	72,242,631.18	69,955,459.82	50.80
B.	EXPENDITURES	131,456,829.00	11,116,783.53	142,573,612.53	72,754,582.83	69,819,029.70	51.02
C.	EXCESS REVENUES ( EXPENDITURES )	3,862,149.00	4,237,670.53-	375,521.53-	511,951.65-	136,430.12	136.33
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	2,687,670.53-	2,340,521.53-	2,479,690.28-	139,168.75	105.94
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	2,687,670.53-	2,340,521.53-	2,479,690.28-	139,168.75	105.94

# K-12 Enrollment (including SDC) by Month



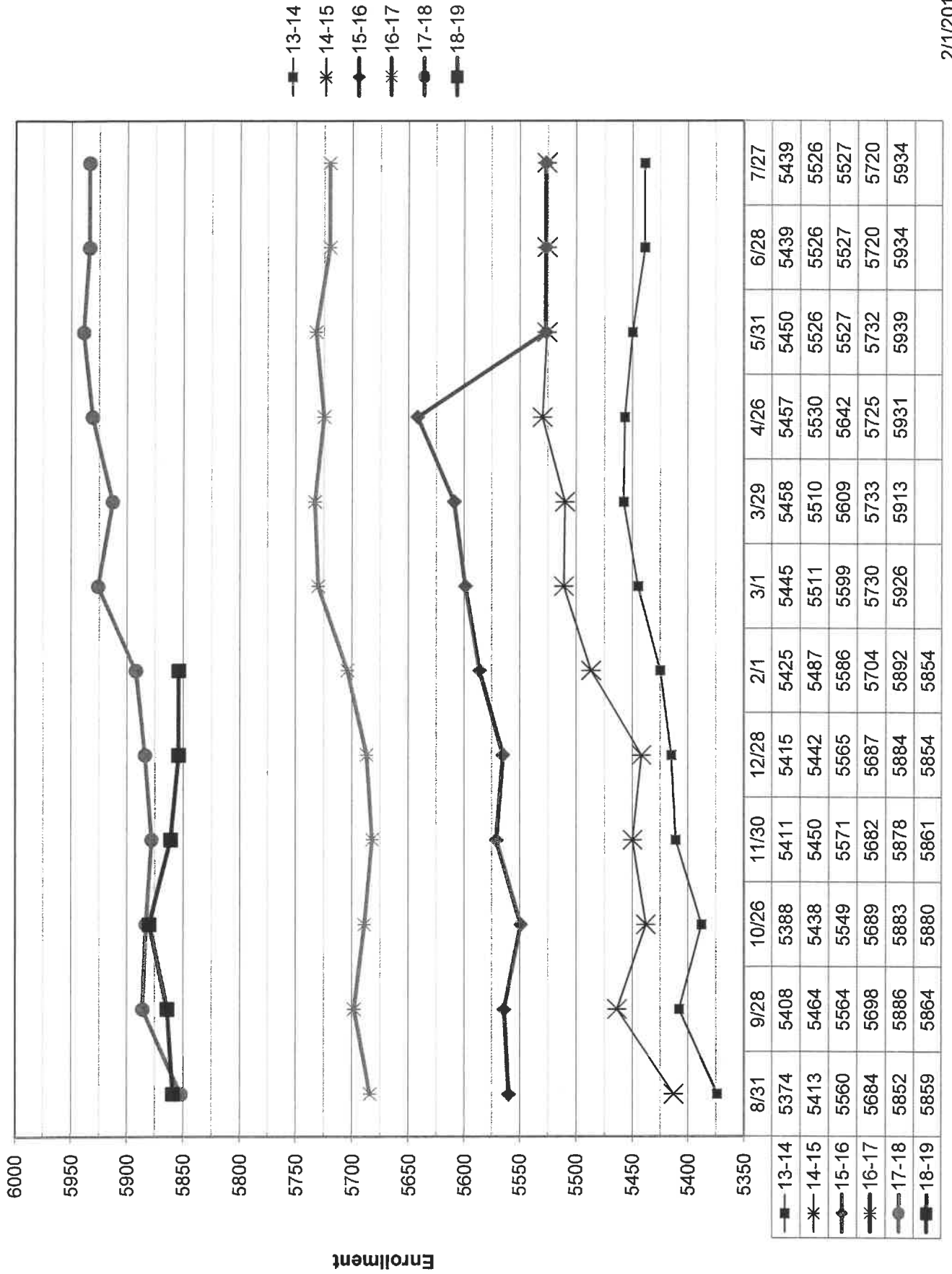
### 9-12 Enrollment (including SDC)







### 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	23.51%	23.51%
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	21.37%	44.88%
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	7.78%	52.67%
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	6.78%	59.45%
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	20.43%	79.88%
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	14.54%	94.42%
JAN		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	18.53%	59.13%	\$73,499.33	5.58%	100.00%
FEB	\$61,428.06	4.18%	30.29%	\$273,114.28	11.91%	44.38%	\$247,502.17	7.22%	66.35%		0.00%	100.00%
MAR	\$111,836.09	7.61%	37.90%	\$165,196.51	7.20%	51.58%	\$66,820.53	1.95%	68.30%		0.00%	100.00%
APR	\$304,266.24	20.71%	58.61%	\$145,515.82	6.35%	57.93%	\$278,641.73	8.12%	76.42%		0.00%	100.00%
MAY	\$436,037.69	29.68%	88.29%	\$787,362.62	34.34%	92.27%	\$549,872.46	16.03%	92.45%		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%		\$1,317,024.87	100.00%	



# Audit Findings & Recommendations

Fiscal Year 2017-18

District Name: Los Banos Unified School District

Audit Report contained 4 Audit Findings

Complete one page per Audit Finding and describe specific corrective action used in resolving audit finding. You will need to provide ALL documentation that supports the specific action taken toward resolving the finding; i.e. copies of amended reports, corrective action plans, etc. If audit finding was not resolved, explain specifically why this audit finding was not resolved.

Audit Finding has been

Resolved/Unresolved: Resolved Five Digit Code: 50000 Page #: 80

Finding Type: Federal Compliance

### Description of Audit Finding

See attached audit finding as published in the audit report (one page attachment).

### CPA's Recommendation

We recommend the District should perform a physical inventory of equipment with a market value of \$500 or more, at least once every two years.

Audit finding was resolved as follows: (please attach backup) # of attachments           

The District has developed a process, has begun to implement it and will continue the implementation going forward.

  
Clerk/Secretary of the Governing Board

1/10/19  
Date

Submit the Audit Findings & Recommendations form by March 15th  
To  
Cecilia Belmontes, MBA, Director, Financial Services (External)  
632 West 13th Street, Merced, CA 95340

LOS BANOS UNIFIED SCHOOL DISTRICT  
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2018

**Section II – Financial Statement Findings**

None Reported.

**Section III – Federal Award Findings and Questioned Costs**

FINDING 2018-001  
Code 50000  
Equipment Management  
U.S. Department of Agriculture passed through  
California Department of Education 10.553, 10.555 Child Nutrition Cluster

**Specific Requirement:** Local Education Agencies shall follow Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) for equipment acquired under Federal awards received from a Federal awarding agency. A physical inventory of equipment must be taken and the results reconciled with the equipment records at least once every two years (2 CFR section 200.313(d) (2)).

**Condition:** The District is not performing a physical inventory of all equipment acquired with Federal funding to be in compliance with Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). It was noted during testing that the physical inventory count was last performed during 2001.

**Questioned Costs:** Unknown.

**Context:** During our test of internal controls over equipment valued between \$500 and \$4,999, we were able to locate all of the items selected for the Child Nutrition Cluster. However, the District was unable to provide records to support a physical inventory count. We discussed the lack of documentation with District personnel and discovered that the physical inventory count was last performed during 2001. This is a repeat finding in the immediately prior year audit, 2017-002.

**Effect:** The District is not performing a physical inventory of equipment at least once every two years to be in compliance with (2 CFR section 200.313(d) (2)).

**Cause:** Unknown.

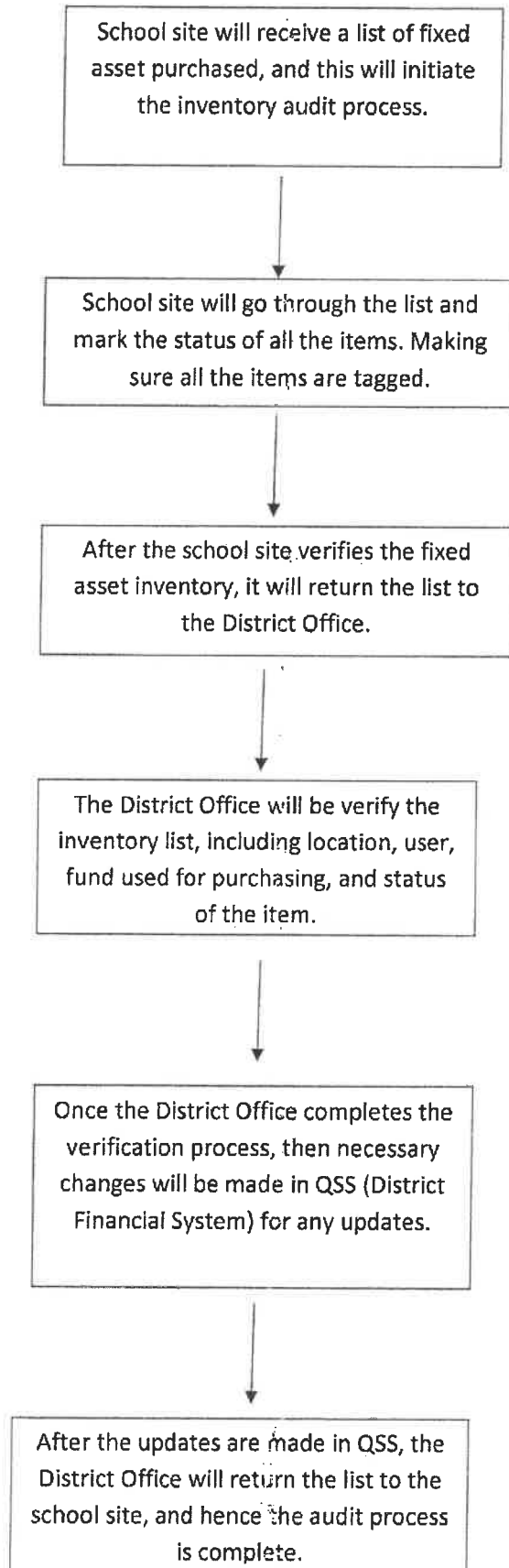
**Recommendation:** The District should perform a physical inventory of equipment with a market value of \$500 or more, at least once every two years.

**District Response:** The District has developed a process, had begun to implement it and will continue the implementation going forward.

**Section IV – State Award Findings and Questioned Costs**

None Reported.

## FIXED ASSET INVENTORY AUDIT FLOW CHART



## Board Reference Material

**SUBJECT TITLE: Request for Board Approval of Comprehensive Safety Plans**

**REQUESTED ACTION:**

Action X \_\_\_\_\_

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

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**RECOMMENDATION:**

It is recommended that the Board approve the Comprehensive Safety Plans submitted for review by the schools of the District during the 2018-19 school year.

**BACKGROUND INFORMATION:**

Board policy 0450, Comprehensive Safety Plan, and Ed Code 32286 and Ed Code 32288, directs the Board to annually review, update and approve each school's Comprehensive Safety Plans by March 1. The Board's approval will ensure compliance with Board policy and state law.

Prior to submitting the plans to the District, each school site council, or School site safety committee, held public meetings inviting feedback from the public and community members.

Each school plan addresses the following areas as required within the Board's policy and by state law:

- Child abuse reporting procedures, Emergency disaster procedures: Evacuation, Lockdown, Bomb threat, Fire, Earthquake
- Adaptations for disabled students,
- Policy pursuant to student discipline offenses,
- Procedures to notify teachers regarding student suspensions,
- Discrimination and harassment policies,
- Procedures for safe entry and exit of school campuses,
- Dress code related to 'gang-related' behavior,
- Safe and Orderly school environment,
- Rules and procedures for school discipline,
- Hate crime reporting procedures,
- Strategies for providing a safe environment,
  - Positive school climate
  - Bullying prevention
  - Curriculum for prevention of violence
  - Parent involvement
  - Prevention of drug and alcohol use per drug-free schools
- Procedures for avoiding hazardous materials,

Each school also submits a plan for conducting safety drills throughout the school year.



Board members are encouraged to view the individual plans to see the thorough planning that school staff has undertaken for the safety of students and staff. Individual plans are available for review at the school sites as well as at the District Office.

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

Goal number 3: Creating and sustaining safe learning and drug free school environments.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

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

None

ORIGINATOR: Dr. Mark Marshall, Superintendent

Date: February 14, 2019

**Board Reference Material**

**SUBJECT TITLE:**        **Student Teacher Agreement**

**REQUESTED ACTION:** Approve

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board approve a Student Teaching Agreement with **The Regents of the University of California, Merced** for the 2018-19 school year.

**BACKGROUND INFORMATION:**

The **The Regents of the University of California, Merced** Education programs are accredited by the National Council for the Accreditation of Teacher Education. Each student teacher is to work under the direct and continuing supervision of a **The Regents of the University of California, Merced** Student Teacher Supervisor and Support Provider who will provide general support at the classroom level.

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

Supports Board Goal #7: Recruit, hire, train and retrain administrative, instructional and classified staff that will provide the best educational environment for the students of Los Banos Unified School District.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

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

None.

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**ORIGINATOR:**        Tammie Calzadillas, Assistant Superintendent of Human Resources  
**Date:**                February 14, 2019

**TEACHER PREPARATION PROGRAM AGREEMENT  
BY AND BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
LOS BANOS UNIFIED SCHOOL DISTRICT**

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

**RECITALS**

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

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

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

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

**WHEREAS**, it is understood and agreed by and between the Parties of this Agreement that they wish to enter into this Agreement in order to ensure the requirements of the California Commission on Teacher Credentialing ("COMMISSION"), will be met and provided to the Teacher Candidates and shall complete their respective responsibilities in connection with this Agreement during its term. Exhibits 1-5 are attached hereto and made a part of this Agreement.

**AGREEMENT**

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

**I. TERM AND TERMINATION**

- A. This Agreement shall become effective as of the date first written above once both PARTIES have executed the Agreement and shall continue in full force and effect through June 30, 2020. The PROGRAM Year shall end in June, with the exact day varying from year to year as determined by the then-current applicable DISTRICT certificated work year calendar.

- B. Notwithstanding anything to the contrary stated in this Agreement, either PARTY may terminate this Agreement for convenience upon thirty (30) days' written notice.

In the event DISTRICT chooses to terminate the Agreement for convenience in accordance with this Article, any Teacher Candidates assigned at DISTRICT schools when DISTRICT gives notice may continue to train until the end of the Teacher Candidates' current UNIVERSITY semester.

- C. This Agreement may be terminated immediately by either PARTY hereto should the other PARTY fail substantially to perform in accordance with the terms hereof through no fault of the terminating PARTY and such failure continues for thirty (30) days after notice thereof is delivered by the non-defaulting PARTY.

## **II. PLACEMENT OF TEACHER CANDIDATES**

- A. DISTRICT and UNIVERSITY shall coordinate the placement process of Teacher Candidates.
- B. DISTRICT will use its best efforts within the constraints of available position openings to place Teacher Candidates in environments to maximize their success (i.e., supportive principal, available peer support, class selection).
- C. DISTRICT reserves the right to make the final determination on any Teacher Candidates' placement by DISTRICT.
- D. Neither UNIVERSITY nor DISTRICT shall discriminate in the selection of, or participation by, any Teacher Candidate pursuant to this Agreement because of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age or disability, or any other protected class within the limits imposed by law and/or DISTRICT policy.

## **III. SUPERVISION OF TEACHER CANDIDATES**

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

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

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

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

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

#### **VI. ROLES AND RESPONSIBILITIES**

- A. DISTRICT and UNIVERSITY agree to adhere to the distribution of Teacher Candidate support and supervision responsibilities.
- B. DISTRICT agrees to provide protected time for DISTRICT Mentor (Cooperating Teacher) to work with Teacher Candidates within the school day. DISTRICT Mentor (Cooperating Teacher) will log all support activities provided for Teacher Candidates.
- C. DISTRICT and UNIVERSITY supervisors will meet together regularly with Teacher Candidates to ensure Teacher Candidates are following the California Teaching Performance

Expectations (TPE's) or other such standards as may be applicable to the specific regular standard credential each Teacher Candidate is seeking to obtain.

- D. UNIVERSITY shall provide orientation and training for the DISTRICT Mentor (Cooperating Teacher) and UNIVERSITY Supervisor (University Mentor).
- E. DISTRICT shall include Teacher Candidates in appropriate DISTRICT support programs and regularly scheduled staff development activities, as appropriate.

#### **VII. PREPARATION TO TEACH ENGLISH LEARNERS**

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

#### **VIII. COMMUNICATION AND COLLABORATION**

DISTRICT and UNIVERSITY shall work collaboratively together to provide the necessary support to the Teacher Candidates to ensure success.

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

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

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

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

- A. DISTRICT is proud to provide healthy, tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by DISTRICT.
- B. UNIVERSITY and UNIVERSITY'S staff shall at all times comply with the provisions and requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.).
- C. UNIVERSITY shall at all times enforce appropriate discipline and good order itself and among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement.

#### **XI. INDEMNIFICATION**

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

#### **XII. INSURANCE**

- A. Each PARTY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
  - i. General Liability, Sexual Abuse Liability, Employer's Liability, Professional Liability and Automobile Liability insurance. General Liability (including broad form property damage and contractual liability) insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Sexual Abuse Liability Insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Employer's Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Professional Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); and automobile liability insurance for owned, hired and non-owned vehicles on a per occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000).
  - ii. Workers' Compensation as required under California State Law.

iii. Such other insurance in such amount which from time to time may be reasonably required by the mutual consent of DISTRICT and UNIVERSITY against other insurable risks relating to the performance of this Agreement.

B. It should be expressly understood, however, that the coverage and limits required under this Article shall not in any way limit the liability of either PARTY.

C. Each PARTY shall further provide for thirty (30) days advance written notice of any modification, change or cancellation of any of the above insurance coverage.

### **XIII. RESPONSIBILITY FOR OWN ACTS**

Each PARTY will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such PARTY, its employees or representatives, in the performance or omission of any act or responsibility of such PARTY under this Agreement. In the event that a claim is made against both PARTIES, it is the intent of both PARTIES to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both PARTIES shall have the right to take any and all actions they believe necessary to protect their interests.

### **XIV. NOTICES**

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

A. If to DISTRICT:

Los Banos Unified School District  
1717 S. Eleventh Street  
Los Banos, CA 93635-4800  
Attn: Human Resources

B. If to UNIVERSITY:

University of California, Merced  
Extension Education Programs  
5200 Lake Rd.  
Merced, CA 95343  
Attn: Procurement Services

### **XV. INDEPENDENT**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between DISTRICT and UNIVERSITY other than that of



independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement.

**XVI. AUTHORIZATION WARRANTY**

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

**XVII. COOPERATION IN DISPOSITION OF CLAIMS**

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

**XVIII. NON-WAIVER**

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

**XIX. SEVERABILITY**

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

**XX. GOVERNING LAW**

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

**XXI. ASSIGNMENT**

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

**XXII. ENTIRE AGREEMENT/AMENDMENTS**

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

**XXIII. COUNTERPARTS**

The PARTIES may execute this Agreement in two or more counterparts, which shall, in the aggregate be signed by all of the PARTIES; each counterpart shall be deemed an original instrument as against any PARTY who has signed it. The PARTIES further agree that signatures sent by electronic mail, in .PDF format, shall be treated as original signatures to this Agreement.

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

**LOS BANOS UNIFIED  
SCHOOL DISTRICT**

**THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA**

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Name (Printed or Typed)

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Digitally signed by Todd A.  
Harris  
Date: 2019.01.17 13:56:18  
-08'00'

**Todd A. Harris**

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Todd Harris

Name (Printed or Typed)

\_\_\_\_\_

Senior Buyer

Title

\_\_\_\_\_

1/17/2019

Date



**AUDIT CONTRACT SCOPE AMENDMENT**

This Amendment is effective as of January 17, 2019. The audit objectives are revised to include the following:

The objective of our audit is the expression of opinions as to whether the schedules of expenditures present fairly the transactions of the 2018 Measure X General Obligation Bonds and that those expenditures are in compliance with the approved ballot measure. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of Los Banos Unified School District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements (schedules of expenditures) are other than unqualified, we will fully discuss the reasons with the District in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the 2018 Measure X General Obligation Bonds and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements (schedules of expenditures) as required by Government Auditing Standards. The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of the audit committee, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

The fees are revised to include the following:

Our fee for these services will be at our standard hourly rates except that we agree that our gross fee, including expenses, for the financial and performance audit of Measure X General Obligation Bond funds will not exceed \$3,500 for 2018-19 and \$3,500 for 2019-20.

This Amendment does not change, waive or extend any of the other provisions of the contract. All rights, obligations and liabilities arising out of the contract are the direct rights, obligations and liabilities of Jeanette L. Garcia & Associates.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed.

AUDIT FIRM:

DISTRICT:

JEANETTE L. GARCIA & ASSOCIATES \

LOS BANOS UNIFIED SCHOOL DISTRICT

By: Jeanette Garcia  
Jeanette L. Garcia, CPA

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

202 East Airport Drive, Suite 160  
San Bernardino, CA 92408

1717 South 11<sup>th</sup> Street  
Los Banos, CA 93635

Date: 1/17/19

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

## Board Reference Material

**SUBJECT TITLE:**            **Agreement: School Services of California**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended the Board approve the attached proposal with School Services of California, Inc. to conduct a financial review for the District.

### **BACKGROUND INFORMATION:**

With impending Bargaining Unit negotiations, District staff wishes to review and confirm the status of District finances. School Services of California has specialized expertise in this area and is well positioned to provide this service.

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

This directly relates to Board Goal #7: Maintain sufficient reserves to insure fiscal stability in the budget year and for the next two projected fiscal years.

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

Other entities do this work, but we have a long standing relationship with School Services and they are highly qualified and equipped to help us in this area.

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

\$14,400 for the period of February 4, 2019 through August 31, 2019, and has been included in the budget.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services  
Date: February 14, 2019



February 4, 2019

Mr. Donald Laursen  
Assistant Superintendent, Administrative Services  
Los Banos Unified School District  
1717 S. 11th Street  
Los Banos, CA 93635

1121 L Street

•

Suite 1060

•

Sacramento

•

California 95814

•

TEL: 916 . 446 . 7517

•

FAX: 916 . 446 . 2011

•

www.sscal.com

Dear Mr. Laursen:

School Services of California, Inc., (SSC) is pleased to provide the Los Banos Unified School District (District) with the following proposal to perform a comprehensive Budget Review.

## The Budget Review

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Our detailed review of the budget involves analyzing each major revenue and expenditure category for the General Fund and ancillary funds (to the extent those funds have a fiscal impact on the General Fund). The review will not be an audit, but is designed to give the District a fair and independent assessment of the current District finances.

The review of revenues and expenditures includes:

- An examination of projected enrollment and average daily attendance
- A review of assumptions used for the Local Control Funding Formula
- Verification of State Budget assumptions for one-time sources and other state and categorical funds
- A review of budget assumptions for federal revenues, interest income, and other local sources
- Verification of budgeted salary and benefit amounts
- A review of budget assumptions for the expenditures of supplies, operational items, and capital outlay
- A review of fund balances and potential sources of funds
- Examination of cash flow projections and adequacy of cash balances
- Telephone interviews as needed with select District Office staff members

We will report the Budget Review findings for each major revenue and expenditure category examined. If certain budget assumptions are found not to be reasonable and the amounts are significant, we will suggest budget revisions be made.

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## The Comparative Analysis

As part of the Budget Review, we will perform a comparative analysis of revenues, expenditures, fund balance reserves, staffing ratios, and teacher salaries and benefits using our statewide databases. The analysis will measure the District's level of funding, expenditures, and staffing, as well as teacher compensation, as compared to school districts of like size and with comparable resources and/or districts in the geographical area.

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## Report and Presentation

Our analysis yields a report in a format suitable for constructive use by the Board, District administration, and staff. The report will include results of the detailed Budget Review, including any recommended budget revisions. Recommendations are tailored to the District's specific needs and characteristics and are focused on appropriate budget controls and fiscal solvency.

Following an evaluation of the documentation provided by the District, a draft report will be prepared and submitted to the Assistant Superintendent, Administrative Services for review and comment. Final recommendations will be included in a final document submitted to the Assistant Superintendent, Administrative Services. Members of our team will be available to present the report at a meeting of the negotiating teams, or at a different meeting as desired by the District.

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## About SSC Staff

Staff for this project will include one to two consultants from SSC. Each portion of the project will be led by a member of our firm with special expertise in the assigned area:

**Debbie Fry**, Director, Management Consulting Services, provides support to school districts, charter schools, county offices, and community college districts in school finance and budgeting, collective bargaining, employer-employee relations, human resources, Special Education, and general consulting. Debbie brings a wealth of experience in the areas of school finance, employment, personnel management, and Special Education. Debbie completed the Fiscal Crisis & Management Assistance Team (FCMAT) CBO Mentor Program, earned her Chief Business Official (CBO) certification from the California Association of School Business Officials (CASBO), and is a certified Administrator of School Finance and Operations from the Association of School Business Officials (ASBO) International. She has served in increasingly responsible fiscal positions in California school districts for more than 20 years and most recently served as

the CBO and Director of Human Resources for the Metropolitan Education District. Debbie graduated from Ashford University with a Master's degree in Business Administration.

**Brianna García**, Director, Management Consulting Services, has worked with school districts to strengthen their organizations by conducting organizational reviews, comparative analyses of school district resources and staffing, facilities reviews, and charter petition reviews. She has provided guidance to school districts as they work through the Local Control and Accountability Plan process and also has extensive experience related to planning and development of public school facilities, including charter schools and Proposition 39. She has more than a decade of professional experience in public K-12 education, has worked as Facilities Development Manager for the Los Angeles Unified School District, and has completed the University of Southern California Rossier School of Education School Business Management Program, earning designation as a certified Chief Business Official. Brianna graduated from the University of Southern California with a Bachelor of Architecture degree, a Master of Planning degree, and a Master of Real Estate Development degree.

**John Gray**, CIA, President, contributes tremendous practical experience to the management consulting team and serves SSC's clients by conducting fiscal health analyses, providing collective bargaining assistance, preparing multiyear financial projections, performing school district efficiency studies, conducting internal control reviews, conducting district office organization reviews, and directing executive search services. Prior to joining SSC, John served as the Director of Fiscal Services for the Fresno Unified School District. Prior to joining Fresno Unified, he served as Audit Supervisor for the Ticor Title Insurance Company and Auditing Officer for Union Bank. He has also performed consulting work for the Fiscal Crisis & Management Assistance Team (FCMAT). John received his Bachelor of Science degree in Accounting from California State University, Fresno, and his Master's degree in Administrative Leadership from Fresno Pacific University.

**Dave Heckler**, Director, Technology and Governmental Relations, provides clients with valuable information on what is happening in the State Capitol regarding legislative and State Budget matters. Dave also shares his expertise in education funding as a consultant to several statewide education coalitions, providing detailed revenue analyses and funding projections for Special Education. Prior to joining SSC, Dave served in the legislative and constituent affairs office for the Secretary of State and represented the Secretary before policy committees. In addition, while working in the Legislature, one of Dave's major accomplishments was successfully working out various changes to the 2005 federal Special Education conformity bill (Assembly Bill 1662 [Chapter 653/2005]). Dave is a graduate of California's public school system and received his Bachelor of Arts degree from San Jose State University.

**Jamie Metcalf**, Director, Management Consulting Services, has a wealth of experience in the areas of school finance, risk management, employment and personnel management, Special



Education, and employee benefits. She has served in increasingly responsible human resource and fiscal positions. Prior to joining SSC, Jamie served as the Chief Business Official at Travis Unified School District and was responsible for all business and finance functions and served as a key member of the district's cabinet. Jamie is a graduate of University of Phoenix with a degree in business administration and marketing. Jamie also completed the University of Southern California Rossier School of Education School Business Management Certificate Program and earned designation as a certified Chief Business Official by the California Association of School Business Officials (CASBO).

**Matt Phillips**, CPA, Director, Management Consulting Services, provides support to school districts for fiscal-related matters including budget reviews, salary schedule analyses, organizational reviews, and negotiations, including factfinding services. He also participates in presenting workshops across the state on a variety of topics including the Local Control and Accountability Plan (LCAP), collective bargaining, district budgeting, and auditing. His background as a Certified Public Accountant, experience working in a school district, and completion of the Fiscal Crisis & Management Assistance Team Chief Business Official (CBO) Mentor Program that resulted in the California Association of School Business Officials (CASBO) CBO certificate provide the foundation for these areas. Matt graduated from California State University, Chico, with a degree in business administration with emphasis in accounting.

**Charlene Quilao**, Assistant Director, Management Consulting Services, provides extensive technical and professional services to local school agencies and community colleges to help them implement and maintain effective and efficient operations. As an integral member of SSC's Management Consulting Services team, Charlene prepares research and data analysis in order to conduct organizational reviews, efficiency studies, comparative analyses of school district resources and staffing, statewide workshops, informative publications, and other client services. She also serves as SSC's liaison to the State Board of Education, monitoring emerging education policy issues and providing this essential information to school districts. Charlene received her Bachelor's degree from San Francisco State University, focusing on social sciences and research and is an American Bar Association Certified Paralegal.

**Suzanne Speck**, Vice President, provides support to school districts, county offices, and community college districts in governance, management, collective bargaining, employer-employee relations, human resources, Special Education, and general consulting. Suzanne is responsible for leadership of SSC's executive search services and brings a wealth of experience in the area of employment, personnel management, strategic planning, and organizational development. She served on the Fiscal Crisis & Management Assistance Team for human resources in South Monterey Joint Union High School District, Compton Community College District, and Inglewood Unified School District. Suzanne has served school districts in California for more than 20 years as a Special Education teacher, principal, and Assistant Superintendent, Human Resources. Suzanne holds a Bachelor's degree in Special Education and Early Childhood

Education from Radford University, Radford, Virginia. She received two credentials and her Master's degree in Education Administration from California State University, Sacramento.

**Kathleen Spencer**, Director, Management Consulting Services, works with school districts, charter schools, county offices of education, and community colleges to implement effective and efficient operations through innovative strategies. She serves educational agencies in strengthening operations and resource management through organizational reviews, shared services and efficiency studies, budget reviews, comparative analyses of school district resources and staffing, total compensation studies, and facilities reviews. She specializes in the impacts of federal health care reform and the demands on employers to provide cost effective and legally compliant benefits. Kathleen also provides negotiations support to local educational agencies (LEA) and has prepared and presented many school district factfinding cases, resulting in positive and improved labor relations for both the LEA and employee group. Kathleen received her Bachelor's degree from California State University, Sacramento, focusing on social sciences and research.

**Sheila G. Vickers**, Vice President, provides support to school districts, county offices, and community college districts in collective bargaining, legislative issues, human resources, information systems, executive search services, fiscal health analyses, and other management consulting services. She is a presenter at statewide workshops on school finance, collective bargaining, human resources, and employee benefits. She has served on Fiscal Crisis & Management Assistance Teams (FCMAT) for human resources and finance, and as a county-appointed fiscal advisor for school districts in financial distress. For 11 years prior to joining SSC, Sheila served in various financial roles in both K-12 public school districts and community colleges. Sheila received her Master's of Business Administration from California State University, Sacramento (CSUS), with emphasis on Management Information Systems. Her Bachelor of Science degree, also from CSUS, is in Business Administration with concentrations in Accounting and Management Information Systems.

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## Anticipated Timelines

The Budget Review will commence at a mutually agreed-upon time. The final report is expected to be completed within six to eight weeks following receipt of the District documents necessary to complete the project.

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## Proposal Costs

We propose to provide the specified support and services for \$14,400, plus expenses related to completion of the project. Expenses are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.

If additional meetings are required that are not described in this proposal (for example, an additional presentation), a charge of \$310 per hour, per consultant will be billed in addition to actual and reasonable expenses. We will submit monthly billings for services associated with the project.

After reviewing the proposal, if you decide the proposed scope should be expanded or contracted, we would be happy to make modifications and provide a revised estimated fee. If the proposal meets with your approval, please sign the appropriate enclosed Agreement for Special Services and return it to our office, whereupon a final executed Agreement will be returned for your records. Our proposal is valid for 60 days from the date of this letter.

We appreciate the confidence you have in our firm and look forward to working with the Los Banos Unified School District on the upcoming project.

Very truly yours,



SHEILA G. VICKERS  
Vice President

Enclosure

**AGREEMENT FOR SPECIAL SERVICES**  
Budget Review

This is an Agreement between the **LOS BANOS UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of February 4, 2019.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding a Budget Review; and

**WHEREAS**, the Consultant is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client by reporting on specified issues and providing a report on findings regarding a Budget Review.
2. The Client agrees to pay the Consultant the amount of \$14,400, plus direct expenses related to the completion of the project.
  - a. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.
  - b. If additional meetings are required that are not described in this proposal (for example, an additional presentation), a charge of \$310 per hour, per consultant will be billed in addition to actual and reasonable expenses. The Consultant will submit monthly billings to the Client for services associated with the project.
3. This Agreement shall be for the period commencing February 4, 2019, and terminating August 31, 2019. It may be terminated at any time prior to August 31, 2019, by either party on thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DONALD LAURSEN  
Assistant Superintendent, Administrative Services  
Los Banos Unified School District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
SHEILA G. VICKERS  
Vice President  
School Services of California, Inc.





GEOTECHNICAL & ENVIRONMENTAL ENGINEERING — CONSTRUCTION TESTING & INSPECTION

December 28, 2018

TES No. MP18-254  
GIR TES No. 170815

**Mr. Donald Laursen**  
**Assistant Superintendent, Administrative Services**

Los Banos Unified School District  
1717 S 11<sup>th</sup> Street  
Los Banos, CA 93635  
Phone: 209-826-3801 ext 1710 voice  
Email: DLaursen@losbanosusd.k12.ca.us

**PROJECT:** Los Banos Elementary School  
South Corner of Place Road and Mission Drive  
Los Banos, CA  
DSA File No. 24-34 DSA App. No. 02-116586

**SUBJECT:** Cost Estimate for Materials Testing and Inspections Services

Mr. Laursen:

In accordance with your request, **TECHNICON Engineering Services, Inc. (TECHNICON)** is pleased to provide you with this cost estimate for testing for the above referenced project. We will do our best to keep the testing cost to a minimum. This estimate is based on the preliminary construction schedule, which is subject to change.

<b>Los Banos Elementary School South Corner of Place Rd. and Mission Dr. Los Banos, CA DSA File No. 24-34 DSA App. No. 02-116586</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Unit Cost</b>
<b>Earthwork</b>			
Compaction Testing Soils	4/Hour	\$94/Hour	\$376
Compaction Testing Trenches	40/Hour	\$94/Hour	\$3,760
Compaction Testing Building Pad	40/Hour	\$94/Hour	\$3,760
Compaction Testing Subgrade	16/Hour	\$94/Hour	\$1,504
Compaction Testing Aggregate Base	16/Hour	\$94/Hour	\$1,504
Fill Placement Observation	24/Hour	\$94/Hour	\$2,256
Sample Pickup	4/Hour	\$84/Hour	\$336
Soils Compaction Re-Testing	4/Hour	\$94/Hour	\$376
MD/OM Curves ASTM D1557	4/Each	\$195/Each	\$780
MD/OM Curves CAL 216	2/Each	\$205/Each	\$410
R-Value	2/Each	\$240/Each	\$480
Fill Suitability (excludes DTSC)	2/Each	\$625/Each	\$1,250
<b>Subtotal for Earthwork</b>			<b>\$16,792</b>

CORPORATE OFFICE — 4539 N. Brawley Avenue #108, Fresno, CA 93722 — P 559.276.9311 — F 559.276.9344

VISALIA OFFICE — P.O. Box 4093, Visalia, CA 93278 — P 559.732.0200

MERCED OFFICE — 2345 Jetway Drive, Atwater, CA 95301 — P 209.384.9300 — F 209.384.0891

www.technicon.net

<b>Structural Concrete</b>			
Sample Concrete	72/Hour	\$94/Hour	\$36,768
Mix Design Review	4/Each	\$263/Each	\$1,052
Concrete Sample Pickup	18/Hour	\$84/Hour	\$1,512
Concrete Compression Strength Tests (Set of 4)	24/Set	\$100/Set	\$2,400
Batch Plant Inspection	36/Hour	\$84/Hour	\$3,024
<b>Subtotal for Structural Concrete</b>			<b>\$14,756</b>
<b>Structural Steel</b>			
Shop Welding	112/Hour	\$100/Hour	\$11,200
Field Welding	88/Hour	\$100/Hour	\$8,800
Mag Particle Testing	8/Hour	\$105/Hour	\$840
Liquid Penetrant Testing	8/Hour	\$105/Hour	\$840
Ultrasonic Testing	8/Hour	\$105/Hour	\$840
Material Identification	8/Hour	\$100/Hour	\$800
Reinforcing Steel Sample & Tagging	16/Hour	\$95/Hour	\$1,520
Tension Test Steel #2-#8	4/Each	\$75/Each	\$300
Bend Test Reinforcing Steel #2-#8	4/Each	\$70/Each	\$280
<b>Subtotal for Structural Steel</b>			<b>\$25,420</b>
<b>Masonry</b>			
Coring On-Site Two (2) Man Crew	2/Hour	\$250/Hour	\$500
Coring Off-Site Two (2) Man Crew	2/Hour	\$200/Hour	\$400
Bit Charge	10/Inch	\$10/Inch	\$100
Sample Pickup	8/Hour	\$84/Hour	\$672
Grout Sample Testing	4/Hour	\$94/Hour	\$376
Mortar Sample Testing	12/Hour	\$94/Hour	\$1,128
Grout Compression Test	4/Each	\$40/Each	\$160
Mortar Compression Tests	12/Each	\$30/Each	\$360
Core Compression Test	2/Each	\$75/Each	\$150
Masonry Block Compression	4/Each	\$75/Each	\$300
Masonry Shear	2/Each	\$70/Each	\$140
Masonry/Grout Inspection	40/Hour	\$100/Hour	\$4,000
<b>Subtotal for Masonry</b>			<b>\$8,286</b>
<b>Report Preparation</b>			
Registered Geotechnical Engineer	4/Hour	\$224/Hour	\$896
Registered Civil Engineer	8/Hour	\$184/Hour	\$1,472
Project Management	12/Hour	\$126/Hour	\$1,512
Administrative Staff	16/Hour	\$80/Hour	\$1,280
Drafting	4/Hour	\$80/Hour	\$320
<b>Subtotal for Report Preparation</b>			<b>\$5,488</b>
<b>Travel</b>			
Fuel Surcharge	60/Trips	\$25/Per Trip	\$1,500
<b>Subtotal for Travel</b>			<b>\$1,500</b>



<b>Final Reports</b>			
Final Soils	1/LS	\$370/LS	\$370
Final Structural	1/LS	\$370/LS	\$370
<b>Subtotal for Final Reports</b>			<b>\$740</b>
<b>ESTIMATED TOTAL OF CONSTRUCTION TESTING AND INSPECTION</b>			<b>\$72,974</b>

**ALTERNATE #1**

<b>Moisture Testing</b>			
Moisture Testing Soils	12/Each	\$140/Each	\$1,680
Moisture Testing Kit - RH	12/Each	\$95/Each	\$1,140
Moisture Test Kit	12/Each	\$35/Each	\$420
Field Technician	24/Hour	\$94/Hour	\$2,256
<b>Subtotal for Moisture Testing</b>			<b>\$5,496</b>

**ALTERNATE #2**

<b>Asphalt</b>			
Asphalt Placement Observation	12/Hour	\$94/Hour	\$1,128
Asphalt Density Testing	8/Hour	\$94/Hour	\$752
Asphalt Maximum Density – Hveem w/o Stability	2/Each	\$240/Each	\$480
<b>Subtotal for Asphalt</b>			<b>\$2,360</b>

**ALTERNATE #3**

<b>Floor Flatness</b>			
Concrete Floor Flatness Determination	8/Hour	\$184/Hour	\$1,472
<b>Subtotal for Floor Flatness</b>			<b>\$1,472</b>

<b>Rates (additional charges)</b>	
Overtime @ 1.5 x \$100.00 (If required after 8 hours and Saturdays)	\$150.00/Hour
Overtime @ 1.5 x \$94.00 (If required after 8 hours and Saturdays)	\$141.00/Hour
Double time @ 2 x \$100.00 (If required after 12 hours, Sundays and Holidays)	\$200.00/Hour
Double time @ 2 x \$94.00 (If required after 12 hours, Sundays and Holidays)	\$188.00/Hour
Mileage (\$0.85 per mile charged outside of a 10 mile radius)	\$0.85

## CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Our technicians and inspectors will attempt, wherever possible, to combine observation and testing during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the time spent and service performed, and may be greater or less than the estimated amounts.

Fees are predicated upon our understanding that this project **is subject to California Prevailing Wage Law (i.e. certified payroll)**, and are based upon straight-time rates. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Saturdays, night work, and premium hours (before 7 a.m., after 3 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. **TECHNICON** will notify the DSA project inspector for authorization to perform our service on overtime. Field services for regular work days are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time and 2-hour increments, M-F 7 a.m. to 3 p.m. with a minimum of 48 hour schedule notice and a 4 hour cancellation notice. Time is accumulated on a portal to portal basis.

Routine project supervision by an engineer has been included in the above quotation. However, please note that the above quotation does not include charges for weekly site meetings, plan reviews, site visits to address unforeseen problem areas, or other such services. Fees for such services will be charged at the fee schedule rates in effect at the time of the services request.

Charges for reinspection due to failing results, or when testing or inspection is requested but the contractor is not ready and does not cancel scheduled work are also not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for backcharging contractors.

**Client agrees to pay for the described services in accordance with the compensation provisions in the cost estimate. Unless otherwise specified in the cost estimate, payment to Consultant will be made within 30 days of the date of billing. Our unit cost was based on work being conducted locally. Should portions of the work be subcontracted to out-of town subcontractors, additional incurred costs will be charged accordingly.**

\*Rates are subject to change due to changes in Prevailing Wage Law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any addition aspect of the project, the Client agrees to pay **TECHNICON Engineering Services, Inc.** (Consultant) any and all additional compensation necessary to adjust Consultant's Wage, to pay any penalties that may be levied against Consultant due to alleged compliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to Prevailing Wage is determined not to be subject to prevailing Wage, no refund of fees will be given.

Respectfully  
**TECHNICON Engineering Services, Inc.**

Darren G. Williams, RCE  
Principal



Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CONSULTING CONTRACT TERMS AND CONDITIONS (REV 1/2018)

Page 1 of 2

### I SCOPE

Consultant (*TECHNICON*) agrees to perform the services described in the proposal which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. The proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties.

### II COMPENSATION

Client agrees to pay for the described services in accordance with the compensation provisions in the proposal. Unless otherwise specified in the proposal, payment to Consultant will be made within 30 days of the date of billing; interest on the unpaid balance will accrue beginning on the 31st day at that rate of 2 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. Client agrees that periodic billings from Consultant to client are correct, conclusive, and binding on client unless Client, within ten (10) calendar days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work in accordance with the project fee schedule.

### III RESPONSIBILITY

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

### IV SCOPE OF CLIENT SERVICES

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

### V INDEMNIFICATION

Consultant agrees to indemnify, and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

CONSULTING  
CONTRACT TERMS AND CONDITIONS (REV 1/2018)

Page 2 of 2

VI SUBCONTRACTS

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

VII ASSIGNMENT

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

VIII INTEGRATION

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

IX JURISDICTION

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X PROJECT DELAY

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

XI SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XL.

XII TERMINATION OF WORK

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

XIII ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.





January 14, 2019

Mr. Donald Laursen  
Assistant Superintendent, Administrative Services  
Los Banos Unified School District  
1717 S 11th St  
Los Banos, CA 93635-4800

Subject: Building 600 Classroom Addition – Los Banos Unified School District  
Commissioning Authority Services Proposal

Dear Mr. Laursen,

The intentions of Commissioning is to document and verify the project’s energy-related systems are installed and tested to perform according to the Owner’s Project Requirements (OPR), Basis of Design (BOD), and construction documents that spans the entire design and construction process.

We propose to provide Commissioning Authority services to comply Section 120 of the 2016 California Energy Code, and Section 5.410.2 of the 2016 CalGreen that were put into effect on January 1, 2016. It is required on all new non-residential buildings with conditioned spaces of 10,000 ft<sup>2</sup> or more. The new Building 600 Classroom Addition at the new Elementary School for Los Banos Unified School District is approximately 10,770 ft<sup>2</sup> of conditioned non-residential space. The commissioning process activities shall include the following energy-related systems: HVAC and Associated Controls, Lighting and Daylighting Controls, and Domestic Hot Water Systems.

At your request, we have reviewed the information provided to us and offer the following to meet code compliance:

- Assist in developing the Owner’s Project Requirements for HVAC, lighting, and domestic hot water systems.
- Assist designers in creation of the Basis of Design.
- Review design drawings and complete the design review checklist to ensure adherence with OPR and BOD.
- Provide and coordinate commissioning specifications.
- Develop the Commissioning Plan based on the OPR, BOD, and the construction documents.
- Work with contractors to create functional tests for contractors to perform per system.
- Conduct commissioning meetings with construction team as necessary.
- Compile contractor reports and functional test results for review/integration into the Final Commissioning Report.
- Document fulfillment of maintenance and operation training.
- Provide specifications as needed for contractor education of commissioning process.
- Conduct site visits to witness functional testing by contractors.
- Provide a Final commissioning Report in PDF only.

For these services, we ask for a fee of \$12,000.

Sincerely,  
LAWRENCE ENGINEERING GROUP

Signature for Consultant

Muey Tarvin  
Commissioning Agent

Signature for Client

Donald Laursen  
Los Banos Unified School District

Date

## Board Reference Material

**SUBJECT TITLE:**     **Expulsion Services Agreement**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the agreement with Ton Neeb for expulsion services.

**BACKGROUND INFORMATION:**

Mr. Neeb has agreed to continue his support and coordination of the District expulsion process for another year. Mr. Neeb is working under Ed Code Section 35046 which allows the District to hire retired certificated employees to serve as consultants when the employees meet the eligibility of the code section.

**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):**

57 days of contract time, equal to \$39,500.76 a year.

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ORIGINATOR: Mark Marshall, Ed.D. Superintendent

Date: February 14, 2019



## POST-RETIREMENT CONSULTANT AGREEMENT

This Agreement is hereby entered into between the Los Banos Unified School District and Tom Neeb, Consultant, with respect to the following:

WHEREAS, Education Code section 35046 allows the District to hire retired certificated employees to serve as consultants when the employees meet the eligibility requirements of the code section; and

WHEREAS, Consultant is a retired District employee who possesses special skills and training and meets the eligibility requirements of Education Code section 35046; and

WHEREAS, the District wishes to employ Consultant to perform the services more specifically described below:

NOW, THEREFORE, the parties agree as follows:

1. Services to Be Provided by Consultant. Consultant shall work full or partial days during the 2019-2020 school year and serve in the capacity as Consultant. The number of days will be determined by mutual agreement, but in no event shall exceed seventy-five percent of the number of days of the 2019-2020 school year.
2. Term. Consultant shall provide the services under this Agreement for the 2019-2020 school year. For the purpose of this agreement, the last day of the 2019-2020 school year is June 30, 2020.
3. Compensation. District agrees to pay Consultant \$3,291.73 per month (\$39,500.76 annually), less applicable taxes and deductions, as compensation for services under this Agreement. Consultant shall be subject to the maximum annual earnings limitation as provided for in section 24214 of the California Education Code. Salary warrants shall be issued monthly upon written verification by Consultant of the days worked.
4. Expense Reimbursement. The District shall reimburse Consultant for actual and necessary travel and business expenses incurred when Consultant is required to travel outside of Merced County in order to provide the services under this Agreement, so long as such expenses

are permitted by District policy or incurred with prior approval of the Board. Prior to the Board's authorization of any reimbursement request, the Consultant shall submit a written expense claim supported by appropriate documentation verifying that the claimed expenses are properly reimbursable pursuant to this paragraph.

5. Materials. The District shall furnish Consultant all materials, equipment and supplies and other items necessary to complete the services under this Agreement.

6. Meetings/Staff Development. In fulfilling the requirements of this Agreement, Consultant shall attend meetings as deemed necessary by District personnel.

7. Files/Confidential Information. It is understood that Consultant may have access to District's files, records, and confidential information in the performance of services herein, including, but not limited to, confidential student records. Consultant agrees to maintain any confidential information in strict confidence as per any and all privacy laws. Consultant agrees that all files, records, and information so accessed is the sole property of the District and that Consultant shall promptly return the same to the District upon termination of this Agreement.

8. Termination. Either party may terminate this Agreement for any reason upon 90 days written notice. In the event of early termination, Consultant shall be paid for satisfactory work performed up to the date of termination.

9. Assignment. Neither party hereto may assign this Agreement in whole or in part except with the written permission of the other party.

10. Hold Harmless. Consultant hereby agrees to hold harmless the District, its officers, employees, and agents for any and all penalties, fines and/or adjustments to Consultant's State Teachers' Retirement System regular retirement payments, and any other penalties or fines assessed by any other governmental agency, including federal, state and/or local taxing authorities or agencies, in the event Consultant's earnings exceed the maximum allowable earnings as contained in section 24214 of the Education Code. The District agrees to pay the costs of consultant's health benefits.

11. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes any prior or contemporaneous agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

12. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

13. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California.

14. Successors and Assigns. All terms, conditions and provision of this Agreement shall inure to and shall bind the parties hereto and each of their respective heirs, executors, administrators, successors and assigns.

15. Governing Board Ratification. The parties understand and agree that this Agreement is subject to ratification by the District's Governing Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Superintendent or Designee

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Consultant



# *KD Anderson & Associates, Inc.*

Transportation Engineers

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November 26, 2018

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

**RE: PROPOSAL TO PROVIDE ENGINEERING CONSULTANT SERVICES RELATING TO PS&E FOR PLACE ROAD / B STREET INTERSECTION IMPROVEMENTS, LOS BANOS, CALIFORNIA.**

Dear Dr. Marshall:

This letter will serve as **KD Anderson & Associates** proposal to prepare Construction Plans, Specifications and Cost Estimates (PS&E) for improvements to the Place Road / B Street intersection in Los Banos. In general the objectives of the planned improvements include creation of new turn lanes at the intersection and installation of a traffic signal.

**OVERALL APPROACH.** We are familiar with the "constraints" that appear to exist to satisfying the City of Los Banos' goal of separate right turn lanes on each intersection approach in addition to installing a traffic signal. As a result, our work program includes an initial "project" development phase as well as subsequent preparation of construction plans specifications and cost estimates.

We have included **Benchmark Engineering** on our team to lead the intersection design work. Benchmark has been involved in several projects in eastern Los Banos, works with the City regularly and is the engineer for the pending subdivision on the southeast corner of the intersection. Their work has included topographic surveys of the intersection which we expect will be adequate for our work as well.

Initially we will work with City staff to identify an acceptable design that meets the needs of the City, is within budget expectation and can be constructed under your schedule. This work will include development of an initial engineered intersection design that works within identified constrains of right of way and adjoining canal crossing, a meeting with City staff to work through the concept and preparation of a subsequent final design layout for City approval. An updated rough construction cost will be identified at that time.

Once the intersection design concept is settled, our work includes preparation of roadway construction plans and design details, traffic signal electrical plans and details, signing and striping plans. The plan sheets would be consistent with current City requirements. We will also provide construction specifications that are consistent with City standards, and a final cost estimate will be prepared.

Our work will be provided to your office electronically for submittal and processing through the City of Los Banos. We can assist in the submittal / approval process, but our proposal assumes that your office would make the initial submittal to the City and pay any required plan check fees. We will then revise the plans as needed in response to City comments.

KD Anderson & Associates and Benchmark Engineering propose to complete the following Work Program, including these tasks:

3853 Taylor Road, Suite G • Loomis, CA 95650 • (916) 660-1555 • FAX (916)660-1535

## **PHASE 1 – PROJECT DEVELOPMENT**

The layout of the intersection and traffic signal needs to be determined and confirmed with City staff before proceeding to construction documents.

**Task 1.1 Prepare Preliminary Plan.** We will prepare an engineered preliminary layout of the B Street / Place Road intersection depicting the horizontal alignment of curb, gutter and curb returns meeting City stated goals. We will incorporate the topographic survey previously performed by Benchmark Engineering, and guidance regarding City design requirements for turn lane lengths and widths determined during review of the Place Road ES project.

**Task 1.2 Consultation with City of Los Banos.** We will meet once with City staff to review the preliminary plan and discuss design issues, including but not limited to the relationship between road improvements and adjoining canal crossing headwall and right of way limitations on the north side of the intersection. We will identify potential solutions that would remain within the original project budget.

**Task 1.3 Finalize Conceptual Drawing.** We will finalize the intersection layout in response to Task 1.2 and prepare a final layout for submittal and approval by the City.

## **PHASE 2 – CONSTRUCTION DOCUMENTS**

We will expand upon the design layout approved under Phase 1 to produce construction documents.

**Task 2.1 Roadway Construction Plans.** We will design scaled horizontal and vertical grade for intersection widening as determined from Phase 1 and produce construction plans of applicable scale.

**Task 2.2 Signing & Striping Plans.** We will provide signing and striping plans referenced to the Caltrans Highway Design Manual (HDM).

**Task 2.3 Construction Traffic Signal Plan.** We will prepare a 1" = 20' scale plan sheet for the new traffic signal system. This work will include all elements needed to make the traffic signal system complete and operable, including traffic signal standards, intersection lighting, detector loops, conduit, emergency vehicle equipment, electrical service and controller cabinets. The plan for traffic signals will indicate those features required by the City in a manner consistent with their drafting standards.

**Task 2.4 Prepare Special Provisions and Estimates.** Special Provisions / Specifications and Cost Estimates will be provided. We would expect to make use of City Standard Special Provisions to supplement their Standard Specifications.

**Task 2.5 Cost Estimate.** We will prepare an itemized construction cost estimate.

**Task 2.6 Response to Comments / Corrections.** The plans and specifications will be provided to the City for their review and comment. We will revise the plans as needed in response to City review comments. Required revisions will be completed within two weeks of receiving comments. Final stamped plans will be provided.

## **PHASE 3 – CONSTRUCTION SUPPORT**

**Task 3.1 Construction Coordination.** We will be available to answer any questions raised during the bid process and to respond to Requests For Information (RFI) during construction. We will also review contractor equipment submittals for conformance with plans and specifications.

*KDA*

**Task 3.2 Storm Water Pollution Prevention Plan (SWPPP).** We will prepare a SWPPP plan for the project.

**EXCLUSIONS.** We have excluded work that may not be needed or which cannot be fully scoped at this time until preliminary design is completed. For example, it may be necessary to modify the Place Road canal crossing although our goal is to avoid this work. Since the limits of any reconstruction are unknown until preliminary design is undertaken, this proposal excludes work related to design of reconstruction of the adjoining canal crossing if it is determined to be required by the City. This work if required, would increase our costs and would require a contract amendment.

Similarly, except as noted in the work program above, our work does not include additional services following preparation of final construction PS&E. We will not be responsible for selecting a contractor, for preparing bid documents or bidding the work, or for construction inspection. We will not be involved in right of way / easement identification or acquisition. Again, if such services are determined to be necessary a contract amendment would be required.

**BUDGET.** We propose to complete Phases 1-3 for a fee of \$46,650. This work will be billed monthly based upon percent completion.

PLACE ROAD / B STREET INTERSECTION IMPROVEMENTS BUDGET				
Phase	Description	KDA	Benchmark Engineering	Total
1	Project Development	\$3,500	\$6,870	\$10,370
2	Construction Documents	\$12,000	\$19,230	\$31,230
3	Construction Support	\$1,200	\$3,850	\$5,050
	<b>Total</b>	<b>\$16,700.00</b>	<b>\$29,950.00</b>	<b>\$46,650.00</b>

**TIME FRAME.** We can begin immediately upon receipt of authorization to proceed. We anticipate that Phase 1 work can be completed within 8 weeks. Construction Documents would be prepared for first submittal to the City within twelve (12) weeks of City approval of the intersection layout.

Thank you for this opportunity to provide you with our services. This proposal is valid for 60 days. Please feel free to contact me, or in my absence Project Manager Mike Becker, if you have any questions or need additional information.

Sincerely,

**KD Anderson & Associates, Inc.**



Kenneth D. Anderson, P.E., President





**PROFESSIONAL SERVICES AGREEMENT- AMENDMENT NO. 1**

This Amendment is intended to modify the Scope of Services and associated fees for Los Banos Elementary School Project, Lane Engineers' Project Number 17283. All conditions and scope of services of the original Agreement dated September 21, 2017 shall remain in effect, unless specifically modified herein.

Date: December 19, 2018  
Client: Los Banos Unified School District  
Project: New Los Banos Elementary School  
Lane Project No. 17283  
Location: NW Corner of Place Road & E. "B" St.  
Los Banos, CA

**SCOPE OF ADDITIONAL SERVICES**

The additional fee noted below includes services for the following items:

- 1) Stormwater Pollution Prevention Plan, SWPPP Design:
  - Preparation of the SWPPP to comply with California's General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ.
  - Uploading of the prepared SWPPP documents to the State's Storm Water Multiple Application and Report Tracking System (SMARTS).
  - Assist Owner/Developer in setting up his account on the State's SMART system.
  - The fee for this service includes 1 set of completed hard copy SWPPP documents being provided to the client. Additional copies will be billed to the client according to the current fee schedule.
  - The fee associated with this service assumes that the project will be a Risk Level 1 or Risk Level 2. If the project falls into the Risk Level 3 category the fee for this service item shall be re-negotiated.

Note: Upon completion of the bidding process and commencement of construction all obligations for SWPPP implementation, record keeping, filing annual report, reporting violations and filing Notice of Termination (NOT) will become the responsibility of the General Contractor. The contractor will be responsible for meeting the maintenance and record keeping requirements of the General Permit or will be responsible for engaging the services of a Qualified SWPPP Practitioner to provide these services.

- 2) SWPPP Construction Revisions:
  - Any revisions that must be completed by Lane Engineers, Inc. to the SWPPP documents that are requested by the Owner/Developer or contractor during construction.
  - Assistance with filing the Notice of Termination at the end of the project as necessary.

**FEE(S)**

SWPPP Design [Item 1].....	\$4,100.00
SWPPP Construction Revisions [Item 2].....	Hourly
The Original Contract Sum was.....	\$27,950.00
Net Change by Previous Change Orders.....	\$0.00
The Contract Sum will be increased by this Change Order.....	<u>\$4,100.00</u>
The New Contract Sum including this Change Order will be.....	<u>\$32,050.00</u>

**Special Notes**

Items Excluded:

- SWPPP Implementation, Record Keeping During Construction, Filing Annual Report, Violations and Notice of Termination
- Dust Control Plan & Implementation During Construction
- SJVAPCD's Indirect Source Review Rule 9510
- Completing Air Pollution Control District Construction Notification Form
- Agency Fees or application fees (i.e. City, County, etc.)
- Copies and Prints, except for internal office use
- Any work not specifically included in the scope of services

**Approved by:**

Lane Engineers, Inc.

Los Banos Unified School District

By: DocuSigned by:  
*Aaron Oliver*  
 \_\_\_\_\_  
 Aaron Oliver, Vice President of Civil  
 Engineering  
 Name & Title

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Name & Title

Date: 12/20/2018 \_\_\_\_\_

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

**LANE ENGINEERS, INC.**

Civil • Structural • Surveying  
 979 North Blackstone Street  
 P.O. Box 1059  
 Tulare, CA 93275-1059  
 Phone: (559) 688-5263 / Fax: (559) 688-8893

**PREVAILING WAGE FEE SCHEDULE  
 HOURLY RATES EFFECTIVE JANUARY 1, 2019**

**COURT APPEARANCE, DEPOSITIONS AND EXPERT TESTIMONY**

Registered Engineer or Licensed Land Surveyor ..... \$ 347.00

**CIVIL ENGINEERING**

Principal Civil Engineer ..... \$ 182.00  
 Senior Civil Engineer ..... \$ 169.00  
 Associate Civil Engineer ..... \$ 148.00  
 Civil Engineer ..... \$ 135.00

**LAND SURVEYING**

Principal Land Surveyor ..... \$ 169.00  
 Senior Land Surveyor ..... \$ 148.00  
 Associate Land Surveyor ..... \$ 134.00  
 Land Surveyor ..... \$ 122.00

**STRUCTURAL ENGINEERING**

Principal Structural Engineer ..... \$ 187.00  
 Senior Structural Engineer ..... \$ 169.00  
 Associate Structural Engineer ..... \$ 152.00  
 Structural Engineer ..... \$ 140.00

**SUPPORT SERVICES**

Assistant Engineer / Surveyor III ..... \$ 120.00  
 Assistant Engineer / Surveyor II ..... \$ 109.00  
 Assistant Engineer / Surveyor I ..... \$ 97.00  
 Engineering / Surveying Technician III ..... \$ 109.00  
 Engineering / Surveying Technician II ..... \$ 102.00  
 Engineering / Surveying Technician I ..... \$ 91.00  
 2-Man Survey Crew (Travel Rate) ..... \$ 215.00  
 3-Man Survey Crew (Travel Rate) ..... \$ 262.00  
 2-Man Survey Crew ..... \$ 331.00  
 3-Man Survey Crew ..... \$ 376.00  
 1-Man GPS Survey Crew w/ 1 Rover ..... \$ 227.00  
 2-Man GPS Survey Crew w/ 1 Rover ..... \$ 379.00  
 2-Man 3D Scan Survey Crew\* ..... \$ 437.00  
 Construction and/or Building Inspector ..... \$ 192.00  
 Clerical ..... \$ 82.00

**REIMBURSABLES**

20lb B&W Bond Prints (24" x 36"; 18" x 26") ..... \$ 1.85/per sheet (plus tax)  
 20lb Color Bond Prints (24" x 36"; 18" x 26") ..... \$ 3.35/per sheet (plus tax)  
 20lb B&W Bond Prints (30" x 42") ..... \$ 3.05/per sheet (plus tax)  
 20lb Color Bond Prints (30" x 42") ..... \$ 4.85/per sheet (plus tax)  
 Vellum B&W Prints (24" x 36"; 18" x 26") ..... \$ 5.85/per sheet (plus tax)  
 Vellum B&W Prints (30" x 42") ..... \$ 7.10/per sheet (plus tax)  
 Mylar B&W Prints (18 x 26) ..... \$ 8.85/per sheet (plus tax)  
 Mylar B&W Prints (24 x 36) ..... \$ 9.85/per sheet (plus tax)  
 Mylar B&W Prints (30 x 42) ..... \$ 14.10/per sheet (plus tax)  
 B&W Copies (8 ½" x 11") ..... \$ 0.25/per sheet (plus tax)  
 Color Copies (8 ½" x 11") ..... \$ 0.45/per sheet (plus tax)  
 B&W Copies (8 ½" x 14; 11" x 17") ..... \$ 0.40/per sheet (plus tax)  
 Color Copies (8 ½" x 14; 11" x 17") ..... \$ 0.80/per sheet (plus tax)  
 Subconsultants ..... Cost + 15%  
 Other Direct Costs (i.e. Equipment Rental, Postage, and Shipping) ..... Cost + 15%  
 \* Equipment costs will be billed as a Reimbursable Expense ..... Cost + 15%

**Board Reference Material**

**SUBJECT TITLE:** Geosyntec Consulting Contract

**REQUESTED ACTION:** Approve

Action   X  

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

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**RECOMMENDATION:**

It is recommended that the Board approve the attached contract engaging Geosyntec to assist the District with the Volta Elementary School California Environmental Quality Act (CEQA) process.

**BACKGROUND INFORMATION:**

The District would like to add 3 modular classrooms at Volta for use in the 19-20 school year and must comply with CEQA regarding the project. Part of CEQA is approval from the State of California's Department of Toxic Substance Control (DTSC) and DTSC is requiring a Phase I Environmental Site Assessment. Geosyntec will prepare the report.

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

This directly supports Board Goal #5: Provide student capacity in our schools for a single-track schedule throughout the District.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

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

The proposal is an estimated \$4,700 and is budgeted from the Developer Fees Fund #25.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services  
Date: February 14, 2019

16 January 2019

Mr. Don Loursen  
Los Banos Unified School District  
1717 S. 11<sup>th</sup> Street  
Los Banos, California 93635

**Subject: Proposal to Provide Phase I Environmental Site Assessment for Volta School  
24307 W. Ingomar Grade, Los Banos, California**

Dear Mr. Loursen:

Thank you for the opportunity to provide this proposal. As requested, Geosyntec Consultants, Inc. (Geosyntec) is submitting this scope of work and cost estimate to provide environmental consulting services related to the facility located at 24307 W. Ingomar Grade in Los Banos, California (the "Site" or "Subject Site"). Based on information found on the Merced County Assessor's page (<http://apps.co.merced.ca.us/PublicApplets/pages/assessor/parcelmap.aspx>), the Site is an approximately 6.76-acre lot that is currently developed with the Volta Elementary School. According to available information, the Site has been used for a school since 1890, with the current structure built in 1960. We understand that the Los Banos Unified School District (LBUSD) intends to upgrade the school with additional portable classrooms, a water tank, a storm drainage basin, and a lunch canopy. As requested, we are providing you with this proposed scope of work, schedule, and cost estimate for preparing a Phase I Environmental Site Assessment (ESA) at this property.

Collectively, we are defining LBUSD as "the Client" and "the User." We understand that LBUSD is interested in having Geosyntec perform these services to help identify potential environmental liabilities, including the potential for (or actual) soil and groundwater contamination and potential environmental compliance issues.

#### **SCOPE OF SERVICES – PHASE I ESA**

The scope of services for this Phase I ESA, as detailed below, has the goal of assessing for recognized environmental conditions (RECs) pursuant to the ASTM International (ASTM)

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16 January 2019  
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E1527-13<sup>1</sup> Standard. In November 2013, ASTM released the revised E1527-13 Standard, which included several key changes to the prior version of E1527 that was published in 2005. The Federal AAI standard (AAI rule)<sup>2</sup> currently recognizes E1527-13 as a method by which a Phase I ESA can be completed for AAI. AAI defines certain Client responsibilities beyond just having a Phase I ESA completed; thus, Geosyntec strongly encourages its Phase I ESA clients to become familiar with the AAI rule to understand what must be done by the Client to fully demonstrate AAI and achieve the full benefit of AAI “liability protections.” The proposed scope is also intended to comply with Public Resources Code Section 21151.8, Education Code Section 17213, SB 162, and AB 387 for assessing proposed school sites.

In performing this Phase I ESA, Geosyntec has not budgeted for and does not intend to evaluate or provide consultation regarding “Non-Scope Considerations” as defined in ASTM E1527-13 (these include but are not limited to radon, lead based paint, asbestos, indoor air, vapor intrusion, wetlands, wildlife, historical/archeological resources, regulatory compliance, etc.), nor does the enclosed scope of services include the collection of samples or completion of intrusive investigation activities.

Geosyntec proposes to perform the following Phase I ESA tasks in general accordance with guidelines contained within ASTM E1527-13. The Phase I ESA includes these steps: i) Records Review; ii) Site Reconnaissance and Onsite Interviews; and iii) Phase I ESA Report, which are described further below.

### **Task 1: Document Acquisition and Records Review**

Prior to visiting the Site, Geosyntec will perform a preliminary review of Site-related documents to the extent that these are provided by the Site property owner or representative. Information/documents available to the Client for the Site (**Attachment A**) should be provided to Geosyntec at the start of this project; this information will also be requested from the Site representative designated by the Client. In addition, the User of the Phase I ESA Report is required by ASTM E1527-13 to provide its knowledge of environmental issues related to the Site. In accordance with this requirement, a User Questionnaire is provided as **Attachment B**. Geosyntec

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<sup>1</sup> ASTM’s *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, E1527-13* (“ASTM E1527-13” or “Standard”).

<sup>2</sup> This is the “All Appropriate Inquiries” (AAI) rule, as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The regulatory citation for the Federal AAI rule is Title 40, Code of Federal Regulations, Part 312 (40 CFR 312).

Mr. Don Loursen  
16 January 2019  
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requests that this User Questionnaire be completed by the Client and provided to Geosyntec prior to Geosyntec's completion of the Site reconnaissance.

Geosyntec will perform a review of readily accessible environmental databases<sup>3</sup> recommended for review by Section 8.2.1 of the ASTM E1527-13 Standard.<sup>4</sup> For this, we will rely on a commercial service (e.g., Environmental Database Resources, Inc. [EDR]) to identify databases for us that meet these ASTM E1527-13 requirements. This environmental database review may cause us to pursue acquisition of additional information from the available environmental documents, publicly available information, or from the property owner. As we deem it to be needed, Geosyntec may contact the involved environmental agency to learn more about the Subject Site.

Geosyntec may find through our database reviews and telephone contacts that it would be useful to review specific files housed at environmental agency offices. Our scope of work and budget for this proposal includes the review of up to five documents that we can access electronically through a United States Environmental Protection Agency (USEPA)- or state-level online public-access website that we select/locate. If, during the course of the project, Geosyntec concludes that file review work beyond that level of effort should be completed to finish the Phase I ESA, then such additional work would be performed only after consultation and budget approval by you.

Geosyntec will endeavor to obtain available information on historical usage of the Site to evaluate the potential for historical land use that may have resulted in a REC for the Site. ASTM E1527-13 requires review of historical sources as far back in the history of the property as it can be shown that the property was developed (including but not limited to grading, backfilling, agricultural uses, installation of above or below-grade structures, and storage or disposal of materials). Accordingly, our project budget for obtaining historical land usage information consists of attempting the following: procurement from one third-party source and review of historical aerial photographs, Sanborn® fire insurance rate maps, and/or city directories, if available through that source; procurement/review of at least one United States Geological Survey (USGS) 7.5-minute topographic map; review of historical Site-specific records provided by Client; Geosyntec's Site

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<sup>3</sup> Geosyntec will attempt to perform the database search starting from the property line of the Site as indicated in the information provided by the Client (otherwise, if property line information is insufficient, the center of the search area will be placed in the approximate center of the Site).

<sup>4</sup> Other public environmental databases exist that are not specifically recommended by ASTM E1527-13 and that Geosyntec may not identify for review in this Phase I ESA. Furthermore, database records can have inaccuracies or record location methodologies that can prevent Geosyntec from location of database records that are relevant to this Phase I ESA (in this instance, Geosyntec shall not be responsible for missing relevant database records).

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reconnaissance; an interview with a Client-designated individual considered knowledgeable about historical practices at the Site; and Geosyntec's existing knowledge regarding the Site based on previous Site assessments conducted by Geosyntec at this location.

### **Task 2: Site Reconnaissance and Onsite Interviews**

Geosyntec personnel will perform a reconnaissance of the Site consistent with ASTM E1527-13. Geosyntec assumes it can perform a visit of the Site within one-half person-day to evaluate present conditions with an emphasis on identifying RECs (this assumes we will be provided with an escort by the Client-designated Site owner or occupants and we can quickly traverse the Site on foot or with a two-wheel drive car). It is assumed that Geosyntec will be provided with unrestricted access to all areas (exterior and interior) of the Site. Geosyntec's onsite staff will endeavor to traverse the majority of the Site by foot in an effort to perform a visual review of the major features at the Site. Access into portions of the Site which are considered by Geosyntec's onsite personnel to be difficult or unsafe to access (including but not limited to water bodies, confined spaces, heavily overgrown portions) may not be visited.

Geosyntec will attempt to interview a Client-designated individual considered knowledgeable about historical practices at the Site. This individual may be a current Site owner/occupant and/or a former Site owner/occupant. For budget purposes, we assume this individual will be the current Site owner/occupant or former Site owner/occupant who has detailed knowledge of onsite land use history. Such an individual should be readily accessible by telephone number(s) provided by you or when Geosyntec performs the Site reconnaissance.

Geosyntec will perform a visual review of adjacent properties to evaluate the potential for current or past activities on those properties to have had an adverse environmental effect on the Site, resulting in a REC. Geosyntec will not enter those adjacent properties to perform this reconnaissance.

### **Task 3: Preparation of Phase I ESA Report**

Geosyntec's Phase I ESA findings obtained through performance of the above tasks will be presented in a Phase I ESA Report for the Site. The report will provide details of the work performed by Geosyntec and the identified RECs, as well as "data gaps," as required by ASTM E1527-13. The report will include a sketch of the Site that indicates major Site features Geosyntec identified in the Phase I ESA Report. The Phase I ESA Report will also include color copies of



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16 January 2019  
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photographs taken by Geosyntec during its Site reconnaissance visits. One electronic (PDF format) copy of the Phase I ESA Report will be provided.

The Phase I ESA Report will be solely for the benefit of Geosyntec's Client. Geosyntec will issue the Phase I ESA Report to its Client, thereby granting only the Client the "right-to-rely" on the report contents. If another entity requests the right-to-rely on the Phase I ESA Report, Geosyntec will consider the request and may grant a right-to-rely letter for an additional fee to be paid by the Client, pursuant to this proposal. Geosyntec's consent to provide a right-to-rely on the Phase I ESA Report is subject to agreement to Geosyntec's terms and conditions associated with Geosyntec's performance of this specific project. All such third-party reliance is subject to Geosyntec's standard Secondary Client Agreement.

### **BUDGET ESTIMATE**

Geosyntec proposes to provide the services discussed herein on a lump sum basis. Our cost estimate for this work is \$4,700. We will commence the services described herein upon receipt of a purchase order from you or the signed Notice to Proceed sheet included in **Attachment C**.

The scope of work described herein is based on our current knowledge of the project, which is finite in nature to allow the development of the enclosed budget and schedule estimates. Geosyntec may find that work outside the proposed scope is recommended in order to address the Phase I ESA-related requirements of AAI. Geosyntec will advise the Client of such a situation through a discussion of data gaps in the Phase I ESA Report. Geosyntec will conduct work to address identified data gaps or to provide other support requested by the Client only upon receiving written authorization for the work. Such out-of-scope work will be conducted for an additional lump sum fee in accordance with the above-referenced terms and conditions and rates.

### **SCHEDULE**

Geosyntec can conduct the Site visit within approximately one week of receipt of LBUSD purchase order. We will endeavor to provide draft Phase I ESA conclusions and recommendations within approximately two weeks following completion of the Site reconnaissance visit. The schedule to complete this work is contingent upon the following:

- Geosyntec's approval for Site access and access to facility personnel will be obtained by the Client; our access to the sites and facility personnel will not be restricted and can be obtained by Geosyntec immediately upon receipt of your Notice to Proceed;

Mr. Don Loursen  
16 January 2019  
Page 6

- All documents that Geosyntec is to review for the Phase I ESA will be received by Geosyntec in advance of the onsite inspection; and
- The Site visit can be completed in one mobilization in approximately four hours.

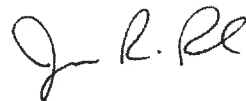
#### CLOSURE

Geosyntec appreciates the opportunity to provide this proposal to LBUSD. Should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,



Daniel Ochoa  
Senior Staff Geologist



Jason R. Paul  
Principal/Program Manager

Enclosures: Table 1  
Attachment A: Information/Document Request  
Attachment B: User Questionnaire  
Attachment C: Notice to Proceed

ATTACHMENT A  
Information/Document Request

**PHASE I ENVIRONMENTAL SITE ASSESSMENT** **Geosyntec**<sup>®</sup>  
**INFORMATION/DOCUMENT REQUEST** consultants

We request that Geosyntec be provided with all of the following information to the extent that it is available for the Site. Information such as this which is available to the Client for the Site should be provided to Geosyntec at the start of this project and before Site reconnaissance. Geosyntec will also request this information from the Site representative designated by the Client; but, Geosyntec will rely on the Client to compel the Site representative to produce this information no later than the morning of Geosyntec's conduct of Site reconnaissance. Geosyntec assumes that copies of the available documentation will be provided directly to Geosyntec and that Geosyntec will not be required to incur costs for reproducing any such documentation.

1. A map showing Site boundaries; if a boundary survey of the Site is not available at the start of the project, Geosyntec will attempt to use Site location information provided by the Site owner/occupant or Client. However, as a result, Geosyntec may be unable to accurately locate all portions of the Site for evaluation in the Phase I ESA work.
2. Names of individuals (with current contact information such as emails, telephone numbers, mailing addresses, etc.) considered knowledgeable about historical practices at the Site; these should include but not be limited to current Site owners/occupants and former Site owners/occupants.
3. Prior environmental due diligence documentation, beyond any existing reports already provided);
4. Environmental features of the Site such as known or suspected environmental contamination, wetlands, etc.;
5. Historic uses of the Site (back to its first development);
6. Site layout maps (including, but not limited to, layouts showing current and past land use, wetlands, etc.);
7. Environmental permits pertaining to the Site (related to chemical use, water, waste, wetlands, air emissions, wildlife, etc.);
8. Current and past chemical usage/storage at the Site;
9. Above and below ground chemical and waste management systems/storage areas;
10. Presence of any storage tanks/septic systems;
11. Environmental and building material testing or mitigation (for example, those related to asbestos, lead, or polychlorinated biphenyl ("PCB") containing materials) reports done for the Site;
12. Legal description and boundary survey of the Site, a title search for the Site, etc.;
13. Historical geological/geotechnical reports;
14. Wells that have existed at the Site;
15. Environmental or geologic sampling done at the Site;
16. Chemical use, contamination, and/or waste disposal on nearby property;

17. Current or past storm water or wastewater management systems existing at the Site; and
18. Historical aerial photographs.

As a specific follow-up to the above discussion on AAI-required client responsibilities, Geosyntec also requests the client provide information as follows (please refer to the attached User Questionnaire which should be completed by the Client and returned to Geosyntec at the start of this project):

19. Details on any environmental liens filed or recorded against the Site;
20. Details on activity restrictions and/or land-use restrictions which exist for the Site;
21. Specialized knowledge or experience of the client regarding the Site or nearby sites which would be relevant to the performance of the Phase I ESA;
22. Knowledge of whether or not the purchase price of the Site reasonably reflects fair market value (assuming the Site is uncontaminated);
23. Commonly known or reasonably ascertainable information on the Site that would assist Geosyntec in its performance of this Phase I ESA; and

Information known to the client regarding the degree of obviousness of the presence or likely presence of contamination at the Site.

ATTACHMENT B  
User Questionnaire

**USER QUESTIONNAIRE - ADDITIONAL INFORMATION**  
**THIS PAGE TO BE COMPLETED BY CLIENT/USER AND PROVIDED TO GEOSYNTEC**

This questionnaire is provided to the client pursuant to guidance in ASTM E1527-13. In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must provide the following information (if available) to the environmental professional. Geosyntec requests that this information be provided at the start of this project to ensure the information can be accounted for and the project can be completed on schedule and budget. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.

**(1.) Environmental cleanup liens that are filed or recorded against the Site (40 CFR 312.25).**

Are you aware of any environmental cleanup liens against the Site that are filed or recorded under federal, tribal, state or local law?

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**(2.) Activity and land use limitations (AULs) that are in place on the Site or that have been filed or recorded in a registry (40 CFR 312.26).**

Are you aware of any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the Site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

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**(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).**

As the user of this Phase I ESA do you have any specialized knowledge or experience related to the Site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the Site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

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**(4.) Relationship of the purchase price to the fair market value of the Site if it were not contaminated (40 CFR 312.29).**

Does the purchase price being paid for this Site reasonably reflect the fair market value of the Site? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Site?

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**USER QUESTIONNAIRE - ADDITIONAL INFORMATION**

**THIS PAGE TO BE COMPLETED BY CLIENT/USER AND PROVIDED TO GEOSYNTEC**

**(5.) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).**

Are you aware of commonly known or reasonably ascertainable information about the Site that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user:

- (a.) Do you know the past uses of the Site?
- (b.) Do you know of specific chemicals that are present or once were present at the Site?
- (c.) Do you know of spills or other chemical releases that have taken place at the Site?
- (d.) Do you know of any environmental cleanups that have taken place at the Site?

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**(6.) The degree of obviousness of the presence of likely presence of contamination at the Site, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**

As the user of this ESA, based on your knowledge and experience related to the Site are there any obvious indicators that point to the presence or likely presence of contamination at the Site?

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**NOTE 1:** For the purposes of this Phase I ESA, the "user" is defined as follows: *The user is the party seeking to use ASTM E1527-13 to complete an environmental site assessment of the site. A user may include, without limitation, a potential purchaser of site, a potential tenant of site, an owner of site, a lender, or a site manager. The user has specific obligations for completing a successful application of this practice as outlined in EPA's All Appropriate Inquiry Rule.*

**NOTE 2:** In the case of a "yes" answer to any of the above questions, Geosyntec requests the client provide additional elaboration or documentation where applicable to fully explain the answer.



Please note that in addition to answering the above questions (and providing the additional elaboration or documentation where applicable [such as in the case of a “yes” answer to any of the questions in the “User Questionnaire” provided on the previous page]), certain other information should be collected by the user, if available, and provided to the environmental professional selected by Geosyntec to conduct the Phase I ESA. This information is intended to assist the environmental professional but is not necessarily required to qualify for one of the LLPs. From ASTM E1527-13, the information includes (an expanded list is provided in Geosyntec’s scope of work in the associated proposal):

(a) the reason why the Phase I ESA is required

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(b) the type of Site and type of Site transaction, for example, sale, purchase, exchange, etc.

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(c) the complete and correct address for the Site (a map or other documentation showing Site location and boundaries is helpful)

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(d) the scope of services desired for the Phase I ESA (including whether any parties to the property transaction may have a required standard scope of services on whether any considerations beyond the requirements of ASTM E1527-13 are to be considered)

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(e) identification of all parties who will rely on the Phase I ESA report

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(f) identification of the Site contact and how the contact be reached

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(g) any special terms and conditions which must be agreed upon by the environmental professional

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(h) any other knowledge or experience with the Site that may be pertinent to the environmental professional (for example, copies of any available prior environmental site assessment reports, documents, correspondence, etc., concerning the Site and its environmental condition)

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ATTACHMENT C  
Notice To Proceed

**NOTICE TO PROCEED**

Our estimated cost to perform services described in this proposal is \$4,700. This cost estimate is based on Geosyntec's current knowledge of the work assignment and the budget is believed sufficient to cover performing the services described herein. Our estimated cost for performing these services includes the labor and materials necessary to complete the work scope described in the proposal. Any deviation from this work scope resulting from additional requests by the client, new information or other considerations may result in additional costs. Should the client request services beyond the scope of work that is budgeted, as described herein, Geosyntec will charge that effort on a time and materials basis using rate schedule referenced herein.

If this proposal is acceptable, please indicate agreement by having an authorized representative sign in the space provided below and by returning the executed Notice to Proceed to Geosyntec. Upon receipt of the executed Notice to Proceed, Geosyntec will initiate performance of the services described herein.

**Agreed and Accepted:**

**By:**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

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

**Board Reference Material**

**SUBJECT TITLE:** Purchase Wi-Fi and Network Equipment District-Wide

**REQUESTED ACTION:** Approve

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board approve the purchase of Wi-Fi and network equipment to be used to update obsolete equipment that is no longer supported. The low bidder was CDW-G for the Wi-Fi and network equipment at \$600,255.83. In addition, AMS.Net was low bidder for installation of the equipment at \$51,689.27, bringing the total to \$651,945.10.

The District will apply for E-Rate funding. If the E-Rate funding is approved the cost will be reduced from \$651,945.10 to \$97,791.77. All equipment purchases and installation are contingent upon E-Rate funding.

**BACKGROUND INFORMATION:**

The District will coordinate the installation of Wi-Fi and network equipment at school sites. The new equipment is necessary to support teacher devices, student laptops, desktop computers, Chromebooks, and iPads used for on-line CAASPP and ELPAC statewide testing. The new equipment will also support access to web based curriculum and Internet access for students, teachers, and all staff.

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

This activity directly supports Board goal #3 create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

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

The financial impact of \$97,791.77 will be paid by the 2019-20 Information Systems Department Budget.

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ORIGINATOR: Garth Gomes, Information Systems Manager

Date: February 14, 2019

# QUOTE CONFIRMATION



**DEAR GARTH GOMES,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KKBX928	1/28/2019	CISCO ERATE	1979910	\$600,255.83

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Cisco 5520 Wireless Controller - network management device</u> Mfg. Part#: EDU-CT5520-K9 UNSPSC: 43222634 Contract: National IPA Technology Solutions Education (2018011-01)	13	3973278	\$8,166.90	\$106,169.70
<u>Cisco Adder License - license</u> Mfg. Part#: EDU-LIC-CT5520-1A UNSPSC: 43232908 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions Education (2018011-01)	682	4999902	\$75.60	\$51,559.20
<u>Cisco Aironet 3802I - wireless access point</u> Mfg. Part#: AIR-AP3802I-B-K9 UNSPSC: 43223108 Contract: National IPA Technology Solutions Education (2018011-01)	243	3979232	\$753.90	\$183,197.70
<u>Cisco Aironet 1542I - wireless access point</u> Mfg. Part#: AIR-AP1542I-B-K9 UNSPSC: 43223108 Contract: National IPA Technology Solutions Education (2018011-01)	3	4760410	\$417.90	\$1,253.70
<u>Cisco - SFP (mini-GBIC) transceiver module - GigE</u> Mfg. Part#: GLC-SX-MMD= UNSPSC: 43201553 Contract: National IPA Technology Solutions Education (2018011-01)	27	2542673	\$210.00	\$5,670.00
<u>Cisco Catalyst 3650-48PD-S - switch - 48 ports - managed - rack-mountable</u> Mfg. Part#: EDU-C3650-48PD-S UNSPSC: 43222612 Contract: National IPA Technology Solutions Education (2018011-01)	46	4023732	\$4,578.00	\$210,588.00

PURCHASER BILLING INFO	SUBTOTAL	\$558,438.30
<b>Billing Address:</b> LOS BANOS UNIFIED SCHOOL DST ACCOUNTS PAYABLE 1717 S 11TH ST LOS BANOS, CA 93635-4800 Phone: (209) 826-3801 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$41,817.53
	<b>GRAND TOTAL</b>	<b>\$600,255.83</b>
	<b>DELIVER TO</b>	<b>Please remit payments to:</b>



**AMS.NET**  
Technology Solution Provider

**AMS.NET, Inc.**  
502 Commerce Way, Livermore, CA 94551  
925-245-6100 • 925-245-6150 Fax  
[www.ams.net](http://www.ams.net)

## Project Cost Summary – Los Banos Unified School District

### Project Information

Los Banos Unified School District E-Rate 22 -  
PHS, LBHS, SLHS and RME - AP Install-Cabling  
- 88558  
Project # 88558  
January 28, 2019

### Account Manager

Jared Bayless  
jbayless@ams.net  
(925) 245-6186

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00024550	Los Banos Unified School District E-Rate 22 - Multiple Sites - Wireless Upgrade and Cabling - Los Banos High School	\$30,151.19	\$318.27	\$30,469.46
Q-00031622	Los Banos Unified School District E-Rate 22 - Multiple Sites - Wireless Upgrade and Cabling - Pacheco High School	\$15,336.71	\$92.44	\$15,429.15
Q-00031623	Los Banos Unified School District E-Rate 22 - Multiple Sites - Wireless Upgrade and Cabling - San Luis High School	\$1,041.35	\$15.91	\$1,057.26
Q-00031625	Los Banos Unified School District E-Rate 22 - Multiple Sites - Wireless Upgrade and Cabling - Henry Miller Elementary	\$4,704.12	\$29.28	\$4,733.40

### Project Summary

Project Total	\$51,233.37
Estimated Total Taxes	\$465.90
<b>Grand Total</b>	<b>\$51,699.27</b>

Vendor: AMS.NET  
Address: 502 Commerce Way, Livermore, CA 94551  
Phone: 925-245-6100  
SPIN: 143005880

## Board Reference Material

**SUBJECT TITLE:** Agreement Los Banos Chamber of Commerce –Los Banos Safe

**REQUESTED ACTION:**

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the agreement with the Los Banos Chamber of Commerce

**BACKGROUND INFORMATION:**

Los Banos Unified School District is Partnering with local agencies to help provide “Los Banos SAFE – 3 Minute Bags”. This bag will be provided to every household in Los Banos and contains information to use when disaster strikes.

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

Goal # 10 and 11

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

The District will pay a one-time flat fee of 2,500.00 to be a part of this city-wide project

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ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Date: February 14, 2019



LOS BANOS  
CHAMBER

of Commerce  
*"Working for business - believing in Los Banos"*

# Los Banos SAFE – 3 Minute Bag

*Because DISASTER is a matter of "WHEN" not "IF"!*

**WHO** A cooperative effort with Chamber, City, County, Emergency, Utilities, Health Care

**WHAT** Distribute an 11" x 14" reusable drawstring bag to every household in Los Banos  
Bag contains a Special Edition City prepared Newsletter including information like:

- 3-minute and 3-day emergency supply lists
- City communications during emergency event
- List/phone numbers of local hospitals
- Treating potentially contaminated water
- Health & safety tips before and during an emergency

**WHEN** Distribution Tentatively scheduled for Spring 2019

**WHERE** Every household in Los Banos (approximately 11,000 homes and 2,000 apartments)

**WHY** **Disaster is a matter of WHEN, not IF.** Very, very, few people know where to go or what to do in event of disaster. Publication provides basic information. Distribution of the publication will open the door to much needed conversations with public regarding emergency preparedness.

Duplicated from City of Temecula whose 2018 theme is "Temecula SAFE". There are 34,000 households in Temecula; they produced 38,000 bags. Eight hundred bags were distributed at the State of City Address (stuffed with giveaways from project partners) 34,00 were easily delivered in a single day.

**HOW** Produce 15,000 12 page full color newsletters (6 pages English, 6 pages Spanish)

Use Temecula's Newsletter as guide

Eight (8) program partners pay for printing of newsletter and one side imprinted bags

No commercial sponsors, no commercial advertising on bag/newsletter

Total cost \$20,000± (\$15,000 for bags, \$5,000 for newsletter)

Proposed partners each contribute \$2,500. Name/logo imprinted on bag

Proposed partners:

- City of Los Banos
- County of Merced, District 5
- Republic Services
- Pacific Gas & Electric
- Sutter Health
- Los Banos Unified School District
- Riggs Ambulance
- AirMedCare

Chamber to coordinate volunteers and facilitate distribution



## Board Reference Material

**SUBJECT TITLE:**    Overnight Travel / CE Wagon Train 2019

**REQUESTED ACTION:**    Approve

Action \_\_\_\_\_

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

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### **RECOMMENDATION:**

It is recommended the Board approve travel for one Charleston Elementary fifth grade class to attend a three night Covered Wagon Trip in Madera, California on May 16, 2019 and returning on May 19, 2019.

### **BACKGROUND INFORMATION:**

The Madera Method Wagon Train is a special program that allows California school children to “live” history. The students, along with two teachers and trained wagon masters, spend three days portraying characters of 1840’s California and partake in the various activities of the era.

Students are given an opportunity to experience early history as part of our curriculum addressing 5<sup>th</sup> grade United States history standards.

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

This activity supports Board Goal #3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning by providing:

- Tools and strategies that include best practices and the effective integration of technology into classrooms.
- Access to local resources in order to develop responsible citizens who participate in and care for their community.

This activity not only supports the California 5<sup>th</sup> grade content standards for History/Social Studies, but it supports our efforts at Charleston Elementary to offer kids fun activities that will keep them motivated about learning and motivated to come to school everyday.

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

None identified

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

**Travel:** Approximately zero dollars to the district. Parents delivery students to the drop off area and pick up.

**Lodging & Meals:** All lodging and meals are provided and funded by the Wagon Train sponsors.

**Substitutes for teacher:** none required

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Originator: Lou Ruiz, Principal Charleston Elementary

Date: February 14, 2019

**Board Reference Material**

**SUBJECT TITLE:**     **Student Overnight Travel - PHS**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the Pacheco High School Cheer team to compete at the United Spirit Association National Competition in Anaheim, Ca February 21-24.

**BACKGROUND INFORMATION:**

Pacheco High competition cheer team competed at a regional competition earlier this season and they placed 3<sup>rd</sup> and received an invitation to compete at the national level. This is an opportunity to compete against the best in the nation. We have competed at Nationals several times before, with the last performance ranking 7<sup>th</sup> in the nation. The team will travel in vehicles secured by our district and will stay at one hotel with 3-4 chaperones.

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

This activity does not directly support a specific Board goal.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

The financial responsibility of this trip will be covered by fundraising efforts.

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ORIGINATOR: Amanda Hazan-Sanchez, Vice Principal Pacheco High School  
Date: 2/14/19



**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 Jessica Ramirez to attend the 2019 Teach Your Heart Out Conference from June 21-24, 2019 in the Bahamas.

**BACKGROUND INFORMATION:**

The Teach Your Heart Out Conference was created for educators, classroom teachers, school administrators, and curriculum specialists who are committed to professional development. The developers of the conference believe professional development is one of the most important activities a teacher can share with his/her class. Our mission is to provide teachers with innovative, life-changing, and one-of-a-kind professional development opportunities that can be implemented immediately.

During this four-day conference, small and large group sections will tackle, headfirst, the following topics and much more: shaping your classrooms, brain science to achieve real student engagement, engagement and creativity to enhance your primary classroom, teaching every child beyond the classroom, growth mindset, make connections between diversity and our students using children’s books, school culture, interactive bulletin boards, using technology in the classroom, and more.

By attending the conference teachers will have the opportunity to collaborate with teachers from all around the United States. Teachers will have an opportunity to use practical and proven practices to transform their classrooms into settings where students are engaged, challenged, and transformed.

**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):**

The fiscal impact to the District is \$1,800. Conference cost is \$988.00 per teacher, which will be paid out of the Los Banos Teachers Association up to \$1,800. Any excess amount will be covered by the employee.

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ORIGINATOR: Joe McColloch, Principal, Westside Union Elementary School

DATE: February 14, 2019.

## Board Reference Material

**SUBJECT TITLE:**        **Teacher Out-of-Country Travel**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information         

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**RECOMMENDATION:**

It is recommended the Board approve travel for Jamie DeBruin to attend the Reading Recovery Institute in New Zealand, July 17-19, 2019.

**BACKGROUND INFORMATION:**

By attending the conference, Jamie DeBruin will have the opportunity to collaborate with teachers from all around the World.

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

This is an operational activity and does not support a specific Board goal. All teacher out-of-Country 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 \$1800; any excess amount will be covered by the employee.

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ORIGINATOR: Eric Sowersby- Principal, Mercey Springs Elementary School

DATE: February 14, 2019

**Board Reference Material**

**SUBJECT TITLE:**       **Teacher Out of State Travel**

**REQUESTED ACTION:**

Action   X   Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve overnight, out-of-state travel for Los Banos High School Ag Instructor Larry Borelli to attend a training seminar in Reno, Nevada on April 3-5, 2019.

**BACKGROUND INFORMATION:**

Torchmate CAD Training Seminar is a Professional Development Activity necessary for proper and efficient administration of the CTE Grant.

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

- Academic Performance #2 & #3
- Personnel #9

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None are identified.

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

There is no impact on district or site finances.

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ORIGINATOR: Veli Gurgen, Principal, Los Banos High School  
Date: February 14, 2019

## Board Reference Material

**SUBJECT TITLE:**     Disposal of Obsolete Electronic Equipment

**REQUESTED ACTION:** Approve

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board approve the removal and disposal of obsolete electronic equipment.

**BACKGROUND INFORMATION:**

District staff has indicated that numerous computers and other electronic equipment has become inoperable and/or obsolete and are no longer being used by the District. A list of the obsolete equipment is attached.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

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

Monies received from the disposal of surplus property shall be placed in the General Fund.

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ORIGINATOR: Garth Gomes, Information Systems Manager

Date: February 14, 2019





Site:

Date:

EX.	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
1	Copier	Minolta EP 4320	3113122	1	07302	Beyond Repair
2		HP Laserjet 4100 Printer	USBNU13198	1	07703	Beyond Repair
3						
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24						
25						
26						
27						
28						

\*STATUS

GOOD

REPAIR NEEDED

BEYOND REPAIR