

POSTED: 5-4-18

**LOS BANOS UNIFIED SCHOOL DISTRICT
GOVERNING BOARD OF EDUCATION
REGULAR MEETING**

**Los Banos City Council Chambers
520 J Street – Los Banos, CA 93635**

Thursday, May 10, 2018

6:00 Study Session

6:30 P.M. – Closed Session

7:00 P.M. – Regular Meeting

AGENDA

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

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.

OPENING BUSINESS

A. Call Public Session to Order

B. Roll Call of Board Members Present

Dennis Areias	Gary Munoz
Margaret Benton	Anthony Parreira
Megan Goin-Soares	Marlene Smith
Ray Martinez	Kyle Jackson

C. Study Session: (6:00)

1. Merced County Behavior Health Report

D. Closed Session (6:30 P.M.)

1. Student Discipline: Cases #3157496897, #5174250682 (Action)
2. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957)
Demand for Hearing and Notice of Defense (No action)
3. Request for waiver from Physical Education graduation requirement, LBHS student #5504388 (Action)
4. Leave Extension Request, classified employee (Section 54957) (Action)
5. Liability claim: Claimant: [Identity withheld pursuant to Government Code 54961]; Agency claimed against: Los Banos Unified School District (Action)
6. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: CSEA (Action).

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

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA

Motion by _____ Seconded by _____

Proposed Action: Approve Agenda

V. **PUBLIC HEARING**

Public Presentations:

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

General Public Comment:

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

Public Comment on Agenda Items:

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

VI. **RECOGNITION/INTRODUCTIONS**

1. Kyle Jackson, LBHS Student Representative and Marielle Gimeno, PHS Student Representative, will be recognized for their service to the Board.

VII. **REPORTS**

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

VIII. **NEW BUSINESS**

- A. Pacheco High School MESA Competition Report (Page 7)

10 Min.

Pacheco High School MESA representatives will report on the recent MESA National Engineering Design Competition results from MESA Day Regional's at UC Santa Barbara.

- B. California Ed. Partners Improvement Collaboration Cohort 2 (Page 8) **10 Min.**
- Staff will give a brief presentation on the California Ed. Partners Improvement Collaboration Cohort 2 Program.
- C. Provisional Internship Permit (Page 9) **5 Min.**
- It is recommended the Board approve the following Provisional Internship Permit:
- Moore, Lori –Social Science Teacher – Pacheco High School
- Motion By _____ Seconded By _____
- Proposed Action:** Approve
- D. Board Policy (First Read) (Page 12) **5 Min.**
- It is recommended the Board declare intent to adopt the following board policies:
- | | | |
|-------|-------------------------|--|
| AR | 0420.4 | Charter School Authorization |
| BP | 3515.7 | Firearms on School Grounds |
| AR | 4144/4244/4344 | Complaints |
| AR | 4200 | Classified Personnel |
| BP | 5144 | Discipline |
| BP/AR | 5144.1 | Suspension and Expulsion/Due Process |
| BP | 3350 | Travel Expenses |
| AR | 5125.2 | Withholding Grades, Diploma Or Transcripts |
| BB | 9150 | Student Board Members |
| BP | 5131.2 | Bullying |
| AR | 3517 | Facilities Inspection |
| AR | 5148.2 | Before/After School Programs -NEW- |
| BP | 4119.21/4219.21/4319.21 | Professional Standards (former title “Code of Ethics”) |
| AR | 4119.11/4219.11/4319.11 | Sexual Harassment |
- Motion By _____ Seconded By _____
- Proposed Action:** Declare Intent to Adopt
- E. Level I and Commercial Developer Fee Increase (Page 96) **5 Min.**
- It is recommended the Board hold a public hearing to receive input from interested parties and adopt Resolution #16-18, approving an increase to Level I and commercial developer fees.
- Open Public Hearing _____
- Close Public Hearing _____
- Adopt Resolution #16-18
- Motion By _____ Seconded By _____
- Proposed Action:** Adopt Resolution **(ROLL CALL VOTE)**

G. Level II Developer Fee Adjustment (Page 101)

5 Min.

It is recommended the Board hold a public hearing and adopt Resolution #15-18, accepting the findings of the Facility Needs Analysis and increase the Level II residential fee from \$5.34 to \$5.98 per square foot, effective immediately.

1. Open Public Hearing _____
2. Close Public Hearing _____
3. Adopt Resolution #15-18

Motion By _____ Seconded By _____
Proposed Action: Hold public hearing; adopt resolution. **(ROLL CALL VOTE)**

H. Issuing State School Bonds (Page 106)

5 Min.

It is recommended the Board approve the attached Resolution #11-18.

Motion By _____ Seconded By _____
Proposed Action: Adopt Resolution **(ROLL CALL VOTE)**

I. Revised Schedule of 2018 Board Meetings (Page 109)

5 Min.

It is recommended the Board adopt the revised schedule for 2018 Board meetings as submitted.

Motion By: _____ Seconded By: _____
Proposed Action: Adopt

IX. CONSENT CALENDAR

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

A. Approval of Minutes

1. Regular Meeting, April 12, 2018 (Page 111)
2. Special Meeting, April 26, 2018 (Page 116)

B. Personnel Actions

1. Report of Certificated Staffing Actions (Page 118)
2. Report of Classified Staffing Actions (Page 119)

C. Monthly Fiscal Report (Page 120)

The monthly Fiscal Report is provided for Board information.

D. Quarterly Investment Report (Page 128)

The March 31, 2018 County Treasury Quarterly Investment Report is provided for information.

F. Board Policy (Second Reading 139)

It is recommended the Board adopt the changes detailed in the attached AR-5131.1 in order to comply with current practice.

G. Donations

It is recommended the Board approve the following donations from:

Dollar General Market to RME (Page 143)

Dollar General Market to LBHS (Page 146)

H. California State Preschool Program Self-Evaluation Annual Report (Page 148)

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

I. Agreements/Contracts

1. Agreement, MCOE, Jack L. Boyd Outdoor School (HME) (Page 156)
2. Agreement, MCOE, Jack L. Boyd Outdoor School (LFE) (Page 165)
3. Agreement, MCOE, Jack L. Boyd Outdoor School (MSE) (Page 174)
4. Agreement, MCOE, Jack L. Boyd Outdoor School (VE) (Page 183)
5. Agreement, MCOE, Jack L. Boyd Outdoor School (WUES) (Page 192)
6. Agreement, Hanover Research Partnership, research solutions (Page 201)
7. Agreement, Teter, LLP, LBE Communications System Project (Page 204)

H. Overnight/Out-of-State Travel

1. HME 6th Graders, Jack L. Boyd Outdoor School, May 20-24, 2019 (Page 211)
2. LFE 6th Graders, Jack L. Boyd Outdoor School, October 15-19, 2018 (Page 212)
3. MSE 6th Graders, Jack L. Boyd Outdoor School, May 13-17, 2019 (Page 213)
4. VE 6th Graders, Jack L. Boyd Outdoor School, October 1-5, 2018 (Page 214)
5. WUES 6th Graders, Jack L. Boyd Outdoor School, October 15-19, 2018 (Page 215)
6. LBHS Girls' Basketball, West Coast Jam., San Francisco CA, Dec. 27-29, 2018 (Page 216)
7. PHS Students, MESA Competition, UC Irvine, CA, May 11-12, 2018 (Page 217)
8. PHS Students, MESA Competition, Philadelphia, PA June 17-23, 2018 (Page 217)
9. PHS Teacher, Differentiated Conference, Las Vegas, NV, July 11-12, 2018 (Page 218)
10. LBHS Teacher, EDTA National Conference, Denver, CO, September 13-16, 2018 (Page 219)

I. Approval/Ratification of Warrants

Motion By _____ Seconded By _____

Proposed Action: Approve Consent Calendar as listed. **(ROLL CALL VOTE)**

X. **REPORTING CLOSED SESSION ACTION**

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

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

XII. **CLOSED SESSION** (If necessary)

XIII. **REPORTING CLOSED SESSION ACTION**

The Board will report action taken in closed session.

XIV. **ADJOURNMENT**

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

Board Reference Material

SUBJECT TITLE: **Pacheco High School MESA Competition Report**

REQUESTED ACTION: None, report only.

Action_____

Discussion/Information___X___

RECOMMENDATION:

Pacheco High School MESA representatives will report on the recent MESA National Engineering Design Competition results from MESA Day Regionals at UC Santa Barbara.

BACKGROUND INFORMATION:

Each year MESA students from Pacheco High School MESA compete in the MESA Day Regional Competition. This year one of our teams in the National Engineering Design Competition (NEDC) placed first, for the second year in a row, and will be competing in the Statewide NEDC Competition that will be held at UC Irvine. These students would like an opportunity to present their project to the School Board at the meeting held on May 10, 2018.

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.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

N/A

ORIGINATOR: Dan Sutton, Principal, Pacheco High School.

Date: May 10, 2018

Board Reference Material

SUBJECT TITLE: California Ed. Partners' Improvement Collaboration Cohort 2

REQUESTED ACTION: No Action

Action _____

Discussion/Information X

RECOMMENDATION:

This is a Discussion/Information item.

BACKGROUND INFORMATION:

As previously stated, LBUSD has been chosen to be a part California Education Partners' Improvement Collaboration Cohort 2! As part of this network, we will get to know our colleagues from around the state, build the infrastructure for our powerful learning community, and create a shared roadmap for the journey ahead. Our team (consisting of teachers district and site administrators) completed an analysis of our current system, on-track measures, and other student evidence. We want to provide the Board with an update of our efforts thus far.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal #

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

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

Date: May 10, 2018

Board Reference Material

SUBJECT TITLE: Provisional Internship Permit

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve a Provisional Internship Permit, which will allow the following assignment for the 2018-19 school year.

BACKGROUND INFORMATION:

1. Moore, Lori –Social Science Teacher – Pacheco High School

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

None

ORIGINATOR: Tammie Calzadillas, Assistant Superintendent, Human Resources

Date: May 10, 2018



VERIFICATION OF REQUIREMENTS For the Provisional Internship Permit

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

Name of Applicant Lori Moore

SSN _____

Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT

County/District/CDS Code 24 -65755

☐ Multiple Subject

☒ Single Subject - Specify subject(s): Social Science

☐ Education Specialist - Specify specialty area(s): _____

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

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

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

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

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

- ☒ Advertised in professional journals
- ☒ Attended job fairs in California
- ☒ Attended recruitment out-of-state
- ☒ Contacted California teacher recruitment centers
- ☒ Advertised in local/national newspapers
- ☒ Other (explain) LBUSD Job Fair 2/26/18

2. The permit holder will be provided orientation, guidance and assistance during the valid period of the permit
3. Public notice of intent to employ the applicant in the identified position has been given and meets the following criteria (check the box that applies):

☒ **Public School District**

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

(continued)

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

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

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

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

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

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

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

Applicant Signature _____

Employing Agency Certification

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

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

Signature _____

Title **Assistant Superintendent, Human Resources** _____

Date _____

Board Reference Material

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

REQUESTED ACTION: Declare Intent to Adopt

Action X

Discussion/Information

RECOMMENDATION:

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

AR	0420.4	Charter School Authorization
BP	3515.7	Firearms on School Grounds
AR	4144/4244/4344	Complaints
AR	4200	Classified Personnel
BP	5144	Discipline
BP/AR	5144.1	Suspension and Expulsion/Due Process
BP	3350	Travel Expenses
AR	5125.2	Withholding Grades, Diploma Or Transcripts
BB	9150	Student Board Members
BP	5131.2	Bullying
AR	3517	Facilities Inspection
AR	5148.2	Before/After School Programs -NEW-
BP	4119.21/4219.21/4319.21	Professional Standards (former title "Code of Ethics")
AR	4119.11/4219.11/4319.11	Sexual Harassment

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

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

SPECIFIC FINANCIAL IMPACT:

None.

ORIGINATOR: Dr. Mark Marshall, Superintendent

DATE: May 10, 2018

Los Banos USD

Board Policy

~~Codes Of Ethics~~ Professional Standards

(for board approval)

BP 4119.21 4219.21,4319.21

Personnel

The Governing Board expects district employees to maintain the highest ethical standards, ~~to~~ **behave professionally** follow district policies and regulations, ~~and to abide by state and national~~ **federal laws and exercise good judgment when interacting with students and other members of the school community.** Employees **shall engage in** conduct ~~should that~~ **that** enhances the integrity of the district, ~~and advances~~ the goals of the **district's** educational program, **and contributes to a positive school climate.**

(cf. 0200 - Goals for the School District)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

The Board encourages district employees to accept as guiding principles the **professional standards** and codes of ethics ~~published~~ **adopted** by professional associations to which they may belong.

~~(cf. 9271 - Code of Ethics)~~

(cf. 2111 - Superintendent Governance Standards)

(cf. 9005 - Governance Standards)

Inappropriate Conduct

Inappropriate employee conduct includes, but is not limited to:

1. **Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 4158/4258/4358 - Employee Security)

2. **Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed**

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

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child

4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student

5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time

6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members

7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

(cf. 3515.2 - Disruptions)

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records

10. Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information

(cf. 3580 - District Records)

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

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

(cf. 4040 - Employee Use of Technology)

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

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

Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

(cf. 4117.7/4317.7 - Employment Status Reports)

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

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

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Notifications

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

44050 Employee code of conduct; interaction with students

44242.5 Reports and review of alleged misconduct

48980 Parental notifications

PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80303 Reports of dismissal, resignation and other terminations for alleged misconduct

80331-80338 Rules of Conduct for Professional Educators

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Educational Leaders, February 2014

California Standards for the Teaching Profession, 2009

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Professional Standards for Educational Leaders, 2015

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

WESTED PUBLICATIONS

Moving Leadership Standards into Everyday Work: Descriptions of Practice, 2003

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

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

California Federation of Teachers: <http://www.cft.org>
California School Employees Association: <http://www.csea.com>
California Teachers Association: <http://www.cta.org>
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>
Council of Chief State School Officers: <http://www.ccsso.org>
WestEd: <http://www.wested.org>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT
adopted: January 9, 1997 Los Banos, California
revised: May 10, 2017

Los Banos USD

Administrative Regulation

Sexual Harassment

(for board approval)

AR 4119.11 4219.11, 4319.11

Personnel

This administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; 5 CCR 4916) **Government Code 12940; 2 CCR 11034**

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of ~~the such conduct by the individual~~ is used as the basis for an employment decision affecting ~~him/her~~ **the individual**.
3. ~~The conduct has the purpose or effect of having a negative impact upon the individual's work or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. The conduct is sufficiently severe, persistent, pervasive, or objectively offensive so as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.~~ **Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.**
4. ~~Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district.~~

Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

~~Other~~ examples of actions that might constitute sexual harassment **in the work or educational setting**, whether committed by a supervisor, a co-worker, or a non-employee, ~~in the work or educational setting~~, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments

about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

~~Prohibited sexual harassment may also include any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.~~

Training

~~Every two years, The Superintendent or designee shall ensure that supervisory all employees receive at least two hours of classroom or other effective interactive training and education— regarding the district's sexual harassment policies when hired and periodically thereafter. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position.— (Government Code 12950.1) The training shall include how to recognize prohibited or harassing conduct, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.~~

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 5145.7 - Sexual Harassment)

~~The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state laws on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment. The training shall also include all of the content specified in 2 CCR 7288.0 and practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation.— (Government Code 12950.1; 2 CCR 7288.0)~~

~~In addition, the Superintendent or designee shall ensure that all employees receive periodic training regarding the district's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the district's complaint procedures.~~

Every two years, the Superintendent or designee shall ensure that supervisory employees

receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

(cf. 4300 - Administrative and Supervisory Personnel)

The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention, and correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability
2. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment
4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint
5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed
6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received

7. **The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance**

8. **Practical examples of harassment based on gender identity, gender expression, and sexual orientation**

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted

2. Be provided to **every district employee** ~~each faculty member, all members of the administrative staff, and all members of the support staff~~ at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

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

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or **the district** ~~a copy of district information sheets~~ that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

~~(cf. 4031 - Complaints Concerning Discrimination in Employment)~~

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact DFEH and the EEOC

7. The protection against retaliation provided by 2 CCR 7287.8 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment **and the DFEH poster regarding transgender rights.** (Government Code 12950)

~~It is the district's responsibility under state and federal law for responding to complaints of sexual harassment. All allegations, verbal, informal or written, must be investigated in a prompt and equitable manner.~~

Title IX Coordinator

~~The Board designates the following Title IX Coordinator to receive and investigate complaints of sexual harassment and ensure the district's compliance with law:~~

~~Shanna Spiva, Director of Human Resources
Los Banos Unified School District
1717 S. 11th Street
Los Banos, CA 93635
(209) 826-6100~~

~~This coordinator shall ensure that he/she, in addition to other employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.~~

~~All student to student allegations of sexual harassment shall be investigated and resolved by the appropriate site level administrator or designee responsible for student discipline and reported to the Title IX Coordinator.~~

~~All other allegations of sexual harassment (not involving student to student harassment) shall be reported to the Title IX Coordinator for investigation and resolution.~~

Reporting Process

~~Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee or job applicant shall immediately report this incident to his/her supervisor. The supervisor shall immediately forward the report to the Title IX Coordinator.~~

~~In any case of sexual harassment involving the complainant's supervisor, the complainant may~~

report the incident directly to the Title IX Coordinator.

~~Allegations of sexual harassment of or by a student shall be reported in accordance with BP/AR 5145.7.~~

~~(cf. 5145.7 – Sexual Harassment of or by Students)~~

Investigation

~~Once a complaint has been reported, the individual responsible for investigating and resolving the complaint shall notify the complainant with 10 working days of receipt of the complaint and immediately investigate the complaint in accordance with this Administrative Regulation. Allegations shall be investigated and a written response provided to the complainant within 60 days from the initial complaint. If additional time is required to investigate the complaint, the person responsible for investigating the complaint will inform the complainant in writing. At the conclusion of the investigation the written investigative report shall be completed, which includes:~~

- ~~1. The specific time and dates of the allegation(s).~~
- ~~2. By name which individuals were involved either as victims, perpetrators or witnesses.~~
- ~~3. Copies of all witness statements and interview notes that indicate the name of the interviewer, the witness and the date of the interview.~~
- ~~4. The results of the investigation including a determination of whether harassment or discrimination occurred and an explanation of the basis for the determination.~~
- ~~5. Any corrective actions taken to end the harassment.~~
- ~~6. A description of the effects of the harassment on the person(s) affected by the harassment.~~

~~It is critical that all complaints be investigated in a prompt, thorough, impartial and confidential manner and that appropriate interim measures are taken during the investigation as necessary to prevent further possible harm. Interviews of all parties, victims, witnesses, alleged harasser, must be conducted, and notes, written statements, or tape recordings must be made, reflecting the names of the witness and the interviewer, the date of the interview, and the content of the interview. Records of the interviews conducted, as well as other documents and notes obtained or created during the investigation, must be retained. Prompt investigations are necessary so that people can recall events detail. All information, interviews, notes, etc. must be accurate and kept confidential. The investigator must remain impartial, objective and unbiased.~~

Findings

~~A notice of the district/school's determination will be provided to the complainant. The notice~~

~~will include a statement whether sexual harassment occurred, the basis for the determination and the steps taken to resolve the complaint.~~

Record Keeping

~~The Title IX Coordinator is responsible for the thorough investigation and reporting of all complaints and allegations of sexual harassment and/or discrimination. The Title IX Coordinator shall maintain a record of all reported cases of sexual harassment and/or discrimination to enable the district to monitor, address and prevent repetitive harassing behavior in its schools.~~

Regulation	LOS BANOS UNIFIED SCHOOL DISTRICT
approved:	September 13, 2007 Los Banos, California
revised:	July 17, 2008
revised:	May 10, 2018

Los Banos USD

Board Bylaw

Student Board Members

(for board approval)

BB 9150

Board Bylaws

The Governing Board believes that engaging the student body and seeking its input and feedback regarding the district's educational programs and activities are vital to achieving the district's mission of educating district students. To enhance communication between the Board and the student body and to encourage student involvement in district affairs, the Board shall include at least one student Board member selected by the district's high school students in accordance with procedures approved by the Board.

In order to enhance communication and collaboration between the Governing Board and the student body and to teach students the importance of civic involvement, the Board supports the participation of high school students in district governance.

Petition

High school students may submit a petition to the Board requesting the appointment of at least one student Board member. (Education Code 35012)

To qualify for Board consideration, the petition for student representation shall contain the signatures of no less than 500 regularly enrolled high school students or no less than 10 percent of the number of regularly enrolled high school students, whichever is less. (Education Code 35012)

Within 60 days of receiving a student petition, or at the next regularly scheduled Board meeting if no meeting is held within those 60 days, the Board shall order the inclusion of at least one student member on the Board. (Education Code 35012)

Election of Student Board Member

Student Board member positions shall be filled by a vote of students enrolled in the high school(s) in accordance with procedures prescribed by the Board. (Education Code 35012)

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

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

The term of student Board member(s) shall be one year, commencing on July 1. (Education Code 35012)

Role and Responsibilities of Student Board Members

Student Board member(s) shall have the right to attend all Board meetings except closed

(executive) sessions. (Education Code 35012)

~~The term of a student Board member shall be one year, commencing on July 1 of each year. A student Board member shall have the right to attend all Board meetings except closed (executive) sessions. (Education Code 35012)~~

(cf. 9321 - Closed Session Purposes and Agendas)

~~A student Board member shall be seated with other members of the Board. In addition, a student Board member shall be recognized at Board meetings as a full member, shall receive All materials presented to other Board members except those related to closed sessions, and may~~ **shall be participate in questioning witnesses and discussing issues. presented to student Board members at the same time they are presented to voting Board members. Student Board member(s) shall also be invited to attend staff briefings or be provided with a separate staff briefing within the same timeframe as the briefing of other Board members. (Education Code 35012)**

(cf. 9322 - Agenda/Meeting Materials)

~~A student Board member may cast preferential votes on all matters except those subject to closed session discussion. Preferential votes shall be cast prior to the official Board vote and shall not affect the final numerical outcome of a vote. Preferential votes shall be recorded in the Board minutes. Student Board member(s) shall be recognized at Board meetings as full member(s), shall be seated with other members of the Board, and shall be allowed to participate in questioning witnesses and discussing issues. (Education Code 35012)~~

Student Board member(s) shall be allowed to cast preferential votes on all matters except those subject to closed session discussion. Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. Preferential votes shall not affect the final numerical outcome of a vote. (Education Code 35012)

(cf. 9324 - Minutes and Recordings)

~~A Student Board member(s) may make motions that may be acted upon by the Board, except on matters dealing with employer-employee relations pursuant to Government Code 3540-3549.3. (Education Code 35012)~~

A student Board member shall not be liable for any acts of the Board. (Education Code 35012)

(cf. 9323.2 - Actions by the Board)

~~A Student Board member(s) shall be entitled to be reimbursed for mileage to the same extent as other members of the Board but shall not receive compensation for attendance at Board meetings. (Education Code 35012)~~

(cf. 3350 - Travel Expenses)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Student Board Member Development

As necessary, The Superintendent or designee shall ~~may~~, at district expense, provide learning opportunities to student Board members, through trainings, workshops, and conferences, **such as those offered by the California School Boards Association and other organizations**, to enhance their knowledge, understanding, and performance of their Board responsibilities.

(cf. 9240 - Board Training)

The Superintendent or designee may periodically provide an orientation for student Board member candidates to give them an understanding of the responsibilities and expectations of Board service.

Elimination of Position

Once established, the student Board member position shall continue to exist until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. Such a motion shall be listed as a public agenda item for a Board meeting prior to the motion being voted upon. (Education Code 35012)

Legal Reference:

EDUCATION CODE

33000.5 Appointment of student members to State Board of Education

35012 Board members; number, election and terms; pupil members

35160 Authority of governing boards

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

Management Resources:

WEB SITES

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

California Association of Student Councils: <http://www.casc.net>

California Association of Student Leaders: <http://www.caslboard.com>

National School Boards Association: <http://www.nsba.org>

Bylaw LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: November 10, 2011 Los Banos, California

revised: **May 10, 2018**

Los Banos USD

Administrative Regulation

Before/After School Programs

(for board approval)

AR 5148.2

Students

Grades K-9

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades K-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs. (Education Code 8484.8; 20 USC 7173)

(cf. 6171 - Title I Programs)

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

1. Program Elements

a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6154 - Homework/Makeup Work)

(cf. 6163.4 - Student Use of Technology)

b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 6142.6 - Visual and Performing Arts)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6178 - Career Technical Education)

2. Nutrition

a. If snacks or meals are made available in the program, they shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)

b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

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

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

3. Location of Program

a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)

b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8)

(1) Fewer than 20 students participating in the program component

(2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

(3) A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

(cf. 3540 - Transportation)

4. Staffing

a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 45330, 45344, 45344.5)

(cf. 4222 - Teacher Aides/Paraprofessionals)

b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

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

c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

5. Hours of Operation

a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)

b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

6. Admissions

a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

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

b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

(1) First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year and to students who are identified by the program as being in foster care. (Education Code 8483, 8483.1)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483)

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

(2) Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)

(3) Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.

(cf. 6179 - Supplemental Instruction)

(4) Any remaining capacity shall be filled by students selected at random.

(5) A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.

b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

8. Summer/Intersession/Vacation Programs

a. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)

b. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)

c. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)

d. Any program operating for six hours per day shall provide at least one nutritionally

adequate free or reduced-price meal to each eligible student during each program day.
(Education Code 8483.76)

e. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

(cf. 6177 - Summer Learning Programs)

Grades 9-12

The district's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program shall serve students in any of grades 9-12 as the district may determine based on local needs. (Education Code 8421)

The program shall be operated in accordance with the following guidelines:

1. Program Elements

a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following:
(Education Code 8421)

(1) Tutoring

(2) Career exploration, including activities that help students develop the knowledge and skills that are relevant to their career interests and reinforce academic content

(3) Homework assistance

(4) College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460

b. The program shall include an enrichment element that may include, but is not limited to:
(Education Code 8421)

(1) Community service

(2) Career and technical education

(3) Job readiness

(4) Opportunities for mentoring and tutoring younger students

(5) Service learning

- (6) Arts
- (7) Computer and technology training
- (8) Physical fitness
- (9) Recreation activities

(cf. 6142.4 - Service Learning/Community Service Classes)

- c. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)
- d. The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)
- e. The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)

2. Location of Program

- a. The district's program may operate on one or multiple school sites or at another location approved by the CDE. (Education Code 8421)
- b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)

3. Hours of Operation

- a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)
- b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

The Superintendent or designee shall annually submit to the CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis
2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

(cf. 0500 - Accountability)

Policy LOS BANOS UNIFIED SCHOOL DISTRICT
Adopted May 10, 2018

Los Banos USD

Administrative Regulation

Facilities Inspection

(for board approval)

AR 3517

Business and Noninstructional Operations

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, he/she shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. **Gas Leaks:** Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. **Mechanical Systems:** Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. **Windows and Doors:** Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. **Fences and Gates:** Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. **Interior Surfaces (walls, floors, ceilings):** Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. **Hazardous Materials:** Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.

(cf. 3514 - Environmental Safety)

7. **Structures:** Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. **Fire Safety and Emergency Equipment:** Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required

areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.

9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.

10. Lighting: Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.

11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident.

12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.

13. Restrooms: Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

In addition, in a school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, at least 50 percent of the school's restrooms are stocked with feminine hygiene products, for which students are not charged. (Education Code 35292.6; 20 USC 6314)

14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.

15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building.

16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.

17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.

18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

(cf. 0510 - School Accountability Report Card)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

35292.5-35292.6 School maintenance

HEALTH AND SAFETY CODE

116277 Lead testing in drinking water

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program
UNITED STATES CODE, TITLE 20
6314 Title I schoolwide program
UNITED STATES CODE, TITLE 42
300f-300j-27 Safe Drinking Water Act

Management Resources:

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION
PUBLICATIONS

Facility Inspection Tool: School Facility Conditions Evaluation

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams Case: <http://www.cde.ca.gov/eo/cc/wc/index.asp>

Coalition of Adequate School Housing: <http://www.cashnet.org>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

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

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

Adopted: May 10, 2018 Los Banos California

Los Banos USD

Administrative Regulation

Classified Personnel

(for board approval)

AR 4200

Personnel

Exemption from Classified Service

Individuals hired solely for the following purposes are exempt from the classified service:
(Education Code 45103)

1. **Substitute or short-term employees who are employed** and paid for fewer than 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day

~~Substitute employee means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time.~~

2. Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment
3. Full-time students employed part time
4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district, and which is financed by state or federal funds

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Restricted Positions

Persons employed in restricted positions shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code 45272 and 45273 related to promotional examinations and the filling of vacancies, and shall not acquire permanent status or seniority credit. They shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service, and only upon the subsequent satisfactory completion of the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)

Regulation	LOS BANOS UNIFIED SCHOOL DISTRICT
adopted:	October 1996 Los Banos, California
updated:	November 2002
updated:	May 10, 2018

Los Banos USD

Board Policy

Bullying

(for board approval)

BP 5131.2

Students

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

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

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

(cf. 5145.2 - Freedom of Speech/Expression)

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

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the

development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services)

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

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

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 6163.4 - Student Use of Technology)

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

Intervention

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

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

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

enforcement.

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

(cf. 6164.2 - Guidance/Counseling Services)

Reporting and Filing of Complaints and Investigation

~~Any complaint of bullying, whether it is discriminatory or nondiscriminatory, shall be investigated and resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.~~

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

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

(cf. 1312.3 - Uniform Complaint Procedures)

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

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

Investigation and Resolution of Complaints

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

in AR 1312.3.

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

Discipline

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

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

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

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

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

~~(cf. 4117.3 - Dismissal)~~

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

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

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

32283.5 Bullying; online training

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

Bullying at School, 2003

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

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

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

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

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

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

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

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

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: October 2014 Los Banos, California

revised: December 11, 2014

revised: **May 10, 2018**

Los Banos USD

Administrative Regulation

Withholding Grades, Diploma Or Transcripts

(for board approval)

AR 5125.2

Students

~~Education Code 48904 mandates the Governing Board to establish procedures for withholding a student's grades, diploma, and/or transcripts until reparation is made.~~

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

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

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

- (cf. 5145.6 - Parental Notifications)

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

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

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

When a student who is transferring into the district has had his/her grades, diploma, and/or transcripts withheld by the previous district, the Superintendent or designee shall continue to withhold the student's grades, diploma, and/or transcripts until notified by the previous district that the decision to withhold has been rescinded. (Education Code 48904.3)

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

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

Legal Reference:

EDUCATION CODE

48904 Liability of parent

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

48911 Suspension by principal, designee or superintendent

49069 Absolute right to access

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

Los Banos USD

Board Policy

Travel Expenses

(for board approval)

BP 3350

Business and Noninstructional Operations

~~The Governing Board shall pay for actual and necessary expenses, including travel, incurred by any employee performing authorized services for the district. The Superintendent or designee may authorize an advance of funds to cover necessary expenses.~~ **recognizes that district employees may incur expenses in the course of performing their assigned duties and responsibilities. To ensure the prudent use of public funds, the Superintendent or designee shall establish rules to keep such expenses to a minimum while affording employees a reasonable level of safety and convenience.**

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

~~The Superintendent or designee may approve employee requests to attend meetings in accordance with the adopted budget.~~

The Board shall authorize payment for actual and necessary travel expenses incurred by any employee performing authorized services for the district, whether within or outside district boundaries. (Education Code 44032)

~~Expenses shall be reimbursed within limits approved by the Board. The Superintendent or designee shall establish procedures for the submission and verification of expense claims.~~

The Superintendent or designee shall establish procedures for the approval of travel requests and the submission and verification of expense claims. He/she also shall establish reimbursement rates in accordance with law and Board policy.

An employee shall obtain approval from the Superintendent or designee prior to traveling. The Superintendent or designee may approve travel requests in accordance with the adopted budget and upon determining that the travel is authorized or assigned by the employee's supervisor, is necessary to attend a conference or other staff development opportunity that will enhance employee performance, and/or is otherwise necessary to the performance of the employee's duties. Travel expenses not previously budgeted ~~also must be approved on an individual basis by the Board.~~ may be approved on a case-by-case basis by the Superintendent or designee if he/she determines that the travel is essential and that resources may be obtained or redirected for this purpose.

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

All out-of-state travel ~~must have for which reimbursement will be claimed shall be approved~~ in advance by the Board. ~~Travel expenses not previously budgeted also must be approved on an individual basis by the Board.~~

Reimbursable travel expenses may include, but are not limited to, costs of transportation, parking fees, bridge or road tolls, lodging when district business reasonably requires an overnight stay, registration fees for seminars and conferences, telephone and other communication expenses incurred on district business, and other necessary incidental expenses.

The district shall not reimburse personal travel expenses including, but not limited to, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on district-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on district business.

Except as otherwise provided, reimbursement of travel expenses shall be based on actual expenses as documented by receipts.

Authorized employees shall be reimbursed for the use of their own private vehicles in the performance of assigned duties, on either a mileage or monthly basis as determined by the Superintendent or designee. (Education Code 44033)

~~The Board may establish an allowance on either a mileage or monthly basis to reimburse designated employees for the use of their own vehicles in the performance of assigned duties.~~
The mileage allowance provided by the district for employees' use of their private vehicles shall be equal to the rate established by the Internal Revenue Service.

Vehicles should be shared whenever possible to minimize travel costs. No employee shall be entitled to reimbursement for automobile travel when he/she is transported free of charge or by another employee who is entitled to the expense reimbursement.

Any expense that exceeds the maximum rate of reimbursement established by the district shall be reimbursed only with the approval of the Superintendent or designee.

All expense reimbursement claims shall be submitted on a district form, within 10 working days following return from travel when possible. The form shall be accompanied by receipts and any explanation necessary to document that the expenses meet district criteria for reimbursement.

The Superintendent or designee shall approve expense claims only upon verifying that all necessary documentation is provided and that all expenses are appropriate and related to district business. If an expense claim is disallowed due to lack of documentation or inappropriate expenses, the employee may be personally responsible for any improper costs incurred.

When necessary, the Superintendent or designee may approve a cash advance, not to exceed the estimated out-of-pocket reimbursable expenses, to an employee authorized to travel on district business. Within 10 working days following return from travel, the employee shall submit a final accounting with all necessary supporting documentation. He/she shall refund to the district any amount of cash advance exceeding the actual approved reimbursable expenses.

Legal Reference:

EDUCATION CODE

42634 Itemization of expenses

~~44016 Travel expense to employment interview~~

44032 Travel expenses

44033 Automobile allowance

44802 Student teacher's travel expense

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

Per Diem Rates (For Travel Within the Continental United States), Publication 1542

WEB SITES

Internal Revenue Service: <http://www.irs.gov>

U.S. General Services Administration, Per Diem Rates: <http://www.gsa.gov/perdiem>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT
Adopted: February 6, 1997 Los Banos, California
Updated: May10, 2018

Los Banos USD

Administrative Regulation

Charter School Authorization

(for board approval)

AR 0420.4

Philosophy, Goals, Objectives and Comprehensive Plans

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by one of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - ~~Permanent/Probationary~~ **Probationary/Permanent** Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Advisory Committee

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

(cf. 2230 - **Representative and Deliberative Groups**)

Components of Charter Petition

~~A~~ **The charter** petition shall include affirmations ~~of the conditions described in Education Code 47605(d) as well as~~ **that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate**

against a student on the basis of characteristics listed in Education Code 220. It shall also contain reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. The educational program of the **proposed** school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed school will serve high school students, the petition shall describe the manner in which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each "numerically significant" subgroup of students served by the charter school.~~-as defined~~ **The student outcomes shall align with the state priorities identified in Education Code ~~52052~~ 52060 that apply for the grade levels served or the nature of the program operated by the charter school.**

3. The method by which student progress in meeting the identified student outcomes is to be measured. **To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.**

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. ~~Admission requirements, if applicable.~~ **The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceed the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Board approval.**
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Governing Board's satisfaction.
10. The procedures by which students can be suspended or expelled, **for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.**
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)
- a. Designation of a responsible entity to conduct closure-related activities
 - b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - (1) The effective date of the closure
 - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - (3) The students' districts of residence
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
 - c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
 - d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
 - e. Transfer and maintenance of personnel records in accordance with applicable law
 - f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
 - g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962
 - h. Completion and filing of any annual reports required pursuant to Education Code 47604.33

i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the school, including where the school intends to locate (cf. 7160 - Charter School Facilities)
2. The manner in which administrative services of the school are to be provided
3. Potential civil liability effects, if any, upon the school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

Petition Review Committee

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to review submitted petitions and supporting documentation. Such a committee may be used to evaluate the completeness of proposals, the merits of the proposed educational programs, and any concerns that should be addressed by the petitioners, taking into consideration the criteria specified in law and Board policy for approval or denial of petitions. The Superintendent or designee shall also consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

(cf. 1220 - Citizen Advisory Committees)

Regulation	LOS BANOS UNIFIED SCHOOL DISTRICT
approved:	October 13, 2011 Los Banos, California
revised:	August 9, 2012
revised:	March 14, 2013
revised:	May 10, 2018

Los Banos USD

Board Policy

Firearms On School Grounds

(for board approval)

BP 3515.7

Business and Noninstructional Operations

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement and other appropriate individuals and agencies to address the security of school campuses.

- (cf. 3515 - Campus Security)
- (cf. 3515.2 - Disruptions)
- (cf. 3515.3 - District Police/Security Department)
- (cf. 4158/4258/4358 - Employee Security)
- (cf. 5131.4 - Student Disturbances)
- (cf. 5131.7 - Weapons and Dangerous Instruments)

Possession of a firearm on or within 1,000 feet of school grounds is prohibited, except under the limited circumstances specified in Penal Code 626.9. Any person specified in Penal Code 626.9(1)(e) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots. (Penal Code 626.9)

~~The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.~~

If a district employee observes or suspects that any unauthorized person is in possession of a firearm on or near school grounds or at a school activity, he/she shall immediately notify the principal or designee and law enforcement.

The prohibition against the possession of firearms on school grounds ~~District policy regarding the possession of firearms and/or ammunition on~~ shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 1112 - Media Relations)
- (cf. 1113 - District and School Web Sites)
- (cf. 1114 - District-Sponsored Social Media)

Legal Reference:

EDUCATION CODE

32281 Comprehensive safety plan

~~35160 Powers and duties of the board~~

~~35161 Powers and duties of the board; authority to delegate~~

38001.5 District security officers; requirements if carry firearm

PENAL CODE

626.9 Gun Free School Zone Act

830.32 District police department; district decision to authorize carrying of firearm

16150 Definition of ammunition

16520 Definition of firearm

26150-26225 Concealed weapons permit

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 18

921 Definitions, firearms and ammunition

922 Firearms, unlawful acts

923 Firearm licensing

UNITED STATES CODE, TITLE 20

7961 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:

WEB SITES

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

Policy **LOS BANOS UNIFIED SCHOOL DISTRICT**
adopted: **October 12, 2017** **Los Banos, California**
revised: **May 10, 2018**

Los Banos USD

Administrative Regulation

Complaints

(for board approval)

AR 4144 4244, 4344

Personnel

The procedure specified in this administrative regulation shall be used to investigate and resolve ~~Except as specified below, the following procedure shall be used for~~ any complaint by an employee alleging misapplication of the district's policies, regulations, rules, or procedures or for "whistleblower" complaints by an employee or job applicant regarding an improper district activity including, but not limited to, an allegation of gross mismanagement, a significant waste of funds, an abuse of authority, or a specific danger to public health or safety.

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Any of the time limits specified in the following procedure may be extended by written agreement between the district and complainant.

Step 1: Informal Complaint Process

Prior to instituting a formal, written complaint, the employee shall first discuss the issue with his/her supervisor or the principal of the school where the alleged act took place. Formal complaint procedures shall not be initiated until the employee has first attempted to resolve the complaint informally.

Step 2: Site Level Formal Complaint Process

If a complaint has not been satisfactorily resolved through the informal process in Step 1, the complainant may file a written complaint with his/her immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint. If an employee fails to file a written complaint within 60 days, the complaint shall be considered resolved on the basis of the preceding step.

In the written complaint, the employee shall specify the nature of the problem, including names, dates, locations, witnesses, the remedy sought by the employee, and a description of informal efforts to resolve the issue.

Within 10 working days of receiving the complaint, the immediate supervisor or principal shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 3: District Level Appeal

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the written response from the immediate supervisor or the principal. The complainant shall include all information presented to the immediate supervisor or principal at Step 2.

Within 10 working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation, including reviewing the investigation and written response by the immediate supervisor or principal at Step 2, and shall meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 4: Appeal to the Governing Board

If a complaint has not been satisfactorily resolved at Step 3, the complainant may file a written appeal to the Board within five working days of receiving the Superintendent or designee's response. All information presented at Steps 1, 2, and 3 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a written report describing attempts to resolve the complaint and the district's response.

The Board may uphold the findings by the Superintendent or designee without hearing the complaint or the Board may hear the complaint at a regular or special Board meeting. The hearing shall be held in closed session if the complaint relates to matters that may be addressed in closed session in accordance with law.

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall make its decision within 30 days of the hearing and shall send its decision to all concerned parties. The Board's decision shall be final.

Alternate Procedures

Complaints alleging unlawful discrimination on any basis specified in the district's nondiscrimination policies, including complaints of sexual harassment, shall be resolved in accordance with the district's procedure in **BP/AR 4030 - Nondiscrimination in Employment**.

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

~~(cf. 4031 - Complaints Concerning Discrimination in Employment)~~

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Complaints regarding unlawful discrimination in district programs or the district's failure to comply with state or federal laws regarding educational programs shall be resolved in accordance with **BP/AR 1312.3 - Uniform Complaint Procedures**. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, or an urgent or emergency facility condition ~~or the failure to provide intensive instruction to students who did not pass the high school exit examination by the end of grade 12~~ shall be resolved in accordance with **AR**

1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186; 5 CCR 4621)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

For complaints regarding working conditions or other subjects of negotiation, the employee shall use the grievance procedure specified in the applicable collective bargaining agreement.

Regulation	LOS BANOS UNIFIED SCHOOL DISTRICT
approved:	September 13, 2007 Los Banos, California
revised:	May 10, 2018

Los Banos USD

Board Policy

(for board approval)

Suspension and Expulsion/Due Process

BP 5144.1

Students

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

~~To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 - Discipline. (Education Code 48900.5)~~

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation. **(Education Code 48900.5)**

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 1020 - Youth Services)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

~~The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be those specified in law and administrative regulation.~~

~~District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, and in accordance with the district's nondiscrimination policies.~~

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

~~Removal from Class by a Teacher and Parental Attendance~~

~~When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to~~

~~attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)~~

~~Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.~~

~~Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)~~

~~When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)~~

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

~~A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)~~

~~At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.~~

~~When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other method that maintains the confidentiality of the student's records.~~

~~(cf. 5125 – Student Records)~~

~~District regulations and school site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)~~

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an **open session of a Board meeting**.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

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

Maintenance and Monitoring of Outcome Data

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, **and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine** whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
 Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
 Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118
 Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807
 John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
 ATTORNEY GENERAL OPINIONS
 84 Ops.Cal.Atty.Gen. 146 (2001)
 80 Ops.Cal.Atty.Gen. 348 (1997)
 80 Ops.Cal.Atty.Gen. 91 (1997)
 80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

CSBA: <http://www.csba.org>
 California Attorney General's Office: <http://www.oag.ca.gov>
 California Department of Education: <http://www.cde.ca.gov>
 U.S. Department of Education, Office for Civil Rights:
<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>
 U.S. Department of Education, Office of Safe and Healthy Students:
<https://www2.ed.gov/about/offices/list/oese/oshs>

Policy	LOS BANOS UNIFIED SCHOOL DISTRICT
Adopted	April 9, 2009
Revised	July 15, 2010
Revised	December 12, 2013
Revised	May 10, 2018

Los Banos USD

Administrative Regulation

Suspension And Expulsion/Due Process

(for board approval)

AR 5144.1

Students

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. ~~Removal from a particular class shall not occur more than once every five school days.~~

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim

suffered great or serious bodily injury (Education Code 48900(a) and (t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Knowingly received stolen school property or private property (Education Code 48900(l))

12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying ~~also shall~~ includes an act of **cyber sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another**

student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission of a communication originated on or off the school site ~~including, but not limited to, a message, text, sound, image, or post on a social network Internet web site~~ **by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, A post on a social network Internet of a communication including,** but not limited to: (Education Code 48900(r))

a. A message, text, sound, video, or image

b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

(Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Suspension from Class by a Teacher

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the

principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

~~Pursuant to Board policy, a teacher may require the parent/guardian of a student whom the teacher has removed to attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)~~

~~The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.~~

~~This notice shall also:~~

- ~~1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date~~
- ~~2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student~~
- ~~3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1~~

~~Suspension by Superintendent, Principal, or Designee~~

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

~~Suspension by Superintendent, Principal or Principal's Designee~~

To implement disciplinary procedures at a school site, the principal may, in writing, designate as

the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

~~The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)~~

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, **including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against him/her**, and shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no

penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

Authority to Expel

~~A student may be expelled only by the Board. (Education Code 48918(j))~~

~~The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)~~

~~For all other grounds listed above under "Grounds for Suspension and Expulsion," the Board shall order a student expelled upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (e))~~

- ~~1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct~~
- ~~2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others~~

Mandatory Recommendation for Expulsion

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not

more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing

7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing

officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is

disrupting the hearing.

e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three

or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension. ~~However the board may offer independent study as a voluntary alternative placement option for expelled students.~~

(cf. 6158 - Independent Study)
(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

~~Readmission procedures shall be as follows:~~

~~1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)~~

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. **The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.**
3. ~~The Superintendent or designee shall determine if readmission is granted.~~
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Superintendent or designee may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Superintendent or designee denies the readmission of a student, the

Superintendent or designee shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

6. The Superintendent or designee shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Superintendent or designee the Superintendent or designee has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

~~Outcome Data~~

~~The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)~~

- ~~1. The number of students recommended for expulsion~~
- ~~2. The specific grounds for each recommended expulsion~~
- ~~3. Whether the student was subsequently expelled~~
- ~~4. Whether the expulsion order was suspended~~
- ~~5. The type of referral made after the expulsion~~
- ~~6. The disposition of the student after the end of the expulsion period~~

Regulation LOS BANOS UNIFIED SCHOOL DISTRICT
adopted: April 9, 2009 Los Banos, California
revised: July 15, 2010
revised: December 12, 2013
revised: **May 10, 2018**

Los Banos USD

(for board approval)

Board Policy

Discipline

BP 5144

Students

The Governing Board desires to prepare youth **is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship** by fostering self-discipline and personal responsibility. The Board ~~perceives that good planning, a good understanding of each child,~~ **believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support,** and parent involvement can minimize the need for discipline. Teachers shall use positive conflict resolution techniques and avoid unnecessary confrontations. When misconduct occurs, staff shall make every effort to identify and correct the causes of the student's behavior. **disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.**

~~Board policies and regulations shall delineate acceptable student conduct and provide the basis for sound disciplinary practices. Each school shall develop disciplinary rules in accordance with law to meet the school's individual needs.~~

~~Staff shall enforce disciplinary rules fairly and consistently, without regard to race, creed, color or sex.~~

~~In order to maintain safe and orderly environments, the Board shall give employees all reasonable support with respect to student discipline. If a disciplinary strategy is ineffective, another strategy shall be employed. Continually disruptive students may be assigned to alternative programs or removed from school.~~

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.5 - Student Success Teams)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3553 - Free and Reduced Price Meals)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

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

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Legal Reference:

EDUCATION CODE

32280-32288 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

48980-48985 Notification of parent/guardian

49000-49001 Prohibition of Corporal Punishment

49330-49335 Injurious objects

49550-49562 Meals for needy students

52060-52077 Local control and accountability plan

CIVIL CODE

1714.1 Parental liability for child's misconduct

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program

1773 School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES
Classroom Management: A California Resource Guide for Teachers and Administrators of
Elementary and Secondary Schools, 2000
STATE BOARD OF EDUCATION POLICIES
01-02 School Safety, Discipline, and Attendance, March 2001
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline,
January 2014
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
Public Counsel: <http://www.fixschooldiscipline.org>
U.S. Department of Education, Office for Civil Rights:
<http://www.ed.gov/about/offices/list/ocr>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT
approved: June 12, 1997 Los Banos, California
revised: May 10, 2018

Board Reference Material

SUBJECT TITLE: **Level I & Commercial Developer Fee Rate Increase**

REQUESTED ACTION: Hold a Public Hearing and Adopt Resolution #16-18

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board hold a public hearing, receive input from interested parties, and adopt resolution #16-18 to approve the Level I and Commercial Developer Fee increase for Los Banos Unified School District.

BACKGROUND INFORMATION:

Every two years a cost of living increase is approved by the State Allocation Board for the statutory developer fee rate. The State Allocation Board approved the following increase at their January meeting:

Residential Development: from \$ 5.34 per square foot to \$5.98.

Commercial Development: from \$0.56 per square foot to \$0.61

Pursuant to law a legal notice regarding this public hearing, and the Board's intent to increase the fee, has been placed in the *Los Banos Enterprise and Merced Sun Star*.

The commercial rate increase will become effective May 10, 2018, following Board approval.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

No alternatives or opposition has been identified.

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

This will increase the amount of the developer fees collected on residential and commercial property development. The amount received cannot be determined at this time as fees are based on development activity.

ORIGINATOR: Don Laursen, Assistant Superintendent

Date: May 10, 2018

**BOARD OF EDUCATION
LOS BANOS UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 16-18

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
LOS BANOS UNIFIED SCHOOL DISTRICT
AUTHORIZING THE IMPOSITION AND COLLECTION OF
INCREASED DEVELOPER FEES ON NEW RESIDENTIAL AND COMMERCIAL
CONSTRUCTION**

WHEREAS, the terms of Assembly Bill 1600 (hereinafter “AB 1600”), Chapter 927 of the Statutes of 1988, became effective on January 1, 1989, and are codified at Government Code Section 66000, et seq.; and

WHEREAS, AB 1600 requires that any local agency which establishes, increases or imposes a fee as a condition of approval of a development project on or after January 1, 1989, shall make specified findings relating to the purpose and use of the fee and relating to the reasonable relationship between the fee’s use and the type of development, and the need for the public facility and the type of development; and

WHEREAS, any local agency imposing a fee as a condition of approval of a development project after January 1, 1989, must also determine a reasonable relationship between the amount of the fee and cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed; and

WHEREAS, Government Code Section 66018 requires that prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency must hold at least one public hearing at a regularly scheduled meeting, at which time oral or written presentations may be made, and the local agency must publish the time and place of the meeting, as well as a general explanation of the matter to be considered, in accordance with Government Code Section 6062a; and

WHEREAS, the District has undertaken a study entitled “School Facility Fee Justification Study for Residential, Commercial and Industrial Development Projects” (the “study”) dated March 2018; and

WHEREAS, the study was available for public inspection and review at least ten (10) days before the public hearing held prior to adoption of this resolution; and

WHEREAS, the study demonstrates an expected increase in residential housing of 74 units in the next five (5) years within the District’s boundaries; and

WHEREAS, the District must impose development fees at the maximum amount allowed by law upon new residential development in order to provide sufficient revenue to construct additional school facilities needed to house students generated by new development within the District; and

WHEREAS, the District does not have other sources of sufficient funds available to it to construct facilities to house students generated by such residential development.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board is adopting the fee for commercial/industrial property as described in the study. The fee on commercial/industrial development is Sixty-One Cents (\$0.61) per square foot as adopted by the State Allocation Board in January 2018. The discussion on commercial/industrial property in the study is to verify that the District still has the authority to levy fees on commercial/industrial property.

2. The Board hereby finds that notice of the public hearing on adoption of this Resolution No. 16-18 was published in accordance with Government Code Section 6062a and was mailed to those parties who sent written requests to receive such notice at least 14 days prior to the public hearing, and that the public was given the opportunity to comment at the public hearing held prior to adoption of this Resolution No.16-18.

3. The levy of the fees as described below is not subject to the California Environmental Quality Act ("CEQA") pursuant to Education Code Section 17621(a).

4. Subject to Section 4.c below, the Board hereby adopts and levies the following statutory school fees to be levied against all new assessable residential construction and development within the boundaries of the District, to be effective sixty (60) days after adoption of this Resolution No.16-18.

a. Three Dollars and Seventy-Nine Cents (\$3.97) per square foot of assessable space on all new residential construction (including mobile homes under Education Code Section 17625) and other residential construction which adds more than 500 net square feet of assessable space to an existing residential structure, unless exempted under Revenue and Taxation Code Section 74.3.

b. Sixty-One Cents (\$.61) per square foot of assessable space for Senior Citizen housing in accordance with Government Code Sections 65995.1 and 65995.2.

c. The fees levied pursuant to Section 4.a above shall only be effective at any time that the Alternative Level II and Alternative Level III fees levied pursuant to Senate Bill 50 are not in full force and effect. The fees levied through this Resolution No.16-18 for new residential development, other than Senior Citizen housing, are only "back-up fees" to be levied if Resolution No.15-18 expires without a successor resolution, or if it is determined by a court of competent jurisdiction that Resolution No.15-18 is unenforceable.

d. The District may expend fees collected under this resolution to pay for the cost of the study, and in addition may expend up to three percent (3%) of the fees collected in any fiscal year for reimbursement of the administrative costs incurred in collecting the fees (Education Code Section 17620(a)(5)).

5. The Board hereby adopts the study, with its findings and conclusions, and incorporates them by reference into this resolution, and specifically finds:

a. The purpose of the fees authorized by this resolution is to finance public school facilities and school sites to house and provide educational services for increased student enrollment caused by new development within District boundaries. The study shows an estimated enrollment increase of students in grades K-12, in the next five years from new homes, causing the need for new school facilities.

b. Development fees collected pursuant to this resolution shall be used to finance new public school facilities and school sites (including additions to existing campuses) to house the additional students to be generated from new development as described in the study.

c. Pursuant to Government Code Section 66007(b), development fees shall be charged upon issuance of a building permit, and shall be paid prior to receiving a certificate of compliance from the District. The District designates the Superintendent responsible for collection and determination of the fee.

d. There is a reasonable relationship between use of the fees imposed by this resolution and the type of development project upon which the fees are imposed in that the fees will be used to construct school facilities to house additional students generated by residential projects within the District, as set forth in the study.

e. There is a reasonable relationship between the need for additional school facilities and the type of project on which the fee is imposed in that new residential development within the District burdens the District's existing facilities and results in additional school-age children who must be educated, creating a need for new school facilities to house these students and to provide other educational services to them.

6. The District finds that there is a reasonable relationship between the amount of the fee and the cost of the public facilities in that the cost of the necessary educational facilities resulting from each individual development equals or exceeds the amount which would be generated through the development fees on each project, as set forth in the study. The study shows that the actual costs of the new school facilities needed on a per dwelling unit basis is more than twice the amount generated by the fees approved by this resolution.

7. The District shall comply with the accounting and reporting requirements of Government Code Section 66001 (c) through (f).

8. The District has established an account for school facilities fees, appropriated funds for school facilities, and adopted a proposed plan for the expenditure of these funds.

9. Pursuant to Education Code Section 17624, the District will repay any fee levied after January 1, 1990, against a development project for which the building permit expires without the commencement of construction, less the amount of actual administrative costs incurred in repaying the fee.

10. The Board directs that the Superintendent shall transmit copies of this resolution to the City of Los Banos and to the County of Merced.

I, Anthony Parreira, hereby certify that I am the President of the Los Banos Unified School District Board of Education; and that the foregoing resolution is a true and correct copy of the resolution adopted by a vote of a majority of the members of said Board of Education of the LOS BANOS Unified School District, present at a meeting of said Board on the 10th day of May, 2018, at which a quorum was present.

APPROVED AND ADOPTED THIS 10th DAY OF May, 2018.

MEMBERS, BOARD OF EDUCATION AND SUPERINTENDENT,
LOS BANOS UNIFIED SCHOOL DISTRICT

Anthony Parreira, President

Dennis Areias, Vice President

Mark Marshall, Superintendent

Margaret Benton, Clerk

Megan Goin-Soares, Member

Ray Martinez, Member

Gary Munoz, Member

Marlene Smith, Member

Board Reference Material

SUBJECT TITLE: Level II Developer Fees

REQUESTED ACTION: Hold Public Hearing and Adopt Resolution #15-18

Action X

Discussion/Information

RECOMMENDATION:

After reviewing our updated School Facility Needs Analysis and holding a public hearing, it is recommended the Board adopt Resolution #15-18, approving the Needs Analysis and establishing fees pursuant to Government Code Sections 65995.5 and 65995.7.

BACKGROUND INFORMATION:

SB50 was the legislation that provided a number of changes to the State School Building Program. It is recommended the Level II residential fee be increased from \$5.34 to \$5.98 effective immediately.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

No alternatives are recommended at this time.

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

The new fee would represent an 11.99% increase.

ORIGINATOR: Don Laursen, Assistant Superintendent

Date: May 10, 2018

LOS BANOS UNIFIED SCHOOL DISTRICT

Resolution No. #15-18

A Resolution Adopting a Needs)
Analysis and Establishing)
Fees Pursuant to Government)
Code §§ 65995.5 and 65995.7)

WHEREAS, under Government Code §§ 65995.5 and 65995.7, which were enacted pursuant to Chapter 407, Statutes of 1998 (“SB 50”), a school district may establish fees to contribute to the funding of school facilities made necessary by new residential construction, following the making of certain findings by its governing board;

WHEREAS, the Los Banos Unified School District (“District”) has undertaken a review of its eligibility to establish fees under the provisions of SB 50;

WHEREAS, consistent with Government Code § 65995.5, the District has prepared a report entitled “School Facility Needs Analysis,” dated February 2018 (“Needs Analysis”), in accordance with the provisions of SB 50;

WHEREAS, the District seeks to establish fees for purpose of funding the construction and reconstruction of school facilities that will be necessary to house the students generated by new residential development within the District’s boundaries;

WHEREAS, the District has determined that it is eligible under Government Code §§ 65995.5 and 65995.7 to establish and levy fees; and

WHEREAS, in accordance with Government Code §§ 65995.5 and 65995.7, the purpose of this Resolution is to declare the District’s eligibility for, and to establish fees consistent with, the information and data set forth in the Needs Analysis presented to the Board of Trustees of the Los Banos Unified School District (“Board”).

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Procedure: This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing on the Needs Analysis at its regular meeting on June 8, 2017. Notice of the time and place of the hearing, which also identified the location and procedure for viewing or requesting a copy of the Needs Analysis, has been published in newspapers of general circulation. The notice included a statement that the Needs Analysis was available to be mailed to any interested party who had previously filed a written request with the District. Letters were unilaterally sent to builders who had previously paid fees to the District. The Needs Analysis was also provided to the County of Merced and the City of Los Banos. Thereafter on June 8, 2017, the Board received written documents and heard oral presentations by District staff and

consultants, received any public testimony on the Needs Analysis, and responded to all written comments, all of which formed the basis for the adoption of this Resolution.

Findings. The Board has considered the information and data included in the presentations and any public comment on the Needs Analysis, and based thereon, the Board hereby adopts the Needs Analysis and makes the following findings:

- (a) Enrollment at District schools presently exceeds capacity;
- (b) Additional development projects within the District, whether new residential construction or residential reconstruction, will generate additional students which will increase the need for school facilities;
- (c) Without the construction of additional school facilities, any future residential development within the District will significantly impact the quality of education presently offered by the District;
- (d) The residential development projected within the District and the number of students generated thereby will further crowd District schools which, without additional school facilities, will result in overcrowding that will impair the normal functioning of the District's educational programs;
- (e) The fees established by this Resolution are for the purpose of imposing and collecting the fees necessary to obtain funds to construct or reconstruct school facilities for students generated by future residential development;
- (f) The fees established by this Resolution will be used to construct and reconstruct new elementary, middle, and high school campuses and/or construct or reconstruct facilities on existing elementary, middle, and high school campuses as well as to construct or reconstruct any other school facility identified in the Needs Analysis;
- (g) The fees established by this Resolution and the use thereof to construct and reconstruct school facilities are reasonably related to the types of future residential development projects on which the fees will be imposed;
- (h) The fees established by this Resolution bear a reasonable relationship to the need for school facilities generated by the additional students created by future residential development in the District;
- (i) The fees established by this Resolution will contribute to the District's share of cost of school facilities necessary to house students generated by future residential development. These fees will not exceed the estimated cost to construct or reconstruct the school facilities for which fees will be used. In making this finding, the Board declares that it has considered other anticipated sources of local revenue that may be available to help fund such facilities;

(j) The Board declares that there is no surplus District property that could be used as a school site or that is available for sale to finance school facilities.

Determination of Eligibility. The District submitted an application to the State Allocation Board (“SAB”) on July 28, 1999, for new facility construction funding, and in order for the District to collect fees established by the approval of this Resolution, the District has been deemed eligible to receive such funding pursuant to Government Code §65995.5(b)(1) as follows:

(a) In accordance with Government Code §65995.5 (b)(3)(C)(ii), the District has issued debt for capital outlay equal to at least 30% of its bonding capacity;

(b) In accordance with Government Code § 65995.5 (b)(3)(D), at least 20% of the District’s teaching stations are located within relocatable classrooms.

Establishing of Fees. Based upon the determination of eligibility and the findings stated above, the Board hereby establishes new fees to be imposed upon residential construction, which are to be known as a “Level II Fee” and a “Level III Fee” respectively, as follows:

(a) The Level II Fee for residential construction is hereby established and set at the rate of \$5.98 per square foot for new residential development. The Level II Fee will be collected as a precondition to the issuance of any building permit for residential construction within District boundaries;

(b) In accordance with the provisions of Government Code § 65995.7, the Board is authorized to establish a fee in an amount higher than Level II Fee in the event the SAB no longer is approving apportionments for new construction. In the event that on or before the anniversary date of this Resolution, the SAB no longer is approving apportionments, a Level III Fee on new residential construction of \$11.96 per square foot may be levied in the same manner as Level II fees;

(c) The Level III Fee will be placed in effect following a determination by the Board at a noticed meeting that the State Allocation Board has properly established the date when funds for new construction were no longer available. The Board, by approval of this Resolution, now adopts the Level III fee and will not during any future determination of whether the State has complied with the requirements of Government Code section 65995.7(a), reconsider the February 2018 Needs Analysis or the Findings made herein establishing the basis for and the amount of the Level III Fee;

(d) Level II and Level III Fees when applicable, shall be imposed on new residential construction for a period of one year following the effective date of this Resolution and shall be reviewed annually to determine if any such fee or any modification thereof, will continue to be imposed on new residential construction.

Additional Mitigation Methods. The fees set forth in this Resolution are not exclusive, and the Board reserves the authority to undertake any and all additional methods to finance school facilities. The Board recognizes that the fees established herein represent the full and complete mitigation on school facilities of impacts related to actions by local government, including but not limited to, the planning, use or development of real property. The Board also reserves the authority to substitute the dedication of land or other property, or other form of a requirement in lieu of the fees levied by way of this Resolution.

Implementation. For new residential units constructed within the District, the Superintendent, or the Superintendent's designee, is authorized to issue a Certificate of Compliance upon the payment of each fee levied under the authority of this Resolution.

California Environmental Quality Act. The Board hereby finds that the fees established pursuant to this Resolution are not subject to the provisions of the California Environmental Quality Act.

Effective Date. The Board orders that the fees established by the approval of this Resolution shall take effect immediately. Level II fees will be collected immediately. Level III fees will only be collected following the Board action described herein.

Notification of Local Agencies. The Superintendent is hereby directed to forward copies of this Resolution to the planning commission and the city council of the City of Los Banos and to the planning commission and the board of supervisors of Merced County.

Severability. If any portion of the Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of the Resolution.

PASSED AND ADOPTED by the following vote of the members of the Board of Trustees of the Los Banos Unified School District this 10th day of May 2018.

AYES:

ABSENT:

NOES:

ABSTAIN:

Mark Marshall
Secretary, Board of Education

Board Reference Material

SUBJECT TITLE: **Issuing State School Bonds**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the attached Resolution #11-18.

BACKGROUND INFORMATION:

On November 8, 2016, California voters approved Proposition 51 authorizing \$7.0 billion of school bonds. However, the State of CA hasn't issued the bonds causing there to be no cash to pay state matching funds for district facilities projects. The attached Resolution calls on the State to issue the already authorized bonds that would allow LBUSD to receive the approximately \$33.3 million in state matching funds we are owed.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This directly supports District Goal #5.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

There is no cost attached to this, only the potential to speed up receipt of State matching facilities funds.

ORIGINATOR: Don Laursen - Assistant Superintendent, Administrative Services
Date: May 10, 2018

**RESOLUTION OF THE GOVERNING BOARD OF
LOS BANOS UNIFIED SCHOOL DISTRICT**

In the Matter of Issuing already Authorized State School Bonds: RESOLUTION NUMBER 11-18

WHEREAS, Article IX Section 5 of the California Constitution finds public education is a State responsibility; and

WHEREAS, Article 1 Section 28 of the California Constitution states that public schools shall be safe, secure and peaceful; and

WHEREAS, the voters of the State of California have, since 1982, consistently approved statewide school construction and modernization bond measures to provide resources through programs contained in the Lease-Purchase Program and School Facility Program, Title 1, Division 1, Part 10, Chapters 12 and 12.5 of the Education Code; and

WHEREAS, on November 8, 2016, voters of California passed Proposition 51 that authorized the State of California to sell \$9 billion worth of statewide school facilities bonds; and

WHEREAS, state school construction and modernization bond funds, as authorized by Proposition 51, are matched with funds provided by local communities through the passage of local bonds and developers fees; and

WHEREAS, as of December 5, 2017, there was a more than \$3.2 billion backlog in project applications filed by school districts seeking matching state bond funds; and

WHEREAS, many school districts that filed their School Facility Program grant fund applications back in 2013 and are still waiting on state funding to pay for school construction projects; and

WHEREAS, Los Banos Unified School District has submitted applications for approximately \$33,303,880 of state matching grant funds; and

WHEREAS, it has been more than one year since voters approved \$7.0 billion for K-12 state school bonds in Proposition 51, and only approximately \$600 million of K-12 Proposition 51 funds will be sold in 2017-18; and

WHEREAS, this current pace of school bond sales does not meet the \$3.2 billion backlog of submitted applications by school districts across the state; and

WHEREAS, an average of more than 90% of previous statewide school bond funds were committed within four (4) years of the measure's passage; and

WHEREAS, at the current pace of state school bond sales, it will be almost a decade before 90% of Proposition 51 K-12 funds will be committed; and

WHEREAS, school districts face rising construction cost inflation the longer the state delays bond sales to fund the submitted applications backlog, resulting in fewer students having access to new and renovated classrooms from Proposition 51; and

WHEREAS, the federal government is increasing interest rates resulting in taxpayers having to pay higher interest costs for school bonds the longer the state delays bond sales; and

WHEREAS, Proposition 98 and the new Local Control Funding Formula are intended to improve educational achievement for all students but do not provide dedicated facilities funding; and

WHEREAS, research demonstrates that quality school facilities have a positive impact on student academic performance, attendance and teacher job satisfaction; and

WHEREAS, the Coalition for Adequate School Housing proposes \$3.0 billion in Proposition 51 bond sales in 2018-19 to meet most of the \$3.2 billion application backlog as of December 2017, so that school districts receive the resources voters promised to adequately serve students, families and their communities;

NOW, THEREFORE, BE IT RESOLVED that Los Banos Unified School District calls on the State of California to process and apportion \$3.0 billion in application backlog by December 31, 2018 and sell \$3.0 billion in Proposition 51 state school bonds during 2018-19 to honor the will of California voters.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of _____,
seconded by _____, at a meeting of the Governing Board on the 10th day of
May, 2018 by the following vote:

Ayes:

Noes:

Abstentions:

Absent:

Secretary/Clerk of District Board

Board Reference Material

SUBJECT TITLE: Revised 2018 Board Meetings Schedule

REQUESTED ACTION: Adopt

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt the Revised 2018 Board meetings schedule.

BACKGROUND INFORMATION:

The Board Meeting Schedule for 2018 was approved at the December 14, 2017 Board meeting. The revised schedule has a date change for Special Meeting from May 24, 2018 to May 29, 2018.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS:

This is an operational activity and does support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

None

ORIGINATOR: Mark Marshall, Ed.D., Superintendent
Date: May 9, 2018

**LOS BANOS UNIFIED SCHOOL DISTRICT
2018 BOARD OF EDUCATION MEETINGS
2nd THURSDAY OF EACH MONTH (unless otherwise noted)
7:00 P.M.
Los Banos City Hall Council Chambers**

REGULAR MEETINGS

Thursday, January 11, 2018
Thursday, February 8, 2018
Thursday, March 8, 2018
Thursday, April 12, 2018
Thursday, May 10, 2018
Thursday, June 14, 2018
Thursday, July 12, 2018
Thursday, August 9, 2018
Thursday, September 13, 2018
Thursday, October 11, 2018
Thursday, November 8, 2018
Thursday, December 13, 2018

SPECIAL MEETINGS

Tuesday, May 29, 2018
Budget Study
5:00 p.m. – LBUSD Boardroom

Thursday, June 21, 2018
LCAP/Budget Approval
5:00 p.m. – LBUSD Boardroom

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
April 12, 2018

City Hall

Mr. Parreira called the meeting to order at 6:00 P.M.	Call to Order
PRESENT: Mr. Areias, Ms. Benton, Ms. Goin, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith	Roll Call
A study session was held prior to the beginning of the meeting to discuss Volunteer/Visitor Policies and Procedures.	Study Session
A closed session was held at 6:15 P.M. for Student Discipline: Cases # 3194978567, #5503871, #3174253367, #5191907692, #3146540927, #9192174851 (Action), Removed: #7114296216, #5502765, #5501269; Compromise & release agreement: OAH case No. 2018030839. (Section 54956.9(a) of the California Government Code).	Closed Session
The regular meeting was opened by Mr. Parreira at 7:03 P.M.	Regular Meeting
The audience was led in the Pledge of Allegiance by Volta Elementary School Pre-School Students followed by a performance of <i>This Land Is Your Land</i> .	Pledge of Allegiance
On a motion by Member Benton, seconded by Member Munoz, Trustees approved the agenda as submitted with a revision to the Certificated Report. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0; Motion carried	Approval of Agenda
Ms. Geneva Brett, Measure X Campaign volunteer committee member, came forward in support of Measure X, encouraging everyone to vote yes.	Public Forum
Mr. Rick Toscano from the American Legion Post 166, announced the 2018 Boy's State representatives: LBHS student Parker Smith, PHS student Erick Manzanarez and alternate to represent either school if necessary, LBHS student Adrian Marquez.	Recognition/ Introductions
Numerous students from Los Banos High School came forward in support of Mr. Coleman, LBHS AP History Teacher, asking that he remain the AP Teacher for next year.	
Ms. Alixandra Germino, Board Certified Behavior Analyst, gave a brief update on the events that have taken place throughout the District in support of Autism Awareness.	
Pacheco High School Student Representative, Marielle Gimeno, reported on the many activities at Los Banos and Pacheco High Schools.	Student Report
No Report	LBTA Report
No Report	CSEA Report

Dr. Marshall offered his condolences to the family of Rodney Huff, classified employee. He gave an update on the recent internet hoax and stressed that the District takes all threats seriously and continue to work with law enforcement to ensure the safety of all of our students and staff. He thanked all administrators, the technology department, Mr. Parreira and Chief of Police, Gary Brizzee for their help with this matter. He said there will be a School Safety follow up meeting with Mr. Martinez and Mr. Parreira. He gave an update on the 11th Street and Pacheco intersection crossing light and will be attending an informative meeting with Caltrans in Sacramento later this month. He reported on Measure X campaign and thanked Mr. Tom Kaljian for allowing the committee to use the Coldwell Banker Kaljian & Associates office for phone banking. He invited everyone to attend the Community Café April 18th at Pacheco High School. He reported that he is busy working on the State of the District Address and the May Superintendent Message. He wished the best of luck to all sites as the District begins the testing season.

Superintendent's
Report

Mr. Don Laursen gave an update on the current projects throughout the District.

Facilities Report

Ms. Smith hoped everyone had a nice Easter Spring Break, she attended the District Band Night, softball and baseball games, and is looking forward to helping promote Bond Measure X. Ms. Goin said she is proud of the students that spoke in support of Mr. Coleman and expressing their passion about their teacher. She expressed condolences to the family of Rodney Huff. Mr. Martinez thanked everyone for attending the meeting, is proud to be part of the Safety Task Force and voiced concerned about bullying within the District. He recently attended SLHS Diversity Day and thanked Principal Chan Meas. Ms. Benton congratulated the LBHS and PHS actors that performed in recent plays, recently attended Legislators Day in Sacramento and attended SLHS Diversity Day. She reported the crossing guards will have highway patrol presence and a new flashing sign has recently been installed. She voiced concern with the stop light installation day still a few years out and encouraged everyone to call Caltrans to express their concern. She gave an update on the phone bank in support of Measure X, thanked Mr. Tom Kaljian for allowing the committee to use the Coldwell Banker office and encouraged everyone to help support the campaign efforts. Mr. Munoz reported that he went to the PHS Career Fair, attended LFE Literacy Night, LBHS Little Mermaid Play, WUES Open House, chaperoned a LBE fieldtrip to Monterey Bay Aquarium, attended SLHS Diversity Day, RME AG Day and he will be attending a musical at LB community theater. Mr. Areias said he has been busy working with student dairy judging teams at his dairy, will be attending WUES AG Day on Friday, and continues to help students prepare for the fair. He recently attended student trap shooting and gun safety event and found that it is a great program to teach gun safety. He said the big focus at the moment is Bond Measure X and he is still concerned that State does not pay the District the money is owes. He said that with the money the state owes and the money the Bond will generate, the District will have money for many years. Mr. Parreira enjoyed acting as master of ceremonies for the All District Band Concert where approximately 450 students performed and thanked those in charge for asking him to be part of such a great event. He encouraged everyone to support Measure X, stating that yard signs showing your support will soon be available for anyone interested.

Trustee Reports

On motion by Member Munoz, seconded by Member Martinez, Trustees adopted Resolution #12-18 Calling for Full and Fair Funding of California's Public Schools. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried	Full and Fair Funding of California's Public Schools
On motion by Member Munoz, seconded by Member Goin, Trustees adopted Resolution #10-18 designating persons performing volunteer services without pay for the school district or county superintendent as employees for the limited purpose of qualifying for workers' compensation insurance coverage under California Labor Code Sections 3200, et seq. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried	Volunteers and Workers' Compensation Resolution
On motion by Member Areias, seconded by Member Martinez, Trustees approved the low bid of \$723,926 from Alameda Construction for the Volta Elementary Modulars Project and authorize the Superintendent or Designee to sign contract documents and issue the Notice to Proceed. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried	Award Recommendation - Volta Elementary
Mr. Mark Pritsch, District Bus Driver, came forward and voiced his concerns regarding the revisions to Policy AR-5131.1. It was agreed that Mr. Laursen with meet with Transportation to continue to discussing the changes. On motion by Member Munoz, seconded by Member Benton, Trustees declared its intent to adopt the following revision to policy changes detailed in the attached AR-5131.1 in order to comply with current practice. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried	Board Policy (First Read)
On motion by Member Areias, seconded by Member Goin, Trustees approved the Consent Calendar as submitted pulling Item B -2 for further discussion.	CONSENT CALENDAR
Trustees approved minutes of the: Regular Meeting held on March 8, 2018.	Minutes
Certificated Report: Appointment: Resigned: Fincher, Jonathan – Westside Elementary Teacher – effective 6/30/2018; Couch, Sara – Creekside Junior High – Assistant Principal – effective 6/30/2018; Davisdon, Deborah – Los Banos High School – Math Teacher – effective 6/30/2018; Solis, Joshua - Pacheco High School – Science Teacher – effective 6/30/2018. Extra Duty Appointments: Kelly Todd-Head Swim Coach – PHS; Hector Gonzalez-Asst. Track Coach-PHS, Danni Brar- Asst. Track Coach-PHS; Mauro Diaz- 7 th Grade Baseball Coach-CJHS, Rolando Flores- 8 th Grade Asst. Baseball Coach-CJHS; Paulina Taylor- 7 th Grade Asst. Softball Coach-CJHS. Resigned: Kelly Todd-Asst. Swim Coach – Pacheco High School. New Hires: Hernandez, Cynthia – SS, Behavior Support Assistant (6.0 Hrs); Lopez, Sonia – FS, Child Nutrition Worker (1.5 Hrs); Tamber, Jatinder – FS, Child Nutrition Worker (2.0 Hrs). Appointments: Lorenzana, Alejandra – HME, Paraprofessional (1.5 Hrs); Padron, Nanci – HME, Paraprofessional (3.25 Hrs). Promotional: Jimenez Fregoso, Veronica – FS, Child Nutrition Worker (7.0 Hrs); Rasberry, Cecilia – FS, Child Nutrition Worker (5.0 Hrs). Retired: Duni, Thais – DO, Executive Secretary – Effective 7/6/2018. Resigned: Conrardy, Matthew – PHS, Custodian – Effective 3-16-18.	Personnel Actions
Trustees approved a list of certificated staff to be offered contracts for the 2018-19	Certificated Contracts 2018-19

school year. Trustees approved permanent status to eligible staff as submitted.	Permanent Employee Status
The monthly Fiscal Report was submitted for Board information.	Fiscal Report
Trustees approved the updated list of student organizations/clubs from Los Banos High School to include the addition of the "American Red Cross".	Student Organization Review/Approval
Trustees approved the 2018 January-March Williams Complaint Summary as submitted.	Williams Report
Trustees adopted the following revision to policy AR 6146.11.	Mandated Policy Changes/Updates (Second Reading)
Trustees approved the following agreements/proposals: Agreement, Teachers College of San Joaquin, Student Teacher Agreement; Agreement, Fresno State University, Student Teacher Agreement; Agreement, Cardiac Science Automated External Defibrillators (AED); Agreement, City of Los Banos and Los Banos Unified School District; Agreement, ODELL Planning & Research, Inc., PHS CEQA; Agreement, Frontline Education, Absence & Substitute Management.	Agreements/ Contracts
Trustees approved the following overnight/out-of-state travel: LBHS Boys' Basketball Team, Cougar Summer Classic, Sparks/Reno NV, June 15-17, 2018; CE Students, MESA Day Regional Competition, UC, Santa Barbara, April 21-22, 2018; CJH Students, MESA Day Regional Competition, UC, Santa Barbara, April 21-22, 2018; RME 6 th Graders, Jack L. Boyd Outdoor School, May 8-11, 2018.	Travel
Trustees declared specified electronic equipment as obsolete and authorized disposal in accordance with Board Policy #3270.	Obsolete Electronic Equipment
The Board declared specific library books and/or textbooks as obsolete and dispose of in accordance with Board Policy #3270.	Obsolete Books
Trustees approved the warrants for payment.	Warrants
After a brief discussion regarding Item B-2, a motion was made by Member Benton, seconded by Member Smith, Trustees approved the Report of Classified Employment. Ayes: Mr. Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	Item B-2 Discussio
On motion by Member Areias seconded by Member Benton, Trustees expelled student case #3194978567 and #5503871 from the District for the remainder of the 2017-18 school year. Trustees expelled Student case #5191907692, #3146540927, #9192174851 and #3174253367 are expelled for the remainder of the school year and the fall semester of the 2018-19 school year. Ayes: Mr. Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	Reporting Closed Session

On Motion by Member Martinez and seconded by Member Munoz, Trustees accepted the Compromise & release agreement: OAH case No. 2018030839. (Section 54956.9(a) of the California Government Code).

No Items

Future Agenda
Items

The meeting was adjourned by Mr. Parreira at 8:29 P.M, in memory of District employee Rodney Huff who recently passed away.

Adjournment

SECRETARY

**LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION**

April 26, 2018

4:30 P.M.

District Office
Boardroom

Mr. Parreira called the meeting to order at 4:32 P.M.

Call to Order

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

Roll Call

ABSENT: Mr. Areias

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

Pledge of
Allegiance

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

Approval of Agenda

No one came forward

Public Forum

Trustees approved the proposal from Alameda Construction for the Loftin Changing Rooms Project and authorized the Superintendent or Designee to sign contract documents and issue the Notice to Proceed. Ayes: Ms. Benton, Ms. Goin, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith; Noes: 0; Absent: Areias, Motion carried.

Contract Award–
Loftin Changing
Rooms Project

Trustees approved the low bid for the Pacheco High School Modulares Project and authorized the Superintendent or Designee to sign contract documents and issue the Notice to Proceed. Ayes: Ms. Benton, Ms. Goin, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith; Noes: 0; Absent: Areias, Motion carried.

Award
Recommendation –
PHS Modular
Project

Trustees approved the piggy-back contract with JTS Modular, Inc. held by Pleasant View School District for the purchase of modular buildings for the Pacheco High School site. Ayes: Ms. Benton, Ms. Goin, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith; Noes: 0; Absent: Areias, Motion carried.

Authorize
Participation in a
Piggyback Contract

Trustees adopted Resolution #13-18 approving the AG Barn project at Pacheco High School campus and finding the project categorically exempt from CEQA. Ayes: Ms. Benton, Ms. Goin, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith; Noes: 0; Absent: Areias, Motion carried.

Exemption
Application and
Resolution

CONSENT
CALENDAR

Trustees approved the following agreements/proposals: Proposal, Technicon Engineering Services, Inc., Loftin Changing Room Project; Proposal, Jim Womack-Inspector of Record Loftin Changing Room Project; Proposal, Technicon Engineering Services, Inc., PHS Modulares; Proposal, Jim Womack-Inspector of Record PHS Modulares Project; Proposal, DC Inspections, Inc., testing services for the PHS Modulares project; Proposal, Leach Group, testing services for the PHS Modulares project.

The meeting was adjourned at 5:02 P.M.

Adjournment

Secretary

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

REPORT OF CERTIFICATED EMPLOYMENT FOR BOARD APPROVAL –May 10, 2018

APPOINTMENT:

Caltabiano, Danielle – Elementary Teacher – effective 7/6/2018
Faria, Gabriella – Chemistry Teacher –Pacheco High School – effective 7/6/2018
O'Masters, Cheanie – Math Teacher- Los Banos High School- effective 7/6/2018
Olivencia, Courtney - Elementary Teacher – Los Banos Elementary – effective 7/6/2018
Sandoval, Oyuky – Elementary School Teacher – effective 7/6/2018
Dias, Zelda – Assistant Principal – Creekside Junior High School – effective 7/1/2018

RESIGNED

McDaniels, Melissa – Associate Pre School Teacher – effective 7/2/2018

EXTRA DUTY

APPOINTMENTS:

Matthew Singh –Asst. Swim Coach- Pacheco High School

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

REPORT OF CLASSIFIED EMPLOYMENT FOR BOARD APPROVAL – May 10, 2018

Tammie Calzadillas, Assistant Superintendent

New Hires:

Rucobo, Rosamaria – SS, Speech Language Pathology Assistant (8.0 Hrs)

Appointments:

Promotional:

Accardo, Tina – DO, Executive Secretary (8.0 Hrs)

Tevis, John – PHS, Custodian (8.0 Hrs)

Trevino, Bernardo – IS, Information Systems Specialist (8.0 Hrs)

Retired:

Resigned:

Leave of Absence:

Board Reference Material

SUBJECT TITLE: **Monthly Fiscal Report**

REQUESTED ACTION: None—report only

Action_____

Discussion/Information __X__

RECOMMENDATION:

The attached reports are provided for informational purposes only.

BACKGROUND INFORMATION:

- Board Financial Summary Report, General Fund
- Enrollment Graphs
- Developer Fee Collection Report (summary only)

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Amer Iqbal, Director of Fiscal Services

Date: May 10, 2018

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 :		105,774,890.00	1,649,157.00-	104,125,733.00	87,242,297.60	16,883,435.40	83.78
FEDERAL REVENUES :		5,112,500.00	2,203,794.00	7,316,294.00	3,266,370.19	4,049,923.81	44.64
OTHER STATE REVENUES :		9,958,703.00	2,306,875.00	12,265,578.00	6,692,453.10	5,573,124.90	54.56
OTHER LOCAL REVENUES :		810,000.00	428,041.00	1,238,041.00	1,020,955.01	217,085.99	82.46
* TOTAL YEAR TO DATE REVENUES		* * 121,656,093.00 *	3,289,553.00 *	124,945,646.00 *	98,222,075.90 *	26,723,570.10 *	78.61
EXPENDITURE DETAIL							
CERTIFICATED SALARIES :		50,790,534.00	325,047.00-	50,465,487.00	41,285,375.99	9,180,111.01	81.80
CLASSIFIED SALARIES :		18,669,563.00	535,762.00-	18,133,801.00	15,351,386.69	2,782,414.31	84.65
EMPLOYEE BENEFITS :		32,862,412.00	550,609.00-	32,311,803.00	24,224,447.16	8,087,355.84	74.97
BOOKS AND SUPPLIES :		8,607,083.00	3,539,196.00	12,146,279.00	3,550,535.87	8,595,743.13	29.23
SERVICES, OTHER OPER. EXPENSE:		7,205,527.00	994,356.00	8,199,883.00	6,581,192.75	1,618,690.25	80.25
CAPITAL OUTLAY :		784,594.00	311,383.00	1,095,977.00	1,091,530.72	4,446.28	99.59
OTHER OUTGOING :		1,640,000.00	35,043.00	1,675,043.00	1,740,926.95	65,883.95-	103.93
DIRECT SUPPORT/INDIRECT COSTS:		381,000.00-	12,713.00-	393,713.00-	.00	393,713.00-	0.00
PRIOR YEAR EXPENDITURE :		1,122,003.00	2,100.00	1,124,103.00	1,081,771.48	42,331.52	96.23
* TOTAL YEAR TO DATE EXPENDITURES		* * 121,300,716.00 *	3,457,947.00 *	124,758,663.00 *	94,907,167.61 *	29,851,495.39 *	76.07
OTHER FINANCING SOURCES (USES)							
INTERFUND TRANSFERS - OUT :		.00		.00	17,930.47-	17,930.47	NO BDGT
CONTRIB.- RESTRICTED PROGRAMS:		.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING		* .00 *	.00 *	.00 *	17,930.47-*	17,930.47 *	NO BDGT

UNRESTRICTED/RESTRICTED COMBINED

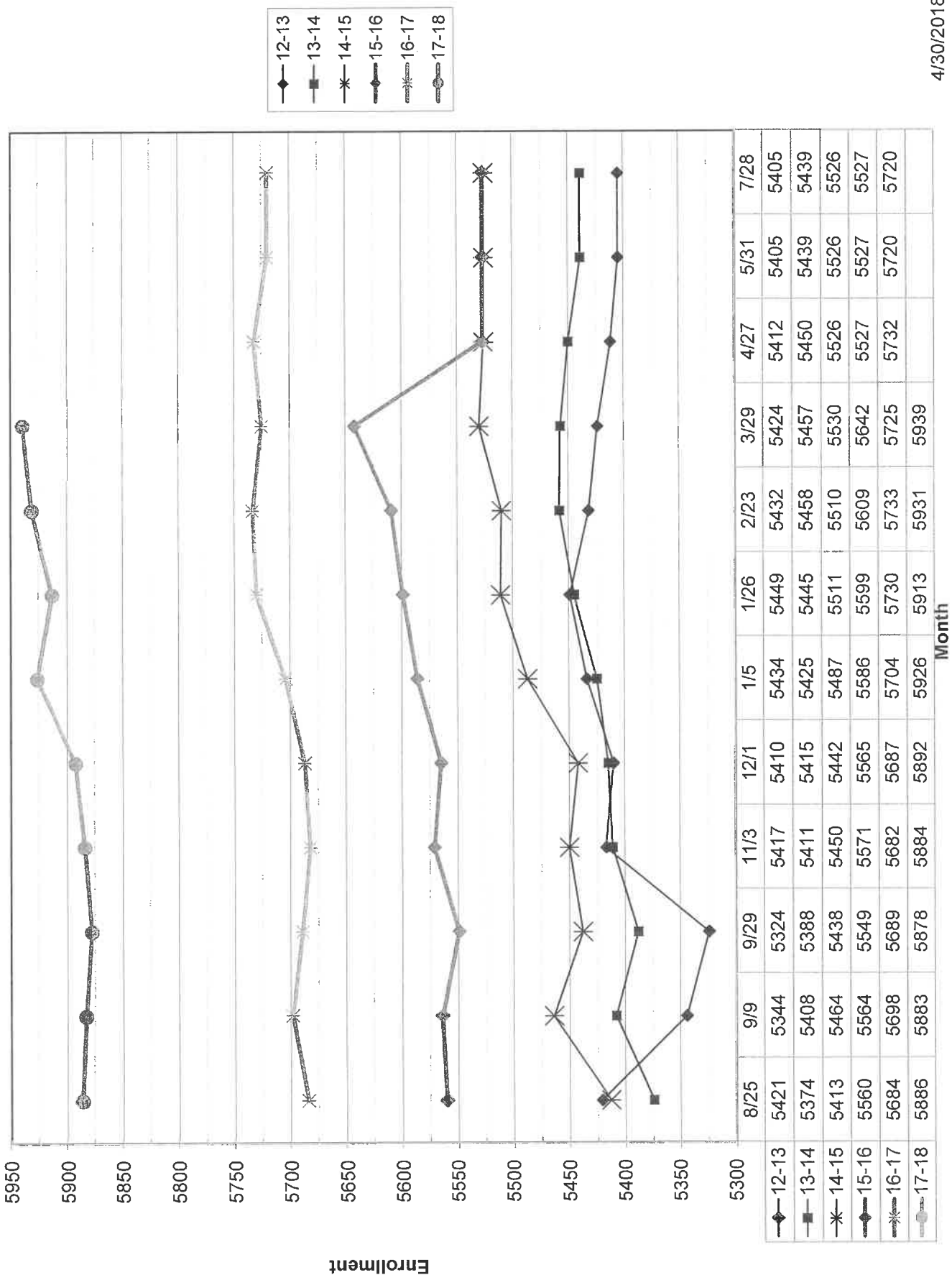
FUND: 01 GENERAL FUND/COUNTY SSF

OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	15,458,309.41	4,326,419.13	19,784,728.54
9130	REVOLVING CASH ACCOUNT	24,900.00	100.00	25,000.00
9135	CASH W/ FISCAL AGENT		69.59-	69.59-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	2,444,314.72	2,287,014.43-	157,300.29
9310	DUE FROM OTHER FUNDS	301,893.89	301,893.89-	.00
9319	DUE FROM OTHER FUNDS - SET UP		30,000.00	30,000.00
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,731,275.67-	2,670,677.22	60,598.45-
9522	STRS REF EXCESS CONTRIBUTION	166.72-	697.18-	863.90-
9550	USE TAX LIABILITY	12,932.46-	4,312.89	8,619.57-
9553	REPAY		861.27	861.27
9554	INSURANCE	5,066.81	34,678.51	39,745.32
9556	MISC DISTRICT VOL-DEDS (1)	100.80	5,283.80-	5,183.00-
9557	Refunds of PERS, STRS, SS, MED		1.83	1.83
9564	RETIREE LIABILITY	17,754.41-	93,901.70-	111,656.11-
9567	INSURANCE MISCELLANEOUS	105.98	81,650.97-	81,544.99-
9610	DUE TO OTHER FUNDS	438.53-	438.53	.00
9640	CURRENT LOANS (TRANS)		1,000,000.00-	1,000,000.00-
9650	UNEARNED (DEFERRED) REVENUE	555,843.72-	.00	555,843.72-

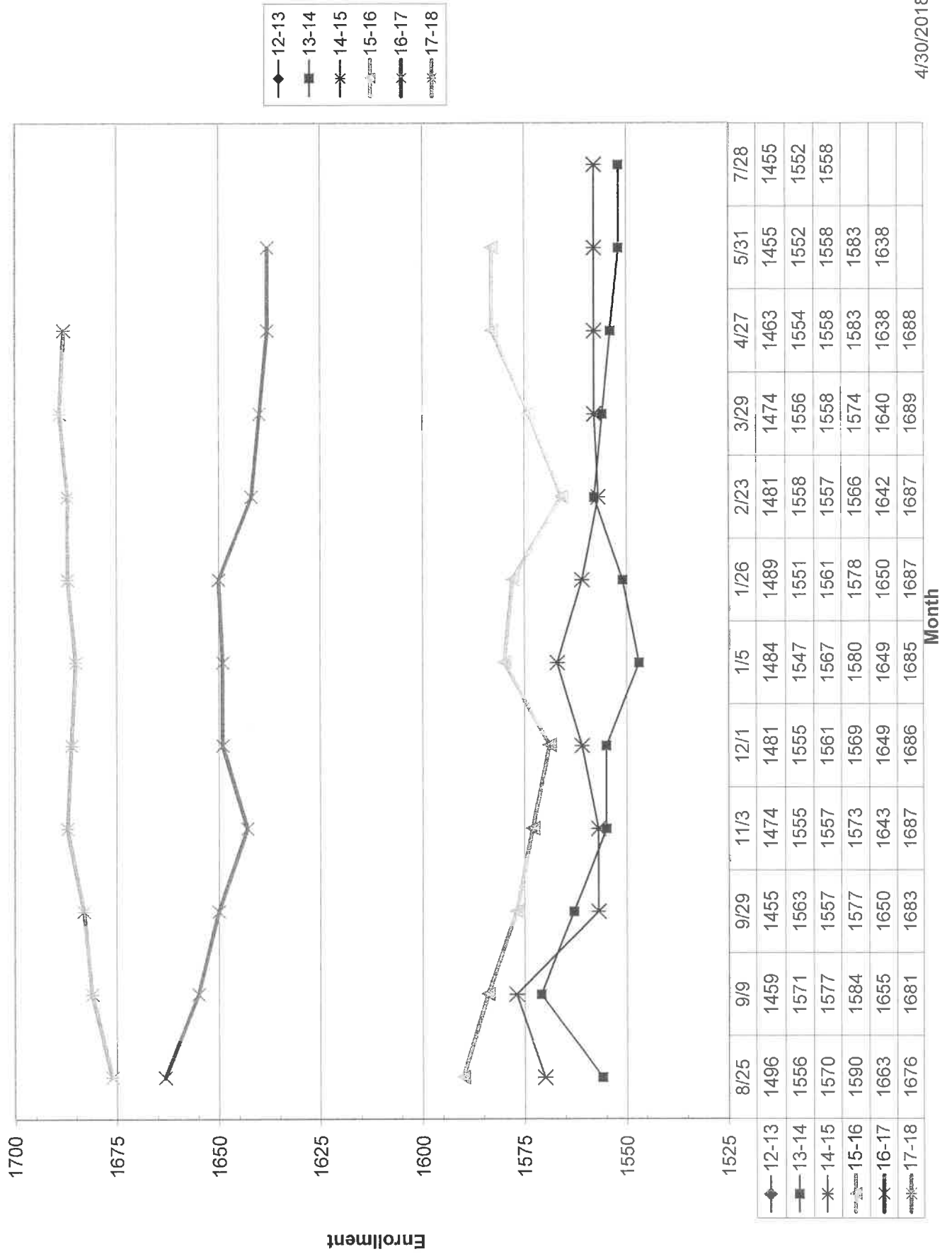
* NET YEAR TO DATE FUND BALANCE	**	14,918,530.10 *	3,296,977.82 *	18,215,507.92 *

* EXCESS REVENUES/(EXPENDITURES)	**	14,918,530.10 *	3,296,977.82 *	18,215,507.92 *

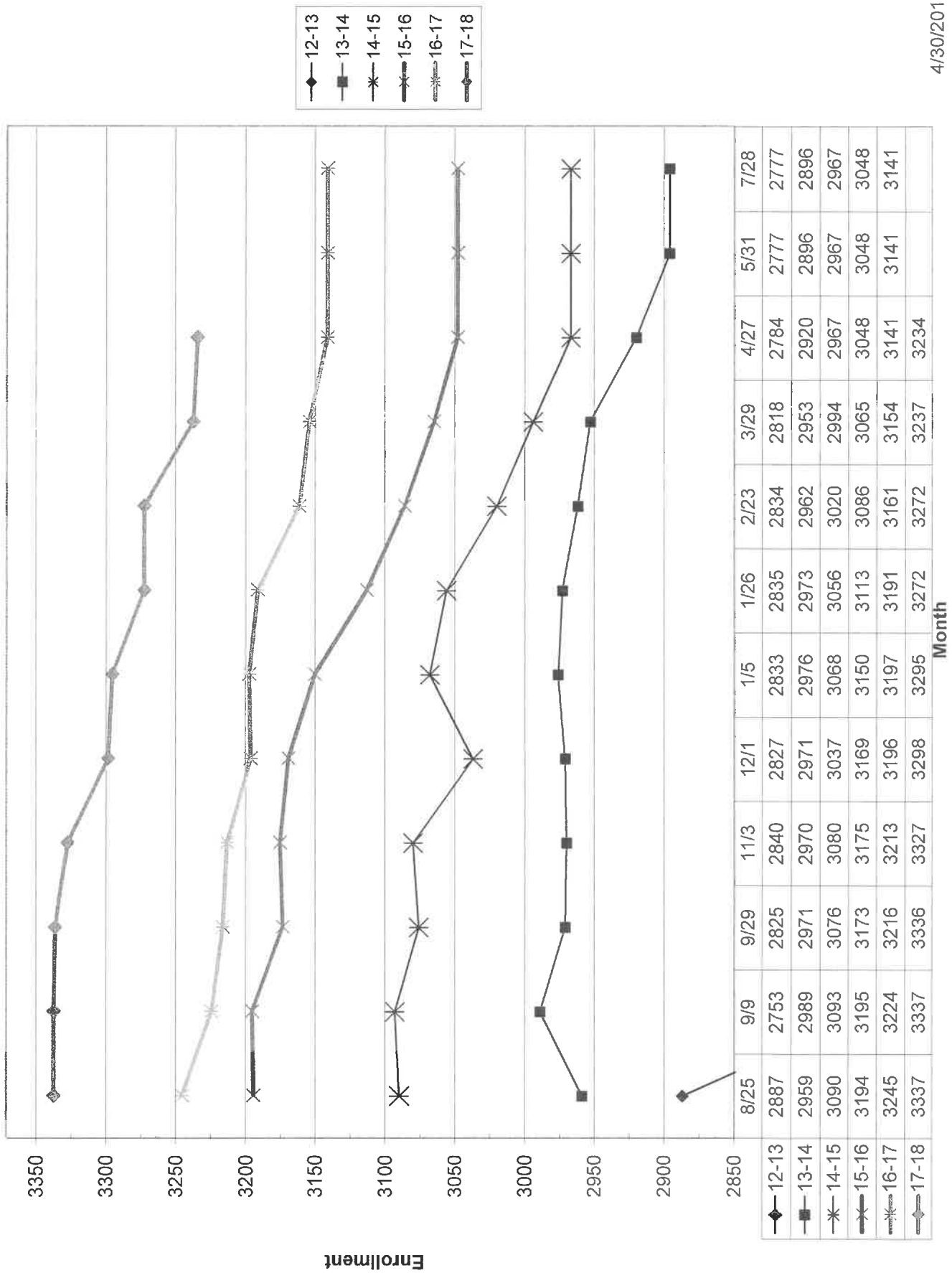
K-6 Enrollment (including SDC) by Month



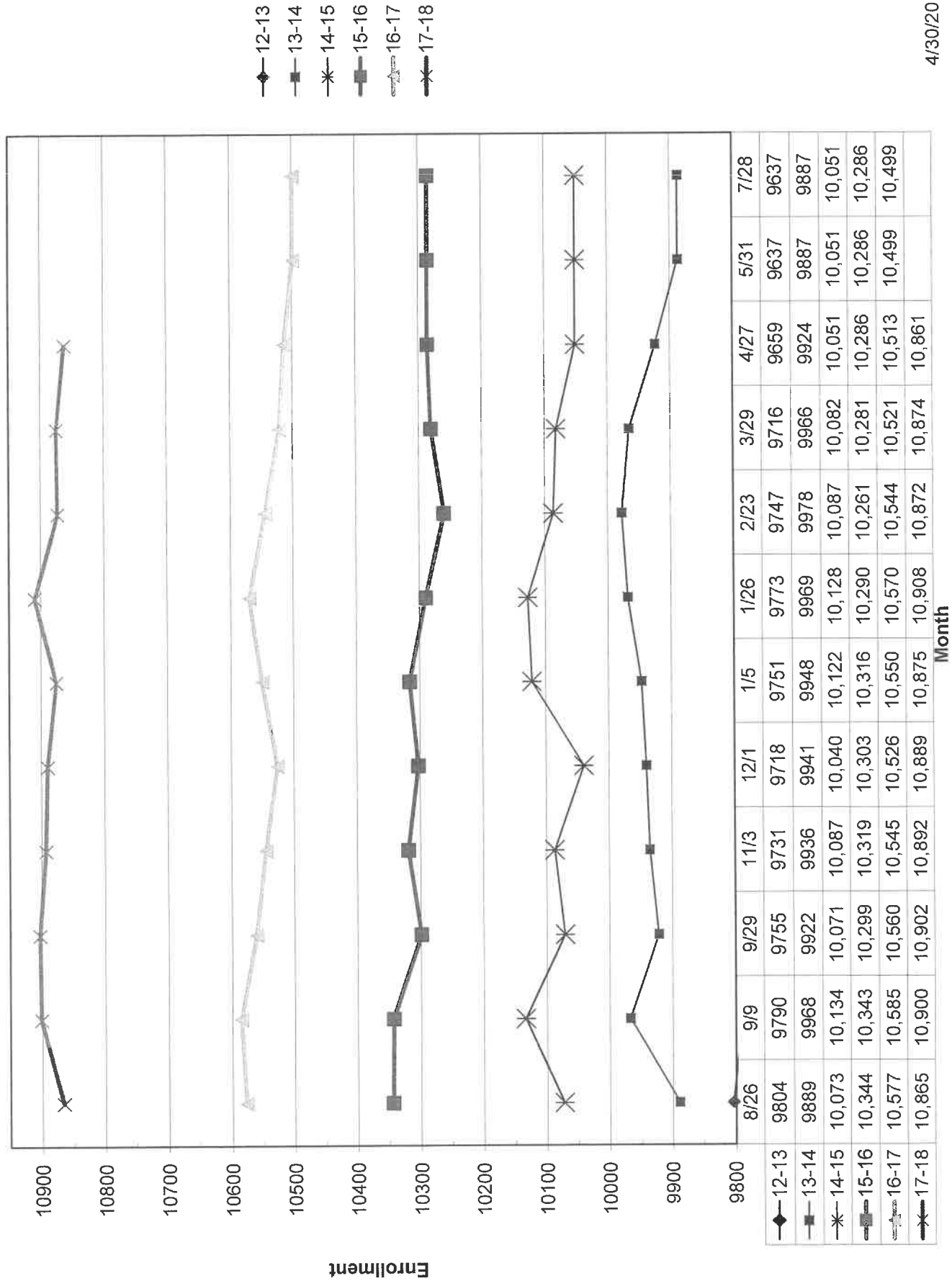
7-8 Enrollment (including SDC)



9-12 Enrollment (including SDC)



K-12 Enrollment (including SDC) by Month



Los Banos Unified School District
2017-2018 Developer Fees

	2014-15	Monthly %	Cumulative %	2015-16	Monthly %	Cumulative %	2016-17	Monthly %	Cumulative %	2017-18	Monthly %	Cumulative %
JUL	\$117,386.08	12.91%	12.91%	\$109,941.25	7.48%	7.48%	\$5,731.20	0.25%	0.25%	\$274,657.79	10.48%	10.48%
AUG	\$78,003.40	8.58%	21.48%	\$105,310.08	7.17%	14.65%	\$26,649.18	1.16%	1.41%	\$208,796.85	7.97%	18.45%
SEP	\$77,550.43	8.53%	30.01%	\$37,320.27	2.54%	17.19%	\$47,479.74	2.07%	3.48%	\$275,404.32	10.51%	28.95%
OCT	\$185,797.66	20.43%	50.43%	\$19,825.11	1.35%	18.54%	\$51,686.41	2.25%	5.74%	\$218,715.47	8.34%	37.30%
NOV	\$111,157.12	12.22%	62.65%	\$28,945.89	1.97%	20.51%	\$186,628.12	8.14%	13.88%	\$197,943.82	7.55%	44.85%
DEC	\$272,878.32	30.00%	92.65%	\$82,174.85	5.59%	26.11%	\$60,503.79	2.64%	16.51%	\$217,111.35	8.28%	53.13%
JAN	\$50,405.07	5.54%	98.19%		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	24.24%	77.38%
FEB	\$1,345.14	0.15%	98.34%	\$61,428.06	4.18%	30.29%	\$273,114.28	11.91%	44.38%	\$247,502.17	9.44%	86.82%
MAR		0.00%	98.34%	\$111,836.09	7.61%	37.90%	\$165,196.51	7.20%	51.58%	\$66,820.53	2.55%	89.37%
APR		0.00%	98.34%	\$304,266.24	20.71%	58.61%	\$145,515.82	6.35%	57.93%	\$278,641.73	10.63%	100.00%
MAY		0.00%	98.34%	\$436,037.69	29.68%	88.29%	\$787,362.62	34.34%	92.27%		0.00%	100.00%
JUN	\$15,090.57	1.66%	100.00%	\$171,996.03	11.71%	100.00%	\$177,319.04	7.73%	100.00%		0.00%	100.00%
TOTAL	\$909,613.79	100.00%		\$1,469,081.56	100.00%		\$2,293,035.19	100.00%		\$2,620,935.46	100.00%	

Board Reference Material

SUBJECT TITLE: County Treasurer's Quarterly Investment Report

REQUESTED ACTION: None—Report only

Action _____

Discussion/Information ___X___

RECOMMENDATION:

The Board is asked to review the County Treasurer's Quarterly Investment Report for the period ending March 31, 2018. A copy of the report is attached.

BACKGROUND INFORMATION:

Government Code Section 53646 requires the chief fiscal officer to prepare a quarterly report of the district's investments for the Superintendent and Board. However, if the district places all of its investments with the County Treasury, Local Agency Investment Fund or in FDIC-insured accounts, the chief fiscal officer may supply the statements or reports from these agencies as opposed to preparing a report. Since all of our District's funds are with the County Treasury, the Merced County Treasurer-Tax Collector's Quarterly Investment Report for the quarter ending March 31, 2018 is provided for your review.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Amer Iqbal, Director, Fiscal Services
Date: May 10, 2018



Karen D. Adams, CPA
Treasurer

2222 "M" Street
Merced, CA 95340
(209) 385-7307
(209) 725-3905 Fax
www.co.merced.ca.us

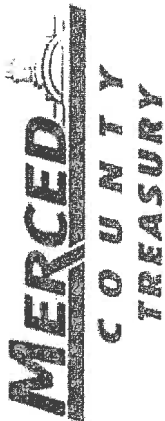
April 18, 2018

**TREASURY OVERSIGHT COMMITTEE MEETING
AGENDA
for the
Quarter Ending March 31, 2018**

The Investment Report is available for public viewing in the Treasurer's Office during business hours, 8 a.m. to 5 p.m. Monday through Friday.

- Roll Call & Introductions
- Approval of Minutes – January 25, 2018
- Public opportunity to speak on any matter of interest within the Committee's jurisdiction, including items on the Committee's agenda, limited to 5 minutes.
- Treasury Discussion & Update
 - Quarterly Investment Reports
- Yield Curve Discussion
- Adjournment

Meeting held:
April 18, 2018 at 2:30 p.m.
at
County Administration Building,
2222 "M" Street
Room 301



Merced County

MERCED COUNTY TREASURY
Portfolio Management
Portfolio Summary
March 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	136,355,547.11	136,355,547.11	136,355,547.11	15.61	1	1	1.558	1.578
Medium Term Notes	185,029,000.00	183,762,147.87	185,172,109.45	21.20	1,096	447	1.776	1.801
Commercial Paper Disc. -Amortizing	55,005,000.00	54,670,077.94	54,756,270.48	6.27	232	100	1.842	1.865
Federal Agency Coupon Securities	284,545,000.00	260,564,961.60	263,684,124.93	30.19	1,132	656	1.816	1.838
Treasury Coupon Securities	84,175,000.00	83,029,307.79	83,668,395.67	9.58	902	564	1.608	1.630
Supranational - IBRD, IFC, IADB	136,220,000.00	134,221,726.65	135,800,734.79	15.55	1,141	705	1.550	1.572
Municipal Bonds	13,765,000.00	13,696,471.00	13,872,117.89	1.59	1,414	1,099	2.099	2.128
Investments	875,094,547.11	866,300,239.96	873,309,300.32	100.00%	875	480	1.639	1.662
Cash and Accrued Interest								
Accrued Interest at Purchase		182,096.37	182,096.37					
Subtotal		182,096.37	182,096.37					
Total Cash and Investments	875,094,547.11	866,482,336.33	873,491,396.69		875	480	1.639	1.662

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	1,134,786.70	8,846,802.32
Average Daily Balance	833,953,055.81	800,414,070.60
Effective Rate of Return	1.60%	1.47%

I hereby certify that this report includes all investments in the investment pool and is in accordance with the investment policy. I further certify that the investments meet the County's cash flow needs for the next six months.

KAREN D. ADAMS, CPA, TREASURER

Reporting period 03/01/2018-03/31/2018

Run Date: 04/12/2018 - 08 09

Portfolio POOL
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MERCED COUNTY TREASURY

Portfolio Management

Portfolio Details - Investments

March 31, 2018

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Started Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
CAMP	1001C	California Asset Mgt Program			76,245,825.64	76,245,825.64	76,245,825.64	1.620	AAA	1.620	1	
LAIF	1001A	Local Agency Investment Fund			50,083,474.01	50,083,474.01	50,083,474.01	1.524		1.524	1	
LAIF	1001B	Local Agency Investment Fund			10,018,247.46	10,018,247.46	10,018,247.46	1.524		1.524	1	
PREMIER FUND	1001G	Merrill Lynch Institutional Fu			0.00	0.00	0.00	0.180	AAA	0.180	1	
UBS FINANCIAL	1001H	UBS Finance			0.00	0.00	0.00	0.320	AAA	0.320	1	
Subtotal and Average			105,358,354.85		136,355,547.11	136,355,547.11				1.578	1	

Negotiable CDs

Subtotal and Average 645,161.29

Medium Term Notes

037833BQ2	2088	Apple Inc		02/25/2016	5,000,000.00	4,988,900.00	5,008,016.02	1.700	AAA	1.482	327	02/22/2019
037833AQ3	2129	Apple Inc		07/29/2016	5,000,000.00	4,982,550.00	5,053,426.03	2.100	AAA	1.108	400	05/06/2019
037833CB4	2173	Apple Inc		01/10/2017	5,000,000.00	4,808,050.00	4,989,324.51	1.100	AAA	1.570	488	08/02/2018
080507TMC3	2055	Bank of America		12/01/2015	5,710,000.00	5,701,148.50	5,709,888.84	1.750	A	1.780	85	08/05/2018
084684BW0	1929	Berkshire Hathaway Fin		03/25/2014	5,000,000.00	4,983,000.00	4,997,445.64	1.300	AA	1.735	44	05/15/2018
084684CG4	2181	Berkshire Hathaway Fin		01/30/2017	5,000,000.00	4,985,900.00	5,002,001.05	1.700	AA	1.857	348	03/15/2019
084684CG4	2249	Berkshire Hathaway Fin		03/05/2018	9,994,090.00	9,925,840.92	9,931,373.81	1.700	AA	2.367	348	03/15/2019
08408HDB2	2024	Bank of New York Company		05/29/2015	2,500,000.00	2,486,725.00	2,499,989.31	1.800	A	1.803	51	05/22/2018
191216BF6	1923	Coca-Cola Company		01/24/2014	10,000,000.00	9,858,600.00	9,983,847.99	1.850	AA	1.780	214	11/01/2018
166764AR1	2188	Chevron Corp		05/15/2017	5,000,000.00	4,931,000.00	5,001,441.67	1.981	AA	1.945	702	03/03/2020
166764BH2	2236	Chevron Corp		01/10/2018	5,000,000.00	4,949,550.00	4,872,858.33	1.581	AA	2.050	410	05/16/2019
17275RAX0	2246	CISCO Systems Inc		02/09/2018	5,000,000.00	4,984,450.00	4,986,715.13	2.450	AA	2.480	808	08/15/2020
30231GAD4	1976	Exxon		10/24/2014	5,000,000.00	4,987,700.00	5,016,589.01	1.818	AA	1.480	348	03/15/2019
30231GAD4	2011	Exxon		04/08/2015	5,000,000.00	4,987,700.00	5,022,218.18	1.818	AA	1.338	348	03/15/2019
30231GAV4	2235	Exxon		01/10/2018	5,000,000.00	4,922,250.00	4,990,159.15	2.222	AA	2.282	1,085	03/01/2021
30231GAV4	2248	Exxon		02/15/2018	5,000,000.00	4,922,250.00	4,934,854.01	2.222	AA	2.880	1,085	03/01/2021
36882G3U8	1895	GE Capital Corp		04/15/2013	5,000,000.00	4,997,900.00	5,000,015.30	1.825	AA	1.510	1	04/02/2018
458200GM7	2025	GE Capital Corp		05/29/2015	2,230,000.00	2,235,128.00	2,237,800.02	5.825	AA	1.434	30	05/01/2018
24422ETA7	2157	International Business Machine		12/08/2016	5,000,000.00	5,134,850.00	5,158,952.02	7.825	AA	1.812	197	10/15/2018
478160BR4	2034	John Deere Cap Corp		09/11/2015	1,850,000.00	1,844,727.50	1,848,777.05	1.750	A	1.765	131	08/10/2018
48625HHS2	2128	Johnson & Johnson		07/29/2016	11,500,000.00	11,382,115.00	11,511,888.81	1.125	AAA	1.010	334	03/01/2019
58833YAG0	2250	JP Morgan Chase		03/29/2016	5,000,000.00	5,154,250.00	5,157,022.09	4.400	A	2.980	843	07/22/2020
584918BN3	2012	Merck & Co Inc		04/09/2015	5,000,000.00	4,992,850.00	5,001,247.45	1.300	AA	1.105	47	05/18/2018
584918BP8	2139	Microsoft Corp		10/27/2016	5,000,000.00	4,913,900.00	4,993,025.83	1.100	AAA	1.205	494	08/08/2018
	2175	Microsoft Corp		01/10/2017	5,000,000.00	4,800,050.00	4,912,477.85	1.550	AAA	2.100	1,225	08/08/2021

Portfolio POOL

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MERCED COUNTY TREASURY
Portfolio Management
Portfolio Details - Investments
March 31, 2018

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
584918BV5	2183	Microsoft Corp		02/06/2017	5,000,000.00	4,942,950.00	5,000,184.72	1.850	AAA	1.847	876	02/08/2020
2205	2205	Mosquito Abatement Depot Note		07/03/2017	500,000.00	500,000.00	500,000.00	4.000		4.000	1,551	08/30/2022
69353RDD7	2251	PNC Bank NA		03/28/2018	5,000,000.00	4,980,400.00	4,970,928.92	2.250	A	2.724	457	07/02/2018
89236TCP8	2083	Toyota Mtr Credit		02/05/2016	6,955,000.00	6,938,351.25	6,857,084.80	1.550	AA	1.440	103	07/13/2018
89236TCU7	2086	Toyota Mtr Credit		02/19/2016	1,300,000.00	1,280,341.00	1,288,854.07	1.700	AA	1.228	324	02/18/2019
89236TDF7	2174	Toyota Mtr Credit		01/10/2017	5,000,000.00	4,928,050.00	5,021,559.13	2.800	AA	2.478	1,381	01/11/2022
89236TDZ5	2204	Toyota Mtr Credit		08/28/2017	5,000,000.00	4,877,850.00	5,000,000.00	2.000	AA	2.000	1,003	12/28/2020
91159HHE3	2064	US Bank		12/14/2015	5,000,000.00	4,981,750.00	5,010,890.98	1.850	AA	1.894	228	11/15/2018
90331HNJ8	2252	US Bank		03/28/2018	5,000,000.00	4,980,550.00	4,968,751.99	2.350	AA	2.728	982	01/23/2020
931142DF7	1898	Wal-Mart		04/11/2013	5,000,000.00	4,984,600.00	5,000,101.11	1.125	AA	1.050	10	04/11/2018
94974BFQ8	2037	Wells Fargo		10/08/2015	2,480,000.00	2,479,118.70	2,495,580.10	2.150	A	1.855	289	01/15/2019
94988J5D5	2126	Wells Fargo		07/21/2016	5,000,000.00	4,948,000.00	5,025,817.55	1.750	A	1.280	418	05/24/2019
		Subtotal and Average	171,288,812.01		185,028,000.00	183,762,147.87	185,172,109.45			1.801	447	

Commercial Paper Disc. -Amortizing

00280PEW1	2241	Abbey National		02/01/2018	5,000,000.00	4,982,849.40	4,985,578.83	1.770	A-1	1.805	59	05/30/2018
09658KFV7	2215	BNP Paribas		10/02/2017	20,000,000.00	19,891,103.40	19,925,418.32	1.500	A-1	1.555	89	08/28/2018
46840QJF5	2213	JP Morgan Chase		09/21/2017	5,000,000.00	4,976,592.60	4,982,703.55	1.580	A-1	1.846	76	08/18/2018
46840QJ77	2227	JP Morgan Chase		12/12/2017	5,000,000.00	4,947,183.05	4,957,265.95	1.832	A-1	1.804	189	09/17/2018
63873KGX9	2240	Natixis NY Branch		01/30/2018	10,000,000.00	9,922,202.50	9,941,078.38	1.780	A-1	1.800	121	07/31/2018
89233HG85	2217	Toyota Mtr Credit		11/29/2017	10,000,000.00	9,950,146.99	9,984,225.47	1.520	A-1	1.587	98	07/08/2018
		Subtotal and Average	55,854,806.99		55,005,000.00	54,670,877.94	54,756,270.48			1.665	103	

Federal Agency Coupon Securities

3133EFRH2	2054	Federal Farm Credit Bank		11/30/2015	5,000,000.00	4,977,050.00	5,000,000.00	1.340	AAA	1.340	243	11/30/2018
3133EFRH2	2081	Federal Farm Credit Bank		12/10/2015	5,000,000.00	4,977,050.00	5,000,000.00	1.340	AAA	1.339	243	11/30/2018
3133EFGN1	2086	Federal Farm Credit Bank		12/21/2015	5,000,000.00	4,969,850.00	4,964,863.50	1.200	AAA	1.335	281	01/07/2019
3133EGBG9	2120	Federal Farm Credit Bank		08/09/2016	5,000,000.00	4,984,500.00	5,000,000.00	1.000	AAA	1.000	144	08/23/2018
3133EGFNO	2123	Federal Farm Credit Bank		08/15/2016	5,000,000.00	4,880,400.00	5,000,000.00	1.400	AAA	1.400	808	08/15/2020
3133EGD89	2148	Federal Farm Credit Bank		11/16/2018	5,000,000.00	4,877,900.00	4,968,402.88	1.320	AAA	1.453	767	05/07/2020
3133EGU52	2161	Federal Farm Credit Bank		12/13/2016	5,000,000.00	4,931,300.00	5,000,000.00	1.480	AAA	1.480	530	09/13/2019
3133EGU60	2162	Federal Farm Credit Bank		12/14/2016	5,000,000.00	4,884,100.00	5,000,000.00	1.820	AAA	1.820	897	09/14/2020
3133EGU86	2171	Federal Farm Credit Bank		12/19/2016	5,000,000.00	4,894,100.00	5,000,000.00	1.500	AAA	1.527	827	12/19/2019
3133EHSB0	2212	Federal Farm Credit Bank		08/09/2017	5,000,000.00	4,833,050.00	5,000,000.00	2.100	AAA	2.100	1,576	07/25/2022
3133EGJX4	2223	Federal Farm Credit Bank		12/01/2017	5,000,000.00	4,846,450.00	5,000,000.00	1.080	AAA	1.782	480	07/05/2018
3133EGJL7	2233	Federal Farm Credit Bank		12/29/2017	5,000,000.00	4,824,600.00	4,951,482.46	1.080	AAA	1.852	467	07/12/2018

Portfolio POOL
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MERCED COUNTY TREASURY
Portfolio Management
Portfolio Details - Investments
March 31, 2018

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 385	Days to Maturity	Maturity Date
Federal Agency Coupon Securities												
3130A7R72	2102	Federal Home Loan Bank		04/28/2018	5,000,000.00	4,948,800.00	5,000,000.00	1.250	AAA	1.250	393	04/28/2019
3130ADW00	2117	Federal Home Loan Bank		08/22/2018	10,000,000.00	9,985,200.00	10,000,000.00	1.150	AAA	1.150	82	08/22/2018
3130A8FB4	2122	Federal Home Loan Bank		08/13/2018	5,000,000.00	4,887,050.00	5,000,000.00	1.350	AAA	1.350	621	12/13/2019
3130A9QD8	2142	Federal Home Loan Bank		11/16/2016	4,545,000.00	4,428,011.80	4,521,840.94	1.230	AAA	1.458	835	07/14/2020
3130AAEX2	2164	Federal Home Loan Bank		12/28/2018	5,000,000.00	4,887,050.00	5,000,000.00	2.150	AAA	2.150	1,367	12/28/2021
3130AAKW7	2176	Federal Home Loan Bank		01/10/2017	5,000,000.00	4,880,950.00	4,998,038.25	1.950	AAA	1.972	1,380	01/10/2022
3130A8QS5	2218	Federal Home Loan Bank		11/30/2017	5,000,000.00	4,784,400.00	4,872,980.80	1.125	AAA	1.828	1,200	07/14/2021
3130ACN83	2232	Federal Home Loan Bank		12/29/2017	5,000,000.00	4,930,300.00	4,988,483.93	1.700	AAA	2.005	775	05/15/2020
3130ADFU1	2237	Federal Home Loan Bank		01/30/2018	5,000,000.00	4,988,250.00	5,000,000.00	1.500	AAA	2.985	688	01/30/2020
3134G8WZ8	2098	Federal Home Loan Bank		04/28/2018	5,000,000.00	4,978,650.00	5,000,000.00	1.125	AAA	1.125	208	10/28/2018
3134G8YU7	2100	Federal Home Loan Bank		04/28/2018	5,000,000.00	4,971,150.00	5,000,000.00	1.050	AAA	1.050	208	10/28/2018
3134GAZB3	2145	Federal Home Loan Bank		11/30/2016	5,000,000.00	4,933,000.00	5,000,000.00	1.500	AAA	2.132	1,333	11/24/2021
3134GAYV0	2147	Federal Home Loan Bank		12/30/2016	5,000,000.00	4,877,250.00	5,000,000.00	2.000	AAA	2.000	1,368	12/30/2021
3134GAYX8	2152	Federal Home Loan Bank		11/30/2016	5,000,000.00	4,855,750.00	5,000,000.00	1.875	AAA	1.875	1,335	11/28/2021
3134GAK78	2177	Federal Home Loan Bank		01/25/2017	5,000,000.00	4,988,800.00	5,000,000.00	1.350	AAA	1.350	288	01/25/2019
3134GAK84	2185	Federal Home Loan Bank		04/08/2017	5,000,000.00	4,940,800.00	5,000,000.00	1.700	AAA	1.700	726	03/27/2020
3134GBEU2	2188	Federal Home Loan Bank		04/07/2017	5,000,000.00	5,003,200.00	5,000,000.00	2.000	AAA	1.718	726	03/27/2020
3134GBTJ1	2220	Federal Home Loan Bank		11/30/2017	5,000,000.00	4,888,800.00	4,884,742.27	1.830	AAA	2.082	1,157	06/01/2021
3134GBR95	2226	Federal Home Loan Bank		12/12/2017	5,000,000.00	4,951,800.00	4,982,585.91	1.825	AAA	1.850	577	10/30/2019
3134GBN89	2229	Federal Home Loan Bank		12/29/2017	5,000,000.00	4,938,200.00	4,988,331.88	1.230	AAA	1.773	418	05/24/2019
3134GBG01	2230	Federal Home Loan Bank		12/29/2017	5,000,000.00	4,955,850.00	4,980,103.62	1.500	AAA	1.807	481	07/28/2019
3135G0G72	2053	Federal National Mortgage Assn		11/27/2015	10,000,000.00	9,932,000.00	9,988,948.40	1.125	AAA	1.315	257	12/14/2018
3135G0M75	2127	Federal National Mortgage Assn		07/27/2016	5,000,000.00	4,984,050.00	4,998,194.44	0.875	AAA	0.875	117	07/27/2018
3135G0N33	2131	Federal National Mortgage Assn		08/12/2016	5,000,000.00	4,910,750.00	4,984,852.85	0.875	AAA	0.953	488	08/02/2018
3138G4HF3	2144	Federal National Mortgage Assn		11/29/2016	5,000,000.00	4,924,950.00	5,000,000.00	1.350	AAA	1.350	607	11/29/2019
3138G4HH9	2146	Federal National Mortgage Assn		11/30/2016	5,000,000.00	4,923,150.00	5,000,000.00	1.500	AAA	1.500	686	02/28/2020
3135G0Q89	2149	Federal National Mortgage Assn		11/17/2016	5,000,000.00	4,808,050.00	4,839,541.31	1.375	AAA	1.735	1,285	10/07/2021
3135G0R39	2150	Federal National Mortgage Assn		11/17/2016	5,000,000.00	4,902,300.00	4,975,525.21	1.000	AAA	1.320	571	10/24/2019
3135G0K68	2163	Federal National Mortgage Assn		12/09/2016	10,000,000.00	9,637,700.00	9,833,979.52	1.250	AAA	1.810	1,131	05/08/2021
3135G0S46	2191	Federal National Mortgage Assn		04/11/2017	5,000,000.00	4,928,700.00	4,998,174.16	1.650	AAA	1.870	686	01/27/2020
3135G0T60	2222	Federal National Mortgage Assn		12/01/2017	5,000,000.00	4,901,350.00	4,956,858.41	1.500	AAA	1.880	851	07/30/2020
3135G0J53	2224	Federal National Mortgage Assn		12/11/2017	5,000,000.00	4,948,050.00	4,987,051.72	1.000	AAA	2.935	331	02/28/2019
3138G04T5	2234	Federal National Mortgage Assn		12/28/2017	5,000,000.00	4,912,500.00	4,950,605.79	1.500	AAA	1.978	774	05/14/2020
3132X0SA0	2194	Farmer Mac		04/19/2017	5,000,000.00	4,820,550.00	4,998,112.43	1.640	AAA	1.649	747	04/17/2020
742851DS8	1885	Private Export Funding		01/02/2015	5,000,000.00	4,988,850.00	5,004,832.36	1.875	AAA	1.628	105	07/15/2018
742851DQ2	2059	Private Export Funding		12/11/2015	10,000,000.00	9,886,300.00	9,928,847.58	1.450	AAA	1.890	501	08/15/2019
742851DQ2	2151	Private Export Funding		11/21/2016	5,000,000.00	4,833,150.00	5,095,221.14	1.450	AAA	1.372	501	08/15/2019

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Start Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Subtotal and Average			263,667,069.26		264,546,000.00	260,564,961.60	263,664,124.93			1.638	656	
Treasury Coupon Securities												
912828VE7	2027	US Treasury Notes		05/20/2015	1,150,000.00	1,148,562.50	1,149,933.72	1.000	AAA	1.038	60	05/31/2018
912828A34	2043	US Treasury Notes		11/09/2015	3,850,000.00	3,831,037.12	3,851,612.91	1.250	AAA	1.182	243	11/30/2018
912828A34	2047	US Treasury Notes		11/16/2015	570,000.00	567,038.67	570,268.09	1.250	AAA	1.178	243	11/30/2018
912828A75	2058	US Treasury Notes		12/04/2015	4,940,000.00	4,918,194.54	4,950,216.86	1.500	AAA	1.218	274	12/31/2018
912828C65	2090	US Treasury Notes		03/04/2016	3,880,000.00	3,860,347.67	3,921,944.02	1.825	AAA	1.050	364	03/31/2019
912828A34	2112	US Treasury Notes		05/06/2016	4,985,000.00	4,938,205.29	4,978,566.83	1.250	AAA	0.934	243	11/30/2018
912828M89	2170	US Treasury Notes		12/14/2016	5,000,000.00	4,903,908.25	4,985,538.51	1.825	AAA	1.738	974	11/30/2020
912828L99	2188	US Treasury Notes		04/10/2017	5,000,000.00	4,876,562.50	4,984,826.92	1.375	AAA	1.657	944	10/31/2020
912828S76	2189	US Treasury Notes		04/11/2017	5,000,000.00	4,788,843.75	4,891,131.92	1.125	AAA	1.807	1,217	07/31/2021
912828P87	2190	US Treasury Notes		04/11/2017	5,000,000.00	4,822,265.65	4,915,788.37	1.125	AAA	1.725	1,064	02/28/2021
912828T42	2206	US Treasury Notes		07/10/2017	5,000,000.00	4,970,117.20	4,988,322.01	0.750	AAA	1.305	182	09/30/2018
912828S68	2207	US Treasury Notes		07/10/2017	5,000,000.00	4,981,640.65	4,991,428.51	0.750	AAA	1.272	121	07/31/2018
912828J59	2225	US Treasury Notes		12/12/2017	5,000,000.00	4,989,531.25	4,993,973.18	1.250	AAA	1.983	274	12/31/2018
912828WS5	2231	US Treasury Notes		12/28/2017	5,000,000.00	4,965,625.00	4,988,621.35	1.825	AAA	1.784	455	08/30/2019
912828XM7	2236	US Treasury Notes		01/25/2018	5,000,000.00	4,919,921.90	4,940,805.85	1.825	AAA	2.148	852	07/31/2020
912828N89	2239	US Treasury Notes		01/25/2018	5,000,000.00	4,862,109.40	4,884,885.64	1.375	AAA	2.220	1,036	01/31/2021
912828V56	2243	US Treasury Notes		02/02/2018	5,000,000.00	4,959,960.85	4,968,575.76	1.125	AAA	1.887	305	01/31/2019
912828X54	2244	US Treasury Notes		02/02/2018	5,000,000.00	4,946,875.00	4,956,347.86	1.250	AAA	2.013	425	05/31/2019
912828S57	2245	US Treasury Notes		02/02/2018	5,000,000.00	4,976,562.50	4,988,698.86	2.000	AAA	2.149	670	01/31/2020
Subtotal and Average			83,657,982.40		84,175,000.00	83,029,307.79	83,668,395.67			1.830	564	

Supranational - IBRD, IFC, IADB

458182DX7	2096	Inter-American Development Bk		04/12/2016	1,365,000.00	1,365,443.80	1,363,496.57	1.000	AAA	1.089	407	05/13/2019
4581X0CR7	2178	Inter-American Development Bk		01/12/2017	5,000,000.00	4,816,650.00	4,972,857.91	1.250	AAA	1.812	562	10/15/2018
4581X0CW8	2179	Inter-American Development Bk		01/18/2017	5,000,000.00	4,886,300.00	4,985,329.42	2.125	AAA	2.151	1,388	01/18/2022
4581X0CP1	2184	Inter-American Development Bk		03/13/2017	5,000,000.00	4,835,600.00	5,002,946.21	1.875	AAA	1.847	807	08/16/2020
4581X0CX4	2193	Inter-American Development Bk		04/13/2017	5,000,000.00	4,915,000.00	4,987,255.18	1.825	AAA	1.852	772	05/12/2020
4581X0BR8	2211	Inter-American Development Bk		07/13/2017	5,000,000.00	4,963,250.00	5,008,219.83	1.750	AAA	1.331	145	08/24/2018
458182DX7	2221	Inter-American Development Bk		12/04/2017	5,000,000.00	4,929,400.00	4,958,824.28	1.000	AAA	1.000	407	05/13/2019
4581X0C55	2228	Inter-American Development Bk		12/13/2017	5,000,000.00	4,868,800.00	4,972,174.40	1.875	AAA	2.070	1,079	03/15/2021
458058EJ8	2023	Intl Bnk for Reccons & Dev		05/07/2015	5,000,000.00	4,960,300.00	4,989,427.46	1.000	AAA	1.057	75	06/15/2018
45805UVC5	2085	Intl Bnk for Reccons & Dev		02/26/2016	5,000,000.00	4,964,450.00	5,000,000.00	1.350	AAA	1.350	331	02/28/2019
45805UVC5	2093	Intl Bnk for Reccons & Dev		03/24/2016	5,000,000.00	4,964,450.00	5,000,000.00	1.350	AAA	1.350	331	02/28/2019
458058FC2	2098	Intl Bnk for Reccons & Dev		04/28/2016	5,000,000.00	4,948,000.00	5,000,000.00	1.250	AAA	1.250	380	04/28/2019
458058FD0	2101	Intl Bnk for Reccons & Dev		04/28/2016	10,000,000.00	10,000,000.00	10,000,000.00	1.250	AAA	1.250	1,123	04/28/2021

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MERCED COUNTY TREASURY
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Supranational - IBRD, IFC, IADB												
459058FB4	2107	Intl Bnk for Recon & Dev		04/28/2016	5,000,000.00	4,953,100.00	5,000,000.00	1.300	AAA	1.300	390	04/23/2019
459058FS7	2143	Intl Bnk for Recon & Dev		11/18/2016	5,000,000.00	4,899,700.00	4,975,070.89	1.128	AAA	1.435	605	11/27/2019
45905UB37	2165	Intl Bnk for Recon & Dev		12/18/2016	5,000,000.00	4,878,150.00	4,984,438.58	2.000	AAA	2.032	1,354	12/15/2021
459058FQ1	2180	Intl Bnk for Recon & Dev		01/23/2017	10,000,000.00	9,836,800.00	9,983,768.39	1.200	AAA	1.447	547	08/30/2019
459058FAB	2187	Intl Bnk for Recon & Dev		04/11/2017	5,000,000.00	4,898,200.00	4,982,748.04	1.378	AAA	1.553	728	03/30/2020
459058FMD	2209	Intl Bnk for Recon & Dev		07/12/2017	5,000,000.00	4,846,550.00	4,931,574.28	1.128	AAA	1.724	862	08/10/2020
45905UP73	2216	Intl Bnk for Recon & Dev		10/18/2017	5,000,000.00	4,927,650.00	5,000,000.00	1.950	AAA	1.950	928	10/16/2020
459058FH1	2219	Intl Bnk for Recon & Dev		11/30/2017	5,000,000.00	4,815,150.00	4,987,542.11	1.375	AAA	2.064	1,149	05/24/2021
45905VHE9	2172	Intl Fin Corp		12/18/2016	5,000,000.00	4,987,150.00	4,998,939.51	1.250	AAA	1.283	240	11/27/2018
45905KCG3	2192	Intl Fin Corp		04/13/2017	5,000,000.00	4,903,550.00	4,982,755.75	1.625	AAA	1.680	837	07/16/2020
45905KCL2	2203	Intl Fin Corp		06/07/2017	5,000,000.00	4,833,700.00	5,019,873.64	1.750	AAA	1.546	728	03/30/2020
45905KCG3	2210	Intl Fin Corp		07/13/2017	5,000,000.00	4,903,550.00	4,983,563.02	1.625	AAA	1.684	837	07/16/2020
45905KCG3	2242	Intl Fin Corp		02/02/2018	4,835,000.00	4,741,732.85	4,762,128.32	1.625	AAA	2.305	837	07/16/2020
		Subtotal and Average	135,793,290.60		136,220,000.00	134,221,726.65	135,880,734.79			1.572	705	
Municipal Bonds												
91412GTB1	2159	University of California		12/09/2018	1,275,000.00	1,291,728.00	1,304,241.56	3.018	AA	1.885	775	05/15/2020
13063DAD0	2195	State of California		04/27/2017	2,000,000.00	1,878,560.00	2,000,000.00	2.367	AA	2.367	1,461	04/01/2022
13063DAC2	2196	State of California		04/27/2017	4,000,000.00	3,997,840.00	4,048,591.23	2.625	AA	2.218	1,096	04/01/2021
13063DAD0	2197	State of California		04/27/2017	3,150,000.00	3,116,232.00	3,163,602.89	2.367	AA	2.252	1,461	04/01/2022
13034PZE0	2214	State of California		09/27/2017	3,340,000.00	3,312,111.00	3,357,682.21	2.150	AA	1.853	671	02/01/2020
		Subtotal and Average	13,873,797.70		13,755,000.00	13,686,471.00	13,872,117.89			2.128	1,099	
		Total and Average	833,953,056.61		875,094,547.11	866,300,239.96	873,309,300.32			1.862	480	

Portfolio POOL
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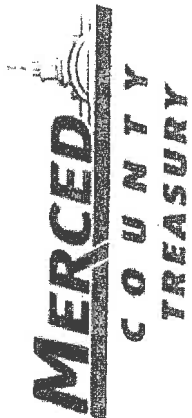


MERCED COUNTY TREASURY

Summary by Type
MARCH 31, 2018

SECURITY TYPE	NUMBER OF INVESTMENTS	PAR VALUE	BOOK VALUE	Percent of Portfolio	*COMPLIANCE % ALLOWED	MEET Compliance
Treasury Coupon Securities	19	84,175,000.00	83,668,395.67	9.58%	30.00%	YES
Federal Agency Coupon Securities	49	264,545,000.00	263,684,124.93	30.19%	75.00%	YES
Supranationals - IBRD, IFC, IADB	26	136,220,000.00	135,800,734.79	15.55%	30.00%	YES
Medium Term Notes	37	185,029,000.00	185,172,109.45	21.20%	30.00%	YES
Municipal Bonds	5	13,765,000.00	13,872,117.89	1.59%	75.00%	YES
Commercial Paper	6	55,005,000.00	54,756,270.48	6.27%	30.00%	YES
LAIF	2	60,109,721.47	60,109,721.47	6.88%	25.00%	YES
Managed Pool Accounts	4	76,245,825.64	76,245,825.64	8.73%	25.00%	YES
	148	875,094,547.11	873,309,300.32	100.00%		

* Compliance percentage is calculated at the time the investment is purchased, as percentages change daily due to fluctuating amounts in overnight accounts.



MERCED COUNTY TREASURY
Aging Report
By Maturity Date
As of March 31, 2018

Merced County

Aging Interval:	0 days	(03/31/2018 - 03/31/2018)	7 Maturities	0 Payments	136,355,547.11	15.61%	Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	1 - 15 days	(04/01/2018 - 04/15/2018)	2 Maturities	0 Payments	10,000,000.00	1.15%			10,000,116.41	9,992,200.00
Aging Interval:	16 - 60 days	(04/16/2018 - 05/30/2018)	5 Maturities	0 Payments	19,730,000.00	2.26%			19,721,615.15	19,700,853.40
Aging Interval:	61 - 90 days	(05/31/2018 - 06/29/2018)	5 Maturities	0 Payments	46,880,000.00	5.36%			46,766,324.12	46,692,908.00
Aging Interval:	91 - 180 days	(06/30/2018 - 09/27/2018)	10 Maturities	0 Payments	58,810,000.00	6.72%			58,671,875.60	58,546,901.94
Aging Interval:	181 - 365 days	(09/28/2018 - 03/31/2019)	30 Maturities	0 Payments	168,308,000.00	18.14%			159,411,807.36	157,452,698.31
Aging Interval:	366 - 730 days	(04/01/2019 - 03/30/2020)	41 Maturities	0 Payments	209,725,000.00	23.96%			209,238,744.48	207,113,717.30
Aging Interval:	731 - 1095 days	(03/31/2020 - 03/30/2021)	27 Maturities	0 Payments	130,655,000.00	14.90%			130,110,331.30	128,345,088.15
Aging Interval:	1096 - 1460 days	(03/31/2021 - 03/30/2022)	17 Maturities	0 Payments	94,000,000.00	10.89%			93,366,270.93	91,659,283.75
Aging Interval:	1461 - 1825 days	(03/31/2022 - 03/30/2023)	4 Maturities	0 Payments	10,650,000.00	1.22%			10,663,602.89	10,441,242.00
Aging Interval:	1826 days and after	(03/31/2023 -)	0 Maturities	0 Payments	0.00	0.00%			0.00	0.00
Total for			149 Investments	0 Payments		100.00			873,306,035.35	866,300,239.96

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PORTFOLIO REVIEW OF FIVE QUARTERS

Quarter Ending Portfolio Composition:	Mar. 31, 2018	Dec. 31, 2017	Sept. 30, 2017	June 30, 2017	Mar. 31, 2017
Book Value of Assets Held	\$ 873,309,300	\$ 888,692,741	\$ 768,827,203	\$ 862,324,468	\$ 844,190,893
Market Value of Assets Held	\$ 866,300,240	\$ 884,505,391	\$ 767,575,959	\$ 861,396,645	\$ 842,607,513
Assets Maturing Within 90 Days	\$ 212,945,547	\$ 259,164,925	\$ 153,282,294	\$ 193,409,367	\$ 252,521,341
Percentage of Market to Book	99.20%	99.53%	99.84%	99.89%	99.81%
Weighted Average Maturity (WAM)	480 days	479 days	538 days	527 days	500 days
Return on Assets:					
Total Earnings Quarter Ended	\$ 3,320,178	\$ 2,799,864	\$ 2,716,365	\$ 2,837,197	\$ 2,511,006
Total Earnings Fiscal YTD	\$ 8,846,802	\$ 5,510,932	\$ 2,716,365	\$ 9,458,984	\$ 6,610,903
Rate of Return QTR	1.60%	1.42%	1.39%	1.33%	1.25%
Rate of Return Fiscal YTD	1.47%	1.40%	1.39%	1.20%	1.15%
CAMP	1.51%	1.22%	1.13%	0.99%	0.86%
LAIF	1.43%	1.20%	1.08%	0.93%	0.78%

Board Reference Material

SUBJECT TITLE: Board Policy (Second Reading)

REQUESTED ACTION: Declare Intent to Adopt

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt the changes detailed in the attached AR-5131.1 in order to comply with current practice.

BACKGROUND INFORMATION:

Administrative Regulation AR-5131.1 was last updated in 2009 and this adjustment brings the AR in alignment with current practice.

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):

We expect no change in costs due to this update.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services
Date: May 10, 2018

Los Banos USD

Administrative Regulation

Bus Conduct

AR 5131.1
Students

Bus Rider Rules

The following rules apply at all times when students are riding a school bus, including when on school activity trips:

1. Riders shall follow the instructions and directions of the bus driver at all times.

(cf. 3542 - School Bus Drivers)

2. Riders should arrive at their designated bus stop on time and stand in a safe place at the stop to wait quietly for the bus.

(cf. 3541 - Transportation Routes and Services)

3. Riders shall enter the bus in an orderly manner and go directly to their seats.
4. Riders shall sit down and fasten any passenger restraint systems. Riders shall remain seated while the bus is in motion.
5. Riders shall not block the aisle or emergency exit with their body or personal belongings. Riders may bring large or bulky items, such as class projects or musical instruments, on the bus only if the item does not displace any other rider or obstruct the driver's vision.

6. Riders should be courteous to the driver and to fellow passengers. Vulgarity, rude, or abusive behavior is prohibited.

7. Any noise or behavior that could distract the driver, such as loud talking, scuffling or fighting, throwing objects, or standing or changing seats, is prohibited and may lead to suspension of riding privileges.

(cf. 5144 - Discipline)

8. Riders shall not use tobacco products, eat, or drink while riding the bus.

(cf. 5131.62 - Tobacco)

9. Riders may bring electronic devices onto the bus only if such devices are permitted at

school. If the use of cellular telephones or similar devices disrupts the safe operation of the school bus, the bus driver may direct the student to no longer use the device on the bus.

(cf. 5131 - Conduct)

10. Riders shall not put any part of the body out of the window nor throw any item from the bus.

11. Riders shall help keep the bus and the area around the bus stop clean. Riders shall not damage or deface the bus or tamper with bus equipment. **Any students found tampering or defacing bus equipment will be responsible for the cost of any necessary repairs or replacements.**

12. Service animals are permitted on school transportation services; all other animals are prohibited. (Education Code 39839; 13 CCR 1216)

(cf. 6163.2 - Animals at School)

13. Upon reaching their destination, riders shall remain seated until the bus comes to a complete stop and upon the signal from the driver, unfasten any restraint system, enter the aisle, and go directly to the exit.

14. Riders should be alert for traffic when leaving the bus and shall follow the district's transportation safety plan when crossing the road and exiting the bus.

(cf. 3543 - Transportation Safety and Emergencies)

~~The driver or any passenger shall report any violation of the district's bus rules to the principal or designee. The principal or designee shall notify the student's parent/guardian of the misbehavior, determine the severity of the misconduct, and take action accordingly. In instances of a severe violation or repeated offenses, the rider may be denied transportation for a period of time determined appropriate by the principal or designee.~~(replace see paragraph below)

Any individual shall report any violation of the district's bus rules to the driver. The driver shall notify the student's parent/guardian and principal of the misbehavior, determine the severity of the misconduct, and take action accordingly. In instances of a severe violation or repeated offenses, the rider may be denied transportation for a period of time determined appropriate by the driver and transportation supervisor.

~~Bus drivers shall not deny transportation services except as directed by the principal or designee.~~(delete)

Bus Surveillance Systems

The Superintendent or designee shall monitor the use and maintenance of the district's bus surveillance system. Students are prohibited from tampering with the bus surveillance system. Any student found tampering with the system shall be subject to discipline and shall be

responsible for the costs of any necessary repairs or replacement.

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism, Theft and Graffiti)

Camera supports may be installed in all buses. Cameras may be rotated among the buses and activated at the discretion of the Superintendent or designee.

The content of any recording is a student record and may only be accessed in accordance with the district's policy and administrative regulation concerning student records.

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Regulation	LOS BANOS UNIFIED SCHOOL DISTRICT
approved:	May 8, 1997 . Los Banos, California
revised:	March 12, 2009

Board Reference Material

SUBJECT TITLE: **Dollar General Market**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the donation of \$10,000 made to R.M. Miano Elementary School from Dollar General Market.

BACKGROUND INFORMATION:

The Dollar General Literacy Foundation recognizes the key role R.M. Miano Elementary School plays in fostering literacy among elementary age students. To this end a check in the amount of \$10,000 was presented to R.M. Miano Elementary School administration which is to be earmarked to support literacy initiatives at the aforementioned school.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

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

N/A

ORIGINATOR: Antonio Rosales, R.M. Miano Elementary School Principal
Date: May 10, 2018

April 11, 2018

Miano Elementary School
Antonio Rosales
1129 E. B Street
Los Banos, CA 93635

Dear Mr. Rosales,

The Dollar General Literacy Foundation is proud to support Miano Elementary School with a \$10,000 grant to support literacy initiatives at your school. We recognize the important role your school plays in the Los Banos community and we are proud to support your efforts.

Please find enclosed a donation acknowledgement form. This form signifies that you received a donation from our Foundation. Please mail the signed form back to the Foundation within 30 days of receipt.

If you have any questions regarding this grant or our charitable practices, please contact me at 615-855-5412. To find out about our grant programs and to submit an application in the future, please visit our website: dgliteracy.org. We are proud to support your efforts to promote literacy and we wish you every success in the coming year.

Sincerely,



Lindsey Sublett
Dollar General Literacy Foundation



Los Banos Unified School District

1717 South Eleventh Street
Los Banos, California 93635-4800
Telephone (209) 826-3801 Fax (209) 826-6810
www.losbanosusd.org

DONATION ACCEPTANCE FORM

Name of Donor: Dollar General Literacy Foundation

Address: P.O. Box 1064 City: _____ Zip: _____

Phone: 615-855-5412 Goodlettsville, TN 37070-1064

Type of Donation:

☐ Monetary Donation \$ 10,000

☐ In-Kind Donation (other than monetary)

Description of Donation: _____

Donor's estimate of approximate present value \$ _____

Intended use of donation: Support literacy initiatives
at R.M. Miano Elementary School.

Comments: _____

Signature of Donor

Date donation was approved by the Board: _____

Board of Trustees

Mr. Anthony Parreira, *President* Mr. Dennis Areias, *Vice President* Mrs. Margaret Benton, *Clerk*
Ms. Megan Goin-Soares Mr. Ray Martinez Mr. Gary Munoz Ms. Marlene Smith

Administration

Mark E. Marshall, Ed.D. *Superintendent*
Tammie Calzadillas, Ed. D., *Assistant Superintendent, Human Resources*
Paul Enos, *Assistant Superintendent, Secondary Education*
Don Laursen, *Assistant Superintendent, Administrative Services*
Paula Mastrangelo, *Assistant Superintendent, Elementary Education*

Board Reference Material

SUBJECT TITLE: **Dollar General Donation**

REQUESTED ACTION:

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the donation of \$10,000.00 to Los Banos High School from Dollar General.

BACKGROUND INFORMATION:

Dollar General has generously donated \$10,000.00 to Los Banos High School Library for the purpose of promoting love of reading and literacy.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

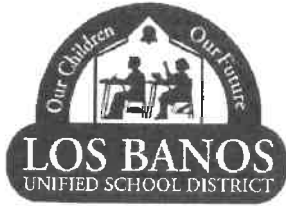
None identified.

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

N/A

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School

Date: May 10, 2018



Los Banos Unified School District

1717 South Eleventh Street
Los Banos, California 93635-4800
Telephone (209) 826-3801 Fax (209) 826-6810
www.losbanosusd.org

DONATION ACCEPTANCE FORM

Name of Donor: Dollar General Market
Address: 485 Mercy Springs L.B. Zip: 93635
Phone: 704.6929

Type of Donation:

☒ Monetary Donation \$ 10K

☐ In-Kind Donation (other than monetary)

Description of Donation: Literacy Foundation

Donor's estimate of approximate present value \$ 10K

Intended use of donation: _____

Comments: _____

Saurie Halise

Signature of Donor

Date donation was approved by the Board: _____

Board of Trustees

Mr. Anthony Parreira, *President* Mr. Dennis Areias, *Vice President* Mrs. Margaret Benton, *Clerk*
Ms. Megan Goin-Soares Mr. Ray Martinez Mr. Gary Munoz Ms. Marlene Smith

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Paul Enos, *Assistant Superintendent, Secondary Education*
Don Laursen, *Assistant Superintendent, Administrative Services*
Paula Mastrangelo, *Assistant Superintendent, Elementary Education*

Board Reference Material

SUBJECT TITLE: LBUSD California State Preschool Program Self-Evaluation Annual Report

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

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

BACKGROUND INFORMATION:

The California Department of Education (CDE), Early Education and Support Division, requires all contractors to complete a Program Self-Evaluation annually. In accordance with the Desired Results System implemented by CDE, the attached forms will be submitted prior to June ^{1st}, 2018.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

Contract compliance requires submission of the Program Self-Evaluation in order to continue receiving funds for California State Preschool Program at WUES, HME, RME and VE Preschools.

ORIGINATOR: Jennifer Rocha, Preschool Program Director

Date: May 10, 2018

Program Self-Evaluation Process Fiscal Year 2017–18

Contractor Legal Name: (Full Spelling of Legal Name only; no acronyms or site names)

Los Banos Unified School District

Four-Digit Vendor Number:

6575

Contract Type(s): (CSPP, CCTR, CHAN, CFCC, CMIG, CRRP, CAPP, C2AP, C3AP, CMAP)

☒ CSPP ☐ CCTR ☐ CHAN ☐ CFCC ☐ CMIG ☐ CRRP ☐ CAPP ☐ C2AP ☐ C3AP ☐ CMAP

Age Group(s):

☐ Infant/Toddler ☒ Preschool ☐ School Age

Program Director Name (as listed in the Child Development Management Information System):

Jennifer Rocha

Program Director Phone Number:

(209) 826-2241

Program Director E-mail:

jrocha@losbanosusd.k12.ca.us

Check each box verifying the collection, analysis, and integration of each assessment data toward ongoing program improvement for all applicable contract types.

- ☒ Program Review Instrument FY 2017–18 – All Contract Types:
<https://www.cde.ca.gov/ta/cr/documents/eesos1718.pdf>
- ☒ Desired Results Parent Survey – All Contract Types:
<https://www.cde.ca.gov/sp/cd/ci/documents/parentsurvey.doc>
- ☒ Age Appropriate Environment Rating Scales – Center-based/CFCC Contracts Types:
<http://www.ersi.info/ecers.html>
- ☒ Desired Results Developmental Profile and DRDPtech Reports - Center-based/CFCC Contracts Types:
<https://www.desiredresults.us/drdp-forms>

Statement of Completion: I certify that all documents required as a part of the PSE have been completed and are available for review and/or submittal upon request.

Name of Executive or Program Director as listed in the Child Development Management Information System:

Mark Marshall

Signature of Executive or Program Director listed above:

Phone Number:

(209) 826-3801

Date:

Scan and submit the signed PSE, all four (4) pages, together including additional pages, to FY1718PSE@CDE.CA.GOV using the fiscal year and the contractor's legal name in the subject line (example: 17-18 XYZ School District).

Summary of Program Self-Evaluation Fiscal Year 2017–18

Using a narrative format, summarize the staff and board member participation in the PSE process:
Answers are not limited to space provided. Attach additional sheets as necessary.

- The annual report process begins in the Fall of the school year.
- The teachers complete the DRDP 2015 within the first 60 days.
- The data is then entered into the DRDP tech.
- Parents are given the Parent Survey to be completed prior to the first parent conference (usually the first part of November).
- ECERS is completed on each classroom. A summary is provided to the program director and the teachers and director create a classroom plan.
- The teachers and program director have monthly PLC meeting to complete the summary of findings for the DRDP, ECERS and Parent Survey. The group looks at areas of concern and create action plans to guide the program for the following year.
- The completed Agency Annual Report is submitted to the School Board of Directors in April or May.
- The report is submitted the CDE Prior to June 1st of each year.

1. Provide a summary of the program areas that did not meet standards and a list of tasks needed to improve those areas. **Answers are not limited to space provided. Attach additional sheets as necessary.**

At this time the program meets all standards. If the program did not meet the standards the program director and lead teachers would come up with a list of tasks needed to improve the program and meet the standards. This information then would be presented to the superintendent and then the school board members for approval.

2. Provide a summary of areas that met standards and a summary of procedures for ongoing monitoring to ensure that those areas continue to meet standards. **Answers are not limited to space provided. Attach additional sheets as necessary.**

I. Involvement

I-EES 01: Plan for Parent Involvement

In section EES -01 The plan to maintain parent involvement consists of program activities that are supported by a two-way communication system between parents and staff.

Parent involvement activities include, but are not limited to the following:

- Provide parents with a program orientation that highlights information that is located in the parent handbook.
- Provide parents with a parent handbook of program services and policies.
- Provide monthly site level parent/child literacy activities and provide books for the families to take home.
- Facilitate quarterly parent meetings/trainings for the whole program.
- Facilitate quarterly Parent Advisory Council meetings at each site. A parent representative is picked for each site and during these meeting the parents get to help with site and district level planning.
- Facilitate 2 parent/teacher conference meetings in the fall and the spring.
- Encourage parent volunteer activities either in the classroom or prepping things at home.
- Communicate daily with parents during pickup/drop off, classroom communication folders, and monthly newsletters.
- Provide books for the children to take home weekly and bring back when they are done.

The administration and teachers will meet monthly to review the plan for parent involvement to make sure that the plan continues to meet standards.

II. Governance and Administration

II-EES 02: Family Eligibility Requirements

In section EES-02 The plan to maintain the required documentation for eligibility is as follows:

- At the time that the application is accepted eligibility is determined.
- At the time of enrollment all of the paperwork is completed and a data file is maintained.
- All of the supporting documents are copied and placed in the data file.

A checklist is placed in the data file to verify all of the documents are within the file. This process assists with maintaining the required documentation.

II-EES-04: Recording and reporting Attendance

In section EES-04 The procedure for recording and reporting attendance is as follows:

- A parent handbook is provided to parents that outline the policies for attendance including but not limited to reasons for excused and unexcused absences.
- The parents sign the children in and out of the classroom daily.
- The sign in/out records are used to track and determine excused and unexcused absences.
- There is a process for families that have children with excessive absences. This process is explained to parents during parent orientation and is in the parent handbook.

The administration and teachers will meet monthly and review the policies and procedures to make sure they continue to meet the standards.

II-EES-06: Inventory Records

In section EES-06 The procedure for recording and updating inventory is as follows:

- The program director will keep records of all items purchased with state funding that is over 500 dollars on a spread sheet.
- The lead teacher in the classroom will do a yearly check of those materials and send that information to the program director to add to the spread sheet.

This process will help maintain inventory records and to determine what items are no longer in good condition.

IV Standards, Assessment, and Accountability

IV-EES 08: Desired Results Profile and Data

In section EES-08 The procedure for maintaining Desired Results Profile and data is as follows:

- The Desired Results Developmental Profile 2015 is completed twice a year and the results are recorded in the DRDP Tech.
- Each child has a portfolio with evidence that supports the DRDP findings.
- Parent conferences are scheduled with parents in the fall and then again in the spring.
- Parent surveys are completed prior to the parent conference.
- Summary of findings from the DRDP is completed for each classroom.
- Each site documents the specific activities on the lesson plan that coordinate with the DRDP action plan
- Each classroom completes an action plan to determine classroom activities.
- Summary of findings from the parent survey is completed to determine the needs of the families in the program.

This program uses this information to plan age and developmentally appropriate activities for the classroom.

This information helps to increase family involvement and satisfaction.

IV-EES 09: Annual Evaluation Plan

In section EES-009 The procedure for implementing an annual evaluation is as follows:

- Each classroom has a Quality Ratings Improvement Systems (QRIS) binder that contains all of the information that is needed for the annual evaluation.
- Each classroom at a copy of the group data summary form DRDP Tech.
- Each classroom has a copy of the Environmental Rating Scale Summary of findings and action plan.
- Each classroom has a copy of the most recent Summary of Findings from the parent survey and the action plan.

The program director and lead teachers use this information monthly during professional learning community (PLC) meeting to drive instruction and determine changes that are needed to the program.

IV. Standards, Assessment, and Accountability

IV-EES 10: Site Licensure

In this section EES-10 the procedure for each site is as follows:

- Each site has a valid and current license issued by California Community Care Licensing.
- Programs meet and exceed licensing regulations.
- In the 2017-2018 program year Community Care Licensing made one unannounced visit.
- On 2/2/2018 Community Care Licensing made an unannounced visit to the Miano Preschool classroom. At this time the analyst found no deficiencies
- All sites have a folder for licensing citations that are available for parents to look at and this information is spelled out in the personal and parent handbooks.
- The sites open door policy is in the parent hand book.

The program uses this procedure to determine compliance with the licensing regulations.

V. Staffing and Professional Development

V-EES 11: Staff Development Program

In this section EES-11 the procedure for the program is as follows.

- The program director and lead teachers meet monthly and staff development is part of those meetings. The staff training plan is developed to address areas in need of growth based on the annual assessments that are performed (ECERS, CLASS and DRDP).
- All employs participate in 3 in-service trainings during the year as well as evening and weekend trainings.
- The program participates in the local Quality Rating Improvements System (QRIS) and has regular meetings with a coach to help with high quality professional development.
- Records of these trainings are kept and recorded in a staff development binder.

The program staff are also encouraged to attend trainings and professional development that is offered by other agencies. The program provides funding and transportation for these trainings.

V-EES 12: Qualified Staff and Director

In this section EES-12 the procedure is as follows:

- All sites have a classroom roster posted on the parent board.
- Employee files are kept with all essential permits, credentials and certificates and updated every year.

Each site has a qualified site supervisor and classroom staff with a valid California Child Development Permit.

The program strives to hire staff that reflects the culture and linguistic makeup of the families in the program.

V-EES 13: Staff-Child Ratios

In this section EES-13 the procedure is as follows:

- All sites have an 8:1 ratio or below to insure quality in our program. All classrooms are in ratio at all times.

VI. Opportunity and Equal Educational Access

VI-EES 14: Family Selection

The program utilizes a waitlist system that places families on a priority ranking list and families are selected according to the priorities of the program and those who meet the priority need terms governed by the California Department of Education.

VI-EES 15: Compliance with Due Process

In this EES-15 the procedure is as follows:

- The program provides parents with a parent handbook that informs them of their responsibilities, including complying with program rules.
- The program issues a notice of action when appropriate.
- The program has established policies for parental appeal of the program decision in the NOA.

This information is kept in the child data file.

VI-EES 16: Refrain from Religious Instruction

In this section EES-16 the procedure is as follows:

- In a section of the parent handbook it is stated that the program refrains from religious instruction.

It is a practice that all preschool classrooms refrain from religious instruction.

VII Teaching and Learning

VII-EES 18: Environment Rating Scale

In this section EES-18 the procedure is as follows:

- The program completes an Environmental Rating Scale (ECRS) for each site each year.
- The program uses the summary report to create an improvement plan to enhance the classroom and make changes in the environment that are needed.
- The classrooms are provided the materials and resources necessary to meet the program goals identified within the improvement plan.

The classroom staff uses the improvement plan to make the appropriate changes in the environment and then reflect on what the next steps are and if the change was beneficial to the children in the classroom.

VII-EES 19: Nutritional Needs

In this section EES-19 the procedure is as follows:

- The program provides for the nutritional needs of the children enrolled in the CSPP program.
- The program offers a monthly menu and provides for children with medically documented food allergies.
- The parents are provided with a written policy for meals and snacks.

The program will continue to monitor to assure that all standards are met. The program director and lead teachers will meet monthly to complete and review all of the documents for the program self-evaluation. This is to assure that all areas continue to meet the standards. The group will review the necessary tasks and divide them up among the group so that all tasks get accomplished during the course and the year. Every month the group will review the standards to assure that the tasks are being accomplished.

Board Reference Material

SUBJECT TITLE: Agreements: MCOE, Jack L. Boyd Outdoor School (HME)

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreements between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by Henry Miller Elementary School.

BACKGROUND INFORMATION:

Henry Miller Elementary School's 6th grade class plans to attend Jack L. Boyd Outdoor School from May 20 – May 24, 2019. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, not the booster group.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Jason Waltman, Henry Miller Elementary School Principal
Date: May 10, 2018

**AGREEMENT BETWEEN MERCED COUNTY OFFICE
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT
(Henry Miller Elementary) FOR USE OF CAMP GREEN MEADOWS
OUTDOOR SCHOOL COMMENCING
May 20, 2019 AND ENDING May 24, 2019**

This Agreement is made and entered into on this 27th day of March 2018, by and between the Merced County Office of Education ("MCOE") and Los Banos Unified School District ("District") for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the "Outdoor School"). MCOE and District shall collectively hereinafter be referred to as the "Parties."

AGREEMENT

ARTICLE 1

FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE

1.1 Date(s) of Use.

District will commence its use of the Outdoor School beginning May 20, 2019 at 11:00 a.m. and ending May 24, 2019 at 11:30 a.m. Henry Miller Elementary will be sharing facilities at Camp Green Meadows Outdoor School with Calwa Elementary and should coordinate with said school(s) for cabin leaders, nurse and field trips.

1.2 Payment for Use.

District will pay MCOE \$238.00 per student for a minimum of 70 students for a total of \$16,660.00. **District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.**

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$833.00 (five percent (5%) of the total contract amount) on or before **August 15, 2018** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$15,827.00 (the balance of the total contract price of \$16,660.00 less the deposit of \$833.00) will be transferred to MCOE within thirty (30) days following the District's use of the Outdoor School.

1.2.3 Adjustment to Final Payment. Final payment will be increased or decreased based upon actual attendance multiplied by the per-student rate specified in 1.2 above. There is a minimum billing amount of 90%. Payment will not be less than 90% of the number of students contracted for in 1.2 above, regardless of the number of students in actual attendance. Total program payment shall not fall below 50 students for all schools combined in a program week.

1.2.4 Payment Transfer Authorization. The District hereby authorizes and MCOE shall transfer the total balances due (both deposits and final payments) via an Inter-District transfer from the following account # provided by the District:

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2

ARTICLE 2 TRANSPORTATION AND DISTRICT SUPPORT

2.1 Transportation.

District shall be solely responsible for providing its own transportation to ensure the timely arrival and departure of its students, teachers, cabin counselors and health care staff to and from the Outdoor School in accordance with the date(s) and time(s) of use identified in Section 1.1 above **and in the event of a medical, disciplinary, safety or other emergency.**

2.1.1 MCOE-Provided Transportation. Notwithstanding Section 2.1, in the event MCOE is required to provide transportation services to and/or from the Outdoor School and/or in the event MCOE provides transportation to District to handle medical, disciplinary, safety, or other emergencies, the District hereby agrees to reimburse MCOE for such services at their actual cost. All charges for such services will be reflected on the District's final bill issued pursuant to Section 1.2.2.

2.1.2 MCOE Transportation for Field Trips. In the event District requests MCOE to provide bus transportation for field trips, District will be responsible for all charges for such services which will reflect on the District's final bill issued pursuant to Section 1.2.2.

Field Trip Costs	
Mariposa Grove drop off	\$125.00 per bus run
Mariposa Grove drop off/pick up	\$250.00 per bus run
Yosemite Valley all day	\$400.00./bus plus staff OT
Glacier Point all day	\$400.00/bus plus staff OT

2.2 District Support.

District shall provide a minimum of one (1) teacher for up to twenty-five (25) students, two (2) teachers for twenty-six (26) to fifty (50) students, three (3) teachers for fifty-one (51) to seventy-five (75) students, and so on. Teachers are a vital part of the supervision model of the Outdoor School and are required to remain on campus while students are present. District shall also provide a minimum of one (1) health care professional of EMT-1 certification or higher and two (2) cabin supervisors per cabin of students who is the same gender as the students being supervised. Cabin leaders in excess of two (2) per cabin of students will be charged to the District as additional students, except in cases where the District has made arrangements with the Outdoor School in advance to support special needs students.

2.2.1 Coordination with Other Schools or Districts. In the event that more than one (1) school or district attends the Outdoor School at the same time as District, District agrees to coordinate with such school(s) and/or district(s) and cooperate as to the provision of health care and cabin leader staff as required by Section 2.2 above.

2.2.2 Written Materials. District agrees to provide enough Parent, Teacher and Cabin Leader Booklets to support each of the program participants at District's expense. The Outdoor School will provide one master copy of each such Booklet to District.

2.2.3 Coordination with Outdoor School Staff. District shall arrange a planning and orientation between District's school site and the Outdoor School staff. District shall coordinate with the Outdoor School staff for the provision of visitor passes to any staff visiting during the program at least twenty-four (24) hours in advance of the visitors' arrival to the Outdoor School. District shall also make arrangements for the translation of all student and parent forms and provide translation services as needed. District shall provide the Outdoor School with all pertinent information regarding student and staff health, discipline and behavior issues that might impact the Outdoor School program in advance of the District's use of the Outdoor School.

2.2.4 **Emergency Contact.** 24 hour emergency contact information must be provided by District:

CONTACT 1:

Name: Jason Waltman
Title: Principal
Phone: 209-826-3816
Cell Phone: 209-704-1743

CONTACT 2:

Name: Stacia Rains
Title: Assistant Principal
Phone: 209-826-3816
Cell Phone: 209-761-1013

**ARTICLE 3
DISTRICT CONDUCT**

3.1 School Policy and Governing Laws.

District hereby agrees to abide by all of the policies set forth in the "Outdoor School Policy Booklet" which District acknowledges it has reviewed prior to executing this Agreement. Such policies are incorporated herein as if set forth in full. District further agrees to abide by all applicable federal, state and local laws in its use of the School.

**ARTICLE 4
INSURANCE AND INDEMNIFICATION**

4.1 Insurance.

4.1.1 General Insurance Requirements. Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain the insurance programs set forth in this Section 4.1.

4.1.2 Evidence of Insurance. Each Party shall, upon request of the other Party, provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party prior to District's use of the School under this Agreement.

4.1.3 Insurer Financial Ratings and Self-Insurance. If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

4.1.4 Notification of Incidents, Claims or Suits. The Parties mutually agree to notify one another of any accident or incident relating to activities performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against either of the Parties, and of any actual third-Party claim or lawsuit arising from, or related to, District's use of the School or services provided by MCOE under this Agreement.

4.1.5 Insurance Coverage Requirements. Each Party shall maintain the following programs of insurance coverage:

4.1.5.1 General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.1.5.2 Automobile Liability insurance with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.1.5.3 The Parties agree to provide Workers Compensation and Employers' Liability insurance providing workers compensation benefits to their respective employees, as required by the State of California. At no time will District's employees be considered MCOE's employees or vice-versa.

4.1.6 Waiver of Subrogation. The Parties waive all rights of subrogation and recovery against the other and against agents and employees of the other for damages covered by any property insurance.

4.2 Indemnification.

District shall defend, indemnify and hold harmless MCOE, its governing board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising in whole or in part out of the District's use of the School caused in whole or in part by the negligent or intentional acts or omissions of the District's governing board, officers, directors, agents, employees, volunteers, students or independent contractors.

ARTICLE 5 MISCELLANEOUS

5.1 Modification.

The Parties may modify the terms and conditions of this Agreement only in a written amendment to this Agreement that is signed by both Parties.

5.2 Heirs, Successors and Assigns.

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

5.3 Party Employees.

5.3.1 District Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees, and no District employees shall be considered as an employee of MCOE, nor shall such District employees have any MCOE pension, civil service, or other status while an employee of District.

5.3.2 MCOE Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for MCOE shall be deemed MCOE employees and no MCOE employee shall be considered as an employee of District, nor shall such MCOE employees have any District pension, civil services, or other status while an employee of MCOE.

5.4 Notices.

All notices or other communications, shall be in writing and shall be duly served, either personally delivered or by depositing communication in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District:	Los Banos Unified School District 1717 South 11 th Street Los Banos, CA 93635 ATTN: Dr. Mark Marshall, Superintendent
-----------	---

MCOE: Outdoor School	Camp Green Meadows Outdoor School PO BOX 69 Fish Camp, CA 93623 ATTN: Robert Bassett, Principal
-------------------------	--

5.5 Counterparts.

This Agreement may be executed in duplicate counterparts.

5.6 Severability.

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining portions shall not, in any way, be affected or impaired thereby.

5.7 Prevailing Party Fees.

The prevailing Party in any action or proceeding to enforce, interpret or otherwise, arising out of or relating to, this Agreement or any provision thereof (including, but not limited to, any trial, arbitration, administrative hearing or appeal) shall be entitled to recover from the other Party (or parties) all of the costs and expenses, including, but not limited to, reasonable attorneys' fees and expert's fees.

5.8 Third-Party Beneficiaries.

This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third-Party beneficiary hereunder.

5.9 No Partnership or Joint Venture.

Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership, joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

5.10 Waiver.

No failure on the part of the District or MCOE to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

5.11 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5.12 Captions.

The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

5.13 Further Assurances.

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

5.14 Mediation.

In the event any dispute arises under the terms of this Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy two (72) hours of the request of either Party. If, within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty five (45) days of the initial request for mediation.

5.15 Authority.

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

5.16 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

5.17 Ambiguities Not to be Construed Against Drafting Party.

The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

5.18 Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Merced County, California.

5.19 Entire Agreement.


The terms and provisions of this Agreement constitute the entire Agreement of the Parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first referenced above.

MERCED COUNTY OFFICE OF EDUCATION

LOS BANOS UNIFIED SCHOOL
DISTRICT

By:



Title:

Assistant Superintendent

By: _____

Title: _____

RETURN ADDRESS:

Camp Green Meadows Outdoor School
P. O. Box 69
Fish Camp, CA 93623

Board Reference Material

SUBJECT TITLE: Agreements: MCOE, Jack L. Boyd Outdoor School (LFE)

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreements between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by Lorena Falasco Elementary School.

BACKGROUND INFORMATION:

Lorena Falasco Elementary School's 6th grade class plans to attend Jack L. Boyd Outdoor School from October 15 – 19, 2018. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, not the booster group.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Jane Brittell, Principal Lorena Falasco Elementary School
Date: May 10, 2018

**AGREEMENT BETWEEN MERCED COUNTY OFFICE
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT
(Lorena Falasco Elementary) FOR USE OF CAMP GREEN MEADOWS
OUTDOOR SCHOOL COMMENCING
October 15, 2018, 2018 AND ENDING October 19, 2018**

This Agreement is made and entered into on this 22nd day of March 2018, by and between the Merced County Office of Education ("MCOE") and Los Banos Unified School District ("District") for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the "Outdoor School"). MCOE and District shall collectively hereinafter be referred to as the "Parties."

AGREEMENT

**ARTICLE 1
FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE**

1.1 Date(s) of Use.

District will commence its use of the Outdoor School beginning October 15, 2018 at 11:00 a.m. and ending October 19, 2018 at 11:30 a.m. Lorena Falasco Elementary will be sharing facilities at Camp Green Meadows Outdoor School with Westside Elementary and should coordinate with said school(s) for cabin leaders, nurse and field trips.

1.2 Payment for Use.

District will pay MCOE \$238.00 per student for a minimum of 75 students for a total of \$17,850.00. **District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.**

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$892.50 (five percent (5%) of the total contract amount) on or before ***August 15, 2018*** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$16,957.50 (the balance of the total contract price of \$17,850.00 less the deposit of \$892.50) will be transferred to MCOE within thirty (30) days following the District's use of the Outdoor School.

1.2.3 Adjustment to Final Payment. Final payment will be increased or decreased based upon actual attendance multiplied by the per-student rate specified in 1.2 above. There is a minimum billing amount of 90%. Payment will not be less than 90% of the number of students contracted for in 1.2 above, regardless of the number of students in actual attendance. Total program payment shall not fall below 50 students for all schools combined in a program week.

1.2.4 Payment Transfer Authorization. The District hereby authorizes and MCOE shall transfer the total balances due (both deposits and final payments) via an Inter-District transfer from the following account # provided by the District:

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2
100%	01110005860001110100000600600000									

ARTICLE 2 TRANSPORTATION AND DISTRICT SUPPORT

2.1 Transportation.

District shall be solely responsible for providing its own transportation to ensure the timely arrival and departure of its students, teachers, cabin counselors and health care staff to and from the Outdoor School in accordance with the date(s) and time(s) of use identified in Section 1.1 above **and in the event of a medical, disciplinary, safety or other emergency.**

2.1.1 MCOE-Provided Transportation. Notwithstanding Section 2.1, in the event MCOE is required to provide transportation services to and/or from the Outdoor School and/or in the event MCOE provides transportation to District to handle medical, disciplinary, safety, or other emergencies, the District hereby agrees to reimburse MCOE for such services at their actual cost. All charges for such services will be reflected on the District's final bill issued pursuant to Section 1.2.2.

2.1.2 MCOE Transportation for Field Trips. In the event District requests MCOE to provide bus transportation for field trips, District will be responsible for all charges for such services which will reflect on the District's final bill issued pursuant to Section 1.2.2.

Field Trip Costs	
Mariposa Grove drop off	\$125.00 per bus run
Mariposa Grove drop off/pick up	\$250.00 per bus run
Yosemite Valley all day	\$400.00./bus plus staff OT
Glacier Point all day	\$400.00/bus plus staff OT

2.2 District Support.

District shall provide a minimum of one (1) teacher for up to twenty-five (25) students, two (2) teachers for twenty-six (26) to fifty (50) students, three (3) teachers for fifty-one (51) to seventy-five (75) students, and so on. Teachers are a vital part of the supervision model of the Outdoor School and are required to remain on campus while students are present. District shall also provide a minimum of one (1) health care professional of EMT-1 certification or higher and two (2) cabin supervisors per cabin of students who is the same gender as the students being supervised. Cabin leaders in excess of two (2) per cabin of students will be charged to the District as additional students, except in cases where the District has made arrangements with the Outdoor School in advance to support special needs students.

2.2.1 Coordination with Other Schools or Districts. In the event that more than one (1) school or district attends the Outdoor School at the same time as District, District agrees to coordinate with such school(s) and/or district(s) and cooperate as to the provision of health care and cabin leader staff as required by Section 2.2 above.

2.2.2 Written Materials. District agrees to provide enough Parent, Teacher and Cabin Leader Booklets to support each of the program participants at District's expense. The Outdoor School will provide one master copy of each such Booklet to District.

2.2.3 Coordination with Outdoor School Staff. District shall arrange a planning and orientation between District's school site and the Outdoor School staff. District shall coordinate with the Outdoor School staff for the provision of visitor passes to any staff visiting during the program at least twenty-four (24) hours in advance of the visitors' arrival to the Outdoor School. District shall also make arrangements for the translation of all student and parent forms and provide translation services as needed. District shall provide the Outdoor School with all pertinent information regarding student and staff health, discipline and behavior issues that might impact the Outdoor School program in advance of the District's use of the Outdoor School.

2.2.4 **Emergency Contact.** 24 hour emergency contact information must be provided by District:

CONTACT 1:

Name: Jane Britell
Title: Principal
Phone: (209) 827-5834
Cell Phone: (209) 535-6599

CONTACT 2:

Name: Laura Brady
Title: Assistant Principal
Phone: (209) 827-5834
Cell Phone: (209) 509-6898

**ARTICLE 3
DISTRICT CONDUCT**

3.1 School Policy and Governing Laws.

District hereby agrees to abide by all of the policies set forth in the "Outdoor School Policy Booklet" which District acknowledges it has reviewed prior to executing this Agreement. Such policies are incorporated herein as if set forth in full. District further agrees to abide by all applicable federal, state and local laws in its use of the School.

**ARTICLE 4
INSURANCE AND INDEMNIFICATION**

4.1 Insurance.

4.1.1 General Insurance Requirements. Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain the insurance programs set forth in this Section 4.1.

4.1.2 Evidence of Insurance. Each Party shall, upon request of the other Party, provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party prior to District's use of the School under this Agreement.

4.1.3 Insurer Financial Ratings and Self-Insurance. If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

4.1.4 Notification of Incidents, Claims or Suits. The Parties mutually agree to notify one another of any accident or incident relating to activities performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against either of the Parties, and of any actual third-Party claim or lawsuit arising from, or related to, District's use of the School or services provided by MCOE under this Agreement.

4.1.5 Insurance Coverage Requirements. Each Party shall maintain the following programs of insurance coverage:

4.1.5.1 General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.1.5.2 Automobile Liability insurance with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.1.5.3 The Parties agree to provide Workers Compensation and Employers' Liability insurance providing workers compensation benefits to their respective employees, as required by the State of California. At no time will District's employees be considered MCOE's employees or vice-versa.

4.1.6 Waiver of Subrogation. The Parties waive all rights of subrogation and recovery against the other and against agents and employees of the other for damages covered by any property insurance.

4.2 Indemnification.

District shall defend, indemnify and hold harmless MCOE, its governing board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising in whole or in part out of the District's use of the School caused in whole or in part by the negligent or intentional acts or omissions of the District's governing board, officers, directors, agents, employees, volunteers, students or independent contractors.

ARTICLE 5 MISCELLANEOUS

5.1 Modification.

The Parties may modify the terms and conditions of this Agreement only in a written amendment to this Agreement that is signed by both Parties.

5.2 Heirs, Successors and Assigns.

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

5.3 Party Employees.

5.3.1 District Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees, and no District employees shall be considered as an employee of MCOE, nor shall such District employees have any MCOE pension, civil service, or other status while an employee of District.

5.3.2 MCOE Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for MCOE shall be deemed MCOE employees and no MCOE employee shall be considered as an employee of District, nor shall such MCOE employees have any District pension, civil services, or other status while an employee of MCOE.

5.4 Notices.

All notices or other communications, shall be in writing and shall be duly served, either personally delivered or by depositing communication in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District:	Los Banos Unified School District 1717 South 11 th Street Los Banos, CA 93635 ATTN: Dr. Mark Marshall, Superintendent
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MCOE: Outdoor School	Camp Green Meadows Outdoor School PO BOX 69 Fish Camp, CA 93623 ATTN: Robert Bassett, Principal
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5.5 Counterparts.

This Agreement may be executed in duplicate counterparts.

5.6 Severability.

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining portions shall not, in any way, be affected or impaired thereby.

5.7 Prevailing Party Fees.

The prevailing Party in any action or proceeding to enforce, interpret or otherwise, arising out of or relating to, this Agreement or any provision thereof (including, but not limited to, any trial, arbitration, administrative hearing or appeal) shall be entitled to recover from the other Party (or parties) all of the costs and expenses, including, but not limited to, reasonable attorneys' fees and expert's fees.

5.8 Third-Party Beneficiaries.

This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third-Party beneficiary hereunder.

5.9 No Partnership or Joint Venture.

Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership, joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

5.10 Waiver.

No failure on the part of the District or MCOE to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

5.11 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5.12 Captions.

The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

5.13 Further Assurances.

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

5.14 Mediation.

In the event any dispute arises under the terms of this Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy two (72) hours of the request of either Party. If, within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty five (45) days of the initial request for mediation.

5.15 Authority.

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

5.16 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

5.17 Ambiguities Not to be Construed Against Drafting Party.

The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

5.18 Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Merced County, California.

5.19 Entire Agreement.

The terms and provisions of this Agreement constitute the entire Agreement of the Parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first referenced above.

MERCED COUNTY OFFICE OF EDUCATION LOS BANOS UNIFIED SCHOOL
DISTRICT

By: 
Title: Assistant Superintendent

By: _____
Title: _____

RETURN ADDRESS:

Camp Green Meadows Outdoor School
P. O. Box 69
Fish Camp, CA 93623

Board Reference Material

SUBJECT TITLE: Agreements: MCOE, Jack L. Boyd Outdoor School (MSE)

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreements between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by Mercey Springs Elementary School.

BACKGROUND INFORMATION:

Mercey Springs Elementary School's 6th grade class plans to attend Jack L. Boyd Outdoor School from May 13 – May 17, 2019. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, not the booster group.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Eric Sowersby, Mercey Springs Elementary School Principal
Date: May 10, 2018

**AGREEMENT BETWEEN MERCED COUNTY OFFICE
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT
(Mercy Springs Elementary) FOR USE OF CAMP GREEN MEADOWS
OUTDOOR SCHOOL COMMENCING
May 13, 2019 AND ENDING May 17, 2019**

This Agreement is made and entered into on this 27th day of March 2018, by and between the Merced County Office of Education ("MCOE") and Los Banos Unified School District ("District") for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the "Outdoor School"). MCOE and District shall collectively hereinafter be referred to as the "Parties."

AGREEMENT

**ARTICLE 1
FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE**

1.1 Date(s) of Use.

District will commence its use of the Outdoor School beginning May 13, 2019 at 11:00 a.m. and ending May 17, 2019 at 11:30 a.m. Mercy Springs Elementary may be sharing facilities at Camp Green Meadows Outdoor School with another school and should coordinate with said school(s) for cabin leaders, nurse and field trips.

1.2 Payment for Use.

District will pay MCOE \$238.00 per student for a minimum of 75 students for a total of \$17,850.00. District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$892.50 (five percent (5%) of the total contract amount) on or before **August 15, 2018** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$16,957.50 (the balance of the total contract price of \$17,850.00 less the deposit of \$892.50) will be transferred to MCOE within thirty (30) days following the District's use of the Outdoor School.

1.2.3 Adjustment to Final Payment. Final payment will be increased or decreased based upon actual attendance multiplied by the per-student rate specified in 1.2 above. There is a minimum billing amount of 90%. Payment will not be less than 90% of the number of students contracted for in 1.2 above, regardless of the number of students in actual attendance. Total program payment shall not fall below 50 students for all schools combined in a program week.

1.2.4 Payment Transfer Authorization. The District hereby authorizes and MCOE shall transfer the total balances due (both deposits and final payments) via an Inter-District transfer from the following account # provided by the District:

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2

ARTICLE 2 TRANSPORTATION AND DISTRICT SUPPORT

2.1 Transportation.

District shall be solely responsible for providing its own transportation to ensure the timely arrival and departure of its students, teachers, cabin counselors and health care staff to and from the Outdoor School in accordance with the date(s) and time(s) of use identified in Section 1.1 above **and in the event of a medical, disciplinary, safety or other emergency.**

2.1.1 MCOE-Provided Transportation. Notwithstanding Section 2.1, in the event MCOE is required to provide transportation services to and/or from the Outdoor School and/or in the event MCOE provides transportation to District to handle medical, disciplinary, safety, or other emergencies, the District hereby agrees to reimburse MCOE for such services at their actual cost. All charges for such services will be reflected on the District's final bill issued pursuant to Section 1.2.2.

2.1.2 MCOE Transportation for Field Trips. In the event District requests MCOE to provide bus transportation for field trips, District will be responsible for all charges for such services which will reflect on the District's final bill issued pursuant to Section 1.2.2.

Field Trip Costs	
Mariposa Grove drop off	\$125.00 per bus run
Mariposa Grove drop off/pick up	\$250.00 per bus run
Yosemite Valley all day	\$400.00./bus plus staff OT
Glacier Point all day	\$400.00/bus plus staff OT

2.2 District Support.

District shall provide a minimum of one (1) teacher for up to twenty-five (25) students, two (2) teachers for twenty-six (26) to fifty (50) students, three (3) teachers for fifty-one (51) to seventy-five (75) students, and so on. Teachers are a vital part of the supervision model of the Outdoor School and are required to remain on campus while students are present. District shall also provide a minimum of one (1) health care professional of EMT-1 certification or higher and two (2) cabin supervisors per cabin of students who is the same gender as the students being supervised. Cabin leaders in excess of two (2) per cabin of students will be charged to the District as additional students, except in cases where the District has made arrangements with the Outdoor School in advance to support special needs students.

2.2.1 Coordination with Other Schools or Districts. In the event that more than one (1) school or district attends the Outdoor School at the same time as District, District agrees to coordinate with such school(s) and/or district(s) and cooperate as to the provision of health care and cabin leader staff as required by Section 2.2 above.

2.2.2 Written Materials. District agrees to provide enough Parent, Teacher and Cabin Leader Booklets to support each of the program participants at District's expense. The Outdoor School will provide one master copy of each such Booklet to District.

2.2.3 Coordination with Outdoor School Staff. District shall arrange a planning and orientation between District's school site and the Outdoor School staff. District shall coordinate with the Outdoor School staff for the provision of visitor passes to any staff visiting during the program at least twenty-four (24) hours in advance of the visitors' arrival to the Outdoor School. District shall also make arrangements for the translation of all student and parent forms and provide translation services as needed. District shall provide the Outdoor School with all pertinent information regarding student and staff health, discipline and behavior issues that might impact the Outdoor School program in advance of the District's use of the Outdoor School.

2.2.4 Emergency Contact. 24 hour emergency contact information must be provided by District:

CONTACT 1:

Name: _____

Title: _____

Phone: _____

Cell Phone: _____

CONTACT 2:

Name: _____

Title: _____

Phone: _____

Cell Phone: _____

ARTICLE 3 DISTRICT CONDUCT

3.1 School Policy and Governing Laws.

District hereby agrees to abide by all of the policies set forth in the "Outdoor School Policy Booklet" which District acknowledges it has reviewed prior to executing this Agreement. Such policies are incorporated herein as if set forth in full. District further agrees to abide by all applicable federal, state and local laws in its use of the School.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

4.1 Insurance.

4.1.1 General Insurance Requirements. Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain the insurance programs set forth in this Section 4.1.

4.1.2 Evidence of Insurance. Each Party shall, upon request of the other Party, provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party prior to District's use of the School under this Agreement.

4.1.3 Insurer Financial Ratings and Self-Insurance. If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

4.1.4 Notification of Incidents, Claims or Suits. The Parties mutually agree to notify one another of any accident or incident relating to activities performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against either of the Parties, and of any actual third-Party claim or lawsuit arising from, or related to, District's use of the School or services provided by MCOE under this Agreement.

4.1.5 Insurance Coverage Requirements. Each Party shall maintain the following programs of insurance coverage:

4.1.5.1 General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.1.5.2 Automobile Liability insurance with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.1.5.3 The Parties agree to provide Workers Compensation and Employers' Liability insurance providing workers compensation benefits to their respective employees, as required by the State of California. At no time will District's employees be considered MCOE's employees or vice-versa.

4.1.6 Waiver of Subrogation. The Parties waive all rights of subrogation and recovery against the other and against agents and employees of the other for damages covered by any property insurance.

4.2 Indemnification.

District shall defend, indemnify and hold harmless MCOE, its governing board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising in whole or in part out of the District's use of the School caused in whole or in part by the negligent or intentional acts or omissions of the District's governing board, officers, directors, agents, employees, volunteers, students or independent contractors.

ARTICLE 5 MISCELLANEOUS

5.1 Modification.

The Parties may modify the terms and conditions of this Agreement only in a written amendment to this Agreement that is signed by both Parties.

5.2 Heirs, Successors and Assigns.

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

5.3 Party Employees.

5.3.1 District Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees, and no District employees shall be considered as an employee of MCOE, nor shall such District employees have any MCOE pension, civil service, or other status while an employee of District.

5.3.2 MCOE Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for MCOE shall be deemed MCOE employees and no MCOE employee shall be considered as an employee of District, nor shall such MCOE employees have any District pension, civil services, or other status while an employee of MCOE.

5.4 Notices.

All notices or other communications, shall be in writing and shall be duly served, either personally delivered or by depositing communication in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District:	Los Banos Unified School District 1717 South 11 th Street Los Banos, CA 93635 ATTN: Dr. Mark Marshall, Superintendent
-----------	---

MCOE: Outdoor School	Camp Green Meadows Outdoor School PO BOX 69 Fish Camp, CA 93623 ATTN: Robert Bassett, Principal
-------------------------	--

5.5 Counterparts.

This Agreement may be executed in duplicate counterparts.

5.6 Severability.

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining portions shall not, in any way, be affected or impaired thereby.

5.7 Prevailing Party Fees.

The prevailing Party in any action or proceeding to enforce, interpret or otherwise, arising out of or relating to, this Agreement or any provision thereof (including, but not limited to, any trial, arbitration, administrative hearing or appeal) shall be entitled to recover from the other Party (or parties) all of the costs and expenses, including, but not limited to, reasonable attorneys' fees and expert's fees.

5.8 Third-Party Beneficiaries.

This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third-Party beneficiary hereunder.

5.9 No Partnership or Joint Venture.

Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership, joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

5.10 Waiver.

No failure on the part of the District or MCOE to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

5.11 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5.12 Captions.

The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

5.13 Further Assurances.

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

5.14 Mediation.

In the event any dispute arises under the terms of this Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy two (72) hours of the request of either Party. If, within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty five (45) days of the initial request for mediation.

5.15 Authority.

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

5.16 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

5.17 Ambiguities Not to be Construed Against Drafting Party.

The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

5.18 Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Merced County, California.

5.19 Entire Agreement.

The terms and provisions of this Agreement constitute the entire Agreement of the Parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first referenced above.

MERCED COUNTY OFFICE OF EDUCATION LOS BANOS UNIFIED SCHOOL
DISTRICT

By: 
Title: Assistant Superintendent

By: _____
Title: _____

RETURN ADDRESS:

Camp Green Meadows Outdoor School
P. O. Box 69
Fish Camp, CA 93623

Board Reference Material

SUBJECT TITLE: Agreements: MCOE, Jack L. Boyd Outdoor School (VE)

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreements between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by Volta Elementary School.

BACKGROUND INFORMATION:

Volta Elementary School's 6th grade class plans to attend Jack L. Boyd Outdoor School from October 1 – 5, 2018. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, not the booster group.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Matthew Thomas, Principal, Volta Elementary
Date: May 10, 2018

**AGREEMENT BETWEEN MERCED COUNTY OFFICE
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT
(Volta Elementary) FOR USE OF CAMP GREEN MEADOWS
OUTDOOR SCHOOL COMMENCING
October 1, 2018 AND ENDING October 5, 2018**

This Agreement is made and entered into on this 21st day of March 2018, by and between the Merced County Office of Education ("MCOE") and Los Banos Unified School District ("District") for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the "Outdoor School"). MCOE and District shall collectively hereinafter be referred to as the "Parties."

AGREEMENT

ARTICLE 1

FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE

1.1 Date(s) of Use.

District will commence its use of the Outdoor School beginning October 1, 2018 at 11:00 a.m. and ending October 5, 2018 at 11:30 a.m. Volta Elementary will be sharing facilities at Camp Green Meadows Outdoor School with Snelling Elementary and should coordinate with said school(s) for cabin leaders, nurse and field trips.

1.2 Payment for Use.

District will pay MCOE \$238.00 per student for a minimum of 50 students for a total of \$11,900.00. **District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.**

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$595.00 (five percent (5%) of the total contract amount) on or before **August 15, 2018** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$11,305.00 (the balance of the total contract price of \$11,900.00 less the deposit of \$595.00) will be transferred to MCOE within thirty (30) days following the District's use of the Outdoor School.

1.2.3 Adjustment to Final Payment. Final payment will be increased or decreased based upon actual attendance multiplied by the per-student rate specified in 1.2 above. There is a minimum billing amount of 90%. Payment will not be less than 90% of the number of students contracted for in 1.2 above, regardless of the number of students in actual attendance. Total program payment shall not fall below 50 students for all schools combined in a program week.

1.2.4 Payment Transfer Authorization. The District hereby authorizes and MCOE shall transfer the total balances due (both deposits and final payments) via an Inter-District transfer from the following account # provided by the District:

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2

ARTICLE 2 TRANSPORTATION AND DISTRICT SUPPORT

2.1 Transportation.

District shall be solely responsible for providing its own transportation to ensure the timely arrival and departure of its students, teachers, cabin counselors and health care staff to and from the Outdoor School in accordance with the date(s) and time(s) of use identified in Section 1.1 above **and in the event of a medical, disciplinary, safety or other emergency.**

2.1.1 MCOE-Provided Transportation. Notwithstanding Section 2.1, in the event MCOE is required to provide transportation services to and/or from the Outdoor School and/or in the event MCOE provides transportation to District to handle medical, disciplinary, safety, or other emergencies, the District hereby agrees to reimburse MCOE for such services at their actual cost. All charges for such services will be reflected on the District's final bill issued pursuant to Section 1.2.2.

2.1.2 MCOE Transportation for Field Trips. In the event District requests MCOE to provide bus transportation for field trips, District will be responsible for all charges for such services which will reflect on the District's final bill issued pursuant to Section 1.2.2.

Field Trip Costs	
Mariposa Grove drop off	\$125.00 per bus run
Mariposa Grove drop off/pick up	\$250.00 per bus run
Yosemite Valley all day	\$400.00./bus plus staff OT
Glacier Point all day	\$400.00/bus plus staff OT

2.2 District Support.

District shall provide a minimum of one (1) teacher for up to twenty-five (25) students, two (2) teachers for twenty-six (26) to fifty (50) students, three (3) teachers for fifty-one (51) to seventy-five (75) students, and so on. Teachers are a vital part of the supervision model of the Outdoor School and are required to remain on campus while students are present. District shall also provide a minimum of one (1) health care professional of EMT-1 certification or higher and two (2) cabin supervisors per cabin of students who is the same gender as the students being supervised. Cabin leaders in excess of two (2) per cabin of students will be charged to the District as additional students, except in cases where the District has made arrangements with the Outdoor School in advance to support special needs students.

2.2.1 Coordination with Other Schools or Districts. In the event that more than one (1) school or district attends the Outdoor School at the same time as District, District agrees to coordinate with such school(s) and/or district(s) and cooperate as to the provision of health care and cabin leader staff as required by Section 2.2 above.

2.2.2 Written Materials. District agrees to provide enough Parent, Teacher and Cabin Leader Booklets to support each of the program participants at District's expense. The Outdoor School will provide one master copy of each such Booklet to District.

2.2.3 Coordination with Outdoor School Staff. District shall arrange a planning and orientation between District's school site and the Outdoor School staff. District shall coordinate with the Outdoor School staff for the provision of visitor passes to any staff visiting during the program at least twenty-four (24) hours in advance of the visitors' arrival to the Outdoor School. District shall also make arrangements for the translation of all student and parent forms and provide translation services as needed. District shall provide the Outdoor School with all pertinent information regarding student and staff health, discipline and behavior issues that might impact the Outdoor School program in advance of the District's use of the Outdoor School.

2.2.4 Emergency Contact. 24 hour emergency contact information must be provided by District:

CONTACT 1:

Name: Matthew Thomas
Title: Volta Principal
Phone: (209) 826-2912
Cell Phone: (209) 777-7291

CONTACT 2:

Name: PAULA MASTRANGELLO
Title: Assistant Superintendent
Phone: 209 - 826 - 3801 extension
Cell Phone: 209 - 509 - 5879 7007

**ARTICLE 3
DISTRICT CONDUCT**

3.1 School Policy and Governing Laws.

District hereby agrees to abide by all of the policies set forth in the "Outdoor School Policy Booklet" which District acknowledges it has reviewed prior to executing this Agreement. Such policies are incorporated herein as if set forth in full. District further agrees to abide by all applicable federal, state and local laws in its use of the School.

**ARTICLE 4
INSURANCE AND INDEMNIFICATION**

4.1 Insurance.

4.1.1 General Insurance Requirements. Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain the insurance programs set forth in this Section 4.1.

4.1.2 Evidence of Insurance. Each Party shall, upon request of the other Party, provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party prior to District's use of the School under this Agreement.

4.1.3 Insurer Financial Ratings and Self-Insurance. If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

4.1.4 Notification of Incidents, Claims or Suits. The Parties mutually agree to notify one another of any accident or incident relating to activities performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against either of the Parties, and of any actual third-Party claim or lawsuit arising from, or related to, District's use of the School or services provided by MCOE under this Agreement.

4.1.5 Insurance Coverage Requirements. Each Party shall maintain the following programs of insurance coverage:

4.1.5.1 General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.1.5.2 Automobile Liability insurance with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.1.5.3 The Parties agree to provide Workers Compensation and Employers' Liability insurance providing workers compensation benefits to their respective employees, as required by the State of California. At no time will District's employees be considered MCOE's employees or vice-versa.

4.1.6 Waiver of Subrogation. The Parties waive all rights of subrogation and recovery against the other and against agents and employees of the other for damages covered by any property insurance.

4.2 Indemnification.

District shall defend, indemnify and hold harmless MCOE, its governing board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising in whole or in part out of the District's use of the School caused in whole or in part by the negligent or intentional acts or omissions of the District's governing board, officers, directors, agents, employees, volunteers, students or independent contractors.

ARTICLE 5 MISCELLANEOUS

5.1 Modification.

The Parties may modify the terms and conditions of this Agreement only in a written amendment to this Agreement that is signed by both Parties.

5.2 Heirs, Successors and Assigns.

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

5.3 Party Employees.

5.3.1 District Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees, and no District employees shall be considered as an employee of MCOE, nor shall such District employees have any MCOE pension, civil service, or other status while an employee of District.

5.3.2 MCOE Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for MCOE shall be deemed MCOE employees and no MCOE employee shall be considered as an employee of District, nor shall such MCOE employees have any District pension, civil services, or other status while an employee of MCOE.

5.4 Notices.

All notices or other communications, shall be in writing and shall be duly served, either personally delivered or by depositing communication in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District:	Los Banos Unified School District 1717 South 11 th Street Los Banos, CA 93635 ATTN: Dr. Mark Marshall, Superintendent
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MCOE: Outdoor School	Camp Green Meadows Outdoor School PO BOX 69 Fish Camp, CA 93623 ATTN: Robert Bassett, Principal
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5.5 Counterparts.

This Agreement may be executed in duplicate counterparts.

5.6 Severability.

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining portions shall not, in any way, be affected or impaired thereby.

5.7 Prevailing Party Fees.

The prevailing Party in any action or proceeding to enforce, interpret or otherwise, arising out of or relating to, this Agreement or any provision thereof (including, but not limited to, any trial, arbitration, administrative hearing or appeal) shall be entitled to recover from the other Party (or parties) all of the costs and expenses, including, but not limited to, reasonable attorneys' fees and expert's fees.

5.8 Third-Party Beneficiaries.

This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third-Party beneficiary hereunder.

5.9 No Partnership or Joint Venture.

Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership, joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

5.10 Waiver.

No failure on the part of the District or MCOE to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

5.11 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5.12 Captions.

The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

5.13 Further Assurances.

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

5.14 Mediation.

In the event any dispute arises under the terms of this Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy two (72) hours of the request of either Party. If, within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty five (45) days of the initial request for mediation.

5.15 Authority.

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

5.16 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

5.17 Ambiguities Not to be Construed Against Drafting Party.

The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

5.18 Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Merced County, California.

5.19 Entire Agreement.

The terms and provisions of this Agreement constitute the entire Agreement of the Parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first referenced above.

MERCED COUNTY OFFICE OF EDUCATION LOS BANOS UNIFIED SCHOOL
DISTRICT

By: John Mygheson
Title: Assistant Superintendent

By: _____
Title: _____

RETURN ADDRESS:

Camp Green Meadows Outdoor School
P. O. Box 69
Fish Camp, CA 93623

Board Reference Material

SUBJECT TITLE: Agreements: MCOE, Jack L. Boyd Outdoor School (WUES)

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreements between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by Westside Union Elementary School.

BACKGROUND INFORMATION:

Westside Union Elementary School's 6th grade class plans to attend Jack L. Boyd Outdoor School from October 15 – 19, 2018. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, not the booster group.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Joe McColloch, Principal Westside Elementary School
Date: May 10, 2018

**AGREEMENT BETWEEN MERCED COUNTY OFFICE
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT
(Westside Union Elementary) FOR USE OF CAMP GREEN MEADOWS
OUTDOOR SCHOOL COMMENCING
October 15, 2018 AND ENDING October 19, 2018**

This Agreement is made and entered into on this 22nd day of March 2018, by and between the Merced County Office of Education ("MCOE") and Los Banos Unified School District ("District") for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the "Outdoor School"). MCOE and District shall collectively hereinafter be referred to as the "Parties."

AGREEMENT

ARTICLE 1

FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE

1.1 Date(s) of Use.

District will commence its use of the Outdoor School beginning October 15, 2018 at 11:00 a.m. and ending October 19, 2018 at 11:30 a.m. Westside Union Elementary will be sharing facilities at Camp Green Meadows Outdoor School with Lorena Falasco Elementary and should coordinate with said school(s) for cabin leaders, nurse and field trips.

1.2 Payment for Use.

District will pay MCOE \$238.00 per student for a minimum of 75 students for a total of \$17,850.00. District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$892.50 (five percent (5%) of the total contract amount) on or before **August 15, 2018** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$16,957.50 (the balance of the total contract price of \$17,850.00 less the deposit of \$892.50) will be transferred to MCOE within thirty (30) days following the District's use of the Outdoor School.

1.2.3 Adjustment to Final Payment. Final payment will be increased or decreased based upon actual attendance multiplied by the per-student rate specified in 1.2 above. There is a minimum billing amount of 90%. Payment will not be less than 90% of the number of students contracted for in 1.2 above, regardless of the number of students in actual attendance. Total program payment shall not fall below 50 students for all schools combined in a program week.

[illegible]

<u>Field Trip Costs</u>	
Mariposa Grove drop off	\$125.00 per bus run
Mariposa Grove drop off/pick up	\$250.00 per bus run
Yosemite Valley all day	\$400.00./bus plus staff OT
Glacier Point all day	\$400.00./bus plus staff OT

2.2.1 Coordination with Other Schools or Districts. In the event that more than one (1) school or district attends the Outdoor School at the same time as District, District agrees to coordinate with such school(s) and/or district(s) and cooperate as to the provision of health care and cabin leader staff as required by Section 2.2 above.

2.2.2 Written Materials. District agrees to provide enough Parent, Teacher and Cabin Leader Booklets to support each of the program participants at District's expense. The Outdoor School will provide one master copy of each such Booklet to District.

2.2.3 Coordination with Outdoor School Staff. District shall arrange a planning and orientation between District's school site and the Outdoor School staff. District shall coordinate with the Outdoor School staff for the provision of visitor passes to any staff visiting during the program at least twenty-four (24) hours in advance of the visitors' arrival to the Outdoor School. District shall also make arrangements for the translation of all student and parent forms and provide translation services as needed. District shall provide the Outdoor School with all pertinent information regarding student and staff health, discipline and behavior issues that might impact the Outdoor School program in advance of the District's use of the Outdoor School.

2.2.4 Emergency Contact. 24 hour emergency contact information must be provided by District:

CONTACT 1:

Name: Joe McCulloch
Title: Principal
Phone: 209-827-9390
Cell Phone: 209-587-1538

CONTACT 2:

Name: Maggie Ordunez
Title: Assistant Principal
Phone: 209-827-9390
Cell Phone: 209 489 7563

**ARTICLE 3
DISTRICT CONDUCT**

3.1 School Policy and Governing Laws.

District hereby agrees to abide by all of the policies set forth in the "Outdoor School Policy Booklet" which District acknowledges it has reviewed prior to executing this Agreement. Such policies are incorporated herein as if set forth in full. District further agrees to abide by all applicable federal, state and local laws in its use of the School.

**ARTICLE 4
INSURANCE AND INDEMNIFICATION**

4.1 Insurance.

4.1.1 General Insurance Requirements. Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain the insurance programs set forth in this Section 4.1.

4.1.2 Evidence of Insurance. Each Party shall, upon request of the other Party, provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party prior to District's use of the School under this Agreement.

4.1.3 Insurer Financial Ratings and Self-Insurance. If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

4.1.4 Notification of Incidents, Claims or Suits. The Parties mutually agree to notify one another of any accident or incident relating to activities performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against either of the Parties, and of any actual third-Party claim or lawsuit arising from, or related to, District's use of the School or services provided by MCOE under this Agreement.

4.1.5 Insurance Coverage Requirements. Each Party shall maintain the following programs of insurance coverage:

4.1.5.1 General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.1.5.2 Automobile Liability insurance with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.1.5.3 The Parties agree to provide Workers Compensation and Employers' Liability insurance providing workers compensation benefits to their respective employees, as required by the State of California. At no time will District's employees be considered MCOE's employees or vice-versa.

4.1.6 Waiver of Subrogation. The Parties waive all rights of subrogation and recovery against the other and against agents and employees of the other for damages covered by any property insurance.

4.2 Indemnification.

District shall defend, indemnify and hold harmless MCOE, its governing board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising in whole or in part out of the District's use of the School caused in whole or in part by the negligent or intentional acts or omissions of the District's governing board, officers, directors, agents, employees, volunteers, students or independent contractors.

ARTICLE 5 MISCELLANEOUS

5.1 Modification.

The Parties may modify the terms and conditions of this Agreement only in a written amendment to this Agreement that is signed by both Parties.

5.2 Heirs, Successors and Assigns.

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

5.3 Party Employees.

5.3.1 District Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees, and no District employees shall be considered as an employee of MCOE, nor shall such District employees have any MCOE pension, civil service, or other status while an employee of District.

5.3.2 MCOE Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for MCOE shall be deemed MCOE employees and no MCOE employee shall be considered as an employee of District, nor shall such MCOE employees have any District pension, civil services, or other status while an employee of MCOE.

5.4 Notices.

All notices or other communications, shall be in writing and shall be duly served, either personally delivered or by depositing communication in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District:	Los Banos Unified School District 1717 South 11 th Street Los Banos, CA 93635 ATTN: Dr. Mark Marshall, Superintendent
-----------	---

MCOE: Outdoor School	Camp Green Meadows Outdoor School PO BOX 69 Fish Camp, CA 93623 ATTN: Robert Bassett, Principal
-------------------------	--

5.5 Counterparts.

This Agreement may be executed in duplicate counterparts.

5.6 Severability.

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining portions shall not, in any way, be affected or impaired thereby.

5.7 Prevailing Party Fees.

The prevailing Party in any action or proceeding to enforce, interpret or otherwise, arising out of or relating to, this Agreement or any provision thereof (including, but not limited to, any trial, arbitration, administrative hearing or appeal) shall be entitled to recover from the other Party (or parties) all of the costs and expenses, including, but not limited to, reasonable attorneys' fees and expert's fees.

5.8 Third-Party Beneficiaries.

This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third-Party beneficiary hereunder.

5.9 No Partnership or Joint Venture.

Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership, joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

5.10 Waiver.

No failure on the part of the District or MCOE to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

5.11 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5.12 Captions.

The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

5.13 Further Assurances.

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

5.14 Mediation.

In the event any dispute arises under the terms of this Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy two (72) hours of the request of either Party. If, within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty five (45) days of the initial request for mediation.

5.15 Authority.

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

5.16 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

5.17 Ambiguities Not to be Construed Against Drafting Party.

The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

5.18 Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Merced County, California.

5.19 Entire Agreement.

The terms and provisions of this Agreement constitute the entire Agreement of the Parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first referenced above.

MERCED COUNTY OFFICE OF EDUCATION LOS BANOS UNIFIED SCHOOL
DISTRICT

By: John Magnuson
Title: Assistant Superintendent

By: _____
Title: _____

RETURN ADDRESS:

Camp Green Meadows Outdoor School
P. O. Box 69
Fish Camp, CA 93623

Board Reference Material

SUBJECT TITLE: **Hanover Research Partnership**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the Client Services Agreement for the Hanover Research Partnership.

BACKGROUND INFORMATION:

Hanover Research's K-12 Education Practice collaborates with over 325 local school districts, regional education agencies, independent schools, state education agencies, and educational service providers across the United States, aiding these clients in the achievement of academic and operational objectives.

Hanover's partnership model encourages and supports long-term, data-driven planning and solutions to meet immediate challenges and achieve strategic objectives. For a fixed annual fee, clients may request unlimited custom research projects that are completed consecutively, drawing from a variety of research capabilities. In addition to the custom research, Hanover offers access to an online archive of 1,800+ educational reports on a myriad of topics. Custom research solutions may include, but are not limited to:

- **Quantitative & Qualitative Data Analysis:** data mining and segmentation; analysis of district collected data
- **Best Practice & Literature Review:** review of scholarly literature featuring best practices and case studies
- **Survey Design, Administration, & Analysis:** student and parent, quantitative program evaluation, stakeholder engagement, public perception and awareness surveys
- **Benchmarking:** development and comparative analysis in the areas of : administration, operations, and curricular comparisons
- **Market Evaluation:** vendor/product reviews, demographic trends and projections, policy impact analysis, economic impact assessment

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports Board Goals #1 & # 3: Promote the educational success of all students by using best practices to attain proficiency or better AND create and sustain inspirational learning environments

LCAP Support: Hanover can support and improve LBUSD's LCAP development and reporting through their custom research, including:

- **Survey design and analysis** for examining perceptions of LCAP priorities
- **Quantitative data analyses** to review student achievement and determine the effectiveness of individual programs
- **Benchmarking** to provide a review of exemplary LCAP documents throughout the state to enhance the content and layout of the district's own LCAP report
- **Secondary research** to help improve the district's work and programs in specific priority areas

Previous Projects Completed:

- Technology Professional Development Survey
- Benchmarking Technology Use
- Practices for K-3 Literacy
- LCAP Surveys
- 2018 LCAP Surveys (current)
- Smarter Balance District-Level and School-Level Data Analysis
- Math Professional Development Survey

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

Contract value: \$46,200.00 (5% discount so total cost is **\$43,890.00**)

This contract will be paid from a combination of Title I, Title II and Title III funds.

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education,
Paul Enos, Assistant Superintendent, Secondary Education

Date: May 10, 2018



INVOICE

BILL TO: Los Banos Unified School District
1717 South 11th St.
Los Banos, CA 93635

INVOICE #: INV006069
CUSTOMER ID: CUS001476
DATE: 04/10/2018
PAYMENT TERMS: 5% DISCOUNT IF
PAYMENT IS RECEIVED BY 04/30/18
DUE DATE: 04/30/2018
TOTAL AMOUNT: \$46,200.00

DESCRIPTION	START DATE	END DATE	AMOUNT
Services Agreement with Hanover Research Invoice 3 of 3	03/18/2018	03/17/2021	\$46,200.00
		SUBTOTAL	\$46,200.00
		Sales Tax	\$0.00
		5% Discount	(\$2,310.00)
		TOTAL	\$43,890.00

PLEASE NOTE OUR NEW BANK DETAILS IF YOU PAY VIA ACH:

PNC Bank
Routing Number: 054000030
Account Number: 5303623435

PLEASE SEND CHECK TO THE ADDRESS BELOW, AND PLEASE NOTE THE NEW FLOOR:

Hanover Research Council
4401 Wilson Blvd
9th Floor
Arlington, VA 22203

FEIN: 20-0253005

Thank You

Board Reference Material

SUBJECT TITLE: Agreement: Teter, LLP for the Los Banos Elementary School Communications Systems Project

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement with Teter, LLP for the Los Banos Elementary School Communications Systems Project, Intercom and Fire Alarm notifications.

BACKGROUND INFORMATION:

The Project includes design and construction administration services for the replacement of the Communications Systems at Los Banos Elementary School. The current all-in-one system is extremely out dated and needs replacing.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This activity directly supports Board Goal #3.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

\$63,513 from Reserve for Capital Outlay Fund 40.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services

Date: May 10, 2018



TETER, LLP

ARCHITECTS ENGINEERS CONNECTED

Project No. : A 18-10865 A

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into on the 1st day of May, 2018 by and between LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter called Client) and **TETER, LLP**, 7535 N. Palm Avenue, Suite 201, Fresno, California 93711 (Structural Engineering License #2577; Architectural License #C23801; Electrical Engineering License #E17773; Mechanical Engineering License #M32797) (hereinafter called Consultant) for the purpose of providing Client with Consultant's Professional Services. The Client and Consultant's rights, duties, and obligations will be performed in accordance with the terms and conditions of the State of California Business and Professions Code.

I Project

Project Name: Los Banos Elementary School Fire Alarm Replacement
Project Location: Los Banos, CA

II Scope of Services The Consultant's services will consist of the following:

Provide services as described in the attached Proposal Exhibit A provided by TETER, LLP dated May 1, 2018.

The Consultant's services will be performed in accordance with generally accepted professional practices and standards for the locality in which the services are provided and for the intended use of the project at the time such services are performed. The Consultant makes no other warranty either expressed or implied. If mutually agreed to in writing by the Client and the Consultant, additional services will be provided by the Consultant. These additional services are not included as part of the original Agreement and will be paid for by the Client in addition to payment for prior contractual services based on the Hourly Rate Schedule or an agreed upon lump sum.

III Consultant's Compensation The Client agrees to compensate the Consultant as follows:

Compensation shall be as described in the attached Proposal Exhibit A provided by TETER, LLP dated May 1, 2018.

Consultant's services will be billed monthly with payment due within 30 days of invoice date. A late charge of 1.5% of the unpaid balance may be added to all balances over 60 days past due. Miscellaneous reimbursable charges such as blueprinting, other printing, photos, mileage, etc. are not included in quotes and are an added expense. In the event the Client asks that work be stopped for any period of time exceeding 30 days, Client agrees to pay Consultant for all services rendered and costs incurred up to date of work stoppage. Client agrees that in any action or proceeding to collect any past due amounts owed to Consultant, the prevailing party shall be entitled to reimbursement for its costs and reasonable attorney's fees.

IV Limitation of Liability Client agrees to limit the liability of the Consultant, their subconsultants and all of their employees, agents and officers (hereinafter the Consultant) to the Client and to all construction Contractors and Subcontractors on the project arising from the Consultant's performance or non-performance of this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of said Contractors and Subcontractors a similar limitation of the liability of the Consultant and of the Client, to said Contractors and Subcontractors due to the Consultant's performance or non-performance of this agreement. Neither Consultant nor Client shall be liable to the other for consequential or indirect damages of any kind.

V Indemnification The Client will, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, their officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties, including the Client and Client's Contractors and Subcontractors, of the services under this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of the Consultant.

VI Termination of Agreement This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. The Client will within 30 calendar days of invoicing following termination pay the Consultant for all services rendered and all costs incurred up to date of termination, in accordance with the compensation provisions of this Agreement.

VII Limited Liability Partnership The firm is a limited liability partnership (LLP), registered with the California Secretary of State. The partners and other professionals of an LLP are responsible for their own professional conduct but not for the misconduct of others. The assets of an LLP, including amounts payable to clients under any policies of insurance covering errors and omissions of professionals of the firm, are available to satisfy claims against the LLP.

The Client and Consultant have accepted, made and executed this Agreement upon the terms, conditions and provisions stated above.

TETER, LLP (Consultant)

Signature: 
Name: Robert Thornton
Title: Senior Partner | Architect
Date: 05/01/2018

**LOS BANOS UNIFIED SCHOOL
DISTRICT** (Client)

Signature: _____
Name: _____
Title: _____
Date: _____



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EXHIBIT A

May 1, 2018

Don Laursen
Administrative Services
Los Banos Unified School District
1717 S. 11th Street
Los Banos, CA 93635

Subject: Scope of Work and Fee Proposal for
Los Banos Elementary School Fire Alarm Replacement
Project No.: 18-10865

Don;

TETER is pleased to assist Los Banos School District with their Los Banos Elementary School Communication/Fire Alarm Replacement project. This proposal describes our understanding of the existing systems, recommendation for new systems, estimated opinion of probable costs, fee proposal and project schedule. We appreciate the opportunity to assist the District and are willing to discuss any questions you might have.

Project Evaluation

The existing communication/fire alarm systems is very outdated and no longer meets the current code requirements. Due to age, parts are not available to rebuild or upgrade the existing system. TETER recommends a new Campus Wide Communication/Voice Evacuation Fire Alarm System designed to meet the current codes and regulations.

Estimate of Probable Costs

Based upon the information outlined above, the construction and total project costs are estimated as follows:

Construction Cost Estimate: \$523,843

Project Budget Estimate: \$654,804

Based on listed information below, TETER has provided a lower and upper bounds estimate for the probable construction cost and project budget. TETER will base our fee on the lower bounds estimate indicated below.

Cost of construction for new school fire alarm is \$9 to \$10 per SF based on the contractor pool
Recommend a 10% design contingency typical project uncertainties
Recommend a 10% construction escalation factor



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			Lower Bounds		Upper Bounds
Construction Cost	53,590 SF	\$9/SF	\$482,310	\$10/SF	\$535,900
Design Contingency		5%	\$24,115	10%	\$53,600
Construction Escalation		10%	\$48,231	10%	\$53,600
Total Construction Cost			\$554,656		\$643,100
Soft Costs		25%	\$138,664	25%	\$160,775
Total Project Costs			\$693,320		\$803,875

Scope of Services

TETER and indicated consultants will provide the following design/professional services. This will include the following Architectural and Engineering services:

1. Construction Documents:

- Architecture
 - Site investigation related to fire alarm system and required infrastructure.
 - Design accessibility improvements to the site limited items required by DSA for fire alarm replacement.
 - Provide schematic level cost estimates.
- Electrical
 - Provide new code compliant design for campus fire alarm.

2. DSA Approval:

- DSA submission and approval via full submission process.

3. Bidding:

- Provide support during bidding, including RFI response, addendum, and DSA process.
- District to provide standard construction contract information and front end documents.



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Mr. Don Laursen
Los Banos Elementary School Fire Alarm
5/1/18
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4. Construction Administration:

- Provide construction administration services for the work, including progress meetings, submittal review, RFI response, and site visit.

5. DSA Close Out:

- Close out is limited to this scope of work only, and excludes any existing non-closed DSA applications.

Proposed Schedule

<u>Phase</u>	<u>Duration</u>
• Construction Documents	3 months
• DSA Approval	2 months
• Bidding	1 month
• Construction Administration	2 months
• DSA Close out	2 weeks

Proposed Fees

Proposed fee will be based on 11% of final construction cost, which is approximately 1% less than the standard OPSC fee schedule. The fee will be updated to reflect the final construction costs. The fee will be billed on a percent complete basis according to the schedule.

Current Fee Based on \$554,656 x 11% = \$61,013

<u>Phase</u>	<u>Portion of Fee</u>
• Construction Documents 65%	\$39,658
• DSA Approval (OTC) 5%	\$3,051
• Bidding 5%	\$3,051
• Construction Administration 25%	\$15,253

Reimbursable Expenses: In addition to this fee, and are not expected to exceed \$2,500.

Reimbursable – The following items are considered to be reimbursable expenses to the contract:

- Reproductions, plans, reports, and documents required outside of Architect's normal working sets and in-house progress sets shall be a reimbursable expense to be billed to the Owner at the Architect's actual costs plus 15% to cover handling/accounting expenses.
- Expenses for mailing such as postage, UPS, FedEx, courier services, etc. shall be a reimbursable expense to be billed to the Owner at the Architect's actual cost plus 15% to cover handling/ accounting expenses.
- Mileage associated with client approved travel will be billed at \$0.57 per mile plus 15% to cover handling/ accounting expenses (i.e. – DSA, plan agency review, etc.).



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Mr. Don Laursen
Los Banos Elementary School Fire Alarm
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Exclusions

1. Electrical service upgrades and distribution upgrades are excluded. It is assumed that sufficient power is available for new system.
2. Detailed Cost Estimates.
3. DSA close out of previous projects.
4. Unforeseen scope of work.
5. Costs for city/ county UGM fees, capital improvement fees, school fees, plan check fees, permit fees, developer fees, and any other city/ county or agency fees associated with the project.
6. Costs for Environmental Site Assessments, CEQA, DTSC, etc.
7. Costs for Archeological Surveys, Endangered Species studies or reports
8. California Geological Survey (CGS) Reports and filing fees
9. District changes after approval of schematic design may require additional charges.
10. Topographic and Geotechnical services.
11. Construction staking survey.
12. Input of the Contractors' as-built information into the electronic CAD files of the construction documents
13. Fire sprinkler design including fire line extension would be an additional fee if required by DSA
14. Any other fee or service not specifically described in this proposal

If you would like to discuss this matter further, or need additional clarification, please do not hesitate to contact me at (559) 437-0887.

Sincerely,
TETER, LLP

Robert Thornton
Architect/Partner

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve travel for Henry Miller Elementary School 6th Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from May 20th to 24th, 2019.

BACKGROUND INFORMATION:

The Jack L. Boyd Outdoor School is a residential outdoor science and environmental education program for 6th grade students from schools throughout Central California. This trip provides an opportunity for our students to experience first hand geology and life science in an outdoor classroom setting. The students will be immersed in nature and science for two full days in this outdoor environmental facility. They will be participating in standards based/outdoor curriculum and also supports the instruction of the California 6th grade content standards for science.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

Board Goal #11: Continue to collaborate with other agencies to provide extended educational opportunities for students, and effective community use of school facilities.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

The educational experience will be funded through school fundraising, parent contributions and funds earmarked by Los Banos Unified School District.

Jack L. Boyd Outdoor School: \$238 per student (100) = \$23,800

Travel: 2 district bus/driver and 2 vans (estimated) = \$1,700.00

Three Teacher Stipends = \$1,905 at \$127.00 a day

One Substitute Teacher = \$600 at \$120.00 a day

Total expense for outdoor camp: \$ 20,865

ORIGINATOR: Jason Waltman, Principal Henry Miller Elementary School

Date: May 10, 2019

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve travel for Lorena Falasco Elementary School 6th Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from October 15th to 19th 2018.

BACKGROUND INFORMATION:

The Jack L. Boyd Outdoor School is a residential outdoor science and environmental education program for 6th grade students from schools throughout Central California. This trip provides an opportunity for our students to experience first hand geology and life science in an outdoor classroom setting. The students will be immersed in nature and science for two full days in this outdoor environmental facility. They will be participating in standards based/outdoor curriculum and also supports the instruction of the California 6th grade content standards for science.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

Board Goal #11: Continue to collaborate with other agencies to provide extended educational opportunities for students, and effective community use of school facilities.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

The educational experience will be funded by school fundraising, parent contributions and funds earmarked by Los Banos Unified School District.

Jack L. Boyd Outdoor School: \$238 /student (min. of 75 students) = \$17,850.00

Travel: 2 district buses + drivers and 2 vans= \$ 1,700.00

3 Teacher stipends: @ \$127.00/day x 5 days = \$1,905.00

1 Substitutes for teachers: @ \$120/day x 5 days = \$600.00

Total estimated expense for outdoor camp: \$22,055.00

ORIGINATOR: Jane Brittell, Principal Lorena Falasco Elementary School

Date: May 10, 2018

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve travel for Mercey Springs Elementary School 6th Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from May 13th to 17th 2019.

BACKGROUND INFORMATION:

The Jack L. Boyd Outdoor School is a residential outdoor science and environmental education program for 6th grade students from schools throughout Central California. This trip provides an opportunity for our students to experience first hand geology and life science in an outdoor classroom setting. The students will be immersed in nature and science for two full days in this outdoor environmental facility. They will be participating in standards based/outdoor curriculum and also supports the instruction of the California 6th grade content standards for science.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

Board Goal #11: Continue to collaborate with other agencies to provide extended educational opportunities for students, and effective community use of school facilities.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

The educational experience will be funded through school fundraising, parent contributions and funds earmarked by Los Banos Unified School District.

Jack L. Boyd Outdoor School: \$238 per student (100) = \$23,800

Travel: 2 district bus/driver and 2 vans (estimated) = \$1,700.00

Three Teacher Stipends = \$1,905 at \$127.00 a day

One Substitute Teacher = \$600 at \$120.00 a day

Total expense for outdoor camp: \$ 20,865

ORIGINATOR: Eric Sowersby, Principal Mercey Springs Elementary School

Date: May 10, 2018

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve travel for Volta Elementary School 6th Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from October 1 – 5, 2018.

BACKGROUND INFORMATION:

The Jack L. Boyd Outdoor School is a residential outdoor science and environmental education program for 6th grade students from schools throughout Central California. This trip provides an opportunity for our students to experience geology and life science in an outdoor classroom setting. The students will be immersed in nature and science in this outdoor environmental facility. They will be participating in outdoor science instruction based on the Next Generation California Common Core Science content standards for 6th grade.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

Board Goal #11: Continue to collaborate with other agencies to provide extended educational opportunities for students, and effective community use of school facilities.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

All expenses for this activity will be raised by the 6th grade classes with the help of parents and the Volta Elementary Family Club and possibly funds from the Fit Quest grant through Sutter Health.

Jack L. Boyd Outdoor School: \$238/student (min. of 50 students) = \$11,900.00

Travel: 1 district bus + driver = \$662.00

Teacher stipend: 2 teachers @ \$127.00/day x 4 days = \$1,016

Total estimated expense for outdoor camp: \$13,600.00

Substitutes for teachers: 1 possible if students elect to stay behind (\$120/day x 5 days=\$600)

ORIGINATOR: Matthew Thomas, Principal, Volta Elementary School

DATE: April 10, 2018

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve travel for Westside Elementary School 6th Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from October 15th to 19th 2018.

BACKGROUND INFORMATION:

The Jack L. Boyd Outdoor School is a residential outdoor science and environmental education program for 6th grade students from schools throughout Central California. This trip provides an opportunity for our students to experience first hand geology and life science in an outdoor classroom setting. The students will be immersed in nature and science for two full days in this outdoor environmental facility. They will be participating in standards based/outdoor curriculum and also supports the instruction of the California 6th grade content standards for science.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

Board Goal #11: Continue to collaborate with other agencies to provide extended educational opportunities for students, and effective community use of school facilities.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

The educational experience will be funded through school fundraising, parent contributions and funds earmarked by Los Banos Unified School District.

Jack L. Boyd Outdoor School: \$238 per student (70) = \$16,660

Travel: 2 district bus/driver and 2 vans (estimated) = \$1,700.00

Three Teacher Stipends = \$1,905 at \$127.00 a day

One Substitute Teacher = \$600 at \$120.00 a day

Total expense for outdoor camp: \$ 20,865

ORIGINATOR: Joe McColloch, Principal Westside Elementary School

Date: May 10, 2018

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended that the Board approve overnight travel for the Los Banos High Girls' Basketball team to participate in the West Coast Jamboree Tournament.

BACKGROUND INFORMATION:

The Varsity Basketball team is requesting approval of the trip to the San Francisco area during the week of December 27-29, 2018.

Tentative Schedule:

Depart Los Banos High School on Thursday, December 27, 2018 at 9:00 a.m.
Arrive in Walnut Creek at approximately 11:00 a.m.
Registration and check-in at the Embassy Suites Walnut Creek
Play game 1 on Thursday, December 27, 2018
Play Game 2 on Friday, December 28, 2018
Play Game 3 on Saturday, December 29, 2018
Depart Walnut Creek on December 29, 2018
Arrive in Los Banos on Saturday, December 29, 2018 approximately 8:00 p.m.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

The only financial impact on the school is tournament entry fee and the use of the suburban. The Girls' Basketball Student Body account will be responsible for all other cost associated with this trip, including travel if needed.

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School
Date: June 14, 2018

Board Reference Material

SUBJECT TITLE: **Pacheco High School MESA Competition Overnight Stay**

REQUESTED ACTION: None, report only.

Action_____

Discussion/Information___X___

RECOMMENDATION:

Pacheco High School MESA students placed first in the National Engineering Design Competition at the MESA Day Regional Competition on April 21, 2018 and have qualified for the State Competition that will be held on May 12, 2018 at UC Irvine. We are seeking approval for an overnight stay departing on May 11, 2018 to drive to UC Irvine in order to compete the following morning. If the team wins the competition at UC Irvine they will represent the State of California at the National Competition to be held in Philadelphia. This competition will tentatively be held June 19, 2018 – June 23, 2018. If they qualify for this event we are seeking approval for overnight stay in Philadelphia beginning June 17, 2018, before the actual competition start beginning Tuesday, June 19th, in order to adjust to the time change from Pacific time to Eastern time.

BACKGROUND INFORMATION:

Each year MESA students from Pacheco High School MESA compete in the MESA Day Regional Competition. This year one of our teams in the National Engineering Design Competition (NEDC) placed first, for the second year in a row, and will be competing in the Statewide NEDC Competition that will be held at UC Irvine. These students will leave on Friday May 11, 2018 and stay in Irvine overnight for the early competition start on Saturday May 12, 2018.

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.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None .

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

Use of a District vehicle for transportation to and from the event. Hotel and some meals will be covered by CSU Fresno and UC Irvine with the other meals will be purchased by the students.

ORIGINATOR: Dan Sutton, Principal, Pacheco High School.

Date: May 10, 2018

Board Reference Material

SUBJECT TITLE: **Out of State Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve Pacheco High School Social Science Teacher, Jeff De La Cruz, traveling to Las Vegas, Nevada, for a Differentiated Instruction conference from July 11-12, 2018.

BACKGROUND INFORMATION:

The Differentiated Instruction conference will help Jeff De La Cruz gain strategies to build a student centered learning environment that supports our diverse population including the underserved. He will be able to bring back practical tools to improve the differentiated instruction lesson plans with anchor activities and tier strategies to overcome obstacles and challenges. Jeff will be able to present these strategies to his colleagues in the Pacheco High School Social Science department and to teachers he guides and mentors as an LBTA Site Rep.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This activity supports the following Board goals.

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

N/A

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

Los Banos Teachers Association (LBTA) conference funds will be used to pay all costs of the trip, including transportation, lodging, and meals.

ORIGINATOR: Daniel Sutton, Principal – Pacheco High School

Date: May 10, 2018

Board Reference Material

SUBJECT TITLE: EDTA's National Conference

REQUESTED ACTION:

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve overnight, out-of-state travel for Los Banos High School Drama/Theatre Instructor Shelly Weathers to attend the conference in Denver, Colorado on September 13-16, 2018.

BACKGROUND INFORMATION:

The 2018 EDTA's National Conference is a Professional Development Activity necessary for proper and efficient teaching by the instructor in her Drama/Theatre classes at Los Banos High School. The conference provides a wide variety of workshops, professional development courses, and speakers on the subject of drama/theatre education.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

- 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.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None are identified.

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

There is no financial impact to the District; the trip is sponsored by the Los Banos Teachers' Association.

ORIGINATOR: Veli Gorgen, Principal, Los Banos High School

Date: May 10, 2018