

**POSTED: 10-06-17**

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

**REVISED**

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

**Thursday, October 12, 2017  
6:15 PM – Closed Session  
7:00 P.M. – Regular Meeting**

**AGENDA**

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

**I. OPENING BUSINESS**

**A. Call Public Session to Order**

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

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

**C. Closed Session (6:15 P.M.)**

1. Student Discipline, Cases: #5501207, #8178349228 and #9672789330 (Action)
2. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (Action)
3. Litigation Settlement, Section 54956.9(a) of the California Government Code, Case #1:15-CV-00423 (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]

**Recognition/Introductions:**

1. New Administrators for 2017-18 school year will be introduced.
2. Los Banos High School Student Representative, Kyle Jackson will be introduced.

VI. **REPORTS**

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

VII. **NEW BUSINESS**

- A. Bond Measure and Survey Firm Agreement (Page 6)

**5 Min.**

It is recommended the Board approve the recommendation of the Facilities Committee to hire True North Research, Inc., to conduct a baseline bond feasibility research survey.

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

**Proposed Action:** Approve

- B. 2017 CAASPP Scores (Page 12) **5 Min.**

Staff will share the preliminary unofficial results from the Spring 2017 administration of the Smarter Balanced Assessment Consortium (SBAC) through the California Assessment of Student Performance and Progress (CAASPP) System.

- C. Authorized Signatures (Page 13) **5 Min.**

It is recommended the Board adopt Resolution # 25-17 approving the authorized District Representatives with the Office of Public School Construction (OPSC).

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

**Proposed Action:** Adopt Resolution

### VIII. CONSENT CALENDAR

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

- A. Approval of Minutes  
Special Meeting, September 9, 2017 (Page 15)  
Regular Meeting, September 14, 2017 (Page 16)
- B. Personnel Actions  
1. Report of Certificated Staffing Actions (Page 22)  
2. Report of Classified Staffing Actions (Page 23)  
3. Certificated Advancement on Salary Schedule (Page 24)
- C. Monthly Fiscal Report (Page 26)
- D. Annual Report-Community Facilities District #2 (Page 35)
- E. Annual Report-Developer Fee Collection (Page 77)
- F. Merced County School Boards Association Dues (Page 83)

It is recommended the Board approve payment to the Merced County School Board Association for the 2017-18 dues.

G. Williams Complaint Summary (Page 85)

It is recommended the Board approve the third quarter Williams Complaint Summary as submitted.

H. Revised Employees Salary Schedule (Page 87)

It is recommended the Board approve the revised Director/Supervisor salary schedules to include the following:

- Add the Assistant Superintendent Administrative Services to the salary schedule
- Add additional range(s) to the salary schedule to accommodate the salary of the position

I. Mandated Policy Changes/Updates (Second Reading) (Page 90)

It is recommended the Board adopt the following mandated policy updates:

AR 3516.3 Earthquake Emergency Procedure System-New  
BP 3515.7 Firearms on School Grounds-New  
BP/AR 0450 Comprehensive Safety Plan  
BP/AR 0460 Local Control and Accountability Plan-New  
BP/AR 5144.1 Suspension and Expulsion/Due Process  
BP/AR 5145.3 Nondiscrimination/Harassment  
BP/AR 5145.7 Sexual Harassment

J. Donation (Page 170)

It is recommended the Board approve the donation of \$500 from Dennis and Kirsten Areias to Creekside Junior High School Ambassador Club.

K. Annual Student Organization Review/Approval (Page 172)

It is recommended the Board approve the updated list of student organizations/clubs for 2017-18 at Los Banos High School, Pacheco High School, Los Banos Junior High School and Creekside Junior High School.

L. Agreements/Contracts

1. Agreement MCOE, Business Services/Information Technology Contract (Page 177)
2. Agreement, Lane Engineers, Inc., Professional Services Topographic Survey (Page 184)

M. Overnight/Out-of-State Travel

1. LBHS Administrator, AP Coordinator Conference, Phoenix, AZ Nov. 4, 2017 (Page 196)
2. LBJH CADA Conference, Reno NV Feb. 28- March 3, 2018 (Page 197)
3. LBJH MESA College Road Trip, Nov. 20-22, 2017 (Page 198)

N. Disposal of Obsolete Equipment (Page 199)

It is recommended the Board approve the removal and disposal of obsolete equipment at LBJH, LBHS and FOT.

O. Approval/Ratification of Warrants

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

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

IX. REPORTING CLOSED SESSION ACTION

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

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

XI. CLOSED SESSION (If necessary)

XII. REPORTING CLOSED SESSION ACTION (If necessary)

The Board will report action taken in closed session.

XIII. ADJOURNMENT

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

## Board Reference Material

**SUBJECT TITLE:** Agreement, True North Research, Inc.

**REQUESTED ACTION:** Action

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board approve an agreement with True North Research, Inc., to conduct a baseline bond feasibility research survey.

**BACKGROUND INFORMATION:**

Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research. The objective of the survey is to produce an unbiased, statistically reliable evaluation of voters' interest in supporting a local bond measure, as well as identify how best to align the measure with community priorities and structure it for success. The scope of service for the District includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results.

**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):**

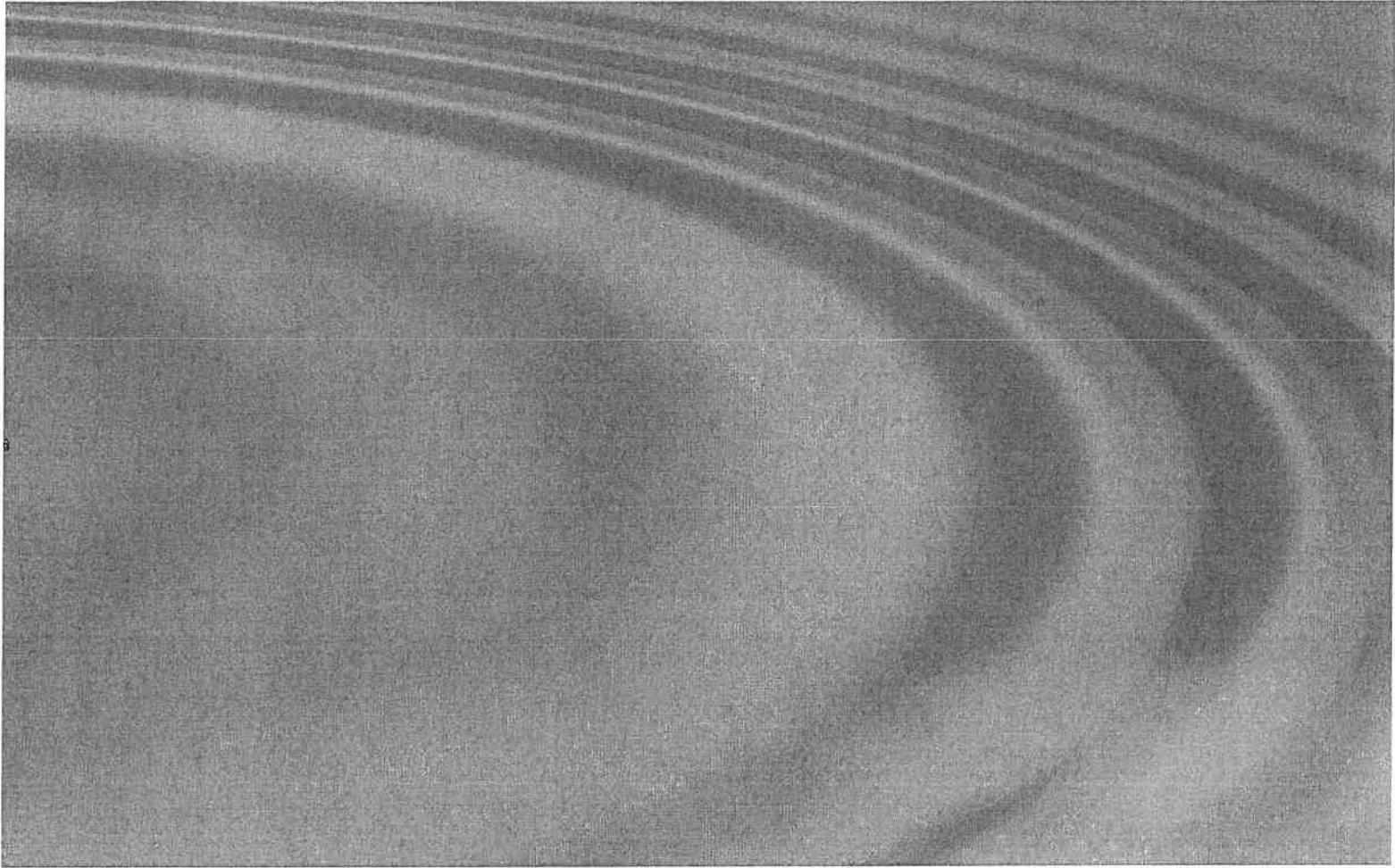
For the consulting services, the District agrees to pay \$24,675.

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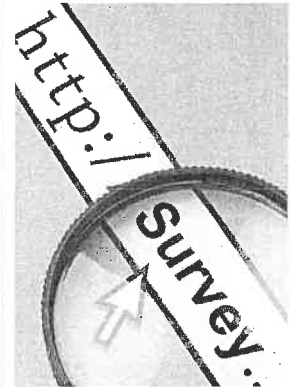
ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Date: October 12, 2017



**BOND MEASURE FEASIBILITY SURVEY**  
WORK SCOPE & AGREEMENT

PREPARED FOR THE  
**LOS BANOS UNIFIED SCHOOL DISTRICT**



OCTOBER 3, 2017



1592 N. COAST HIGHWAY 101  
ENCINITAS CA 92024  
760.632.9900 WWW.TN-RESEARCH.COM

## WORK SCOPE & AGREEMENT

True North Research, Inc. (True North) is pleased to be the Los Banos Unified School District's (District) research partner for the forthcoming baseline bond feasibility survey. The RFP was quite helpful to our understanding of the District's objectives and needs with respect to the proposed research, and we have crafted this summary description of the proposed work scope and associated costs accordingly. However, if we missed an important detail—or if other issues have arisen that should be factored into the study—please feel free to contact us (760.632.9900) and we'll be happy to revise this estimate.

**SCOPE OF WORK** Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research. The overriding objective of the survey is thus to produce an *unbiased, statistically reliable* evaluation of voters' interest in supporting a local bond measure, as well as identify how best to align the measure with community priorities and structure it for success.

The scope of services that we propose to perform for the District includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. Briefly, the scope of services includes:

- Meet with the District to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Develop a stratified and clustered sample of voters who—based on their voting history and registration status—are likely to participate in the elections of interest on the natural or through targeted outreach efforts.
- Develop a draft questionnaire for the District's review and make revisions as needed until all parties approve of the instrument.
- Pre-test the survey instrument to ensure its integrity.
- Professionally translate the questionnaire and invitations into Spanish to allow for data collection in English or Spanish according to a respondent's preference.
- CATI (Computer Assisted Telephone Interviewing) program the finalized survey instrument to ensure accurate and reliable data collection using live telephone interviewers.
- Web program the same survey instrument to allow for email-based recruiting and secure, password-protected online data collection to compliment the telephone recruitment and data collection.
- Collect at least 250 quality interviews according to the sampling plan and a strict interviewing protocol. Interviewers will be professional, high quality interviewers. It is expected that the average interview will last up to 17 minutes.
- Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.
- Prepare an initial topline report which presents the overall findings of the survey.
- Prepare a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of crosstabulations showing how the answers varied by subgroups of voters. The report will include extensive full-color



graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.

- Prepare an electronic copy of the final report to allow the District to reproduce the report as needed.
- Prepare a PowerPoint presentation of the results and present the results to the District.
- Be available to assist and provide advice to the District after the survey is complete.

**COSTS** True North's fixed-fee cost estimate to design and conduct the survey as described in this proposal is \$24,675. This cost is inclusive—there will be no additional charges associated with the study.

**PROJECT MANAGER BIO** Timothy McLarney, Ph.D., will serve as the Project Manager for this study. As President of True North, he is responsible for the design, management and analysis of True North's qualitative and quantitative research projects, including those that address community needs assessments, revenue measures, public policy, and strategic planning issues.

Dr. McLarney is a published author and a recognized expert in survey research methodology, sampling theory, weighting, and the use of statistical methods to generalize survey results. His research has been recognized at numerous national and state conferences, has been published in academic journals, and has earned him honors including the title of Visiting Scholar at the Institute of Governmental Studies at UC Berkeley. He has also served as an independent expert witness in survey research methodology for California legal cases. Dr. McLarney has assisted public agencies with revenue measure research that has led to over \$29 billion in voter-approved measures, including more than \$5 billion in successful school bonds during the most recent election year (2016).

Prior to co-founding True North Research, Dr. McLarney was the Director of Research at another west-coast survey firm and a consultant for Quest. Dr. McLarney holds an M.A. and Ph.D. in Government from Cornell University with an emphasis in survey research methods, voting behavior and sampling, as well as a Bachelor's degree in Politics from the University of California, Santa Cruz.

# LETTER OF AGREEMENT

This proposal and the standard business terms (see below) will serve as a letter of agreement between True North Research and the Los Banos Unified School District for the services described previously. In fulfillment of this agreement, True North will perform the services described in the *Scope of Work* on page 1. True North will invoice the full amount of the contract upon delivery of the report, with full payment due within 30 days of receiving the invoice.

Sincerely,

Agreed to and accepted by:



Timothy McLarney, Ph.D.  
President  
True North Research  
1592 N. Coast Highway 101  
Encinitas CA 92024

Dr. Mark Marshall  
Superintendent  
Los Banos Unified School District  
1717 S. 11th Street  
Los Banos CA 93635

**BUSINESS TERMS** Contracts and agreements between True North Research and its clients include the following general terms and conditions unless otherwise specified in a contract or agreement.

*Flat Fees* Unless otherwise specified, True North Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charges.

*Notices* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be documented in writing.

*Confidentiality* True North Research acknowledges that during the engagement it will have access to and possibly become acquainted with trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Client in connection with the operation of its business including, business and product processes, methods, customer lists, accounts, and procedures. True North Research agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the client, or without written consent from the client.

*Acting as Agent* In compliance with California sales tax regulation, True North Research is designated as an Agent for the acquisition of tangible personal property and services as they apply to its clients' marketing activities.

<i>Merger</i>	The merger or consolidation of the client into or with any other entity shall not terminate or otherwise modify this Agreement.
<i>Ownership of Materials</i>	In producing finished products, it is expressly understood that ownership of all materials purchased by True North Research to complete the materials to be produced passes to its clients at the time of purchase and prior to any use by True North Research.
<i>Independent Contractor</i>	This Agreement shall not render True North Research an employee, partner, agent of, or joint venturer for the client for federal, state or local tax purposes, or for any other purpose.
<i>Amendment Provision</i>	This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of California, and may be amended only in writing signed by both parties.
<i>Successors</i>	Any agreement between the agency and a client shall be binding upon, the heirs, successors and assignors of the parties.
<i>Termination</i>	The contract may be terminated by mutual consent of both parties, or by 10 days notice by either party. If the agreement is terminated, True North Research will bill the client for all work completed to date (including subcontractors' work).
<i>Attorneys' Fees</i>	Should any action be brought by one party against the other party to enforce any agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses.
<i>Governing Law</i>	Any agreement between True North and a client shall be governed by California law and any action arising out of it shall be instituted and prosecuted in the Municipal or Superior Court of the County of San Diego.

**Board Reference Material**

**SUBJECT TITLE:**     **2017 CAASPP Scores**

**REQUESTED ACTION:** Report Only

Action\_\_\_\_\_

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

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**RECOMMENDATION:**

No action required; report only

**BACKGROUND INFORMATION:**

Staff will share the preliminary unofficial results from the Spring 2017 administration of the Smarter Balanced Assessment Consortium (SBAC) through the California Assessment of Student Performance and Progress (CAASPP) System.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

N/A

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ORIGINATOR: Mark Marshall, Ed.D., Superintendent  
Date: October 12, 2017

**Board Reference Material**

**SUBJECT TITLE:** Authorized Signatures

**REQUESTED ACTION:** Approve

Action   X                        Discussion/Information                   

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**RECOMMENDATION:**

It is recommended the Board adopt Resolution #25-17 approving Dr. Mark Marshall, Ed.D., Superintendent and Mr. Don Laursen, Assistant Superintendent Administrative Services as authorized signatures for School Facility Program related documents.

**BACKGROUND INFORMATION:**

This action is necessary to update those authorized to sign to all documents and papers associated with the applications for funding with the Office of Public School Construction (OPSC).

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

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

None.

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ORIGINATOR: Dr. Mark Marshall, Ed.D., Superintendent  
Date: October 12, 2017

**Los Banos Unified School District  
1717 S. Eleventh Street  
Los Banos, California 93635**

**RESOLUTION # 25-17**

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

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

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

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

Charleston Elementary	Creekside Junior High
Henry Miller Elementary	Los Banos Junior High
Lorena Falasco Elementary	Los Banos High
Los Banos Elementary	Pacheco High
Mercey Springs Elementary	San Luis High
R.M. Miano Elementary	Crossroads Alternative
Volta Elementary	New Elementary School
Westside Union Elementary	

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

1. Dr. Mark Marshall Ed.D., Superintendent
2. Mr. Don Laursen, Assistant Superintendent Administrative Services

Enacted this 12<sup>th</sup> day of October 2017, by the Los Banos Unified School District Board of Education.

Ayes \_\_\_\_\_  
Noes \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstain \_\_\_\_\_

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

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

LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF EDUCATION  
September 9, 2017

District Office  
Board Room

Mr. Parreira called the meeting to order at 9:03 A.M.

Call to Order

PRESENT: Mr. Areias, Ms. Benton, Ms. Goin-Soares, Mr. Martinez, Mr. Munoz,  
Mr. Parreira, Ms. Smith

Roll Call

The audience was led in the Pledge of Allegiance by Mr. Anthony Parreira

Pledge of  
Allegiance

On motion by Member Goin-Soares, seconded by Member Areias, Trustees  
approved the agenda as submitted. Ayes: Areias, Benton, Goin-Soares, Martinez,  
Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Approval of  
Agenda

No one came forward to speak.

Public Forum

Trustees and Dr. Marshall held a Brown Act Training facilitated by Megan Macy  
with Lozano Smith.

Governance Team  
Workshop

The meeting was adjourned by Mr. Parreira at 12:58 P.M.

Adjournment

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SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT  
 MINUTES OF THE REGULAR MEETING  
 OF THE BOARD OF EDUCATION  
 September 14, 2017

City Hall  
 Council Chambers

Mr. Parreira called the meeting to order at 6:30 P.M.	Call to Order
PRESENT: Mr. Areias, Ms. Benton, Ms. Goin-Soares, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith	Roll Call
A closed session was held at 6:30 P.M. for Public Employee: Litigation Settlement, Section 54956.9(a) of the California Government Code Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957)	Closed Session
The audience was led in the Pledge of Allegiance by Cafeteria Supervisor, Ms. Beth Johnson, followed by a moment of silence in memory of Pacheco High School student, Isabelle Marez and the Victims of 9-11.	Pledge of Allegiance
On a motion by Member Benton, seconded by Member Martinez, Trustees approved the agenda as submitted with corrections to Page 2, Reports: A. Student Representative Report and Consent Calendar Item "C", Financial Summary Report. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	Approval of Agenda
No one came forward.	Public Forum
Creekside Junior High School Student Ambassadors presented an appreciation plaque to the Areias Family for the support they have shown Creekside Junior High School. Eric Limon with Republic Services came forward and presented a check for \$500 to PHS FFA on behalf of the winning recycling efforts of local commercial business, Rally's Hamburgers. Mr. Parreira introduced PHS Student Representative to the Board, Marielle Gimeno.	Recognition / Introductions
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 presented Assistant Superintendent, Administrative Services Dean Bubar and Cafeteria Supervisor Beth Johnson with retirement plaques acknowledging their years of service, commitment and dedication to Los Banos Unified School District. He reported that the state test results are not available at this time, due to a delay at the State level.	Superintendent's Report
Mr. Tom Worthy, Director of Facilities, Maintenance and Transportation, came forward and provided an update on facility projects.	Facilities Report



Ms. Benton said that she attended back to school night events, dinner/meeting with LBHS FFA, Josh Drean Parents Presentation and the SLHS Luncheon. She said she was very impressed with the Josh Drean presentation, thanked Paula Mastrangelo for organizing the event and commented that she would like to see the presentation at the high school level. She reported that CalTrans has recommended a traffic signal be installed at the Hwy. 152 and 11<sup>th</sup> Street crossing, but unfortunately it could take four years to install. She said in the meantime they would place a LED Crosswalk at the crossing, with a 2018 projected installation. She stressed that it should be installed sooner for the safety of the students. She congratulated Beth and Dean, stating that both will truly be missed. Mr. Munoz thanked LBHS FFA for inviting him to the FFA Meeting and thanked Mr. Meas for the SLHS Back to School Luncheon. He said it was nice to hear positive feedback from the parents and students that attend SLHS. He reported that the Merced County Office of Education Parent Leadership Training Program recently completed week 12 and are halfway through the program. He said the program started with 7 parents from the community participating and are down to four participants. He announced that Amanda Ruiz, Adriana Cervantes, Martha Cordero and Maria Sanchez will graduate from the program in November. He said he is looking forward to bringing this program to LBUSD. Mr. Areias thanked both Ms. Johnson and Mr. Bubar for their years of service to the District. He said he recently attended that LBHS AG Booster meeting and the luncheon at SLHS. He said that he is very concerned about how the District is going to fund the cost of a new elementary school and the numerous facility needs within the District. He said the District should evaluate the cost effectiveness of the summer school program and asked for feedback from the community, students, parents and administrators. He suggested that the money saved by eliminating summer school could go towards future facility needs. He said the State owes the District approximately 16 million dollars and it is uncertain when the District will receive this money. He encouraged everyone to contact government officials and voice their concern. He said enrollment continues to increase and a plan needs to be in place to house students in the upcoming year. He said District facilities committee and District/City 2 X 3 committee will continue to meet to discuss these issues. He thanked Creekside Junior High for the award and said that he hopes everyone is having a great start to the new year and thanked all employees for all their hard work. Mr. Martinez thanked everyone in attendance and congratulated Ms. Johnson and Mr. Bubar on their retirement and dedicated service. He attended the Josh Drean Assembly and would like all schools in the District to see the program and benefit from the message. He said that every 5 days a youth under 13 years old commits suicide. He encouraged everyone to reach out and help to get these young children the help that they need. Ms. Goin-Soares thanked Ms. Johnson and Mr. Bubar for their years of service, saying both will be missed. She thanked Mr. Ruiz, CE Principal and Ms. Leonard, LBE Principal for helping to direct traffic at both schools during morning and afternoon drop-off and pickup times. She said her children loved the Josh Drean Assembly. She said she loves the idea of earning a parking spot at PHS, and encouraged LBHS to do the same. She said it is Suicide Awareness Month, she has lost friends to suicide and this is an issue very dear to her heart. She taught classes in cyber-bullying, internet safety and suicide. She has been involved in suicide prevention programs and encouraged sites to call to call her regarding site presentations. She thanked the PHS students for attending the meeting. Ms. Smith congratulated Ms. Johnson and Mr. Bubar. She said she attended the Josh Drean Assembly and encouraged parents to visit his website. She feels that having separate parent assembly's nights in English and one in Spanish is a great idea. She said it was great to see the PHS students in attendance

at the meeting and thanked them for coming. Mr. Parreira said that he appreciates the invitations that the sites send and encouraged all sites to continue inviting Board members to their events. He said that the new stop light at Hwy. 152 and 11<sup>th</sup> Street needs quick attention and the proposed timeframe is too long. He said after receiving numerous texts, he felt the need to clarify that when Board Members are looking down during the meeting, it is not due to a lack of interest in what is being presented, it is because they are looking at the power-point on the monitors in front to them. He said the PHS student rally filmed by Channel 30 last Friday morning showed great spirit and congratulated students and staff. He offered his condolences from the Board and the Community to the family of Isabella Marez. He congratulated Ms. Johnson and Mr. Bubar, wishing them an enjoyable retirement. He reminded everyone to attend the Meet and Greet for Dr. Marshall on Wednesday, September 20th from 4:00-6:00 pm. Ms. Smith thanked Dr. Marshall for his continuing informative emails and keeping Board Members informed current District activities.

- On motion by Member Munoz, seconded by Member Martinez, Trustees adopted the 2016-17 Unaudited Actuals Finacial Report as presented. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Unaudited Actuals
- On motion of Member Martinez, seconded by Member Munoz, Trustees nominated Ms. Marlene Smith for Director-at-large for the California School Boards Association. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

CSBA Nomination
- On motion by Member Areias, seconded by Member Goin-Soares, Trustees approved Provisional Internship Permits for the following teacher: Jordan, Scott – Mathematics Teacher – Creekside Junior High School. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

PIPS
- Mr. Parreira opened a public hearing on the sufficiency of instructional materials at 8:09 P.M., no one came forward and the hearing was closed at 8:09 P.M. On motion by Member Areias, seconded by Member Benton, Trustees adopted Resolution #22-17 stating the District has provided each pupil with sufficient textbooks and instructional materials for the 2017-18 school year. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Sufficiency of Instructional Materials
- On motion by Member Martinez, seconded by Member Munoz, Trustees approved the proposal from Mangini Architects to update the “B” Street Elementary School plans and resubmit to DSA for approval. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Update Elementary School Plans
- On a motion by Member Benton, seconded by Member Munoz, Trustees declared its intent to adopt the following mandated policies: AR 3516.3 Earthquake Emergency Procedure System-New, BP 3515.7 Firearms on School Grounds-New, BP/AR 0450 Comprehensive Safety Plan, BP/AR 0460 Local Control and Accountability Plan-New, BP/AR 5144.1 Suspension and Expulsion/Due Process, BP/AR 5145.3 Nondiscrimination/Harassment, BP/AR 5145.7 Sexual Harassment. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Mandated Policy (First Reading)

On motion by Member Areias, seconded by Member Martinez, Trustees approved the Consent Calendar as submitted. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried. CONSENT CALENDAR

Trustees approved minutes of the: Regular Meeting held on August 10, 2017. Minutes

Certificated Report: Reappointment: Mendoza, Rafael – Math Teacher, Creekside Junior High-effective 8/28/2017, Thompson, Brandi – Assistant Principal, Los Banos Junior High – effective 9/1/2017; Resigned: Fogel, Danielle – Assistant Principal, Los Banos Junior High – effective 9/1/2017; Extra Duty Appointments: Danielle Cavazos-Band Director-LBHS, Dustin Caropreso-Head Varsity Football Coach-LBHS, Brandi Tate-Head Spirit Team Advisor-LBHS, Lori Moore-Head Spirit Team Advisor-PHS, Charlie Pikas-Athletic Director-PHS, Activities Director-PHS, David Snapp-Head Varsity Football Coach-PHS, Marc Heguy-Head Soccer Coach (Girls)-PHS, Kevin Coleman-Head Varsity Basketball Coach (Boys)-LBHS, Laura Barger-Head Varsity Track Coach-PHS, Golf Coach (Girls)-PHS Daniel Maldonado-Head Varsity Volleyball Coach(Girls)-PHS, Shirley Brand-Asst. Band Director-LBHS, Kelly Todd-Athletic Director-CJHS, Issac Samaniego- Basketball Coach-Frosh (Boys)-LBHS, Volleyball Coach JV (Girls)-LBHS, Volleyball Coach JV (Boys)-LBHS, Gregg Alvarez- Freshman Football Coach-LBHS, Jeremy Siemiller-Head JV Football Coach-LBHS, Manuel Zorra-Asst. JV Football Coach-LBHS, John Painter- Asst. JV Football Coach-LBHS, Mike Lemos- Asst. JV Football Coach-LBHS, Laurence Mitchell- Asst. Varsity Football Coach-LBHS, Marc Cicairos- Asst. Varsity Football Coach-LBHS, Damien Kennedy- Asst. Varsity Football Coach-LBHS, Anthony Santos- Asst. Varsity Football Coach-LBHS, Jon Betschart- Asst. Varsity Football Coach-LBHS, Laurence Mitchell-Basketball Coach JV (Boys)-PHS, Demond Thomas- Basketball Coach Frosh(Girls)-PHS, Chuck Castaneda- Freshman Football Coach-PHS, Tyrell Jenkins-Head JV Football Coach-PHS, Carlos Rodriguez- Asst. Varsity Football Coach-PHS, John Wenig- Asst. Varsity Football Coach-PHS, Bernie Vera-JV Soccer Coach(Girls)-LBHS, Serryna Gonzalez-Volleyball Coach-Frosh(Girls)-LBHS, Lynn Barcellos-Tennis Coach(Boys)-LBHS, Tennis Coach(Girls)-LBHS, Darryl Barger- Water Polo(Boys)-LBHS, Halpin Bowman- Water Polo(Girls)-LBHS, Jesse Esquivel-Asst. Football Coach (Frosh)-LBHS, John Cook- Asst. - Football Coach (Frosh)-LBHS, Mike Tate- Asst. Football Coach (Frosh)-LBHS, Demond Thomas- Asst. Football Coach (Frosh)-PHS, Kiana Tartt- Spirit Team Advisor JV-PHS, Leila Melgar-Auxiliary Units Advisor-LBHS, Jeanne L Fournier-Auxiliary Units Advisor-LBHS, Winter Guard-LBJH, Letter Girl Advisor-LBJH, Flag Team Advisor-LBJH, Amanda Baker-Memory Book-LBJH, Jamie Davis- 7<sup>th</sup> Grade Volleyball-LBJH, Oyuki Sandoval- 7<sup>th</sup> Grade Volleyball-CJHS, Rachel Barcellos- 8<sup>th</sup> Grade Volleyball-LBJH, 8<sup>th</sup> Grade Asst. Basketball Coach (girls)-LBJH, Mikell Benton- 7<sup>th</sup> Grade Volleyball-CJHS, Doug Fuentes-7<sup>th</sup> Grade Soccer Coach-LBJH, Armando Fuentes-7<sup>th</sup> Grade Soccer Coach-CJHS, Marc Heguy-8<sup>th</sup> Grade Soccer Coach-CJHS, Chris Bell-Activities Director-CJHS, Sandra Anaya-7<sup>th</sup> Grade Asst. Volleyball Coach-CJHS, Cindy Baca- 8<sup>th</sup> Grade Asst. Volleyball Coach-LBJH, Paula Chavez-8<sup>th</sup> Grade Asst. Volleyball Coach-CJHS, Bernardo Vera-7<sup>th</sup> Grade Asst. Soccer Coach-CJHS, Erica Franco-8<sup>th</sup> Grade Asst. Soccer Coach-LBJH, Efrain Ulloa-8<sup>th</sup> Grade Asst. Soccer Coach-CJHS, Lindsay Olds-Pentathlon-MSE, Jon Fincher-Pentathlon-WUES, Tammi Schultz-Pentathlon-WUES, Julie Beltran-Pentathlon-LBE, Ralph Apodaca-Asst. Soccer Coach-LBJH:  
Classified Report: New Hires: Barboza, Jorge – TR, Bus Driver (6.0 Hrs), Carranza, Rosario – MSE, Paraprofessional (3.75 Hrs), Castaneda, Adriana – SS, Behavior

Support Assistant (6.0 Hrs), Cruz, Dayna – CJHS, Custodian (8.0 Hrs), Honeycutt, Sandra – FS, Child Nutrition Worker (1.5 Hrs), Jimenez Fregoso, Veronica, FS, Child Nutrition Worker (1.5 Hrs), Jones, Lee Ann – SS, Behavior Support Assistant (6.0 Hrs), Maldonado, Daniel – PHS, Paraprofessional (7.0 Hrs), Martinez, Veronica – SS, Behavior Support Assistant (6.0 Hrs), Quiroz, Armando – TR, Bus Driver (6.0 Hrs), Vance, Debra – SS, Behavior Support Assistant (6.0 Hrs); Appointments: Cobos, Juan – PHS, Campus Security (3.75 Hrs), Ramos, Robert – LBHS, Campus Security (3.75 Hrs), Sandoval, Geovani – RME, Paraprofessional (1.5 Hrs), Ventura, Nicole – MSE, Paraprofessional (3.25 Hrs), Zwilling, Shannon – RME, Paraprofessional (3.25 Hrs); Promotional: Garcia, Guillermo – CE, Head Custodian (8.0 Hrs), Malfabon, Mario – HME, Custodian (8.0 Hrs); Retired: Rosas, Maria Teresa – LEAP, Paraprofessional – Effective 9/29/2017; Resigned: De La Herran, Linda – FS, Child Nutrition Worker – Effective 8/1/2017, Esquivel, Jose – TR, Bus Drive – Effective 8/1/2017, Gutierrez, Fabian – LEAP, Paraprofessional – Effective 9/8/2017, Kaur, Jasbir – SS, Behavior Support Assistant – Effective 8/11/2017.

The monthly Fiscal Report was submitted for Board information.	Fiscal Report
The quarterly GASB 45 Trust Investment Report was provided for informational purposes.	Quarterly SISC GASB 45 Trust
Trustees adopted Resolution #23-17 approving the Gann Appropriations Limit for 2016-17 and 2017-18.	Gann Limit
Trustees approved payment to the California School Board Association for the 2017-2018 dues.	CSBA Dues
Trustees adopted Resolution #21-17 designating Don Laursen as the District’s representative and Dr. Mark Marshall as alternate to the Merced County School’s Insurance Group.	MCSIG District Representative
Trustees approved the donation of \$250 form Francine Bolling for musical instruments to Los Banos Junior High School.	Donation
Trustees approved the following agreements/proposals: California School Board Association (CSBA), Governance Team Workshop; MCOE, Lease Agreements, Special Ed Classrooms; 360 Degree Customer Inc., Speech Therapy Service; Commercial Ground Lease Agreement, Transportation (Page 155)	Agreements/ Contracts
Trustees approved the following overnight/out-of-state travel: LBHS Girls’ Basketball, Anaheim Tournament, Dec. 19-23, 2017; LBHS Choir, Choral Festival, San Luis Obispo, March 22-24, 2018; PHS/LBHS Administrator CADA Conference, Feb. 28 – March 3, 2018; PHS Girls’ Softball Tournament, La Jolla, CA March 22-24, 2018.	Travel
Trustees declared specified electronic equipment as obsolete and authorized disposal in accordance with Board Policy #3270.	Disposal of Obsolete Equipment
Trustees approved the warrants for payment.	Warrants

On motion by Member Areias, seconded by Member Smith, Trustees approved Reporting Closed  
Litigation Settlement, Section 54956.9(a) of the California Government Code and Session  
Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957).  
Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0;  
Absent: 0. Motion carried.

Mr. Areias requested an informational item be placed on the next agenda regarding Future Agenda  
summer school feedback. He said the discussion needs to continue regarding Items  
whether to fund summer school for approximately \$390,000 or use that money for  
something else. He said he would like to know the plan for replacing the older  
school busses.

The meeting was adjourned by Mr. Parreira at 8:28 P.M. Adjournment

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SECRETARY

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

**REPORT OF CERTIFICATED EMPLOYMENT  
FOR BOARD APPROVAL – October 12, 2017**

APPOINTMENT:

Siemiller, Veronica – Learning Director, Los Banos Junior High – effective 10/2/2017

RESIGNED:

Siemiller, Veronica – 5<sup>th</sup> Grade Teacher, Miano Elementary – effective 9/27/2017

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EXTRA DUTY APPOINTMENTS:

Paul Sievier-Head Soccer Coach-LBHS, Danny Crosby-Head Varsity Basketball Coach-LBHS, Tennis Coach-PHS, Greg Soliz-Head Varsity Volleyball Coach-LBHS, Dario Costa- Asst. Band Director-PHS, Imani Percoats-Asst. Football JV Coach-LBHS, Ronnie Barton-Asst. Varsity Football Coach-PHS, Chris Witt- Asst. Varsity Football Coach-PHS, Gregory Williams- Asst. Varsity Football Coach-PHS, Matthew Singh-Water Polo-Boys-PHS, Kyren DiMarzio-Water Polo-Boys-PHS, David Duke-Water Polo-Girls-PHS, Jordan Macias-Asst. Frosh Football Coach-PHS, Nicole Souza-Spirit Team Advisor-LBJH, Hector Gonzalez-Choir Director-PHS, Christina Quevedo-Memory Book-CJHS, Shellby Stieg-7<sup>th</sup> Grade Basketball Coach-CJHS, Doug Fuentes-Soccer Coach 7<sup>th</sup> Grade-LBJH, Carla Cazares-Soccer Coach 8<sup>th</sup> Grade-LBJH, Mike Bonillas-Golf Coach-LBJH, Barry Reardon-Decathlon Coach-LBHS, Barbara Mello-Asst. Volleyball Coach 7<sup>th</sup> Grade-LBJH, Aaron Cotta-Pentathlon Advisor-LFE

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

### REPORT OF CLASSIFIED EMPLOYMENT FOR BOARD APPROVAL – October 12, 2017

#### **New Hires:**

Azevedo, Fatima – LEAP, Paraprofessional (4.5 Hrs)  
Baughman, Steven – FS, Child Nutrition Supervisor (8.0 Hrs)  
Herrera, Brittany – LBE, Paraprofessional (1.25 Hrs)  
Jimenez, Vanessa – FS, Child Nutrition Worker (1.5 Hrs)  
Leon-Rivera, Marla – LEAP, Paraprofessional (4.5 Hrs)  
Ramirez, Mary – LEAP, Paraprofessional (4.5 Hrs)  
Tevis, John – LFE, Custodian (4.0 Hrs)

#### **Appointments:**

Aaron, Christina – FS, Child Nutrition Worker (1.25 Hrs)  
Casorla, Vanessa – LEAP, Paraprofessional (2.0 Hrs)  
Duran, Porschesia – RME, Paraprofessional (5.0 Hrs)  
Gutierrez, Heather – LEAP, Paraprofessional (2.0 Hrs)  
Juarez, Daniel – TR, Bus Driver (2.0 Hrs)  
Ua, Carolyn – TR, Bus Driver (2.0 Hrs)

#### **Promotional:**

Laursen, Don – DW, Assistant Superintendent – Administrative Services  
Medrano, Lupe – LBHS, Secretary (8.0 Hrs)  
Moreno, Noreen – WUES, Office Specialist (8.0 Hrs)

#### **Retired:**

Iudice, Virginia – FS, Child Nutrition Site Specialist – Effective 9/29/2017

#### **Resigned:**

Alvarez, Theresa – FS, Child Nutrition Worker – Effective 9/26/2017  
Diaz, Jennifer – LEAP, Paraprofessional – Effective 9/29/2017

#### **Termination:**

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**Board Reference Material**

**SUBJECT TITLE:**    **Certificated Advancement on Salary Schedule**

**REQUESTED ACTION:**    Approve

Action      X  

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

**RECOMMENDATION:**

It is recommended the Board approve certificated staff that have petitioned and successfully completed the requirements to advance horizontally on the certificated salary schedule for the 2017-18 school year.

**BACKGROUND INFORMATION:**

The current agreement between the District and the Los Banos Teachers Association states that teacher contracts will be re-written if unit requirements are met and submitted to the Human Resource Office by Sept 15, 2017.

**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):**

Approximately \$101,500

**ORIGINATOR:** Tammie Calzadillas, Assistant Superintendent Human Resources

**Date:**    October 12, 2017



## Certificated Advancement on Salary Schedule 2017-18

Brandi	Melissa	VE
Bravo	Carmen	LBE
Coelho	Amanda	WUES
Dunavan	Kristal	WUES
Elam	Sarah	LBE
Fincher	Jonathan	WUES
Franco	Erica	LBE
Hamilton	Kelli	PHS
Hepworth	Suzanna	VE
Jacobo	Adam	PHS
Lewis	Sharon	PHS
Magana	Joel	MSE
McGraw	Angela	HME
Murphy	Donna	HME
Nelson	Ila	PHS
Ortiz	Kim	LBHS
Pritsch	Lisa	LBHS
Smith	Pamela	HME
Tugman	Ray	LBHS
Weathers	Shelly	LBHS

**Board Reference Material**

**SUBJECT TITLE:**     **Monthly Fiscal Report**

**REQUESTED ACTION:**  None—report only

                  Action\_\_\_\_\_

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

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**RECOMMENDATION:**

The attached reports are provided for informational purposes only.

**BACKGROUND INFORMATION:**

- Board Financial Summary Report, General Fund
- Enrollment Graphs
- Developer Fee Collection Report (summary only)

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

N/A

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ORIGINATOR: Don Laursen, Director of Fiscal Services  
Date: October 12, 2017

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		105,774,890.00	18,126,498.90	87,648,391.10	17.13
FEDERAL REVENUES :		5,112,500.00	1,765,360.00	6,877,860.00	862,696.54	6,015,163.46	12.54
OTHER STATE REVENUES :		9,958,703.00	585,489.00	10,544,192.00	1,197,047.00	9,347,145.00	11.35
OTHER LOCAL REVENUES :		810,000.00	81,091.00	891,091.00	220,423.50	670,667.50	24.73
* TOTAL YEAR TO DATE REVENUES		* * 121,656,093.00 *	2,431,940.00 *	124,088,033.00 *	20,406,665.94 *	103,681,367.06 *	16.44

EXPENDITURE DETAIL							
CERTIFICATED SALARIES :		50,790,534.00	29,679.00-	50,760,855.00	11,905,248.86	38,855,606.14	23.45
CLASSIFIED SALARIES :		18,669,563.00	640,578.00-	18,028,985.00	4,944,792.99	13,084,192.01	27.42
EMPLOYEE BENEFITS :		32,862,412.00	68,433.00-	32,793,979.00	7,043,013.44	25,750,965.56	21.47
BOOKS AND SUPPLIES :		8,607,083.00	3,129,927.00	11,737,010.00	981,665.47	10,755,344.53	8.36
SERVICES, OTHER OPER. EXPENSE:		7,205,527.00	303,072.00	7,508,599.00	2,383,805.08	5,124,793.92	31.74
CAPITAL OUTLAY :		784,594.00	71,146.00	855,740.00	53,329.23	802,410.77	6.23
OTHER OUTGOING :		1,640,000.00	35,043.00	1,675,043.00	212,229.00	1,462,814.00	12.67
DIRECT SUPPORT/INDIRECT COSTS:		381,000.00-	59,886.00	321,114.00-	.00	321,114.00-	0.00
PRIOR YEAR EXPENDITURE :		1,122,003.00		1,122,003.00	568,196.20	553,806.80	50.64
* TOTAL YEAR TO DATE EXPENDITURES		* * 121,300,716.00 *	2,860,384.00 *	124,161,100.00 *	28,092,280.27 *	96,068,819.73 *	22.62

OTHER FINANCING SOURCES ( USES )							
INTERFUND TRANSFERS - OUT :		.00		.00	17,930.47-	17,930.47	NO BDGT
CONTRIB.- RESTRICTED PROGRAMS:		.00	85,015.00-	85,015.00-	.00	85,015.00-	0.00
* TOTAL YEAR TO DATE OTHER FINANCING		* .00 *	85,015.00-*	85,015.00-*	17,930.47-*	67,084.53-*	21.09

UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

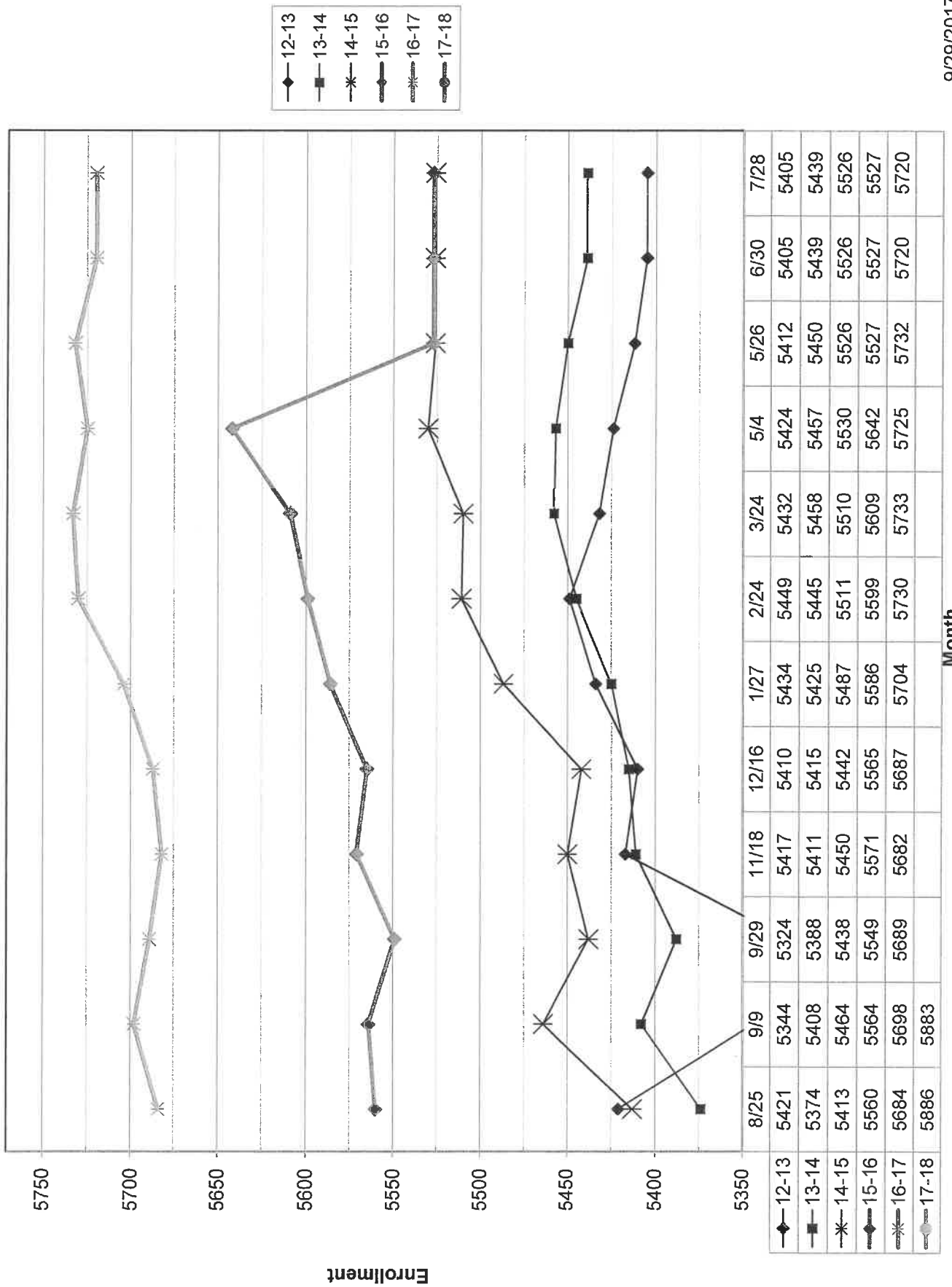
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
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FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	15,458,309.41	7,067,690.51-	8,390,618.90
9130	REVOLVING CASH ACCOUNT	24,900.00	100.00	25,000.00
9135	CASH W/ FISCAL AGENT		40.51-	40.51-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	2,444,314.72	987,816.30-	1,456,498.42
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-	1,959,284.22	771,991.45-
9522	STRS REF EXCESS CONTRIBUTION	166.72-	48,708.97-	48,875.69-
9550	USE TAX LIABILITY	12,932.46-	10,260.04	2,672.42-
9553	REPAY		5,209.12	5,209.12
9554	INSURANCE	5,066.81	793,261.99	798,328.80
9556	MISC DISTRICT VOL-DEDS (1)	100.80	63.93-	36.87
9557	Refunds of PERS, STRS, SS, MED		2,920.57	2,920.57
9564	RETIREE LIABILITY	17,754.41-	97,916.51-	115,670.92-
9567	INSURANCE MISCELLANEOUS	105.98	74.45	180.43
9569	STALE DATED PAYROLL WARRANTS		963.10-	963.10-
9610	DUE TO OTHER FUNDS	438.53-	438.53	.00
9640	CURRENT LOANS (TRANS)		2,000,000.00-	2,000,000.00-
9650	UNEARNED (DEFERRED) REVENUE	555,843.72-	.00	555,843.72-
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* NET YEAR TO DATE FUND BALANCE	* *	14,918,530.10 *	7,703,544.80-*	7,214,985.30 *
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* EXCESS REVENUES/(EXPENDITURES)	* *	14,918,530.10 *	7,703,544.80-*	7,214,985.30 *

UNRESTRICTED/RESTRICTED COMBINED

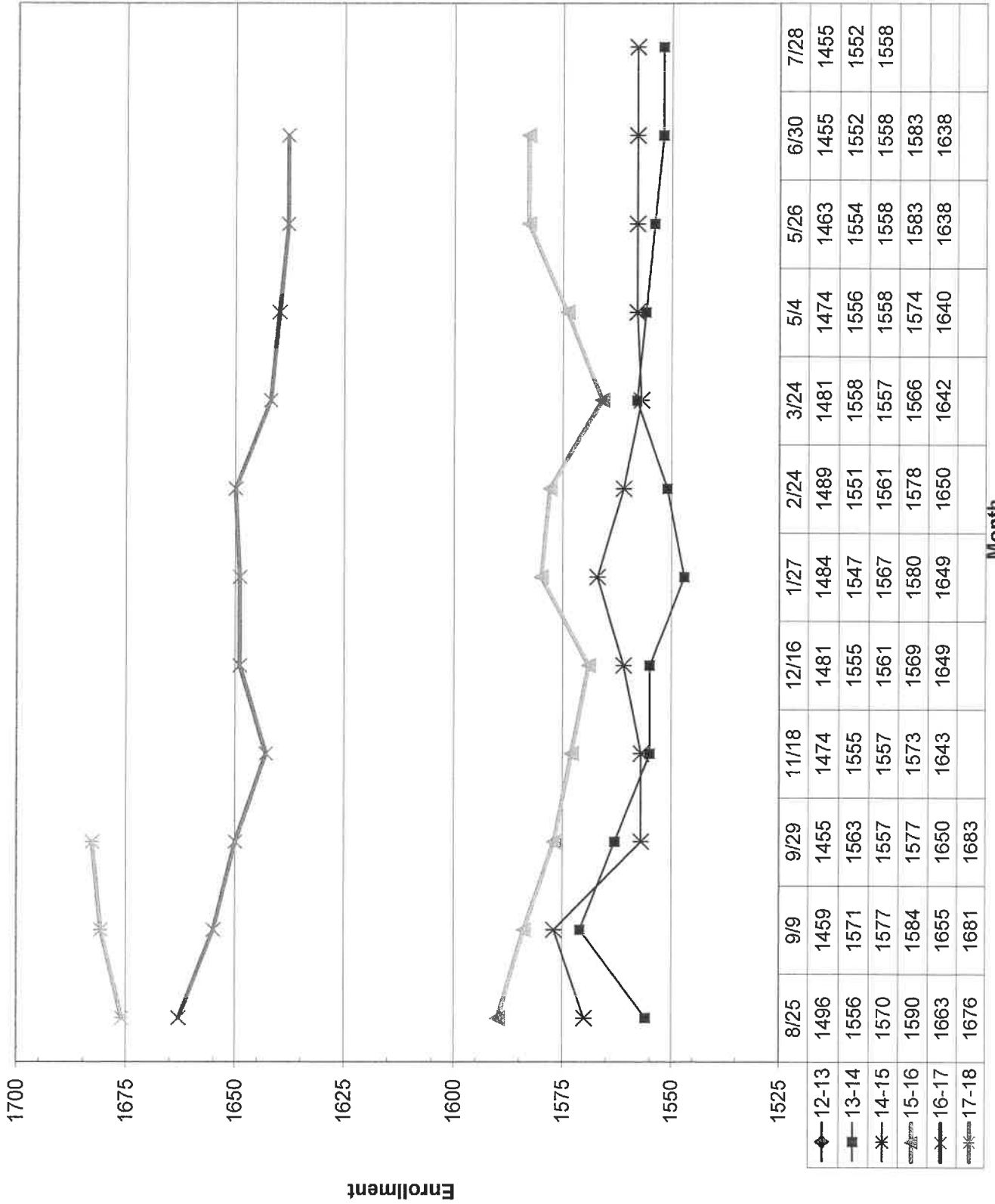
FUND: 01 GENERAL FUND/COUNTY SSF

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	121,656,093.00	2,431,940.00	124,088,033.00	20,406,665.94	103,681,367.06	16.44
B.	EXPENDITURES	121,300,716.00	2,860,384.00	124,161,100.00	28,092,280.27	96,068,819.73	22.62
C.	EXCESS REVENUES ( EXPENDITURES )	355,377.00	428,444.00-	73,067.00-	7,685,614.33-	7,612,547.33	518.58
D.	OTHER FINANCING SOURCES ( USES )	.00	85,015.00-	85,015.00-	17,930.47-	67,084.53-	21.09
E.	NET CHANGE IN FUND BALANCE	355,377.00	513,459.00-	158,082.00-	7,703,544.80-	7,545,462.80	4873.13
F.	FUND BALANCE :						
	BEGINNING BALANCE (9791)	.00	.00	.00	.00	.00	NO BDGT
	AUDIT ADJUSTMENTS (9793)	.00	.00	.00	.00	.00	NO BDGT
	OTHER RESTATEMENTS (9795)	.00	.00	.00	.00	.00	NO BDGT
	ADJUSTED BEGINNING BALANCE	.00	.00	.00	.00	.00	NO BDGT
G.	ENDING BALANCE	355,377.00	513,459.00-	158,082.00-	7,703,544.80-	7,545,462.80	4873.13

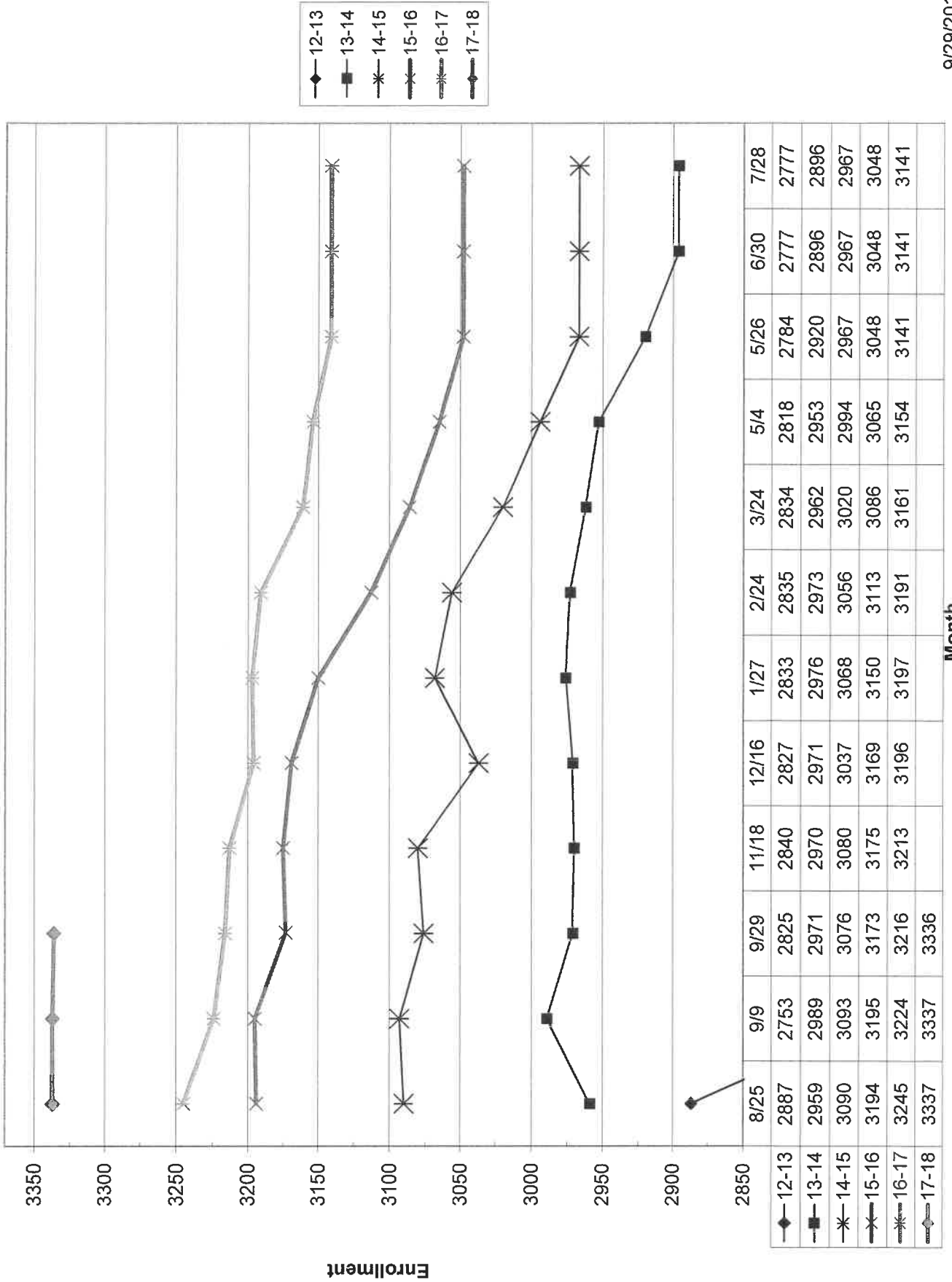
### K-6 Enrollment (including SDC) by Month



### 7-8 Enrollment (including SDC)

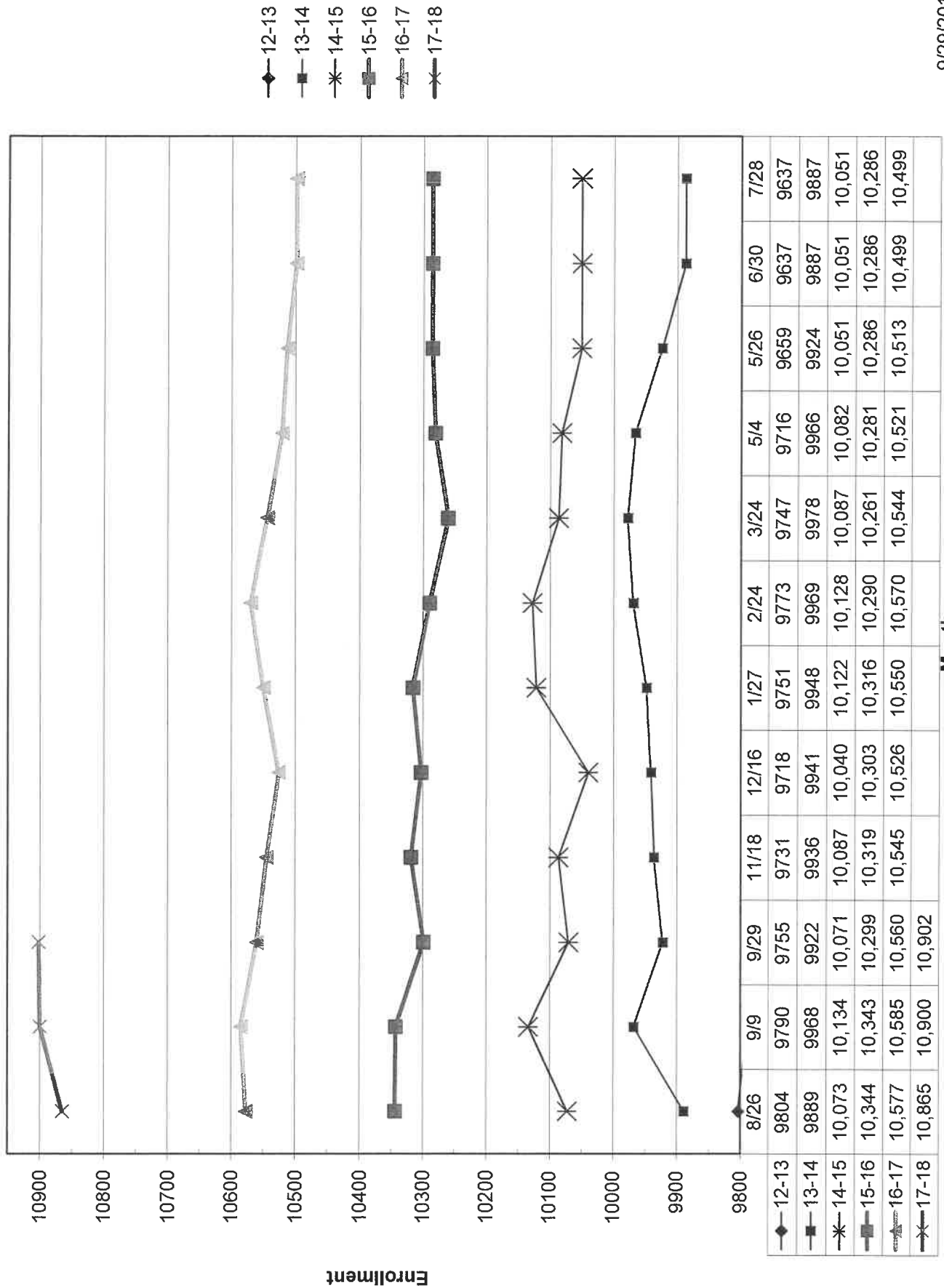


### 9-12 Enrollment (including SDC)





### 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	36.76%	36.76%
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	27.94%	64.70%
SEP	\$77,550.43	8.53%	30.01%	\$37,320.27	2.54%	17.19%	\$47,479.74	2.07%	3.48%	\$263,763.12	35.30%	100.00%
OCT	\$185,797.66	20.43%	50.43%	\$19,825.11	1.35%	18.54%	\$51,686.41	2.25%	5.74%		0.00%	100.00%
NOV	\$111,157.12	12.22%	62.65%	\$28,945.89	1.97%	20.51%	\$186,628.12	8.14%	13.88%		0.00%	100.00%
DEC	\$272,878.32	30.00%	92.65%	\$82,174.85	5.59%	26.11%	\$60,503.79	2.64%	16.51%		0.00%	100.00%
JAN	\$50,405.07	5.54%	98.19%		0.00%	26.11%	\$365,848.48	15.95%	32.47%		0.00%	100.00%
FEB	\$1,345.14	0.15%	98.34%	\$61,428.06	4.18%	30.29%	\$273,114.28	11.91%	44.38%		0.00%	100.00%
MAR		0.00%	98.34%	\$111,836.09	7.61%	37.90%	\$165,196.51	7.20%	51.58%		0.00%	100.00%
APR		0.00%	98.34%	\$304,266.24	20.71%	58.61%	\$145,515.82	6.35%	57.93%		0.00%	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%		\$747,217.76	100.00%	
	513,000.00			250,000.00			250,000.00			250,000.00		

**Board Reference Material**

**SUBJECT TITLE:** Annual Report - Community Facilities District #2

**REQUESTED ACTION:** Receive Annual Report

Action \_\_\_\_\_

Discussion/Information   X  

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**RECOMMENDATION:**

This is an Annual Special Tax Report which summarizes information related to Community Facilities District No. 2 (“CFD No.2”). The report outlines the Special Tax Levy for 2017/18, a summary of delinquent special taxes, along with a background and development summary. The report also provides information for compliance with the Local Agency Special Tax and Bond Accountability Act (SB 165), whereby the local agency issuing the special tax must present a report in accordance with the Accountability Act. This report is for the fiscal year 2017/18. No action is required.

**BACKGROUND INFORMATION:**

The District formed Community Facilities District No.2 in 2005 to incorporate the mitigation agreements reached with several area developers as a mechanism to provide mitigation fees for the impacts of their planned residential developments. Since its creation the CFD it has been modified to include additional mitigation agreements for other planned residential housing developments. In 2007 the first homes were built within the boundaries of CFD No.2.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None/None Identified

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

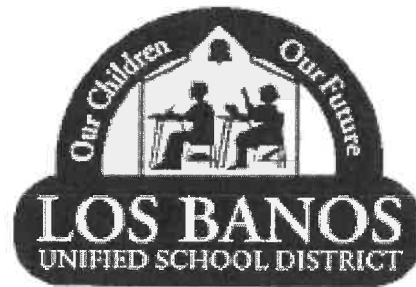
This is an Information item only.

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ORIGINATOR: Mark Marshall Ed.D., Superintendent

Date: October 12, 2017



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

**ANNUAL REPORT**  
**FISCAL YEAR 2017/18**

**KOPPEL & GRUBER**  
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256  
SAN MARCOS  
CALIFORNIA 92078

T. 760.510.0290  
F. 760.510.0288

### **District Administration**

Los Banos Unified School District  
Dr. Mark Marshall, Superintendent  
Dean Bubar, Assistant Superintendent of Administrative Services  
1711 S 11<sup>th</sup> Street  
Los Banos, CA 93635  
T. 209.826.3801  
F. 209.826.6810

### **Special Tax Administrator**

Koppel & Gruber Public Finance  
Lyn Gruber/Douglas Floyd  
334 Via Vera Cruz, Suite 256  
San Marcos, California 92078  
T. 760.510.0290  
F. 760.510.0288

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## **ATTACHMENTS**

- ATTACHMENT 1 – CURRENT DEVELOPMENT MAPS**
- ATTACHMENT 2 – BOUNDARY MAPS**
- ATTACHMENT 3 – RATE AND METHOD OF APPORTIONMENT**
- ATTACHMENT 4 – FISCAL YEAR 2017/18 SPECIAL TAX ROLL**

## **INTRODUCTION**

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This Annual Special Tax Report (“Report”) summarizes certain general and administrative information related to Community Facilities District No. 2 (Mitigation Agreement) (“CFD No. 2”) of the Los Banos Unified School District (“District”). The Report outlines the following for CFD No. 2: (I) Special Tax Levy for Fiscal Year 2017/18, (II) Summary of Delinquent Special Taxes, (III) Background of CFD No. 2 and (IV) Development Summary. The Report also includes Attachments referenced by and/or supplementing the information outlined herein. The capitalized terms used in the Report and not defined herein are used as defined in the Rate and Method of Apportionment of CFD No. 2 (“RMA”).

## **SECTION I. SPECIAL TAX LEVY FOR FY 2017/18**

---

Section I of the Report contains information for the determination of the Fiscal Year ("FY") 2017/18 Special Tax levy.

### **A. Annual Tax Requirement**

The Annual Tax Requirement for FY 2017/18 calculated in accordance with the RMA (Please see Attachment 3 for a full copy of the RMA) is \$124,933.72. The table below shows the calculation used to determine the FY 2017/18 Annual Tax Requirement. FY 2016/17 is provided for comparison.

<b>ANNUAL TAX REQUIREMENT COMPONENTS</b>	<b>FY 2017/18 DOLLARS</b>	<b>FY 2016/17 DOLLARS</b>
Direct Facilities	\$118,255.92	\$43,958.57
Administrative Expenses	6,677.80	6,536.05
<b>ANNUAL TAX REQUIREMENT</b>	<b>\$124,933.72</b>	<b>\$50,494.62</b>



## B. Distribution of Special Tax

Special Taxes that CFD No. 2 may levy are limited by the RMA. The Fiscal Year 2017/18 maximum Special Tax Rate, the applied Special Tax Rate, number of units levied and aggregate levy amount for Residential Property is listed in the following table.

TAX CLASS	NUMBER OF UNITS	FY 2017/18 SPECIAL TAX RATE <sup>2</sup>	FY 2017/18 SPECIAL TAX REVENUES
<b>PERMITS ISSUED PRIOR TO 06/01/2007<sup>1</sup></b>			
Single-Family Dwelling	10	\$465.94	\$4,659.40
Mobile Dwelling Unit	0	\$465.94	\$0.00
Multi-Family Dwelling	0	\$465.94	\$0.00
<b>PERMITS ISSUED 06/02/2007 TO 06/01/2008</b>			
Single-Family Dwelling	39	\$466.32	\$18,186.48
Mobile Dwelling Unit	0	\$466.32	\$0.00
Multi-Family Dwelling	0	\$466.32	\$0.00
<b>PERMITS ISSUED 06/02/2008 TO 06/01/2015</b>			
Single-Family Dwelling	8	\$527.24	\$4,217.92
Mobile Dwelling Unit	0	\$527.24	\$0.00
Multi-Family Dwelling	0	\$527.24	\$0.00
<b>PERMITS ISSUED 06/02/2015 TO 06/01/2016</b>			
Single-Family Dwelling	46	\$531.32	\$24,440.72
Mobile Dwelling Unit	0	\$531.32	\$0.00
Multi-Family Dwelling	0	\$531.32	\$0.00
<b>PERMITS ISSUED 06/02/2016 TO 06/01/2017</b>			
Single-Family Dwelling	135	\$543.92	\$73,429.20
Mobile Dwelling Unit	0	\$543.92	\$0.00
Multi-Family Dwelling	0	\$543.92	\$0.00
<b>TOTAL</b>	<b>238</b>	<b>NA</b>	<b>\$124,933.72</b>

<sup>1</sup> One (1) parcel was levied commencing in FY 2013/14 based on the re-issuance of a building permit; however, the original building permit was issued on August 22, 2006. The parcel is being levied based on the original permit date since other parcels in the same tract are levied according to their original permit.

<sup>2</sup> For years where no building permits were issued, Tax Rates have been omitted from spread.

## C. Estimated Administrative Expenses

Each year a portion of the Special Tax levy goes to pay the ongoing costs of administration. The estimated FY 2017/18 administrative expenses are shown below, followed by a description of each line item. FY 2016/17 amounts are provided for comparison.

ADMINISTRATIVE EXPENSES	FY 2017/18 AMOUNT	FY 2016/17 AMOUNT
District Staff and Expenses	\$1,000.00	\$1,000.00
Outside Fees and Expenses	5,544.50	5,450.00
County Tax Collection Fees	133.30	86.05
<b>TOTAL EXPENSES</b>	<b>\$6,677.80</b>	<b>\$6,536.05</b>

**District Staff and Expenses** – Includes staff time spent on the administration of CFD No. 2, its accounts and obligations as well as expenses related to CFD No. 2 including postage, supplies, copying, telephone, and technology costs.

**Outside Fees and Expenses** – Includes the District’s estimated costs to hire consultants related to the administration of CFD No. 2. Consultants used include attorneys, fiscal agent and the special tax administrator. These consultants calculate the Annual Special Tax Rates, monitor the special taxes collected by CFD No. 2 provide for compliance with State and Federal laws and reporting requirements. A contingency amount has been added to protect CFD No. 2 from unanticipated costs.

**County Tax Collection Fees** – Refers to the processing fee charged by the County of Merced (“County”) for placing the Special Taxes on the County Property Tax roll. The base processing fee is \$50.00 for the fund and \$0.35 per parcel.

## **SECTION II. SUMMARY OF DELINQUENT SPECIAL TAXES**

---

CFD No. 2 levied a total of \$50,494.62 in Special Taxes in FY 2016/17. As of August 29, 2017, there was one (1) parcel delinquent in its payment of FY 2016/17 Special Taxes in the amount of \$228.59. This translates to a delinquency rate of 0.45%.

Delinquent Special Taxes as of August 29, 2017 for FY 2016/17 and four prior Fiscal Years are summarized in the table below:

<b>FISCAL YEAR</b>	<b>NO. OF PARCELS LEVIED</b>	<b>NO. OF PARCELS DELINQUENT</b>	<b>TOTAL ANNUAL LEVY</b>	<b>ANNUAL DELINQUENT AMOUNT<sup>1</sup></b>	<b>PERCENT OF ANNUAL DELINQUENT</b>
2012/13	48	0	\$20,270.22	\$0.00	0.00%
2013/14	49	0	\$21,105.98	\$0.00	0.00%
2014/15	49	0	\$21,527.98	\$0.00	0.00%
2015/16	57	0	\$26,012.28	\$0.00	0.00%
2016/17	103	1	\$50,494.62	\$228.59	0.45%

<sup>1</sup> Source: Merced County Auditor-Controller's Office.

## SECTION III. BACKGROUND OF CFD No. 2

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### A. Summary Table of Information

The following table shows information related to the formation of CFD No. 2:

<b>CFD FORMATION (ORIGINAL CFD)</b>	
Date of Resolution of Intention to Establish	August 4, 2005
Resolution of Intention Number	19-05
Date of Resolution of Formation	October 13, 2005
Resolution of Formation Number	25-05
County Fund Number	51899

<b>CFD ANNEXATIONS</b>	
<b>Annexation Dates (pubic hearing)</b>	
Annexation 1	January 4, 2007

### B. CFD No. 2 Background

The Mello-Roos Community Facilities Act (“Act”) of 1982 came about as a response to the lack of adequate financing for public capital facilities and services in the post-Proposition 13 era. State Legislatures Mello and Roos sponsored this Bill, which was enacted into law by the California Legislature and is now Sections 53311 *et seq.* of the California Government Code. The Act authorizes a local government agency, such as a school district to form a Community Facilities District (“CFD”) within a defined set of boundaries for the purposes of providing public facilities and services. A CFD is formed for financing purposes only and is governed by the agency that formed it.

On August 4, 2005, the District’s Board of Education (“the Board”) adopted a resolution of intention to form a Community Facilities District under the Act to levy a special tax for the purpose of providing for public school and infrastructure facilities. After conducting a public hearing, the Board adopted resolutions establishing CFD No. 2 and the qualified electors within CFD No. 2 authorized the District to levy a special tax for the authorized purposes.

### **C. Boundaries**

Properties within original CFD No. 2 boundaries and within Annexation 1 of CFD No. 2 are non-contiguous and are all located within the Los Banos Unified School District boundaries.

The boundary maps depicting the boundaries of CFD No. 2 and Annexation 1 are included as Attachment 1 of this Report.

A copy of the boundary map for the original CFD No. 2 boundaries is on file at the County of Merced, Book 11 of Maps and Assessment and Community Facilities Districts, Pages 2-5 and as Document Number 2005-084765.

The boundary map for Annexation 1 is on file at the County of Merced, Book 13 of Maps and Assessment and Community Facilities Districts, Pages 2-3 and as Document Number 2007-00306.

## **SECTION IV. DEVELOPMENT SUMMARY**

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The following table summarizes the number of units with an annual Special Tax levy for FY 2017/18 by development project.

<b>DEVELOPMENT NUMBER OF UNITS</b>	<b>SINGLE-FAMILY DWELLING</b>	<b>MOBILE DWELLING UNIT</b>	<b>MULTI-FAMILY DWELLING</b>
Village Green	8	0	0
Villages IV	74	0	0
Sandstone II	108	0	0
Developed Other	48 <sup>1</sup>	0	0
<b>TOTAL</b>	<b>238</b>	<b>0</b>	<b>0</b>

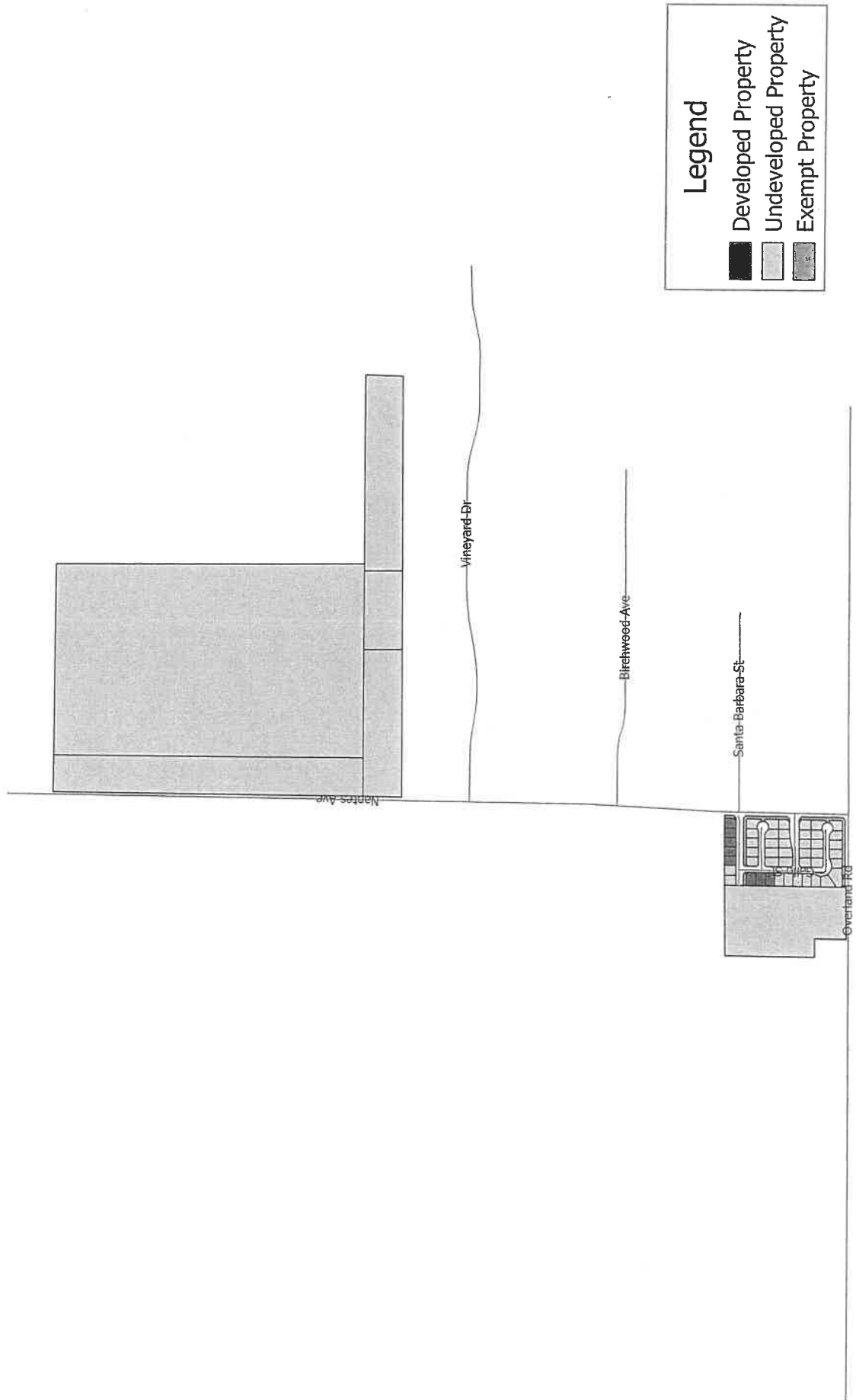
<sup>1</sup> K. Hovnanian Forecast Homes development.

**ATTACHMENT 1**  
**CURRENT DEVELOPMENT MAPS**

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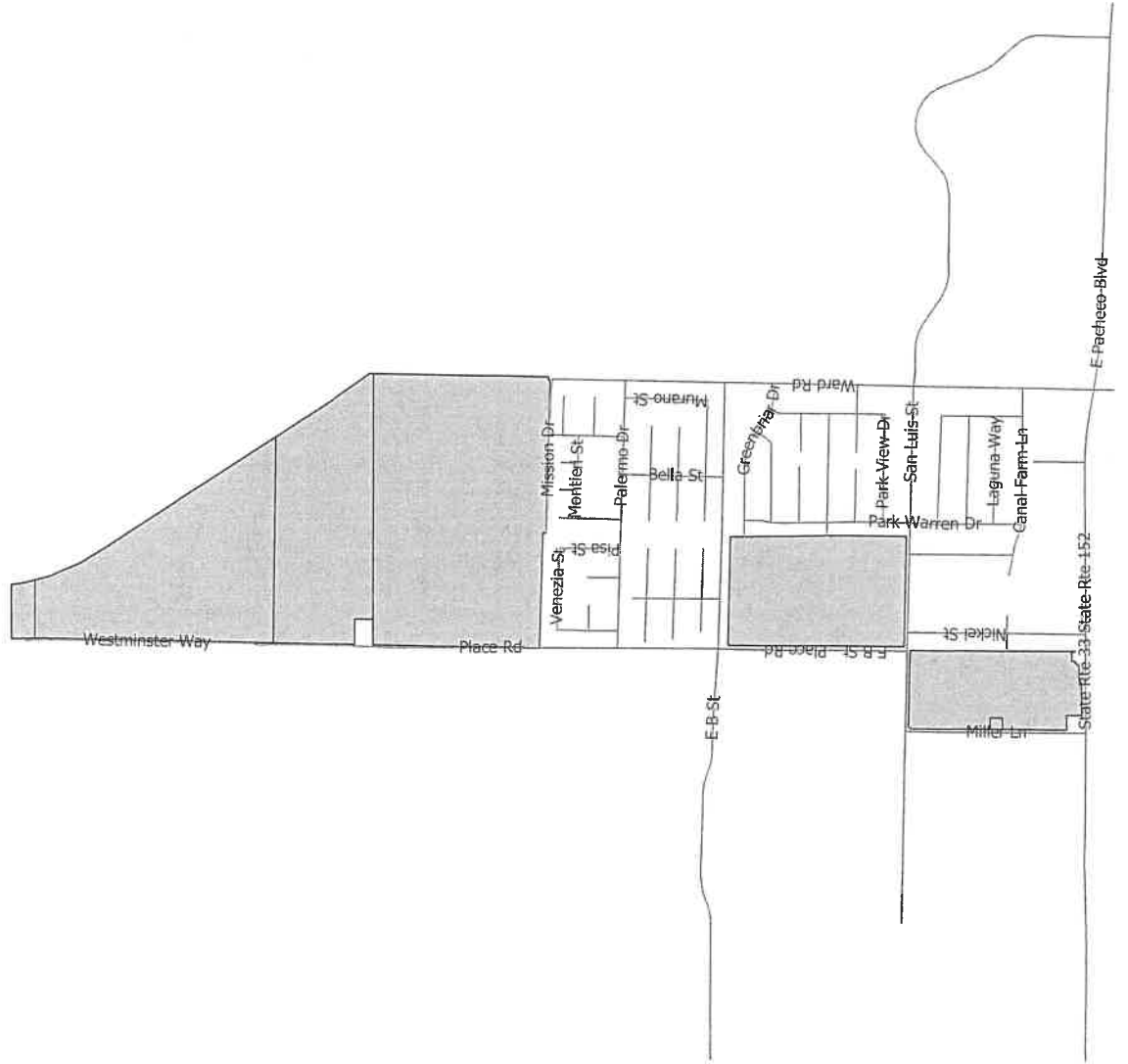
# LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2

## MAP 1 OF 6





# LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 MAP 2 OF 6



**Legend**

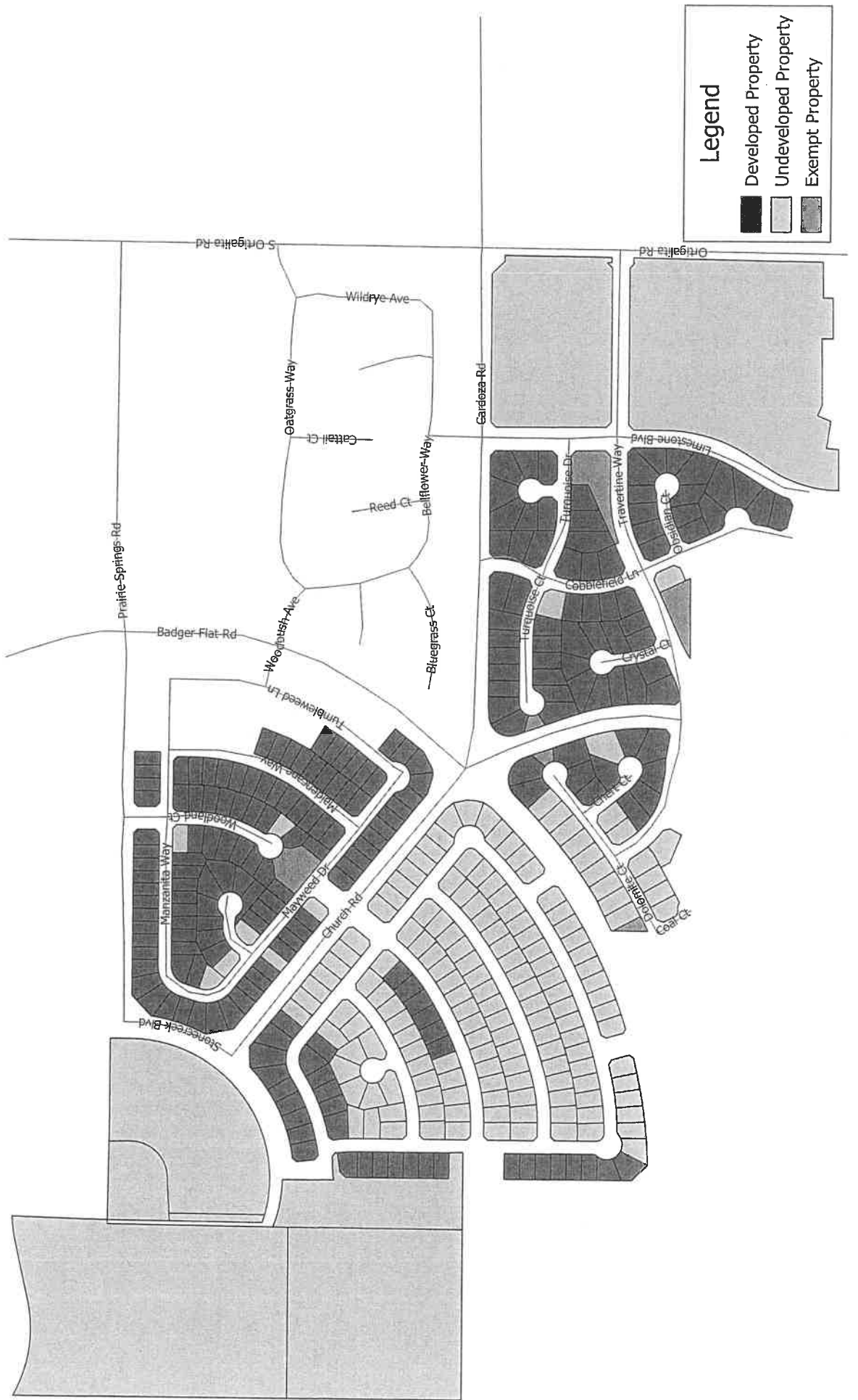
- Developed Property
- Undeveloped Property
- Exempt Property

# LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 MAP 3 OF 6



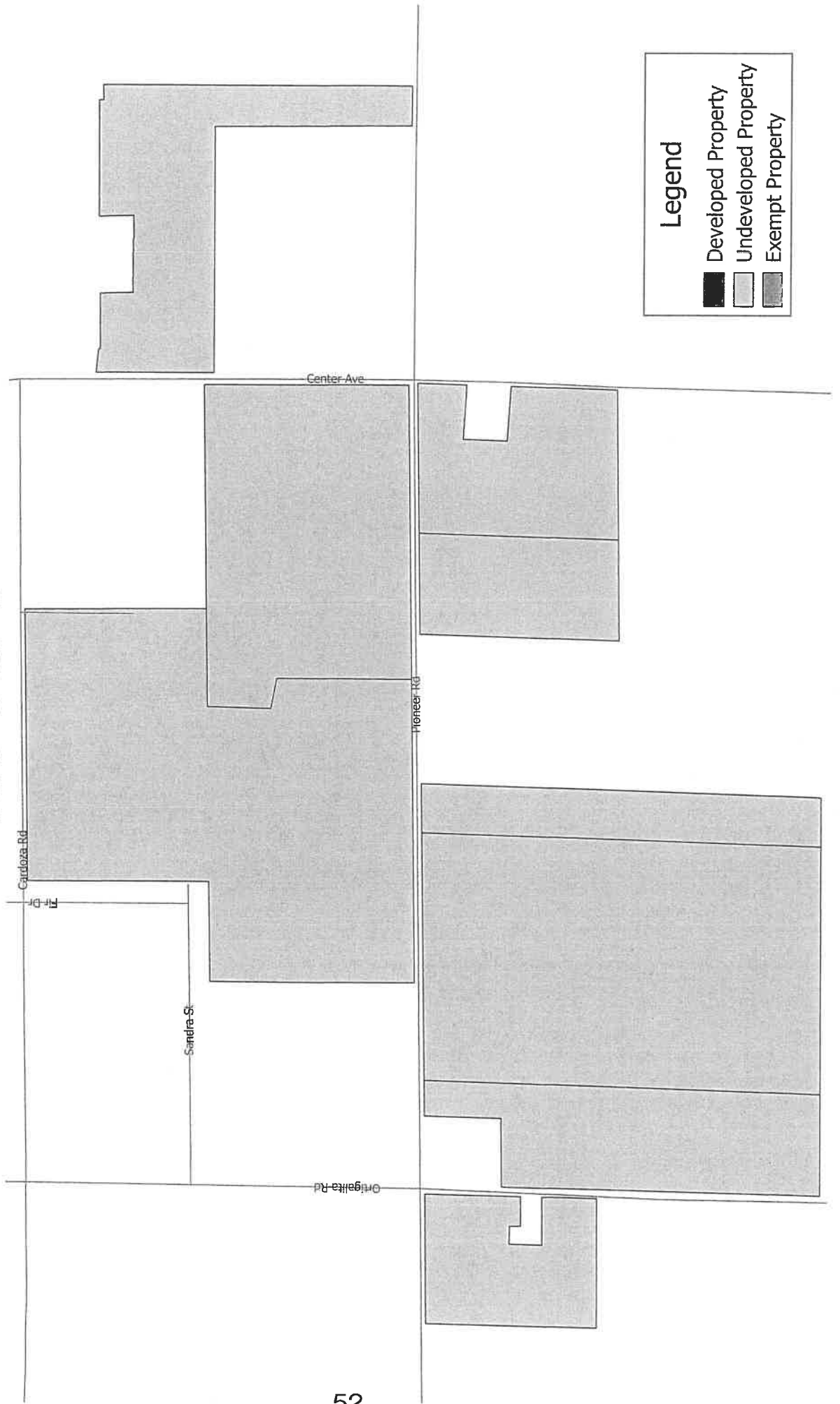
# LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2

## MAP 4 OF 6



# LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2

## MAP 5 OF 6





**ATTACHMENT 2**  
**BOUNDARY MAPS**

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The following pages show the recorded boundary maps of CFD No. 2 and Annexation No. 1.

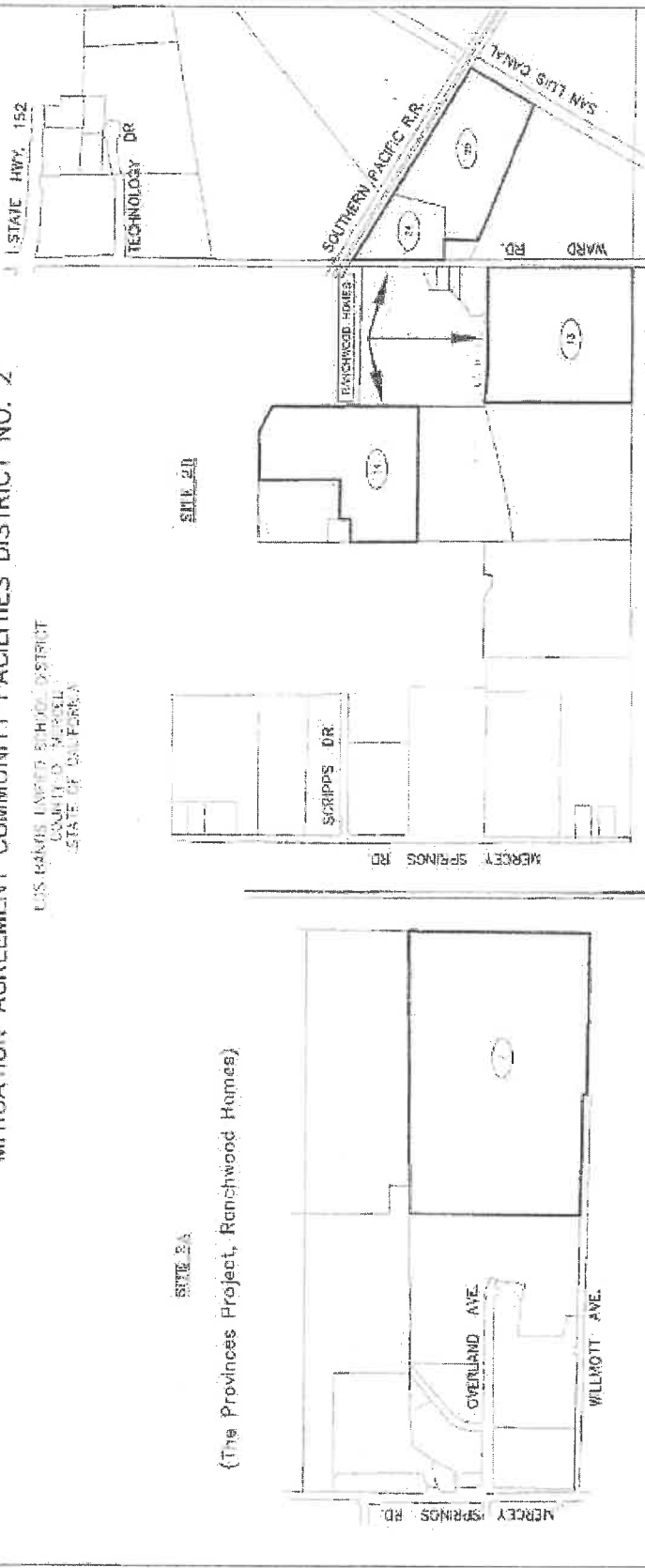


AMENDED BOUNDARY MAP OF  
MITIGATION AGREEMENT COMMUNITY FACILITIES DISTRICT NO. 2

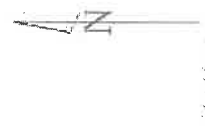
LOS BANOS UNIFIED SCHOOL DISTRICT  
COUNTY OF SAN JUAN  
STATE OF CALIFORNIA

SITE 2A

(The Provinces Project, Ranchwood Homes)



TRACT NO.	ACRES	APPROX. VALUE
1	1.3	218,700.00
2	1.4	242,000.00
3	1.5	265,500.00
4	1.6	289,000.00
5	1.7	312,500.00
6	1.8	336,000.00
7	1.9	359,500.00
8	2.0	383,000.00
9	2.1	406,500.00
10	2.2	430,000.00
11	2.3	453,500.00
12	2.4	477,000.00



SCALE: 1" = 800'

PROPOSED BOUNDARY

TRACT NO.	APPROX. VALUE
1	218,700.00
2	242,000.00
3	265,500.00
4	289,000.00
5	312,500.00
6	336,000.00
7	359,500.00
8	383,000.00
9	406,500.00
10	430,000.00
11	453,500.00
12	477,000.00

**KOPPELGRUBER**  
COURT REPORTERS & VIDEO

1001 W. Kern Blvd.  
Suite 100  
Palo Alto, California 94303  
Phone (650) 325-1000 Fax (650) 325-1005

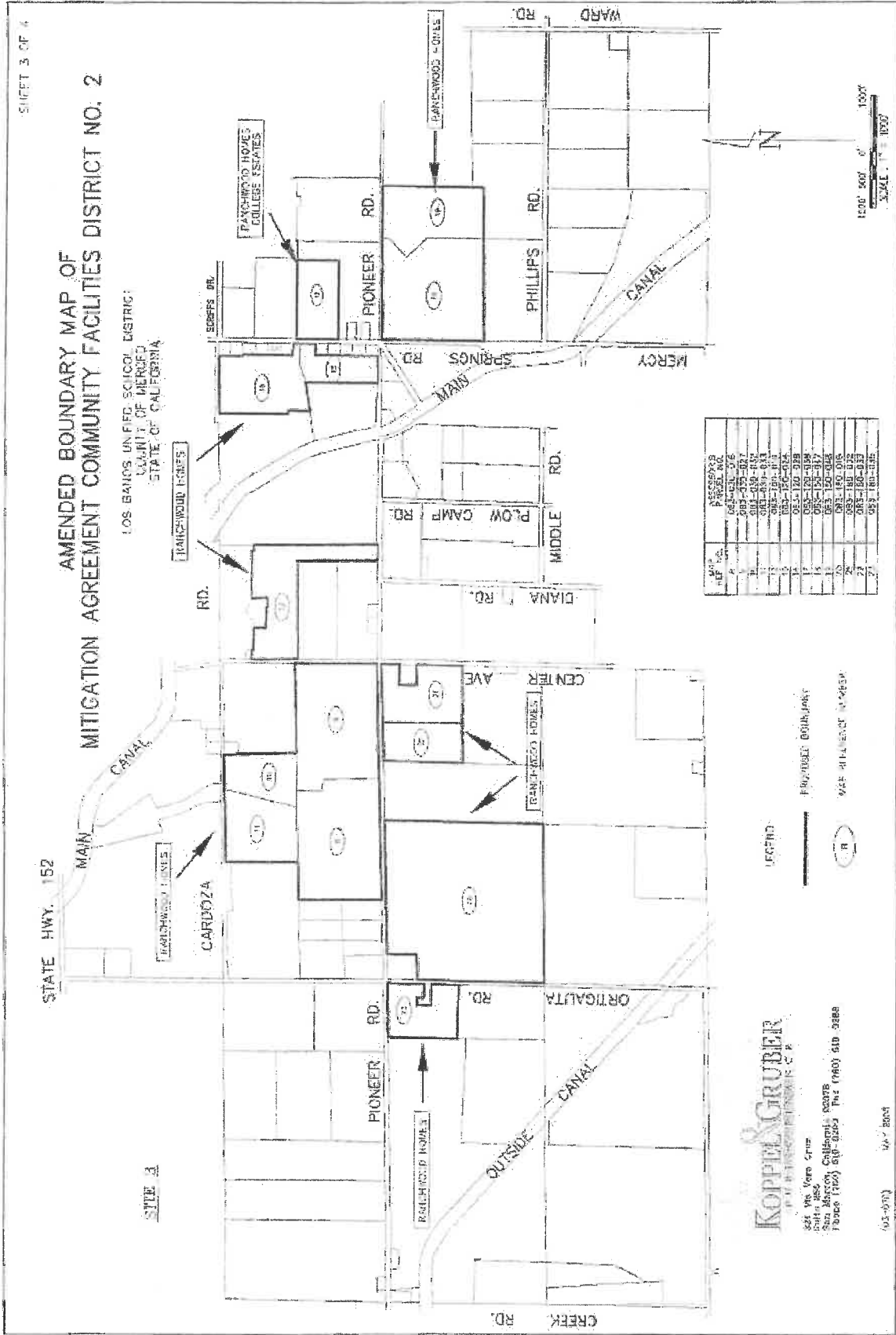
(95-010) MAY 2005

Book 11 Page 3



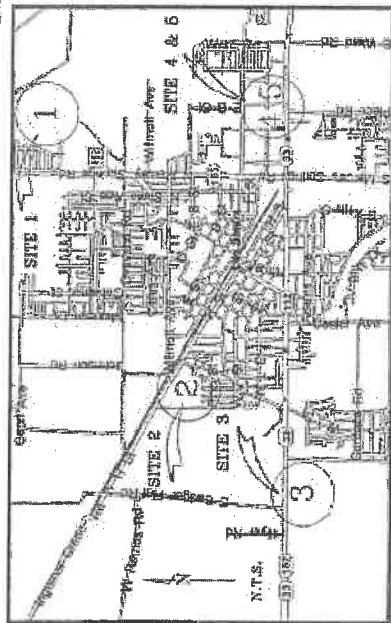
AMENDED BOUNDARY MAP OF  
MITIGATION AGREEMENT COMMUNITY FACILITIES DISTRICT NO. 2

LOS BANOS UNIFIED SCHOOL DISTRICT  
CITY OF MERCED  
STATE OF CALIFORNIA



LOT #	RECORD #
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2	083-150-016
3	083-150-017
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5	083-150-019
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413	083-150-427
414	083-150-428
415	083-150-429
416	083-150-430
417	083-150-431
418	083-150-432
419	083-150-433





THIS MAP ADOPTS AND SUPERSEDES THE PROPOSED BOUNDARY MAP FOR ANNEXATION NO. 1 TO THE LOS BANOS UNIFIED SCHOOL DISTRICT, MITIGATION AGREEMENT COMMUNITY FACILITIES DISTRICT NO. 2, DATED 12/15/17, AND THE PROPOSED BOUNDARY MAP FOR ANNEXATION NO. 2 TO THE LOS BANOS UNIFIED SCHOOL DISTRICT, MITIGATION AGREEMENT COMMUNITY FACILITIES DISTRICT NO. 2, DATED 12/15/17, AS AMENDED, AS SET FORTH IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF MERCED, STATE OF CALIFORNIA.

FILED IN THE OFFICE OF THE CLERK OF THE BOARD THIS 12th DAY OF December, 2018.

I, MERCEY COUNTY, BEING THE COUNTY OF MERCED, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED BOUNDARIES OF ANNEXATION NO. 1 TO THE LOS BANOS UNIFIED SCHOOL DISTRICT, MITIGATION AGREEMENT COMMUNITY FACILITIES DISTRICT NO. 2, AND ANNEXATION NO. 2 TO THE LOS BANOS UNIFIED SCHOOL DISTRICT, MITIGATION AGREEMENT COMMUNITY FACILITIES DISTRICT NO. 2, WAS APPROVED BY THE BOARD OF EDUCATION OF THE LOS BANOS UNIFIED SCHOOL DISTRICT, COUNTY OF MERCED, STATE OF CALIFORNIA, ON THIS 12th DAY OF December, 2018, AND THAT THE SAME HAS BEEN FILED IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF MERCED, STATE OF CALIFORNIA, ON THIS 12th DAY OF December, 2018.

Debra A. Jones  
CLERK OF THE BOARD OF EDUCATION  
LOS BANOS UNIFIED SCHOOL DISTRICT

FILED THIS 3rd DAY OF January, 2018, AT THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF MERCED, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF MERCED, STATE OF CALIFORNIA. Fee: \$100.00

Mrs. Stephen Jones, by Stephanee Pachilla  
COUNTY RECORDER  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT ANNEXED BOUNDARY MAP OF MERCEY COUNTY COMMUNITY FACILITIES DISTRICT NO. 2 OF THE LOS BANOS UNIFIED SCHOOL DISTRICT, FILED WITH THE MERCEY COUNTY RECORDER'S OFFICE ON OCTOBER 13, 2004, IN BOOK 11, PAGE 11, AND OF ANNEXATION AND COMMUNITY FACILITIES DISTRICTS, PAGES 2-5.

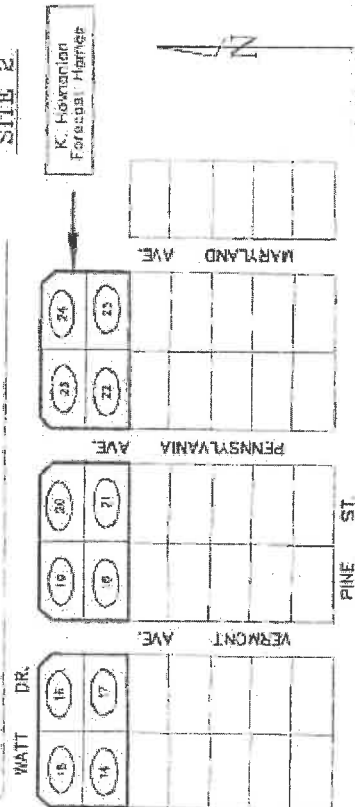
THE LINES AND BOUNDARIES OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE THOSE PARCELS LISTED.

THE MERCEY COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND BOUNDARIES OF SUCH LOTS OR PARCELS.

AMENDED MAP OF ANNEXATION NO. 1 TO  
MITIGATION AGREEMENT COMMUNITY FACILITIES DISTRICT NO. 2

LOS BANOS UNIFIED SCHOOL DISTRICT  
COUNTY OF MERCED  
STATE OF CALIFORNIA

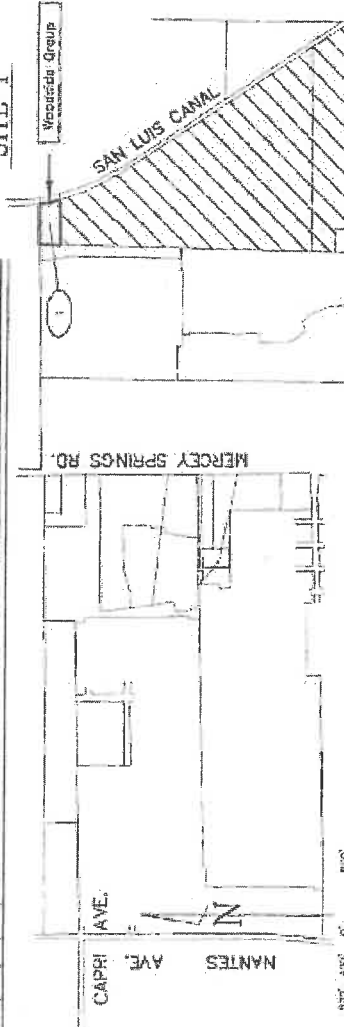
SITE 2



K. Hovantian  
Foreclosures Harbinger

MAP REF. NO.	ASSASSOR'S PARCEL NO.	SITE NO.
13	037-011-020	7
14	037-011-021	
15	037-011-022	
16	037-011-023	
17	037-011-024	
18	037-011-025	
19	037-011-026	
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21	037-011-028	
22	037-011-029	
23	037-011-030	
24	037-011-031	

SITE 1

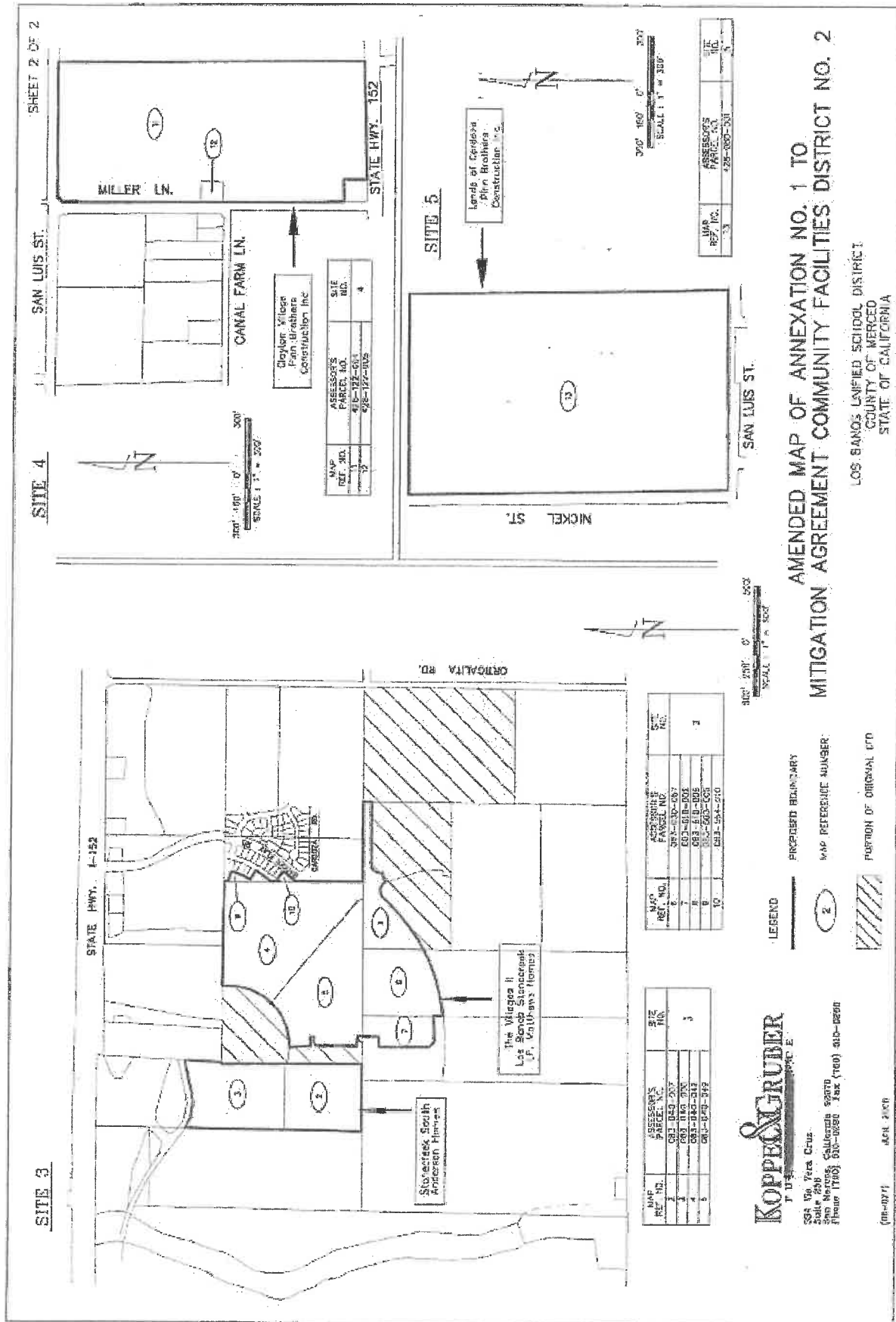


MAP REF. NO.	ASSASSOR'S PARCEL NO.	SITE NO.
1	037-120-004	

**KOPPEL & GRUBER**  
P L L C  
224 1/2 Park Camp  
Suite 200  
San Antonio, California 92076  
Phone (760) 810-0292 Fax (760) 510-1288

(60-027) JUNE 2006

Book 13 Page 2



Book 13 Page 3

**ATTACHMENT 3**  
**RATE AND METHOD OF APPORTIONMENT**  
**FOR CFD No. 2**

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**RATE, METHOD OF APPORTIONMENT  
AND MANNER OF COLLECTION OF SPECIAL TAXES FOR  
LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2 (MITIGATION AGREEMENT)**

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

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

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

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

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

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

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

"County" means the County of Merced, California.

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

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

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

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

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

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

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

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

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

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

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

## II. ANNUAL TAXES.

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

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

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

B. Annual Escalation. Each Special Tax Rate described in paragraph A above is subject to annual increase, prior to its application to any specific Parcel or

Residential Unit, of the greater of: (1) the change in the Construction Cost Index (CCI) set forth in the Engineering News Record ("ENR") for the California Region – All Construction (consisting of the total average CCI of the cities of Los Angeles, San Francisco, and any other cities or areas added to the list of ENR California cities) if available; or (2) the rate of increase on the District's school impact fee authorized by Government Code Section 65995 to be applied and increased on an annual basis. In the event that the increase is based on Government Code Section 65995, then the annual rate of increase shall be based on the change in the Class B construction cost index, as maintained by the State Allocation Board, for the previous one year period, converted to an annual rate of increase. Once the Special Tax Rate is assigned to any specific Parcel or Residential Unit, the escalation process defined immediately above shall cease and instead, such Special Tax Rate shall be subject to annual increases of not-to-exceed two percent (2.0%), compounded.

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

### III. ANNEXATION PARCELS.

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

### IV. EXEMPT PROPERTY.

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

1. In accordance with Government Code Section 53340.1, if the public agency owning Governmental Property, including property held in trust for any beneficiary, grants a leasehold or other possessory interest in the property to a nonexempt person or entity after August 1, 2005, the Special Taxes shall, notwithstanding Government Code Section 53340(c), be levied on the leasehold or possessory interest and shall be payable by the owner of the leasehold or possessory interest.
2. In accordance with Government Code Section 53317.3, if property not otherwise exempt from the Special Taxes levied pursuant to this formula is acquired by a public entity through a negotiated transaction, or by gift or devise, the Special Taxes shall, notwithstanding Government Code Section 53340(c), continue to



be levied on the property acquired and shall be enforceable against the public entity that acquired the property.

3. In accordance with Government Code Section 53317.5, if property subject to a Special Tax levied pursuant to this formula is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Taxes shall be treated as if it were a special annual assessment. For this purpose, the present value of the obligation to pay the Special Taxes to pay the principal and interest on any indebtedness incurred by the District prior to the date of apportionment determined pursuant to Section 5082 of the Revenue and Taxation Code shall be treated the same as a fixed lien special assessment.

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

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

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

#### VI. APPEALS AND INTERPRETATION PROCEDURE.

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

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

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

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

**VIII. PREPAYMENT OF TAX.**

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

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

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

P = Prepayment Amount

PVT = Present Value of Special Taxes

F = Fees

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

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

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

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

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

**IX. CLAIMS FOR REFUND.**

All claims for refund of Special Taxes collected on behalf of the CFD No. 2 shall be filed with the Superintendent of the District no later than one year after the date the Special Tax was due and payable to the County or the District as applicable. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the Board as a prerequisite to the claimant's bringing suit thereon. Pursuant to Government Code Section 935(b), the claim shall be subject to the provisions of Government Code Sections 945.6 and 946.

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

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

**ATTACHMENT 4**  
**FY 2017/18 SPECIAL TAX ROLL**

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A list of the parcels and CFD No. 2 Special Taxes submitted to the County for FY 2017/18 is provided on the following pages.



LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2  
FISCAL YEAR 2017/18 TAX ROLL

APN	Tax Class	Levy
027-011-017-000	Single Family Dwelling	\$ 466.32
027-011-018-000	Single Family Dwelling	\$ 466.32
027-011-019-000	Single Family Dwelling	\$ 466.32
027-011-020-000	Single Family Dwelling	\$ 466.32
027-012-013-000	Single Family Dwelling	\$ 466.32
027-012-014-000	Single Family Dwelling	\$ 466.32
027-012-015-000	Single Family Dwelling	\$ 466.32
027-012-016-000	Single Family Dwelling	\$ 466.32
027-013-011-000	Single Family Dwelling	\$ 466.32
027-013-012-000	Single Family Dwelling	\$ 466.32
027-013-013-000	Single Family Dwelling	\$ 466.32
027-013-014-000	Single Family Dwelling	\$ 466.32
081-180-005-000	Single Family Dwelling	\$ 543.92
081-180-006-000	Single Family Dwelling	\$ 543.92
081-180-007-000	Single Family Dwelling	\$ 543.92
081-180-008-000	Single Family Dwelling	\$ 543.92
081-180-009-000	Single Family Dwelling	\$ 543.92
081-180-047-000	Single Family Dwelling	\$ 543.92
081-180-048-000	Single Family Dwelling	\$ 543.92
081-180-049-000	Single Family Dwelling	\$ 543.92
430-021-001-000	Single Family Dwelling	\$ 543.92
430-021-002-000	Single Family Dwelling	\$ 531.32
430-021-003-000	Single Family Dwelling	\$ 543.92
430-022-001-000	Single Family Dwelling	\$ 531.32
430-022-003-000	Single Family Dwelling	\$ 543.92
430-022-004-000	Single Family Dwelling	\$ 543.92
430-022-005-000	Single Family Dwelling	\$ 543.92
430-022-006-000	Single Family Dwelling	\$ 543.92
430-022-007-000	Single Family Dwelling	\$ 543.92
430-023-014-000	Single Family Dwelling	\$ 543.92



LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2  
FISCAL YEAR 2017/18 TAX ROLL

APN	Tax Class	Levy
430-023-015-000	Single Family Dwelling	\$ 543.92
430-023-016-000	Single Family Dwelling	\$ 543.92
430-023-017-000	Single Family Dwelling	\$ 466.32
430-024-001-000	Single Family Dwelling	\$ 543.92
430-024-002-000	Single Family Dwelling	\$ 466.32
430-024-003-000	Single Family Dwelling	\$ 466.32
430-024-004-000	Single Family Dwelling	\$ 465.94
430-024-005-000	Single Family Dwelling	\$ 466.32
430-024-006-000	Single Family Dwelling	\$ 465.94
430-024-007-000	Single Family Dwelling	\$ 466.32
430-024-008-000	Single Family Dwelling	\$ 466.32
430-024-009-000	Single Family Dwelling	\$ 466.32
430-024-010-000	Single Family Dwelling	\$ 543.92
430-024-011-000	Single Family Dwelling	\$ 543.92
430-024-012-000	Single Family Dwelling	\$ 543.92
430-024-013-000	Single Family Dwelling	\$ 543.92
430-024-014-000	Single Family Dwelling	\$ 543.92
430-024-015-000	Single Family Dwelling	\$ 543.92
430-025-020-000	Single Family Dwelling	\$ 466.32
430-025-021-000	Single Family Dwelling	\$ 466.32
430-031-006-000	Single Family Dwelling	\$ 465.94
430-031-007-000	Single Family Dwelling	\$ 465.94
430-031-008-000	Single Family Dwelling	\$ 466.32
430-031-009-000	Single Family Dwelling	\$ 465.94
430-031-010-000	Single Family Dwelling	\$ 531.32
430-031-011-000	Single Family Dwelling	\$ 531.32
430-031-012-000	Single Family Dwelling	\$ 531.32
430-031-013-000	Single Family Dwelling	\$ 531.32
430-031-014-000	Single Family Dwelling	\$ 531.32
430-031-015-000	Single Family Dwelling	\$ 531.32



LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2  
FISCAL YEAR 2017/18 TAX ROLL

APN	Tax Class	Levy
430-031-016-000	Single Family Dwelling	\$ 531.32
430-031-018-000	Single Family Dwelling	\$ 466.32
430-031-021-000	Single Family Dwelling	\$ 531.32
430-032-014-000	Single Family Dwelling	\$ 531.32
430-032-015-000	Single Family Dwelling	\$ 531.32
430-032-016-000	Single Family Dwelling	\$ 531.32
430-032-017-000	Single Family Dwelling	\$ 531.32
430-032-018-000	Single Family Dwelling	\$ 531.32
430-032-019-000	Single Family Dwelling	\$ 531.32
430-032-020-000	Single Family Dwelling	\$ 543.92
430-032-021-000	Single Family Dwelling	\$ 543.92
430-032-022-000	Single Family Dwelling	\$ 543.92
430-032-023-000	Single Family Dwelling	\$ 543.92
430-032-030-000	Single Family Dwelling	\$ 531.32
430-032-031-000	Single Family Dwelling	\$ 531.32
430-032-032-000	Single Family Dwelling	\$ 531.32
430-035-001-000	Single Family Dwelling	\$ 543.92
430-035-002-000	Single Family Dwelling	\$ 543.92
430-035-004-000	Single Family Dwelling	\$ 466.32
430-035-005-000	Single Family Dwelling	\$ 543.92
430-035-007-000	Single Family Dwelling	\$ 466.32
430-035-008-000	Single Family Dwelling	\$ 466.32
430-035-009-000	Single Family Dwelling	\$ 466.32
430-035-010-000	Single Family Dwelling	\$ 466.32
430-035-011-000	Single Family Dwelling	\$ 466.32
430-036-001-000	Single Family Dwelling	\$ 531.32
430-071-011-000	Single Family Dwelling	\$ 543.92
430-071-012-000	Single Family Dwelling	\$ 543.92
430-071-014-000	Single Family Dwelling	\$ 543.92
430-071-015-000	Single Family Dwelling	\$ 543.92



LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2  
FISCAL YEAR 2017/18 TAX ROLL

APN	Tax Class	Levy
430-071-016-000	Single Family Dwelling	\$ 543.92
430-071-017-000	Single Family Dwelling	\$ 543.92
430-071-019-000	Single Family Dwelling	\$ 543.92
430-071-020-000	Single Family Dwelling	\$ 543.92
430-071-021-000	Single Family Dwelling	\$ 543.92
430-071-022-000	Single Family Dwelling	\$ 543.92
430-071-023-000	Single Family Dwelling	\$ 543.92
430-081-001-000	Single Family Dwelling	\$ 531.32
430-081-002-000	Single Family Dwelling	\$ 531.32
430-081-003-000	Single Family Dwelling	\$ 466.32
430-081-004-000	Single Family Dwelling	\$ 466.32
430-081-005-000	Single Family Dwelling	\$ 466.32
430-081-006-000	Single Family Dwelling	\$ 466.32
430-081-007-000	Single Family Dwelling	\$ 466.32
430-081-008-000	Single Family Dwelling	\$ 466.32
430-081-009-000	Single Family Dwelling	\$ 466.32
430-081-011-000	Single Family Dwelling	\$ 527.24
430-081-012-000	Single Family Dwelling	\$ 527.24
430-081-013-000	Single Family Dwelling	\$ 527.24
430-081-014-000	Single Family Dwelling	\$ 527.24
430-081-015-000	Single Family Dwelling	\$ 527.24
430-081-016-000	Single Family Dwelling	\$ 527.24
430-081-018-000	Single Family Dwelling	\$ 527.24
430-081-019-000	Single Family Dwelling	\$ 527.24
430-081-020-000	Single Family Dwelling	\$ 543.92
430-081-021-000	Single Family Dwelling	\$ 543.92
430-081-022-000	Single Family Dwelling	\$ 531.32
430-081-023-000	Single Family Dwelling	\$ 531.32
430-081-024-000	Single Family Dwelling	\$ 466.32
430-081-025-000	Single Family Dwelling	\$ 466.32





LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2  
FISCAL YEAR 2017/18 TAX ROLL

APN	Tax Class	Levy
430-081-026-000	Single Family Dwelling	\$ 466.32
430-081-027-000	Single Family Dwelling	\$ 543.92
430-081-028-000	Single Family Dwelling	\$ 531.32
430-081-029-000	Single Family Dwelling	\$ 531.32
430-081-030-000	Single Family Dwelling	\$ 531.32
430-081-031-000	Single Family Dwelling	\$ 531.32
430-081-032-000	Single Family Dwelling	\$ 531.32
430-081-033-000	Single Family Dwelling	\$ 531.32
430-082-001-000	Single Family Dwelling	\$ 543.92
430-082-002-000	Single Family Dwelling	\$ 543.92
430-082-003-000	Single Family Dwelling	\$ 531.32
430-082-004-000	Single Family Dwelling	\$ 543.92
430-082-005-000	Single Family Dwelling	\$ 465.94
430-082-006-000	Single Family Dwelling	\$ 465.94
430-082-007-000	Single Family Dwelling	\$ 465.94
430-082-008-000	Single Family Dwelling	\$ 465.94
430-082-009-000	Single Family Dwelling	\$ 465.94
430-082-010-000	Single Family Dwelling	\$ 543.92
430-083-001-000	Single Family Dwelling	\$ 531.32
430-083-002-000	Single Family Dwelling	\$ 531.32
430-083-003-000	Single Family Dwelling	\$ 531.32
430-083-004-000	Single Family Dwelling	\$ 531.32
430-083-005-000	Single Family Dwelling	\$ 531.32
430-083-006-000	Single Family Dwelling	\$ 543.92
430-085-001-000	Single Family Dwelling	\$ 543.92
430-085-002-000	Single Family Dwelling	\$ 543.92
430-085-003-000	Single Family Dwelling	\$ 543.92
430-085-004-000	Single Family Dwelling	\$ 543.92
430-085-005-000	Single Family Dwelling	\$ 543.92
430-085-006-000	Single Family Dwelling	\$ 543.92



LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2  
FISCAL YEAR 2017/18 TAX ROLL

APN	Tax Class	Levy
430-091-001-000	Single Family Dwelling	\$ 543.92
430-091-002-000	Single Family Dwelling	\$ 543.92
430-091-003-000	Single Family Dwelling	\$ 543.92
430-091-004-000	Single Family Dwelling	\$ 543.92
430-091-005-000	Single Family Dwelling	\$ 543.92
430-091-006-000	Single Family Dwelling	\$ 543.92
430-091-007-000	Single Family Dwelling	\$ 543.92
430-091-008-000	Single Family Dwelling	\$ 543.92
430-091-009-000	Single Family Dwelling	\$ 543.92
430-091-010-000	Single Family Dwelling	\$ 543.92
430-101-001-000	Single Family Dwelling	\$ 531.32
430-101-002-000	Single Family Dwelling	\$ 531.32
430-101-003-000	Single Family Dwelling	\$ 531.32
430-101-005-000	Single Family Dwelling	\$ 543.92
430-101-006-000	Single Family Dwelling	\$ 543.92
430-101-007-000	Single Family Dwelling	\$ 543.92
430-101-008-000	Single Family Dwelling	\$ 543.92
430-101-009-000	Single Family Dwelling	\$ 543.92
430-101-010-000	Single Family Dwelling	\$ 543.92
430-101-011-000	Single Family Dwelling	\$ 543.92
430-101-012-000	Single Family Dwelling	\$ 543.92
430-101-013-000	Single Family Dwelling	\$ 543.92
430-101-014-000	Single Family Dwelling	\$ 543.92
430-101-015-000	Single Family Dwelling	\$ 543.92
430-101-016-000	Single Family Dwelling	\$ 543.92
430-101-017-000	Single Family Dwelling	\$ 543.92
430-101-018-000	Single Family Dwelling	\$ 543.92
430-101-019-000	Single Family Dwelling	\$ 543.92
430-101-020-000	Single Family Dwelling	\$ 531.32
430-101-021-000	Single Family Dwelling	\$ 531.32



LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2  
FISCAL YEAR 2017/18 TAX ROLL

APN	Tax Class	Levy
430-101-022-000	Single Family Dwelling	\$ 531.32
430-101-023-000	Single Family Dwelling	\$ 543.92
430-102-001-000	Single Family Dwelling	\$ 531.32
430-102-002-000	Single Family Dwelling	\$ 531.32
430-102-003-000	Single Family Dwelling	\$ 531.32
430-102-004-000	Single Family Dwelling	\$ 531.32
430-102-005-000	Single Family Dwelling	\$ 543.92
430-102-006-000	Single Family Dwelling	\$ 543.92
430-102-007-000	Single Family Dwelling	\$ 543.92
430-102-008-000	Single Family Dwelling	\$ 543.92
430-102-009-000	Single Family Dwelling	\$ 543.92
430-102-012-000	Single Family Dwelling	\$ 543.92
430-102-013-000	Single Family Dwelling	\$ 543.92
430-102-014-000	Single Family Dwelling	\$ 543.92
430-102-015-000	Single Family Dwelling	\$ 543.92
430-102-016-000	Single Family Dwelling	\$ 543.92
430-102-017-000	Single Family Dwelling	\$ 543.92
430-102-018-000	Single Family Dwelling	\$ 543.92
430-102-019-000	Single Family Dwelling	\$ 543.92
430-102-020-000	Single Family Dwelling	\$ 543.92
430-102-021-000	Single Family Dwelling	\$ 543.92
430-102-022-000	Single Family Dwelling	\$ 543.92
430-110-085-000	Single Family Dwelling	\$ 543.92
430-110-086-000	Single Family Dwelling	\$ 543.92
430-110-087-000	Single Family Dwelling	\$ 543.92
430-110-088-000	Single Family Dwelling	\$ 543.92
430-110-089-000	Single Family Dwelling	\$ 543.92
430-110-090-000	Single Family Dwelling	\$ 543.92
430-110-091-000	Single Family Dwelling	\$ 543.92
430-110-092-000	Single Family Dwelling	\$ 543.92



**LOS BANOS UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2  
FISCAL YEAR 2017/18 TAX ROLL**

<b>APN</b>	<b>Tax Class</b>	<b>Levy</b>
430-120-001-000	Single Family Dwelling	\$ 543.92
430-120-002-000	Single Family Dwelling	\$ 543.92
430-120-003-000	Single Family Dwelling	\$ 543.92
430-120-004-000	Single Family Dwelling	\$ 543.92
430-120-005-000	Single Family Dwelling	\$ 543.92
430-120-006-000	Single Family Dwelling	\$ 543.92
430-120-007-000	Single Family Dwelling	\$ 543.92
430-120-008-000	Single Family Dwelling	\$ 543.92
430-120-009-000	Single Family Dwelling	\$ 543.92
430-120-037-000	Single Family Dwelling	\$ 543.92
430-120-038-000	Single Family Dwelling	\$ 543.92
430-120-039-000	Single Family Dwelling	\$ 543.92
430-120-040-000	Single Family Dwelling	\$ 543.92
430-120-041-000	Single Family Dwelling	\$ 543.92
430-120-042-000	Single Family Dwelling	\$ 543.92
430-120-055-000	Single Family Dwelling	\$ 543.92
430-120-056-000	Single Family Dwelling	\$ 543.92
430-120-057-000	Single Family Dwelling	\$ 543.92
430-120-058-000	Single Family Dwelling	\$ 543.92
430-120-059-000	Single Family Dwelling	\$ 543.92
430-120-060-000	Single Family Dwelling	\$ 543.92
430-120-061-000	Single Family Dwelling	\$ 543.92
430-120-066-000	Single Family Dwelling	\$ 543.92
430-120-067-000	Single Family Dwelling	\$ 543.92
430-120-068-000	Single Family Dwelling	\$ 543.92
430-120-069-000	Single Family Dwelling	\$ 543.92
430-120-070-000	Single Family Dwelling	\$ 543.92
430-120-071-000	Single Family Dwelling	\$ 543.92
<b>Total Levy</b>		<b>\$ 124,933.72</b>
<b>Total Parcel Count</b>		<b>238</b>

## Board Reference Material

**SUBJECT TITLE:**            Annual Report - Developer Fee Collection

**REQUESTED ACTION:** Receive Annual Report

Action \_\_\_\_\_                      Discussion/Information   X  

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**RECOMMENDATION:**

In accordance with Government Code § 66006, an annual report of developer fees collected, interest earned, and expenditures for the fiscal year must be made available to the public within 180 days of the close of the fiscal year. The Board will receive this information at the October 12, 2017, Board meeting. At the first regularly-scheduled meeting occurring 15 days after this information is made available to the public, the Board must review this information. This will be at the November 9, 2017 meeting.

**BACKGROUND INFORMATION:**

The District began collecting Developer Fees in February 1987. Prior to that time school construction for new student growth projects statewide was primarily funded by State and Local General Obligation Bonds. Since then new development could be assessed a fee to help offset the additional costs incurred by a school district due to the impact of development projects. Currently, the statutory fee is \$3.48 for residential construction and \$0.56 for commercial/industrial construction.

On July 14, 2000, the District approved a "Level II" fee provided for by SB50. That fee was set at \$3.08. The Level II fee has been updated each year since, and the current rate is \$5.34 per square foot for residential development. Attached is a statement of revenue and expenditures of the Capital Facility Fund since its inception in 1987.

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

This report is informational in nature and does not support a specific Board goal.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

Information item only.

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ORIGINATOR: Mark Marshall, Superintendent

Date: October 12, 2017.

**LOS BANOS UNIFIED SCHOOL DISTRICT**  
**1717 South Eleventh Street**  
**Los Banos, California 93635**

**ANNUAL REPORT**  
**LOS BANOS CAPITAL FACILITIES FUND**  
**(DEVELOPER FEES)**

For the Fiscal year July 1, 2016 Through June 30, 2017

Summary of the Unaudited Data as of August 31, 2017

July 1, 2016	Beginning Balance	\$	2,966,777
	Residential Fees Collected	\$	2,387,268
	Commerical Fees Collected	\$	2,706
	Interest Earnings	\$	25,364
	Local Revenue	\$	199,757
	Transfers In	\$	-
	Total Revenue	\$	2,615,095
	Contracted Services	\$	116,086
	Fee Collection Expense	\$	-
	Rentals	\$	-
	Legal Fees	\$	35,941
	Site Improvements	\$	45,447
	Building Improvements	\$	611,001
	Equipment	\$	287,864
	Building Lease/Purchase	\$	748,835
	Transfers Out	\$	-
	Total Expenditure	\$	1,845,173
June 30, 2017	Ending Balance	\$	3,736,699

Note: No unexpended or uncommitted fees remain in the account which were deposited five or more years prior to June 30, 2014.

# Developer Fee Financial History

	86-87	87-88	88-89	89-90	90-91	91-92	92-93	93-94	94-95
BEGINNING BALANCE	\$0.00	\$9,580.07	\$114,676.07	\$816,043.07	\$1,886,722.65	\$606,638.75	\$1,009,209.55	\$1,743,844.35	\$1,349,492.56
RESIDENTIAL FEES	\$9,503.00	\$166,970.00	\$963,435.00	\$1,776,251.96	\$355,303.09	\$774,020.81	\$1,257,101.93	\$786,206.06	\$640,587.37
COMMERCIAL FEES			\$21,559.20	\$8,487.96	\$1,756.04	\$15,569.17	\$32,387.58	\$14,212.24	\$34,708.76
INTEREST	\$77.07	\$2,364.00	\$22,360.00	\$116,369.74	\$69,905.40	\$31,658.59	\$44,340.01	\$44,881.18	\$431,921.93
PROCEEDS FROM COPS									
PROCEEDS FROM LEASES									
OTHER LOCAL REVENUE									
TRANSFERS IN									
<b>TOTAL REVENUE</b>	\$9,580.07	\$169,334.00	\$985,795.00	\$1,914,180.90	\$433,696.45	\$807,435.44	\$1,317,011.11	\$863,474.82	\$1,121,430.30
CONTRACT SERVICES			\$189.00	\$4,187.52	\$26,604.78	\$37,037.58	\$27,354.40	\$141,195.72	\$599,848.34
FEE COLLECTION EXPENSE									
RENTALS									
LEGAL				\$5,132.08	\$34,710.65	\$4,092.14	\$341,949.55	\$371,434.73	\$116,249.65
SITE IMPROVEMENTS				\$3,094.81	\$2,063.20		\$5,865.68	\$8,440.51	\$13,499.52
BUILDING IMPROVEMENTS				\$164,269.08	\$219,287.97	\$29,643.97		\$434,948.59	\$264,381.18
EQUIPMENT		\$64,238.00	\$284,239.00	\$564,846.98	\$1,370,511.46	\$302,122.55	\$123,157.57	\$106,260.56	\$403,364.31
BUILDING LEASE/PURCHASE				\$101,970.85	\$60,602.29	\$31,968.40	\$84,049.11	\$149,383.29	\$75,935.52
TRANSFERS OUT								\$46,163.21	\$179,789.09
<b>TOTAL EXPENDITURES</b>	\$0.00	\$64,238.00	\$284,428.00	\$843,501.32	\$1,713,780.35	\$404,864.64	\$582,376.31	\$1,257,826.61	\$1,655,067.61
<b>ENDING BALANCE</b>	\$9,580.07	\$114,676.07	\$816,043.07	\$1,886,722.65	\$606,638.75	\$1,009,209.55	\$1,743,844.35	\$1,349,492.56	\$815,855.25

# Developer Fee Financial History

	95-96	96-97	97-98*	98-99	99-00	00-01	01-02	02-03	03-04
BEGINNING BALANCE	\$815,855.25	\$974,856.63	\$75,618.01	\$77,572.19	\$61,019.30	\$246,480.79	\$1,830,188.23	\$1,739,063.81	\$3,702,899.65
RESIDENTIAL FEES	\$618,541.13	\$651,117.62	\$1,042,890.28	\$1,247,516.64	\$1,726,785.84	\$3,295,756.24	\$1,999,582.17	\$3,686,719.52	\$4,648,007.65
COMMERCIAL FEES	\$2,739.24	\$4,941.60	\$6,822.90	\$1,174.42	\$4,411.17	\$42,435.98	\$ 39,256.81	\$ 76,823.34	\$ 18,953.98
INTEREST	\$17,140.71	\$15,106.76	\$8,598.00	\$9,788.58	\$9,903.93	\$88,552.23	\$47,240.36	\$61,671.21	\$ 118,082.11
PROCEEDS FROM COPS									
PROCEEDS FROM LEASES	\$198,804.65								
OTHER LOCAL REVENUE									
TRANSFERS IN	\$932,074.85	\$400,000.00	\$12,692.00	\$99,000.00				\$140,000.00	\$25,645.46
<b>TOTAL REVENUE</b>	<b>\$1,769,300.58</b>	<b>\$1,071,165.98</b>	<b>\$1,071,003.18</b>	<b>\$1,357,479.64</b>	<b>\$1,741,100.94</b>	<b>\$3,426,744.45</b>	<b>\$2,086,079.34</b>	<b>\$3,965,214.07</b>	<b>\$4,810,689.20</b>
CONTRACT SERVICES									
FEE COLLECTION EXPENSE	\$422,794.68	\$46,058.39	\$38,808.95	\$25,645.00	\$74,711.03	\$197,751.40	\$203,655.64	\$180,628.02	\$98,531.37
RENTALS	\$87,885.21	\$20,683.99	\$27,724.70	\$25,434.82	\$24,750.54	\$22,966.40	\$24,742.00	\$22,742.72	\$25,094.82
LEGAL		\$2,349.15	\$5,532.95		\$576.76	\$19,928.93	\$1,804.86	\$32,173.74	\$80,904.29
SITE IMPROVEMENTS	\$278,006.88	\$1,470,921.01	\$520,976.62	\$195,345.61	\$18,555.51	\$466.86	\$350.00	\$1,575.00	\$1,150.00
BUILDING IMPROVEMENTS	\$274,007.63	\$47,129.01	\$13,404.97	\$405,377.86	\$288,838.14	\$269,280.20	(\$158,011.59)	\$593,852.95	\$155,050.23
EQUIPMENT	\$42,814.16	\$83,318.86	\$17,100.81	\$65,498.89	\$103,959.42	\$104,890.15	\$36,129.81	\$191,927.29	\$141,323.83
BUILDING LEASE/PURCHASE	\$249,746.64	\$299,944.19	\$445,500.00	\$656,730.35	\$656,630.05	\$613,956.94	\$616,500.14	\$729,186.25	\$327,353.41
TRANSFERS OUT	\$255,044.00				\$387,618.00	\$613,796.13	\$1,452,032.90	\$249,292.26	\$195,365.63
<b>TOTAL EXPENDITURES</b>	<b>\$1,610,299.20</b>	<b>\$1,970,404.60</b>	<b>\$1,069,049.00</b>	<b>\$1,374,032.53</b>	<b>\$1,555,639.45</b>	<b>\$1,843,037.01</b>	<b>\$2,177,203.76</b>	<b>\$2,001,378.23</b>	<b>\$1,024,773.58</b>
<b>ENDING BALANCE</b>	<b>\$974,856.63</b>	<b>\$75,618.01</b>	<b>\$77,572.19</b>	<b>\$61,019.30</b>	<b>\$246,480.79</b>	<b>\$1,830,188.23</b>	<b>\$1,739,063.81</b>	<b>\$3,702,899.65</b>	<b>\$7,488,815.27</b>



# Developer Fee Financial History

	04-05	05-06	06-07	07-08	08-09	09-10	10-11
BEGINNING BALANCE	\$7,488,815.27	\$12,629,665.35	\$17,425,397.61	\$18,272,346.23	\$15,851,379.73	\$11,098,757.53	\$10,568,213.64
RESIDENTIAL FEES	\$6,161,243.01	\$5,381,711.59	\$1,940,494.61	\$ 998,888.82	\$ 41,873.23	\$ 292,700.00	\$ 120,432.56
COMMERCIAL FEES	\$ 22,046.04	\$ 221,039.90	\$ 13,602.12	\$ 138,398.64	\$ 20,661.67	\$ 1,808.09	\$ 53,387.77
INTEREST	\$224,302.53	\$519,352.77	\$802,324.46	\$395,833.34	\$254,448.44	\$144,914.15	\$95,524.61
PROCEEDS FROM COPS							
PROCEEDS FROM LEASES				\$510,720.00		\$5,798.30	
OTHER LOCAL REVENUE							
TRANSFERS IN	\$2,101.87	\$0.00	\$0.00	\$0.00	\$127,678.40	\$1,874,870.07	\$1,299.06
<b>TOTAL REVENUE</b>	\$6,409,693.45	\$6,122,104.26	\$2,756,421.19	\$2,043,840.80	\$444,661.74	\$2,320,090.61	\$270,644.00
CONTRACT SERVICES	\$189,523.23	\$220,323.74	\$323,457.57	\$588,827.47	\$361,280.58	\$276,495.16	\$192,137.85
FEE COLLECTION EXPENSE	\$28,570.29	\$0.00	\$0.00	\$0.00	\$3,494.80	\$457.12	\$1,496.64
RENTALS				\$11,770.66	\$0.00	\$0.00	\$450.00
LEGAL	\$97,159.00	\$68,496.68	\$55,535.92	\$1,756.63	\$11,594.70	\$52,514.01	\$58,185.04
SITE IMPROVEMENTS		\$61,800.00	\$196,509.55	\$149,498.90	\$3,606,719.53	\$748,785.10	\$75,155.50
BUILDING IMPROVEMENTS	\$343,879.88	\$516,429.45	\$645,753.68	\$3,319,522.26	(\$134,598.88)	\$341,013.77	\$1,485,592.69
EQUIPMENT	\$138,341.93	\$110,534.26	\$111,779.67	\$85,440.83	\$848,808.54	\$900,467.47	\$315,156.06
BUILDING LEASE/PURCHASE	\$327,353.41	\$303,787.87	\$344,991.00	\$304,990.55	\$499,984.67	\$498,094.05	\$876,769.20
TRANSFERS OUT	\$144,015.63	\$45,000.00	\$231,445.18	\$0.00	\$0.00	\$32,807.82	\$668,062.80
<b>TOTAL EXPENDITURES</b>	\$1,268,843.37	\$1,326,372.00	\$1,909,472.57	\$4,464,807.30	\$5,197,283.94	\$2,850,634.50	\$3,673,005.78
<b>ENDING BALANCE</b>	\$12,629,665.35	\$17,425,397.61	\$18,272,346.23	\$15,851,379.73	\$11,098,757.53	\$10,568,213.64	\$7,165,851.86

# Developer Fee Financial History

	11-12	12-13	13-14	14-15	15-16	16-17	TOTAL
<b>BEGINNING BALANCE</b>	\$7,165,851.86	\$5,276,344.89	\$3,184,356.97	\$1,609,240.08	\$3,239,936.75	\$2,966,776.95	
<b>RESIDENTIAL FEES</b>	\$ 16,957.50	\$ 22,789.77	\$ 257,056.23	\$ 900,365.21	\$ 1,428,425.36	\$ 2,387,268.36	\$45,596,502.56
<b>COMMERCIAL FEES</b>	\$ 21,433.87	\$ 49,032.93	\$ 13,359.96	\$ 9,248.58	\$ 9,246.96	\$ 2,705.92	\$867,504.08
<b>INTEREST</b>	\$48,928.22	\$34,636.43	\$10,752.77	\$14,424.66	\$21,572.95	\$25,363.75	\$3,335,127.72
<b>PROCEEDS FROM COPS</b>							\$431,921.93
<b>PROCEEDS FROM LEASES</b>							\$715,322.95
<b>OTHER LOCAL REVENUE</b>	\$15,928.31	\$0.00	\$1,890.06	\$25,076.48	\$0.00	\$199,757.16	\$243,951.07
<b>TRANSFERS IN</b>				\$2,317,124.00	\$0.00		\$5,931,186.65
<b>TOTAL REVENUE</b>	\$103,247.90	\$106,459.13	\$283,059.02	\$3,266,238.93	\$1,459,245.27	\$2,615,095.19	\$57,121,516.96
<b>CONTRACT SERVICES</b>	\$94,688.74	\$86,988.44	\$64,041.22	\$44,029.00	\$49,645.70	\$116,085.75	\$4,732,526.27
<b>FEE COLLECTION EXPENSE</b>	\$173.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$129,737.79
<b>RENTALS</b>	\$5,914.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,080,183.16
<b>LEGAL</b>	\$336,891.53	\$0.00	\$38,614.57	\$8,316.38	\$3,980.64	\$35,940.69	\$945,220.19
<b>SITE IMPROVEMENTS</b>	\$647,253.94	\$1,524,470.00	\$17,731.00	\$4,000.00	\$0.00	\$45,446.80	\$10,677,248.60
<b>BUILDING IMPROVEMENTS</b>	\$414,908.54	\$102,606.24	\$569,258.04	\$99,422.06	\$175,444.21	\$611,000.52	\$13,597,902.29
<b>EQUIPMENT</b>	\$162,158.76	\$219,741.82	\$202,155.45	\$173,886.69	\$756,799.52	\$287,864.30	\$5,607,007.98
<b>BUILDING LEASE/PURCHASE</b>	\$330,765.92	\$264,640.55	\$966,375.63	\$1,305,888.13	\$746,535.00	\$748,835.00	\$12,340,511.25
<b>TRANSFERS OUT</b>							\$4,274,480.35
<b>TOTAL EXPENDITURES</b>	\$1,992,754.87	\$2,198,447.05	\$1,858,175.91	\$1,635,542.26	\$1,732,405.07	\$1,845,173.06	\$53,384,817.88
<b>ENDING BALANCE</b>	\$5,276,344.89	\$3,184,356.97	\$1,609,240.08	\$3,239,936.75	\$2,966,776.95	\$3,736,699.08	\$3,736,699.08



# Merced County Office of Education

Steve M. Tietjen, Ed.D., Superintendent



Equal Opportunity Employer

## MCSBA Annual Dues Statement

September 6, 2017

**TO:** District Superintendents  
Board Presidents

**FROM:** MCSBA Executive Board

**RE:** 2017-2018 Dues Statement

Amount is based on the current P-Annual ADA figure for your district. Please place this item on the agenda for your next board meeting.

Please make your district checks payable to: **Merced County School Board Association, MCSBA**. We are **unable to accept Purchase Orders or checks made out to MCOE**. Please return a completed copy of the attached statement with your payment. All payments should be made by October 6, 2017.

**Name of School District:** Los Banos Unified School District

School District Enrollment	Amount Due
000 - 1000	75.00
000 - 1000	100.00
1001 - 2000	125.00
2001 - 3000	150.00
3001 - 4000	175.00
4001 - 5000	200.00
5001 - 6000	225.00
6001 - 7000	250.00
7001 - 8000	275.00
8001 - 9000	300.00
<b>9001 - 10000</b>	<b>325.00</b>
10001 - 11000	350.00
11001 - 12000	375.00
12001 - 13000	400.00
13001 - 14000	425.00
14001 - 15000	450.00

Please make warrant payable to: **Merced County School Boards Association (MCSBA)**  
**(No Purchase Orders please)**

Mail to: Merced County Office of Education  
Attn: Ceci Perez  
632 West 13th Street

632 West 13<sup>th</sup> Street • Merced, California 95341 • (209) 381-6600 • www.mcoe.org

## Board Reference Material

**SUBJECT TITLE:** Williams Quarterly Complaint Report Summary

**REQUESTED ACTION:** Approve

Action   X  

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

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**RECOMMENDATION:**

It is recommended that the Board approve the July – September 2017 complaint summary as submitted.

**BACKGROUND INFORMATION:**

Education Code 35186 requires a school district to report summarized data on the nature and resolution of all Williams Complaints on a quarterly basis to the County Superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

The general complaint summary areas include Textbooks & Instructional Materials, Facilities, and Teacher Vacancy & Misassignments. At this time, there are no pending complaints with the district.

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

Compliance in Nature

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

**SPECIFIC FINANCIAL IMPACT:**

None

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ORIGINATOR: Paula Mastrangelo, Assistant Superintendent Elementary Education

DATE: October 12, 2017

Quarterly Uniform Complaint Report Summary for Submission to Merced County Office of Education													
Quarter Covered by this Report		____ January to March		____ April to June		X July to September		____ October to December		2017			
Textbooks & Instructional Materials: <i>Enter zero in any cell that does not apply.</i>				Facilities:				Teacher Vacancy & Misassignment				Totals	
# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints resolved	# of complaints unresolved
0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submitted by:		Paula Mastrangelo											
Title:		Assistant Superintendent											
School District:		Los Banos Unified											
Telephone:		209-826-3801 extension 7007											
PLEASE RETURN VIA E-MAIL TO: Heather Woody - Merced County Office of Education - hwoody@mcocoe.org													

**Board Reference Material**

**SUBJECT TITLE:**     **Revised Salary Schedule**

**REQUESTED ACTION:**   **Approve**

                  Action   X  

  Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the addition of a Classified Management – Administrative Services salary schedule to the existing salary schedules. The addition includes the following:

- Add an additional salary schedule for a non-certificated Assistant Superintendent
- Add additional range(s) to the current Director/Supervisory Salary Schedule to include Salary Range 37

**BACKGROUND INFORMATION:**

The Assistant Superintendent Administrative Services position is a unique position for a district office. This position does not require that the holder of the position maintain a teaching and an administrative credential, which is required of other Assistant Superintendent positions. Since the Assistant Superintendent Administrative Services position is a classified position, the vacation accrual method Pursuant to Education Code 45197 must be adhered to. Education Code Section 45197 states, “Every public school employer shall grant to regular classified employees an annual vacation at the regular rate of pay earned at the time the vacation is commenced.” These unique circumstances necessitates the additional salary schedule denoting the range(s) for the position.

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None at this time.

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

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources  
Date: October 12, 2017

**LOS BANOS UNIFIED SCHOOL DISTRICT  
DIRECTOR & SUPERVISOR SALARY SCHEDULE**

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



Los Banos Unified School District

Classified Assistant Superintendent Salary Schedule  
2017-2018

Position	Work Days	1	2	3	4	5	10	15	20
Classified Assistant Superintendent	261	\$133,151.00	\$137,673.00	\$142,197.00	\$146,722.00	\$151,245.00	\$154,265.00	\$157,359.00	\$160,508.00

Guidelines for placement:

- Employees on step 1 move to step 2
- Employees on step 2 move to step 3
- Employees on step 3 move to step 4
- Employees on step 4 move to step 5
- Employees who have reached step 5 and who have been frozen for 5 years will move to step 10
- Employees who have reached step 10 and who have been frozen for 5 years will move to step 15
- Employees who have reached step 15 and who have been frozen for 5 years will move to step 20

## Board Reference Material

**SUBJECT TITLE:**            **Second Reading: Board Policy Updates**

**REQUESTED ACTION:**    Adopt

Action      X  

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

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**RECOMMENDATION:**

It is recommended that the Board adopt the following Board Policies as submitted.

**BACKGROUND INFORMATION:**

This is a part of routine policy update and Manual Maintenance program. The following policies address mandated legal changes.

- AR 3516.3 Earthquake Emergency Procedure System-New**
- BP 3515.7 Firearms on School Grounds-New**
- BP/AR 0450 Comprehensive Safety Plan**
- BP/AR 0460 Local Control and Accountability Plan-New**
- BP/AR 5144.1 Suspension and Expulsion/Due Process**
- BP/AR 5145.3 Nondiscrimination/Harassment**
- BP/AR 5145.7 Sexual Harassment**

These policies address mandated legal changes specific to AB 1266. The new law clearly states that a District must have a policy that will specifically address bullying, conduct, positive school climate, suicide prevention, firearms on school grounds and no longer required to include crime reporting procedures. BP/AR 5145.3 and BP/AR 5145.7 will have updates to an existing policy. BP/AR 5144.1 reflects the amendment of AB420. BP/AR 0460, BP 3515.7, and AR 3516.3 are legally required NEW policy to the District.

**AR 3516.3 Earthquake Emergency Procedure System-New**

BP/AR 3516.3 address New Law which clearly states that districts must have a policy that will specifically address earthquakes procedures, along with a revision made in regulation to change name of the California emergency Management agency to the California Governor's Office of emergency Services. This is a legally required NEW policy to the District.

**BP 3515.7 Firearms on School Grounds-New**

BP 3515.7 addresses the New Law which clearly states that districts must have a policy with specifically address firearms on school grounds.

**BP/AR 0450 Comprehensive Safety Plan**

Policy updated to clarify the district's responsibility to annually review comprehensive school safety plans. Regulation updated to delete the requirement to include hate crime reporting procedures in the safety plan, as they are no longer required by law. List of optional plan components expanded to include (1) policy related to firearms possession on campus; (2) measures to minimize gang influence; (3) guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses; (4) strategies for suicide prevention; (5) procedures to handle disruptions; and (6) concepts related to environmental safety.

**BP/AR 0460 Local Control and Accountability Plan**

BP/AR 0460 address NEW LAW, (Proposition 58, 2016) which requires the local control and accountability plan development process to include solicitation of parent/guardian and community input on effective and appropriate instructional methods, including language acquisition programs. Currently BP/AR 0460 is not represented in LBUSD board policies.

**BP/AR 5144.1 Suspension and Expulsion/Due Process**

BP/AR 5144.1 reflects additional notices to Foster Youth and Homeless students. The update also reflects EC48900 (k) as amended by AB 420. The omission of EC 48900 (k) willful defiance as well as updating the supervised suspension classroom and suspension from class by teacher.

**BP/AR 5145.7 Sexual Harassment**

BP/AR 5145.7 addresses Title IX coordinator/compliance officer guidance specific to the misuse of electronic communication devices. Examples include comments, words, or images against another person.

**BP/AR 5145.3 Nondiscrimination/Harassment**

BP/AR 5145.3 addresses Title IX coordinator/compliance officer guidance specific to the misuse of electronic communication devices. Reflects NEW LAW (SB 1375, 2016) which requires districts and schools to post specified Title IX information on their web sites by July 1, 2017.

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

This activity is operational in nature.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

**SPECIFIC FINANCIAL IMPACT:**

None

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ORIGINATOR: Dr. Mark Marshall, Superintendent

DATE: October 12, 2017

# Los Banos USD

## Administrative Regulation

### Earthquake Emergency Procedure System

AR 3516.3

#### Business and Noninstructional Operations

##### Earthquake Preparedness

Earthquake emergency procedures shall be established in every school building having an occupant capacity of 50 or more students, or more than one classroom, and shall be incorporated into the comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

Earthquake emergency procedures shall be aligned with the Standardized Emergency Management System and the National Incident Management System. (Government Code 8607; 19 CCR 2400-2450)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may work with the California Governor's Office of Emergency Services and the Seismic Safety Commission to develop and establish the earthquake emergency procedures. (Education Code 32282)

Earthquake emergency procedures shall outline the roles and responsibilities of students and staff during and after an earthquake.

Earthquake emergency procedures shall include, but not be limited to, all of the following: (Education Code 32282)

1. A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff
2. A drop procedure whereby each student and staff member takes cover under a table or desk, dropping to his/her knees, with the head protected by the arms and the back to the windows

Drop procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools.

3. Protective measures to be taken before, during, and following an earthquake
4. A program to ensure that students and staff are aware of and properly trained in the earthquake emergency procedure system

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

Staff and students shall be informed of the dangers to expect in an earthquake and procedures to be followed. Students shall be instructed to remain silent and follow directions given by staff in such an emergency. Staff and students also shall be taught safety precautions to take if they are in the open or on the way to or from school when an earthquake occurs.

Earthquake emergency procedures shall designate primary and alternative locations outside of buildings, which may include areas off campus if necessary, where individuals on a school site will assemble following evacuation. In designating such areas, the Superintendent or designee shall consider potential post-earthquake hazards outside school buildings including, but not limited to, power lines, trees, covered walkways, chain link fences that may be an electric shock hazard, and areas near buildings that may have debris.

Earthquake emergency procedures also shall outline primary and alternative evacuation routes that avoid areas with potential hazards to the extent possible. The needs of students with disabilities shall be considered when planning evacuation routes.

The Superintendent or designee shall identify at least one individual within each building to determine if an evacuation is necessary, the best evacuation location, and the best route to that location when an earthquake occurs.

The Superintendent or designee shall identify potential earthquake hazards in classrooms and other district facilities, including, but not limited to, areas where the main gas supply or electric current enters the building, suspended ceilings, pendant light fixtures, large windows, stairwells, science laboratories, storage areas for hazardous materials, shop areas, and unsecured furniture and equipment. To the extent possible, dangers presented by such potential hazards shall be minimized by securing equipment and furnishings and removing heavy objects from high shelves.

#### Earthquake While Indoors at School

When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:

1. Staff shall have students perform the drop procedure. Students should stay in the drop position until the emergency is over or until further instructions are given.
2. In laboratories, burners should be extinguished, if possible, before taking cover.
3. As soon as possible, staff shall move students away from windows, shelves, and heavy objects or furniture that may fall.
4. After the earthquake, the principal or designee shall determine whether planned evacuation routes and assembly locations are safe and shall communicate with teachers and other staff.

5. When directed by the principal or designee to evacuate, or if classrooms or other facilities present dangerous hazards that require immediate evacuation, staff shall account for all students under their supervision and shall evacuate the building in an orderly manner.

#### Earthquake While Outdoors on School Grounds

When an earthquake occurs, the following actions shall be taken by staff or other persons in authority who are outdoors on school grounds:

1. Staff shall direct students to walk away from buildings, trees, overhead power lines, power poles, or exposed wires.
2. Staff shall have students perform the drop procedure.
3. Staff shall have students stay in the open until the earthquake is over or until further directions are given.

#### Earthquake While on the Bus

If students are on the school bus when an earthquake occurs, the bus driver shall take proper precautions to ensure student safety, which may include pulling over to the side of the road or driving to a location away from outside hazards, if possible. Following the earthquake, the driver shall contact the Superintendent or designee for instructions before proceeding on the route or, if such contact is not possible, drive to an evacuation or assembly location.

(cf. 3543 - Transportation Safety and Emergencies)

#### Subsequent Emergency Procedures

After an earthquake episode has subsided, the following actions shall be taken:

1. Staff shall extinguish small fires if safe.
2. Staff shall provide first aid to any injured students, take roll, and report missing students to the principal or designee.
3. Staff and students shall refrain from lighting any stoves or burners or operating any electrical switches until the area is declared safe.
4. All buildings shall be inspected for water and gas leaks, electrical breakages, and large cracks or earth slippage affecting buildings.
5. The principal or designee shall post staff at safe distances from all building entrances and instruct staff and students to remain outside the buildings until they are declared safe.
6. The principal or designee shall request assistance as needed from the county or city civil

defense office, fire and police departments, city and county building inspectors, and utility companies and shall confer with them regarding the advisability of closing the school.

7. The principal or designee shall contact the Superintendent or designee and request further instructions after assessing the earthquake damage.

8. The Superintendent or designee shall provide updates to parents/guardians of district students and members of the community about the incident, any safety issues, and follow-up directions.

(cf. 1112 - Media Relations)

Legal Reference:

EDUCATION CODE

32280-32289 School safety plans

GOVERNMENT CODE

3100 Public employees as disaster service workers

8607 Standardized Emergency Management System

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized Emergency Management System

Management Resources:

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS

The ABCs of Post-Earthquake Evacuation: A Checklist for School Administrators and Faculty  
Guide and Checklist for Nonstructural Earthquake Hazards in California Schools, January 2003

School Emergency Response: Using SEMS at Districts and Sites, June 1998

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS

Guidebook for Developing a School Earthquake Safety Program, 1990

WEB SITES

American Red Cross: <http://www.redcross.org>

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Seismic Safety Commission: <http://www.seismic.ca.gov>

Federal Emergency Management Agency: <http://www.fema.gov/hazards/earthquakes>

National Incident Management System: <http://www.fema.gov/emergency/nims>

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# Los Banos USD

## Board Policy

### Firearms On School Grounds

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, insurance carriers, 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)

District policy regarding the possession of firearms and/or ammunition on school grounds 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)

Any person specified in Penal Code 626.9(l)-(o) 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.

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

#### 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  
7151 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:

WEB SITES

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

4/16

# Los Banos USD

## Board Policy

### Comprehensive Safety Plan

BP 0450

#### Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

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

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3515 - Campus Security)

(cf. 3515.2 - Disruptions)

(cf. 3515.3 - District Police/Security Department)

**(cf. 3515.7 - Firearms on School Grounds)**

(cf. 5131 - Conduct)

**(cf. 5131.2 - Bullying)**

(cf. 5131.4 - Student Disturbances)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(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. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

(cf. 0500 - Accountability)  
(cf. 9320 - Meetings and Notices)

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

### Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with a representative of an employee bargaining unit, if he/she chooses to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 9011 - Disclosure of Confidential/Privileged Information)  
(cf. 9321 - Closed Session Purposes and Agendas)  
(cf. 9321.1 - Closed Session Actions and Reports)

### Public Access to Safety Plan(s)

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

(cf. 1340 - Access to District Records)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

Legal Reference:  
EDUCATION CODE  
200-262.4 Prohibition of discrimination

32260-32262 Interagency School Safety Demonstration Act of 1985  
32270 School safety cadre  
32280-32289 School safety plans  
32290 Safety devices  
35147 School site councils and advisory committees  
35183 School dress code; uniforms  
35291 Rules  
35291.5 School-adopted discipline rules  
35294.10-35294.15 School Safety and Violence Prevention Act  
48900-48927 Suspension and expulsion  
48950 Speech and other communication  
49079 Notification to teacher; student act constituting grounds for suspension or expulsion  
67381 Violent crime  
PENAL CODE  
422.55 Definition of hate crime  
626.8 Disruptions  
11164-11174.3 Child Abuse and Neglect Reporting Act  
CALIFORNIA CONSTITUTION  
Article 1, Section 28(c) Right to Safe Schools  
CODE OF REGULATIONS, TITLE 5  
11987-11987.7 School Community Violence Prevention Program requirements  
11992-11993 Definition, persistently dangerous schools  
UNITED STATES CODE, TITLE 20  
7111-7122 Student Support and Academic Enrichment Grants  
7912 Transfers from persistently dangerous schools  
UNITED STATES CODE, TITLE 42  
12101-12213 Americans with Disabilities Act

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

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

Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010

Providing a Safe, Nondiscriminatory School Environment for Transgender and

Gender-Nonconforming Students, Policy Brief, February 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

FEDERAL BUREAU OF INVESTIGATION PUBLICATIONS

Uniform Crime Reporting Handbook, 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007

U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe

School Climates, 2004

WEB SITES

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

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

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Healthy Kids Survey: <http://chks.wested.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov/ViolencePrevention>

Federal Bureau of Investigation: <http://www.fbi.gov>

National Center for Crisis Management: <http://www.schoolcrisisresponse.com>

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

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

U.S. Secret Service, National Threat Assessment Center:

<http://www.secretservice.gov/protection/ntac>

(3/08 11/11) 7/16

# Los Banos USD

## Administrative Regulation

### Comprehensive Safety Plan

AR 0450

#### Philosophy, Goals, Objectives and Comprehensive Plans

##### Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement in the writing and development of the comprehensive school safety plan. When practical, the school site council also shall consult with other school site councils and safety committees. (Education Code 32281, 32282)

(cf. 0420 - School Plans/Site Councils)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
5. Other members, if desired

(cf. 1220 - Citizen Advisory Committees)

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

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent organization at the school, including the parent teacher

association and parent teacher clubs

(cf. 1230 - School-Connected Organizations)

4. A representative of each teacher organization at the school

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

5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

(cf. 1700 - Relations Between Private Industry and the Schools)

#### Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

(cf. 0500 - Accountability)

(cf. 0510 - School Accountability Report Card)

The plan also shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Routine and emergency disaster procedures including, but not limited to:
  - a. Adaptations for students with disabilities in accordance with the Americans with

Disabilities Act

(cf. 6159 - Individualized Education Program)

b. An earthquake emergency procedure system in accordance with Education Code 32282

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 1330 - Use of School Facilities)

(cf. 3516.1 - Fire Drills and Fires)

(cf. 3516.2 - Bomb Threats)

(cf. 3516.5 - Emergency Schedules)

(cf. 3543 - Transportation Safety and Emergencies)

3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations

(cf. 5131.7 - Weapons and Dangerous Instruments)

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

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

4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

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

5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4

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

(cf. 1312.3 - Uniform Complaint Procedures)

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

**(cf. 5131.2 - Bullying)**

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

**(cf. 5145.9 - Hate-Motivated Behavior)**

6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"



(cf. 5132 - Dress and Grooming)

7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school

(cf. 5142 - Safety)

8. A safe and orderly school environment conducive to learning

(cf. 5137 - Positive School Climate)

9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

(cf. 5144 - Discipline)

~~10. Hate crime reporting procedures~~

\*\*\*Note: The following components are optional and should be revised to reflect district practice.\*\*\*

Among the strategies for providing a safe environment, the school safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5131 - Conduct)

3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, character/values education, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence

(cf. 6142.3 - Civic Education)

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

(cf. 6142.8 - Comprehensive Health Education)

4. Parent involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus

(cf. 1240 - Volunteer Assistance)  
(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 6020 - Parent Involvement)

5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5131.61 - Drug Testing)  
(cf. 5131.62 - Tobacco)  
(cf. 5131.63 - Steroids)

6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

(cf. 1020 - Youth Services)

7. Procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of the school.

(cf. 3514.1-Hazardous substances)  
(cf.3514.2- Integrated Pest Management)

**8. District policy related to possession of firearms and ammunition on school grounds**

**(cf. 3515.7 - Firearms on School Grounds)**

9. Measures to prevent or minimize the influence of gangs on campus

(cf. 5136 - Gangs)

10. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

(cf. 5116.1 - Intradistrict Open Enrollment)

11. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings

against vandalism, and providing for a law enforcement presence on campus

- (cf. 1250 - Visitors/Outsiders)
- (cf. 3515 - Campus Security)
- (cf. 3515.3 - District Police/Security Department)
- (cf. 3530 - Risk Management/Insurance)
- (cf. 5112.5 - Open/Closed Campus)
- (cf. 5131.5 - Vandalism and Graffiti)

**11. Guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:**

**a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement**

**b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support**

**c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity**

**12. Strategies for suicide prevention and intervention**

**(cf. 5141.52 - Suicide Prevention)**

13. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff

(cf. 3515.2 - Disruptions)

14. Crisis prevention and intervention strategies, which may include the following:

a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

(cf. 3515.5 - Sex Offender Notification)

(cf. 5131.4 - Student Disturbances)

b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)

c. Assignment of staff members responsible for each identified task and procedure

d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan

e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

(cf. 1112 - Media Relations)  
(cf. 9010 - Public Statements)

f. Development of a method for the reporting of violent incidents

g. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

15. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

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

16. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants

(cf. 3513.3 - Tobacco-Free Schools)  
(cf. 3514 - Environmental Safety)  
(cf. 3514.1 - Hazardous Substances)  
(cf. 3514.2 - Integrated Pest Management)

Regulation: LOS BANOS UNIFIED SCHOOL DISTRICT

Adopted: October 12, 2017 LOS BANOS, CALIFORNIA

# Los Banos USD

## Board Policy

### Local Control and Accountability Plan

BP 0460

#### Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP), following the template provided in 5 CCR 15497.5, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060; 5 CCR 15497.5)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)  
(cf. 0440 - District Technology Plan)  
(cf. 0450 - Comprehensive Safety Plan)  
(cf. 5030 - Student Wellness)  
(cf. 6171 - Title I Programs)  
(cf. 7110 - Facilities Master Plan)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

#### Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)  
(cf. 4140/4240/4340 - Bargaining Units)  
(cf. 6020 - Parent Involvement)

#### Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the

committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing.

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the Board shall file the LCAP with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance based on evaluation rubrics adopted by the State Board of Education pursuant to Education Code 52064.5. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

#### Technical Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:  
EDUCATION CODE



305-306 English language education  
17002 State School Building Lease-Purchase Law, including definition of good repair  
33430-33436 Learning Communities for School Success Program; grants for LCAP  
implementation  
41020 Audits  
42127 Public hearing on budget adoption  
42238.01-42238.07 Local control funding formula  
44258.9 County superintendent review of teacher assignment  
48985 Parental notices in languages other than English  
51210 Course of study for grades 1-6  
51220 Course of study for grades 7-12  
52052 Academic Performance Index; numerically significant student subgroups  
52060-52077 Local control and accountability plan  
52302 Regional occupational centers and programs  
52372.5 Linked learning pilot program  
54692 Partnership academies  
60119 Sufficiency of textbooks and instructional materials; hearing and resolution  
60605.8 California Assessment of Academic Achievement; Academic Content Standards  
Commission  
60811.3 Assessment of language development  
64001 Single plan for student achievement  
99300-99301 Early Assessment Program  
CODE OF REGULATIONS, TITLE 5  
15494-15497.5 Local control and accountability plan and spending requirements  
UNITED STATES CODE, TITLE 20  
6312 Local educational agency plan  
6826 Title III funds, local plans

Management Resources:

CSBA PUBLICATIONS

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November  
2016

LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief,  
rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Every Student Succeeds Act - Update #6, January 18, 2017

LCFF Frequently Asked Questions

WEB SITES

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

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

(10/13 4/15) 3/17

# CSBA Sample

## Administrative Regulation

### Local Control And Accountability Plan

AR 0460

#### Philosophy, Goals, Objectives and Comprehensive Plans

##### Goals and Actions Addressing State and Local Priorities

The district's local control and accountability plan (LCAP) shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:

a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

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

b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Learners)

c. Parent/guardian involvement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6020 - Parent Involvement)

(cf. 6173.1 - Education for Foster Youth)

d. Student achievement, as measured by all of the following as applicable:

(1) Statewide assessments of student achievement

(2) Academic Performance Index

(3) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that satisfy specified requirements and align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692

(4) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency

(5) The English learner reclassification rate

(6) The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher

(7) The percentage of students who participate in and demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

(cf. 0500 - Accountability)

(cf. 6141.5 - Advanced Placement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6178 - Career Technical Education)

e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

(cf. 6146.1 - High School Graduation Requirements)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

(cf. 5137 - Positive School Climate)

(cf. 5144 - Discipline)

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

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

g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration funding pursuant to Education Code 42238.02 and 42238.03

(cf. 6143 - Courses of Study)

(cf. 6159 - Individualized Education Program)

h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

(cf. 0200 - Goals for the School District)

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on a school accountability report card. (Education Code 52060)

(cf. 0510 - School Accountability Report Card)

Increase or Improvement in Services for Unduplicated Students

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and

concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory. (5 CCR 15496)

#### Annual Updates

On or before July 1 of each year, the LCAP shall be updated using the template in 5 CCR 15497.5 and shall include all of the following: (Education Code 52061)

1. A review of any changes in the applicability of the goals described in the existing LCAP pursuant to the section "Goals and Actions Addressing State and Local Priorities" above
2. A review of the progress toward the goals included in the existing LCAP, an assessment of the effectiveness of the specific actions described in the existing LCAP toward achieving the goals, and a description of changes to the specific actions the district will make as a result of the review and assessment
3. A listing and description of the expenditures for the fiscal year implementing the specific actions included in the LCAP and the changes to the specific actions made as a result of the reviews and assessment required by items #1-2 above
4. A listing and description of expenditures for the fiscal year that will serve unduplicated students and students redesignated as fluent English proficient

#### Availability of the Plan

The Superintendent or designee shall post the LCAP and any updates or revisions to the LCAP on the district's web site. (Education Code 52065)

(cf. 1113 - District and School Web Sites)

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Regulation: LOS BANOS UNIFIED SCHOOL DISTRICT

Adopted: October 12, 2017, LOS BANOS, CALIFORNIA

# Los Banos USD

## Board Policy

### 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 a public session.

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

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about 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

52060-52077 Local control and accountability plan

CIVIL CODE  
47 Privileged communication

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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  
7151 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

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

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:

CSBA PUBLICATIONS

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

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 Drug-Free Schools:

<http://www.ed.gov/about/offices/list/osdfs>

(11/12 4/14) 12/14

Regulation: LOS BANOS UNIFIED SCHOOL DISTRICT

Adopted: October 12, 2017 LOS BANOS, CALIFORNIA

# Los Banos USD

## Administrative Regulation

### Suspension And Expulsion/Due Process

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))

\*\*\*Note: The Attorney General, in 80 Ops.Cal.Atty.Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. Note that "firearm" does not include "imitation firearm" which is listed separately in item #12 below. See BP 5131.7 - Weapons and Dangerous Instruments. \*\*\*

\*\*\*Note: Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct. \*\*\*

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. 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. Disrupted school activities or otherwise willfully defied 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))~~

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 shall include 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.

Electronic act means the creation or transmission of a communication originated on or off 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 web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

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)

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 in the student. (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 them 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, presented with the available evidence against him/her, and 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

Unless the Superintendent, principal, or designee 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 as defined in Education Code 48915(g), explosive, 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)

\*\*\*Note: For the purpose of Board deliberations during the closed session described below, the presence of any person other than the Board members, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel. \*\*\*

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, 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)

In accordance with Board Policy, the hearing officer or administrative panel may recommend that the board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public 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)
2. 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.
3. The Superintendent or DESIGNEE shall DETERMINE IF readmission IS GRANTED.
4. 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.
5. 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)
6. 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. (Education Code 48916)
7. 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 determination of the educational program which has BEEN 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 school, or other such contact with the juvenile justice system. (Education Code 48645.5)

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## 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

(11/12 4/14) 12/14

Regulation: LOS BANOS UNIFIED SCHOOL DISTRICT

Adopted: October 12, 2017 LOS BANOS, CALIFORNIA

# Los Banos USD

## Board Policy

### Nondiscrimination/Harassment

BP 5145.3

#### Students

District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation.

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

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

The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty. In physical education, when objective standards have an adverse effect on students because of their gender, race, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.

(cf. 6142.1 - AIDS Prevention Instruction)

The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct which

may interfere with another student's ability to participate in or benefit from school services, activities or privileges.

(cf. 5145.2 - Freedom of Speech/Expression)  
(cf. 5145.7 - Sexual Harassment)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1330 - Use of Facilities)  
(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)  
(cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Any student who feels that he/she is being harassed should immediately contact the principal or designee. If a situation involving harassment is not promptly remedied by the principal or designee, a complaint can be filed in accordance with administrative regulations. The Superintendent or designee shall determine which complaint procedure is appropriate.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4118 - Suspension/Disciplinary Action)

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

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

(cf. 5144 - Discipline)

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

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

(cf. 5145.2 - Freedom of Speech/Expression)

#### Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct  
48907 Student exercise of free expression  
48950 Freedom of speech  
48985 Translation of notices  
49020-49023 Athletic programs  
51500 Prohibited instruction or activity  
51501 Prohibited means of instruction  
60044 Prohibited instructional materials  
CIVIL CODE  
1714.1 Liability of parents/guardians for willful misconduct of minor  
PENAL CODE  
422.55 Definition of hate crime  
422.6 Crimes, harassment  
CODE OF REGULATIONS, TITLE 5  
432 Student record  
4600-4687 Uniform complaint procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs  
UNITED STATES CODE, TITLE 20  
1681-1688 Title IX of the Education Amendments of 1972  
12101-12213 Title II equal opportunity for individuals with disabilities  
UNITED STATES CODE, TITLE 29  
794 Section 504 of Rehabilitation Act of 1973  
UNITED STATES CODE, TITLE 42  
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
6101-6107 Age Discrimination Act of 1975  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.107 Nondiscrimination on basis of disability; complaints  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.31 Disclosure of personally identifiable information  
100.3 Prohibition of discrimination on basis of race, color or national origin  
104.7 Designation of responsible employee for Section 504  
106.8 Designation of responsible employee for Title IX  
106.9 Notification of nondiscrimination on basis of sex  
COURT DECISIONS  
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567  
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

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

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

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

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common

Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

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

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

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# Los Banos USD

## Administrative Regulation

### Nondiscrimination/Harassment

AR 5145.3

Students

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group, identification, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent-Human Resources

(title or position)

1717 S. Eleventh Street

(address)

209-826-3801

(telephone number)

TCalzadillas@losbanosusd.k12.ca.us

(email)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

### Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students,

parents/guardians, employees, volunteers, and the general public by posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.

2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)

a. The name and contact information of the district's Title IX coordinator, including the phone number and email address

b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:

(1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

(2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site

(3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

4. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

5. The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy: what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

8. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

#### Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

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

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

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true

(cf. 4118 - Suspension/Disciplinary Action)

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

(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)

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately

intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

#### Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but

are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district

employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural

sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

Regulation: LOS BANOS UNIFIED SCHOOL DISTRICT

Adopted: October 12, 2017. LOS BANOS, CALIFORNIA



# Los Banos USD

## Board Policy

### Sexual Harassment

BP 5145.7

#### Students

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer. **Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.**

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

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.

#### Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment

#### Complaint Process and Disciplinary Actions

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

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

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

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7 - Employment Status Report)

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

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

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

#### Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

#### Legal Reference:

##### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

##### CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

##### GOVERNMENT CODE

12950.1 Sexual harassment training

##### CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

##### UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

##### UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.71 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

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

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

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Sexual Violence, April 4, 2011

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

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

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>

(3/12 10/14) 9/16

Regulation: LOS BANOS UNIFIED SCHOOL DISTRICT

Adopted: October 12, 2017 LOS BANOS, CALIFORNIA

# CSBA Sample

## Administrative Regulation

### Sexual Harassment

AR 5145.7  
Students

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:

Assistant Superintendent, Human Resources  
(title or position)

1717 S. Eleventh Street  
(address)

209-826-3801  
(telephone number)

TCalzadillas@losbanosusd.k12.ca.us  
(email)

(cf. 1312.3 - Uniform Complaint Procedures)

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 educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

- (cf. 5131 - Conduct)  
(cf. 5131.2 - Bullying)  
(cf. 5137 - Positive School Climate)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

\*\*\*Note: The following list contains common examples of sexual harassment from the OCR's April 2011 Dear Colleague Letter: Sexual Violence, its January 2001 Revised Sexual Harassment Guidance, and definitions specified in 5 CCR 4916.\*\*\*

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

## Reporting Process and Complaint Investigation and Resolution

Any student who believes that he/she has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to his/her teacher, the principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the district's compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or a district compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.

**When a report or complaint of sexual harassment involves off-campus conduct, the principal shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If he/she determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.**

**When a verbal or informal report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures. Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects.**

If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.

**In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.**

**In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.**

(cf. 5141.4 - Child Abuse Prevention and Reporting)

### Confidentiality

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964) However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the

request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 5125 - Student Records)

#### Response Pending Investigation

When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. To the extent possible, such interim measures shall not disadvantage the complainant or victim of the alleged harassment. Interim measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

#### Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.

(cf. 1113 - District and School Web Sites)



(cf. 1114 - District-Sponsored Social Media)

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
4. Appear in any school or district publication that sets forth the schools or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

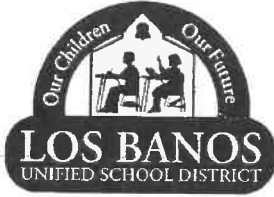
(10/14 7/15) 9/16

Regulation: LOS BANOS UNIFIED SCHOOL DISTRICT

Adopted: October 12, 2017

LOS BANOS, CALIFORNIA





# 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: Dennis & Kirsten Areias

Address: 13315 Baker Rd City: Los Banos Zip: 93635

Phone: (209) 826-6242

Type of Donation:

Monetary Donation \$ 500.00


In-Kind Donation (other than monetary)

Description of Donation: check

Donor's estimate of approximate present value \$ \_\_\_\_\_

Intended use of donation: t-shirts for Leadership  
class

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

Dean Bubar, *Acting Superintendent*  
Tammie Caizadillas, Ed. D., *Assistant Superintendent, Human Resources*  
Paul Enos, *Assistant Superintendent, Secondary Education*  
Paula Mastrangelo, *Assistant Superintendent, Elementary Education*

## Board Reference Material

**SUBJECT TITLE:** Annual Student Organization Review and Approval

**REQUESTED ACTION:** ~~Approve~~

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board approve the updated list of identified student organizations/clubs for the 2017-18 school year.

**BACKGROUND INFORMATION:**

This is the annual update and approval of both active and inactive clubs established at Los Banos High School, Pacheco High School, Los Banos Jr. High School and Creekside Junior High School. In order for a club to be recognized at the school site it is required to have an approved constitution and advisor. The club must then receive a positive affirmation from both the ASB Advisor and site principal. The club will then be voted upon and approved by the Associated Student Body (ASB). After the ASB takes action, the club must then be forwarded to the district for approval and then to the Board. The following list of clubs has met the established criteria and is recommended for approval. It is also understood that an inactive club may be re-activated if it has an approved advisor, updates its constitution and receives approval by the site principal and ASB.

A number of legal actions have taken place which further defines key concepts as they relate to clubs and organizations. The Federal Equal Access Act (20 USC 4071-4074) applies specifically to secondary schools. Pursuant to this Act, a district with a limited open forum must allow equal access to any student-initiated group in a secondary school wishing to conduct a meeting, without regard to the religious, political, philosophical, or other content of the speech at such meetings. Basically, if a district permits any non-curriculum-related student groups to meet on a school premises during non-instructional time, then, regardless of any policy to the contrary, it has created a "limited open forum."

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

Indirectly supports Board goals-student organizations reinforce the instructional program giving students practice in democratic self-government.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

Some community members may not like the formation of certain clubs because they do not align with their religious, political, or philosophical beliefs. However, in a limited open forum, if the club follows the established rules and regulations they must be allowed to form.

**SPECIFIC FINANCIAL IMPACT:**

None

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ORIGINATOR: Veli Gurgen, Principal, LBHS/Dan Sutton, Principal, PHS/  
Deo Brasil, Principal, LBJH/Carolina Moreno, Principal, CJHS

DATE: October 12, 2017

# LOS BANOS UNIFIED SCHOOL DISTRICT

## Campus Organization / Club List

2016-2017 School Year

Const. on File	ASB Approved Clubs (Active)	Original Board Review/ Approval	Advisor (s)
<b>LOS BANOS HIGH SCHOOL</b>			
X	Academic Decathlon		Barry Reardon
X	Anime Club	9/14/2006	Stephanie Thacker
X	Art Club	11/18/2004	Trinidad Gallegos/Josh Danner
X	Calculus Club (Mu Alpha Theta)	9/17/2003	Hansa Bhaskar
X	California Scholarship Federation (CSF)	11/18/2004	Veronica Seaborn
X	Creative Writing Club	10/8/2015	Erin DeGough
X	Debate Club	12/11/2014	Stephanie Austin
X	Drama Club	11/18/2004	Shelly Weathers
X	Environmental Club	8/13/2009	Stephanie Thacker
X	First Priority	11/18/2004	Elise Nicoletti
X	French Honor Society	11/18/2004	John Noia
X	Future Business Leaders of America	11/18/2004	Lisa Pritsch
X	Future Farmers of America (FFA)	11/18/2004	Sonia Falaschi, Stuart McCullough, Larry Borelli, Jason Bretz
X	Gaming Club	9/13/2007	Charles Garber
X	GSA	11/18/2004	Deborah Davidson
X	History Society	4/28/2004	Kevin Coleman
X	Interact	11/18/2004	Zelda Dias
X	LULAC (League of United Latin American Citizens)	11/12/2003	Julian Mancias
X	MESA Club	9/11/2008	Ray Tugman
X	National Honor Society	11/18/2004	Kimberly McCullough
X	Photography Club	9/13/2007	Trinidad Gallegos/Josh Danner
X	Portuguese Honor Society	11/18/2004	John Noia
X	ROP Medical Occupations Club	9/14/2006	Maria Guintini
X	Science Demo Team		Jon Betschart

	Soroptimist Club		11/18/2004	Linda Head	
X	Spanish Honor Society (Sociedad Honoraria Hispanica)		11/18/2004	Jeannette Aguilar, Claudia Curutchague	
X	Tagalog Club		4/11/2013	John Noia	
X	Tiger Cubs Club		9/11/2014	Shelly Weathers	
X	TAP		9/12/2013	Patty Lewis	
X	Tiger Pride Club		9/13/2007	Joseph Barcellos	
<b>Los Banos High School-Approved Clubs (Inactive)      Advisor(s)</b>					
X	AFS Junior American Field Service		11/18/2004		
X	Airbrush Club		9/11/2008		
Not Required	Black Student Union		11/18/2004		
X	Chess Club (Team)		11/18/2004		
X	Cinema Club (Film Appreciation)				
X	Club Ed				
X	Dance Team		8/13/2009		
X	Debate Team		9/13/2007		
X	El Noticiero		11/18/2004		
X	FAME		9/12/2013		
X	Fashion Club		4/11/2013		
X	Film Appreciation		10/14/2004		
X	Fishing Club		9/12/2013		
X	French Club		11/18/2004		
X	International Community Club		12/12/2013		
	Magic Club		11/18/2004		
X	Motor Sports Club		4/8/2004		
X	PAL		11/18/2004		
X	Portuguese Club		11/18/2004		
X	Ritmo Latino Club		9/13/2007		
X	ROP/DECA		11/18/2004		
X	SADD (Students Against Destructive Decisions)		11/18/2004		
X	Spanish Club		9/11/2008		
X	SUCCESS		11/1/2008		
X	TMZ		12/11/2014		
X	United Nations		12/11/2014		
Not Required	VICA (Vocational Industrial Club of America)		11/18/2004		
X	Writers' Guild		8/13/2009		

# PACHECO HIGH SCHOOL

X	Anime Club	9/8/2011	Melissa Mathis
	Acapella Club		Chris Helbling
X	Art/Photography Club	9/9/2010	Sharon Caredio
X	ASL Club (American Sign Language)	10/9/2014	Cruz Berumen-Flores
X	Black Student Union		Ila Nelson
X	California Scholarship Federation (CSF)		Ila Nelson
X	Cross Fit Club	11/8/2012	Carlos Campos
X	Dungeon & Dragons Club	4/10/2014	Joel McCoy
X	E3L, Student Voice	9/8/2011	Rodrigo Calderon-Aragon/Cruz Berumen-Flores
X	Exergaming Club	9/12/2013	Laura Barger
X	FBLA	9/8/2011	John Wallace
X	First Priority	9/8/2011	Margaret Spann
X	French Club	9/8/2011	Brenda Clark
X	French Honor Society	10/3/2012	Brenda Clark
X	Future Bestsellers Club(Book Club)	9/11/2014	Sue Shryock
X	Future Farmers of America	9/9/2010	Aimee Cozens-Stromenger & Caitlin Freeman
X	GSA/Gay Straight Alliance	2/9/2012	Ila Nelson
X	Interact Club	9/9/2010	Jennifer Chapman
X	K-Club	12/11/2014	Kevin Moseley
X	League of United Latin American Citizens (LULAC)	4/9/2015	Francisco Garcia
X	Link Crew	8/9/2012	Charles Pikas
X	Meaningful Comic Discussion (MCDC)	10/9/2014	Kevin Moseley
X	MESA Club	9/9/2010	Tim Burns, Delanie Ipsen, Cruz Berumen-Flores
	National Honor Society		Audrey Silva
X	Pacheco ASB/Student Government	9/9/2010	Charlie Pikas
X	Pacheco Wrestling Club	4/12/2012	Michael Singh
	Punjabi Club		Charles Pikas
X	Purple Pack Club	7/18/2013	Charles Pikas
	Reptile Club		Marilyn Smith
X	Ritmo Latino Club	11/14/2013	Cruz Berumen-Flores
	Skills USA	8/1/2016	Lori Rizzonelli
	Soroptimist Club		Ila Nelson
X	Spanish Honor Society	2/9/2012	Calderon/Ornelas
X	Thespian Club	9/9/2010	Violet Germinaro

X	Yearbook Club	9/9/2010	Ila Nelson
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### Pacheco High School-Approved Clubs (Inactive) Advisor(s)

X	Avid Club	9/9/2010	
X	Club R.O.A.R.	12/13/2012	
X	Environmental Club	9/8/2011	
X	Fashion Club	9/12/2013	
X	Gaming Club	9/8/2011	TBD
X	FCA Huddle	11/14/2013	Charles Pikas, Jeremy Moore
X	Young Scientists' Den	11/13/2014	

### LOS BANOS JUNIOR HIGH

X	First Priority	9/11/2008	Karen Norris
N/A	MESA After-School	9/11/2008	Valentina Moscorro
X	National Jr. Honor Society	8/16/2010	Karen Norris
N/A	Spirit Team	11/18/2004	Nichole Souza
N/A	Yearbook	11/18/2004	Amanda Baker

### LOS BANOS JUNIOR HIGH (Inactive)

Inactive	Club AVID	9/11/2008	
Inactive	Interact Club (in progress with Rotary)	9/12/2013	
Inactive	Modern Living	11/18/2004	
Inactive	Science and History Society	11/18/2004	
Inactive	Math Club / Math Days	11/18/2004	
N/A	Student Leadership/Government	11/18/2004	

### CREEKSIDE JUNIOR HIGH

	First Priority		Kelly Todd
	MESA After-School		Howard Wilson/ Code Mabe
	National Jr. Honor Society		Christopher Bell
	Drama Club		Cliff Brand



**Board Reference Material**

**SUBJECT TITLE:**        **Information Technology Contract 2017-18**

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**REQUESTED ACTION:** Approve

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board approve the 2017-18 Information Technology Contract with Merced County Office of Education.

**BACKGROUND INFORMATION:**

The Merced County Office of Education provides Information Technology Services for accounting, budgeting, payroll, warrants, financial, and personnel information. Each year we enter into a contract for these services.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

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

The contract fee is \$31,835.35. This contract amount is included in our 2017-18 budget.

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ORIGINATOR: Garth Gomes, Information Systems Manager  
Date: October 12, 2017

# Merced County Office of Education



Steven Tietjen, Ed. D., Superintendent

Equal Opportunity Employer

Memorandum of Agreement  
Between  
Merced County Office of Education  
Business Services Department/Information and Technology Services  
And  
Los Banos Unified School District

Terms and Conditions:

**1. Description of the Parties and Premises:**

This Memorandum of Agreement ("MOA") is between the Merced County Office of Education, hereinafter called "MCOE", and Los Banos Unified School District, hereinafter called "District", and together jointly referred to as "Parties".

**2. Term:**

The term of this MOA shall begin 7/1/2017, or upon execution of this MOA by the Parties, whichever date is later, and end 6/30/2018.

**3. Payment:**

MCOE agrees to provide the services described under Section 5.1 and any services selected by District under Section 5.2.1, 5.2.2, 5.2.3, or 5.2.4 of this MOA. The rate to be charged for the services is enumerated under Section 5.

Services will be charged and paid for on a quarterly basis and be paid for via a cash transfer initiated by the MCOE Internal Fiscal Services Department unless stipulated otherwise in this MOA.

**4. Termination:**

Either Party may terminate services covered under Section 5.2.1, 5.2.2 or 5.2.4 of this MOA at any time with thirty (30) days written notice, with or without cause. The District understands when contracting for optional services under 5.2.3, which require MCOE to enter into an annual or multi-year agreement with a third-party vendor, the district may not terminate services unless a mutually agreeable arrangement is made between MCOE and the District.

**5. Services Provided:**

**5.1 WAN Port/ QSS Financial System:**

- WAN Port connectivity from MCOE to the District.  
\$620.09/ per quarter
- Connection to the QSS Financial System.  
\$31,215.26/ per year

**5.2 Description of Optional Services and Pricing**

The list below is a summary of optional services offered by MCOE. The District will only be charged for the services utilized under sections 5.2.1, 5.2.2 or 5.2.3:

- **Continue** — services currently provided by MCOE and continuing in FY 2017-2018. (2017-2018 cost in Red)
- **Add** — services District would like to **add** to 2017-2018; an MCOE Information Technology Services (ITS) representative will contact you.
- **Cancel** — services the District would like to **cancel** in FY 2017-2018.

**5.2.1 Please check the appropriate box below.**

<b>Email/Voicemail</b>	<b>Cost FY 2017-2018</b>	<b>Continue</b>	<b>Add</b>	<b>Cancel</b>
VoIP Hosting Only \$16.25/per user	N/A			
Email/Archive \$19.00/per user	N/A			
Email First time set-up fee is \$500				
Email/VoIP/Archive \$23.00/per user	N/A			
VOIP First time set-up fee is TBD				

**5.2.2 Please check the appropriate box below.**

Help Desk/Tech Support	Continue	As Needed	Increase	Cancel
\$52.00 per hour (actual Time) * See custom services below*		X		

Custom Contracted Support Services				
Hourly Rate: \$52.00				
	Reservation:	Monthly Hours	10 month	12 month
A	1 day/mo	7	\$3,640.00	\$4,368.00
B	Two half days/mo	8	\$4,160.00	\$4,992.00
C	One half day/mo	4	\$2,080.00	\$2,496.00
D	2 days/mo	14	\$7,280.00	\$8,736.00
E	One half day/week	16	\$8,320.00	\$9,984.00

**5.2.3 Description of Optional Services and Pricing – Third-Party Vendors**

Please check the appropriate box below. See section 4 on page one of this Agreement.

Multi-Year Agreements	FY 17-18 Cost	FY 18-19	FY 19-20	Add 17-18
Antivirus \$4.66 per machine/year	N/A	N/A	N/A	
Content Filtering \$4.66 per ADA/year	N/A	N/A	N/A	

**5.2.4 Virtual Hosting Servers**

In the table below you will see several columns. The **Base Cost** column reflects the cost of a base virtualized system which includes: 1 CPU, 1 GB RAM (memory), hardware, licensing, and extended warranty costs. No disk storage is included in the base price. **CPUs, GB RAM, and GB HD** (disk space) is the exact amount of resources that have been allocated for the server. The next three **Cost** columns reflect additional charges over the base. The total annual charge is shown in the **Annual** column.

Virtual Servers		Continue	Add	Cancel					
QTY	Description	Base Cost	CPU	COSTCPU	GB RAM	COSTGB	GBHDD	HDDCOST	ANNUAL

**5.3 Video Surveillance Systems:**

The MCOE ITS Department also has developed some expertise in the design and implementation of video surveillance systems. If the District is interested in MCOE ITS developing or supporting a video surveillance system, please check the box below and an ITS representative will contact the District with further information.

**Video Surveillance**

**Request Quote**

Requires a custom agreement.	
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## 5.4 E-Rate Services

The MCOE ITS Department provides the following E-Rate support:

- Create Request For Proposal (RFP) if needed
  - Site-walk to determine needs for Internal Connections (equipment)
  - Create RFP with equipment specifications
  - Create RFP for telecommunication specifications based on current and future needs
  - Create RFP for Basic Maintenance of Internal Connections
  - Posting of RFP on Website or making available to vendors
  - Site-Walk with Vendors

File the necessary E-Rate forms and associated tasks for the forms as outlined below:

- File form 470 "Description of Services Requested Form"
- File form 471 "Description of Services Ordered Form"
  - Bid Evaluations
  - Binder Creation for document retention of forms
  - PIA (Program Integrity Assurance) Reviews
  - Appeals
- File form 486 "Receipt of Services Confirmation"
  - Service provider grids (telephone services)
  - Purchase Order guidance
  - Service Substitutions
- BEAR form "Billed Applicant Reimbursement Form"
  - Form 498 registration to receive payments
- Service Delivery Certifications (SDC)
- Document Retention for ten years after start of receipt of services
- Time for E-Rate paperwork will be billed at \$52 an hour (Telecomm Only, 10 hours per year)

If the District is interested in MCOE ITS providing E-Rate support, please check the box below and an ITS representative will contact the District with further information.

E-Rate Services	Request a Quote
Requires a custom agreement.	

**6. HOLD HARMLESS:**

District agrees to indemnify, defend, and hold harmless MCOE from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of District, its officers, boards, agents, employees, servants or invitees, in connection with its obligations under this MOA, or in connection with its ownership of the premises and activities related thereto which MCOE may sustain because of bodily injury, including death, sustained by any person or persons, including employees of District, or on account of damage to property of others, including loss of use thereof, except to the extent that injuries to person or damage to property are caused by the sole negligent acts or intentional misconduct of MCOE, its officers, boards, agents, or employees.

**Agreement Signature and Cash Transfer Budget Code Authorization**

By signing below MCOE and District agree to the services and terms of this MOA. District agrees to provide appropriate budget codes authorizing a cash transfer to take place at the end of each billing period as compensation to MCOE for services within this MOA.

Merced County Office of Education

Los Banos Unified School District

By: Janet Riley  
Janet Riley  
Assistant Superintendent Business Services

By: GARTH GOMES  
Garth Gomes  
Authorized Signer's Name

Date 5/25/17

IS MANAGER  
Title  
Date 7/11/17

Budget Code(s) for services:

01-0000-0-586 1.00-0000-7700-000-000-000 - \$31,835.35

Name of district representative authorized to schedule services

**Board Reference Material**

**SUBJECT TITLE:**     **Proposal: Lane Engineers, Inc.**

**REQUESTED ACTION:**   Approve

                  Action   X  

  Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the proposal with Lane Engineers, Inc. for a topographic survey of the New Elementary School property for the development of the proposed elementary school.

**BACKGROUND INFORMATION:**

The new elementary school must have a civil survey so that the school plan can move forward.

**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):**

Topographic Survey: \$27,950 (Fund 40)

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ORIGINATOR: Mark Marshall, Ed.D, Superintendent

Date: October 12, 2017



**AGREEMENT FOR PROFESSIONAL SERVICES**  
**LANE ENGINEERS, INC.**

Consultant: <u>Lane Engineers, Inc.</u> <u>P.O. Box 1059</u> <u>Tulare, CA 93275-1059</u> <u>(559) 688-5263 / Fax (559) 688-8893</u>	Client: <u>Los Banos Unified School District</u> <u>1717 South 11<sup>th</sup> Street</u> <u>Los Banos, CA 93635</u> <u>(209) 826-3801 / Fax (209) 826-6810</u>
Project No: <u>17283</u> Project Name: <u>Los Banos Elementary School</u>	Client PO No.: _____ Project Location: <u>1750 San Luis St.</u> <u>Los Banos, CA</u>

THIS AGREEMENT is made this 21<sup>st</sup> day of September, 2017 between Client and Consultant. In return for the consideration set forth herein, Consultant will provide the following Services on the terms and conditions contained in this Agreement.

1. **SERVICES:** Consultant will furnish and perform the professional services identified in Schedule A, attached hereto and incorporated herein.
2. **COMPENSATION:** Client will pay to Consultant, as compensation for the services agreed to be furnished by Consultant under this Agreement, the following amounts:
  - (a) Flat Fee: A professional fee of \$27,950 (Twenty Seven Thousand Nine Hundred Fifty Dollars) plus;
  - (b) Reimbursable Costs: Any fees/costs not expressly included in Consultant's Fee per Schedule A including but not limited to: Shipping and Postage, Reproductions, Prints, Title Company Fees, Property Research, Fees paid pursuant to statute or ordinance to governmental agencies or bodies, Sub-consultants or others hired by Consultant with Client's approval shall be billed to Client at cost plus 15%.
3. **PAYMENT OF FEES:** Client will pay to Consultant the professional fee specified in Item 2 of this Agreement. All invoices will be billed according to Lane Engineers, Inc. standard billing procedures. Invoices for Consultant's services will be submitted to Client not more than once a month. Invoices mailed to Client will be due immediately, but will not be delinquent if paid within thirty (30) days of the date of the invoice. Payments made more than thirty (30) days after the date of the invoice shall include interest on the principal balance at the rate of 1.5% per month from the date such amount was due. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. If Client does not pay invoices within ninety (90) days of submission of invoice, Consultant may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and Consultant harmless from any claim or liability resulting from such suspension of services.
4. **ADDITIONAL INFORMATION AND FEES:** Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this agreement. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
5. **STANDARD OF CARE:** Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the Engineering profession performing similar services and practicing in the same or similar locality. No other warranty, expressed or implied, is made in this agreement or with respect to the Services rendered hereunder, including the furnishing of oral or written reports, calculations, drawings, or specifications.
6. **AGREED REMEDY:** To the fullest extent permitted by law, Client agrees to limit the total liability, in the aggregate, of Consultant, its officers, directors, agents, principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, from any and all injuries, losses, expenses, damages whatsoever arising out of or in any way related to Consultant's Services, the Project of this Agreement, from any cause or

causes whatsoever, including but not limited to, negligence, breach of contract, arising in tort, contract, or strict liability to the sum of Forty Five Thousand Dollars (\$45,000.00) or Consultant's fee received, whichever is greater. Client, and anyone claiming by through or under Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

Client agrees to notify any contractor or subcontractor ("Contractor") who may perform work in connection with any design, report, or study prepared by Consultant of such limitation of liability for design defects, error, omissions, or professional negligence ("Defects"), and agrees to require, as a condition precedent to Contractor performing work on the project, a like limitation of the liability of Consultant by Contractor. In the event Client fails to obtain a like limitation of liability, the liability of Client and Consultant to such Contractor arising out of alleged Defects shall be allocated between Client and Consultant in such a manner that the aggregate liability of Consultant for such Defects for all parties, including Client, shall not exceed Forty Five Thousand Dollars (\$45,000.00) or the amount of Consultant's fee, whichever is greater.

- 7. **INDEMNITY:** Consultant agrees to indemnify Client, but shall not be responsible for the cost of their defense, from liability for damages arising out of the performance of Consultants services on this project to the extent that such liability is actually caused by the negligent acts, errors or omissions of Consultant, its principals, employees or sub-consultants.

Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from and against all claims, losses, damages and cost caused by, arising out of, or relating to the Services performed under this Agreement, including without limitation claims, losses, damages and costs associated with the presence of any fungus, mildew, mold or resulting allergens, provided that such claim, loss, damage or cost is not due to the sole negligence or willful misconduct of Consultant.

The parties expressly agree that this indemnity provision does not include, and in no event shall the Consultant be required to assume any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this Project or the services rendered by the Consultant.

- 8. **OWNERSHIP OF DOCUMENTS:** All reports, field data, field notes, laboratory test data, calculations, estimates, drawings, including those in electronic form, and other documents prepared by Consultant ("Project Documents") are instruments of service and shall remain the property of Consultant. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT'S express written permission. Client agrees to immediately return all Project Documents upon early termination of Consultant. Furthermore, in the event that any part of Consultant's fee is not paid, all Project Documents will be returned to Consultant upon demand and will not be used by Client for any purpose whatsoever.

The original electronic files will be retained by Consultant. Consultant will retain records relating to the services performed for a period of five years from completion of the work, during which period the records will be made available to Client at reasonable times. Client shall be permitted to retain copies of drawings and specifications prepared in electronic form for Client's information and use on the project. However, Consultant reserves the right to remove all indicia of its ownership and/or involvement from each such electronic copy. The information on the disc/magnetic tape is part of Consultant's instrument of service and shall not be used by Client on other projects, for additions to this project, or for completion of this project by another design professional except by prior written agreement of Consultant.

Any use or reuse of Project Documents by Client or others, without prior written consent of Consultant is unauthorized. Client shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Consultant from all claims damages, losses and expenses, including attorney fees arising out of or resulting from any unauthorized use of Project Documents. Any such verification or adaptation will entitle Consultant to further compensation at rates to be mutually agreed upon by Client and Consultant.

All files, documents and calculations provided by Client ("Client Documents") are, and shall remain, confidential property of Client. Client equipment and processes may be covered by various United State and foreign patents and pending patent applications.

9. **ELECTRONIC MEDIA:** In accepting and utilizing any electronic files, drawings, reports, or data on any form of ~~electronic media generated and furnished by Consultant ("Electronic Files")~~, Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use or reuse of the electronic files for any other project by anyone other than Consultant.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Electronic files, such as computer-aided drafting and design files are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by Consultant, shall govern.

In addition, Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project by anyone other than Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

10. **SOILS:** Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
11. **ALTA SURVEYS:** If the scope of services to be provided by Consultant pursuant to the terms of this agreement include an ALTA survey, Client agrees that Consultant may sign one of the Statements from the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Land Title Association and the National Society of Professional Surveyors. In the event Consultant is requested to sign a statement or certificate which differs from the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Land Title Association and the National Society of Professional Surveyors, Client hereby agrees, to the extent permitted by law, to defend, indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Land Title Association and the National Society of Professional Surveyors.
12. **CONSTRUCTION PHASE SERVICES:** If the scope of services provided by Consultant contained in this agreement do not include construction phase services for this project, Client acknowledges such construction phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claims against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to defend, indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the

performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except from claims arising from the sole negligence or willful misconduct of Consultant.

If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to request a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to Item 16 of this agreement. If Consultant performs any services during construction phase of the project, Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 13. **INSURANCE:** Consultant represents that it and its staff, and consultants employed by it, is and are protected by worker's compensation insurance as required by statute and that Consultant has coverage under professional liability and general liability in at least the following amounts:

Professional Liability: \$1 million per claim and \$1 million aggregate  
General Liability: \$1 million per occurrence and \$2 million aggregate  
Employers Liability: \$250,000 per occurrence and \$250,000 aggregate.  
Automobile: \$1 million per occurrence and \$1 million aggregate.

Certificates for all such policies of insurance shall be provided to Client upon written request.

- 14. **INTERPRETATION OF DATA:** Client recognizes that environmental, geological, and geotechnical conditions can vary from those encountered at the times when and locations where data are obtained, and that such limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions, despite meeting the generally accepted standard of professional skill and care.

- 15. **GOVERNMENTAL AGENCIES:** If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures, fees or requirements after the date of this agreement, any additional fees, office or field services thereby required shall be paid for by Client as extra services in accordance with Item 16 of this agreement.

Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans, and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

- 16. **ADDITIONAL SERVICES:** Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's current fee schedule.
- 17. **DAMAGES TO STAKING OR MONUMENTS:** In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with Item 16 of this agreement.

- 18. **DESIGN SERVICES:** Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with Item 16 of this agreement.
- 19. **ESTIMATES:** If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represents Consultant's judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
- 20. **REMODELING AND REHABILITATION LIABILITY DISCLAIMER:** Remodeling and/or rehabilitation of existing structures or buildings require that certain assumptions be made regarding existing conditions. Because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, Client agrees that, if this Agreement includes a remodel or rehabilitation of an existing structure, Client will hold Consultant harmless, indemnify and defend Consultant from and against any and all damages, liabilities, or costs arising out of or in any way connected with the Services performed under this agreement, except for damages, liabilities or costs arising from the Consultant's sole negligence or willful misconduct.
- 21. **CONSTRUCTION CONTRACTOR:** Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with contract documents and applicable health or safety requirements of any regulatory agency or of state law.
- 22. **PREVAILING WAGE:** Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is the Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance of the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual works, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties and interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages. Client shall indicate below if prevailing wages apply.

ARE PREVAILING WAGES REQUIRED FOR THIS PROJECT?  YES  NO  
 If Yes:  Federal or  State CLIENT'S INITIALS: \_\_\_\_\_

- 23. **VENUE:** It is mutually agreed by the Consultant and Client that the venue for any mediation, and/or litigation shall be in Visalia, California.

24. **MEDIATION**: Prior to the initiation of legal proceedings, the parties shall attempt to settle any dispute arising out of this Agreement by mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after a dispute has arisen. Mediation shall take place before one mediator in the City of Visalia, County of Tulare, State of California, at the time and place selected by the mediator. The mediator shall give each party written notice of the time and place of mediation at least 30 days before the date selected. The costs of the mediation shall be borne equally by the parties. This section shall survive completion or termination of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
25. **RIGHT OF ENTRY**: Client will provide Consultant with a right of entry to the Project. Consultant will take reasonable precautions to minimize any damage to the property. However, it is understood by Client that in the normal course of work some damage may occur and Consultant shall not be held responsible for such damage unless and only to the extent the damage is the result of Consultant's negligence or willful misconduct.
26. **BANKRUPTCY**: If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to suspend the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or any involuntary petition in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.
27. **TERMINATION**: This Agreement may be terminated by either party without cause upon seven (7) days written notice to the other party. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, Consultant may also complete such analyses and records as are necessary to complete his files and may also complete the work on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Consultant in completing such analyses, records and reports. Copies of the Consultants work will be provided to Client upon full payment of the work completed. Copies of documents provided will be billed as per Consultant's current fee schedule.
28. **LIENS**: This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
29. **ASSIGNMENT**: Neither Client nor Consultant may delegate, assign, sublet or transfer his duties or interest under this Agreement without the prior written consent of the other party.
30. **AUTHORITY TO SIGN**: The person signing this Agreement warrants he/she has authority as, or on behalf of, Client for whom or for whose benefit Consultant's services are to be rendered. If such a person does not have such authority, he/she agrees that he/she is personally liable for all breaches of the terms and bases for Consultant's services, and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.
31. **FACSIMILE & ELECTRONIC TRANSMISSIONS**: Consultant is hereby authorized and instructed by Client to rely on "facsimile" or "electronically" signed and/or transmitted documents and instructions from Client as if they were originals.
32. **PURCHASE ORDERS**: Client acknowledges that if Client issues a Purchase Order in conjunction with this project that any terms and conditions referenced on the Purchase Order or attached thereto are not binding to the Consultant for the performance of services under this Agreement. The Client hereby acknowledges and agrees that this Agreement

constitutes the entire terms and conditions for services provided by Consultant under this Agreement for the project.  
~~Purchase Order numbers shall be referenced for internal tracking of the Client only and serve no other purpose.~~

- 33. **CONSEQUENTIAL DAMAGES:** Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
- 34. **THIRD PARTIES:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.
- 35. **CERTIFICATIONS:** Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.
- 36. **CONFLICTS OF INTEREST:** This assignment may involve parties with adverse interests to clients with whom Consultant has current or past relationships. It is Consultant's policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but Consultant cannot assure that conflicts or perceived conflicts will not arise, and Consultant does not accept responsibility for such occurrences.
- 37. **A RETAINER** of **\$0.00** is required to commence work on this project. The retainer will be applied to the last invoice.

Consultant: <u>LANE ENGINEERS, INC.</u>	Client: <u>LOS BANOS UNIFIED SCHOOL DISTRICT</u>
Signature: <u><i>Patrick Teter</i></u>	Signature: _____
Name, Title: <u>Patrick R. Teter, Vice President</u>	Name, Title: _____
Date: <u>September 21, 2017</u>	Date: _____

All the Professional Consultants and licensed Land Surveyors of Lane Engineers, Inc. are licensed by the State of California Board for Professional Consultants and Land Surveyors.

Portions of this agreement were developed by the American Council of Engineering Companies of California Form A© 2010

LAWRENCE J. SIMONETTI RCE 33561 - PATRICK R. TETER PLS 5985  
JOHN ATILANO S5176 - AARON OLIVER RCE 77413

EIN: 77-0183585  
CA DIR Contractor Registration Number - 1000003070

SCHEDULE A  
Scope of Services

1) Boundary Survey

- Boundary will be based on Parcel Map No. 2006-15 and found monuments.
- Easements will be plotted as shown on Parcel Map No. 2006-15.
- All monuments shown on Parcel Map No. 2006-15 will be searched for and located if found.
- Any monuments that are missing will NOT be replaced. If necessary, monument reestablishment will incur additional services.
- Any plottable easements or other encumbrances on the property will be plotted if a current title report is furnished by the District.

2) Topographic Survey

- The topographic survey will locate visible physical features on the site such as buildings, fences, gates, vaults, trees, parking areas, pavements, and ground elevations for the area as shown in Exhibit 'A'. Elevations onsite will be measured at an approximate 100 foot grid and at an approximate 50 foot grid for offsite improvements, but additional measurements will be obtained as necessary to depict existing improvements.
- Offsite topographic survey will include the full width of E. B St., Place Rd. and Las Palmas St. along the project frontage. The topographic survey will include sidewalk, curb/gutters, street lights, fire hydrants, utility boxes, crown of road, pavement striping and markings.
- The drawing will be prepared in AutoCAD Civil 3D 2017 (R2013 .dwg format) at a suitable scale for design purposes. We will coordinate with the Project Architect for appropriate sheet size, orientation and scale.
- Underground dry utilities locations such as gas, telephone, cable television, electric company, etc., are included in this proposal to the extent that they can be plotted based on record drawings or surface markings onsite provided by the respective utility companies or school district.
- Underground wet utilities (i.e. storm drain, water & sanitary sewer) will be plotted based on record drawing from the City, observed surface evidence and measured pipe inverts for storm drain and sanitary sewer.
- Some of the information for underground utilities within the site (such as utility depths and inverts) may not be accessible without pot holing the utility and measuring depths and inverts of the exposed piping. If pot holing is necessary, outside sources will be required to excavate and expose utilities. This work, if required, will be billed on a time and materials basis per the attached fee schedule.



**FEE**

1) Boundary Survey .....	\$5,600
2) Topographic Survey.....	\$22,350
<b>Total.....</b>	<b>\$27,950</b>

**\*Fee includes prevailing wage rates for field work as required by law and compliance reporting as required by Department of Industrial Relations.**

Items Excluded:

- Resetting missing monuments
- Marking and/or potholing of underground utilities
- ALTA Survey
- Easements or other encumbrances not shown on Parcel Map No. 2006-15
- Post-Contract/Construction Services (As-built drawings, etc.)
- Construction Surveying
- Agency Fees or application fees
- Printing and reproduction costs except for office use work in progress
- Any work not specifically noted in the scope of services
- Lot line adjustment or lot line merger
- Preliminary title report

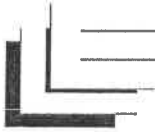
**ADDITIONAL NOTES**

- 1) The scope of professional services contained herein is based on a site plan prepared by Mangini Associates, Inc. and received in November, 2016.
- 2) All drawing files prepared by Lane Engineers, Inc. will be AutoCAD R2013 drawing file format. Lane Engineers, Inc. drawings standards will be used.
- 3) Fees for additional services, if required, will be based on the attached fee schedule.
- 4) If surveying is required outside of the limits shown in Exhibit 'A' for improvements to satisfy the requirements of the City of Los Banos, additional fees may be required.

**EXHIBIT 'A'**  
Approximate limits of topographic survey within red boundary.



SCHEDULE B



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

**PREVAILING WAGE FEE SCHEDULE  
 HOURLY RATES EFFECTIVE JANUARY 1, 2017**

**COURT APPEARANCE, DEPOSITIONS AND EXPERT TESTIMONY**

Registered Engineer or Licensed Land Surveyor ..... \$ 323.00

**CIVIL ENGINEERING**

Principal Civil Engineer ..... \$ 169.00  
 Senior Civil Engineer ..... \$ 157.00  
 Associate Civil Engineer ..... \$ 138.00  
 Civil Engineer ..... \$ 125.00

**LAND SURVEYING**

Principal Land Surveyor ..... \$ 157.00  
 Senior Land Surveyor ..... \$ 138.00  
 Associate Land Surveyor ..... \$ 124.00  
 Land Surveyor ..... \$ 114.00

**STRUCTURAL ENGINEERING**

Principal Structural Engineer ..... \$ 174.00  
 Senior Structural Engineer ..... \$ 157.00  
 Associate Structural Engineer ..... \$ 141.00  
 Structural Engineer ..... \$ 130.00

**SUPPORT SERVICES**

Assistant Engineer / Surveyor III ..... \$ 111.00  
 Assistant Engineer / Surveyor II ..... \$ 101.00  
 Assistant Engineer / Surveyor I ..... \$ 90.00  
 Engineering / Surveying Technician III ..... \$ 101.00  
 Engineering / Surveying Technician II ..... \$ 95.00  
 Engineering / Surveying Technician I ..... \$ 85.00  
 2-Man Survey Crew (travel rate) ..... \$ 200.00  
 3-Man Survey Crew (travel rate) ..... \$ 244.00  
 2-Man Survey Crew \* ..... \$ 305.00  
 3-Man Survey Crew \* ..... \$ 347.00  
 1-Man GPS Survey Crew w/ 1 Rover \* ..... \$ 205.00  
 2-Man GPS Survey Crew w/ 1 Rover \* ..... \$ 347.00  
 2-Man 3D Scan Survey Crew<sup>1</sup> ..... \$ 403.00  
 Construction and/or Building Inspector \* ..... \$ 174.00  
 Clerical ..... \$ 75.00

**REIMBURSABLES**

20lb B&W Bond Prints (24" x 36"; 18" x 26") ..... \$ 1.80/per sheet (plus tax)  
 20lb Color Bond Prints (24" x 36"; 18" x 26") ..... \$ 3.30/per sheet (plus tax)  
 20lb B&W Bond Prints (30" x 42") ..... \$ 3.00/per sheet (plus tax)  
 20lb Color Bond Prints (30" x 42") ..... \$ 4.80/per sheet (plus tax)  
 Vellum B&W Prints (24" x 36"; 18" x 26") ..... \$ 5.80/per sheet (plus tax)  
 Vellum B&W Prints (30" x 42") ..... \$ 7.05/per sheet (plus tax)  
 Mylar B&W Prints (18 x 26) ..... \$ 8.80/per sheet (plus tax)  
 Mylar B&W Prints (24 x 36) ..... \$ 9.80/per sheet (plus tax)  
 Mylar B&W Prints (30 x 42) ..... \$ 14.05/per sheet (plus tax)  
 B&W Copies (8 1/2" x 11") ..... \$ 0.25/per sheet (plus tax)  
 Color Copies (8 1/2" x 11") ..... \$ 0.45/per sheet (plus tax)  
 B&W Copies (8 1/2" x 14; 11" x 17") ..... \$ 0.40/per sheet (plus tax)  
 Color Copies (8 1/2" x 14; 11" x 17") ..... \$ 0.80/per sheet (plus tax)  
 Subconsultants ..... Cost + 15%  
 Other Direct Costs (i.e. Equipment Rental, Postage, and Shipping) ..... Cost + 15%  
<sup>1</sup> Equipment costs will be billed as a reimbursable Expense ..... Cost + 15%

*\* Rates are subject to change in accordance with the D.I.R. Bi-Annual Reviews*

## Board Reference Material

**SUBJECT TITLE:** Out-of-State Travel

**REQUESTED ACTION:** Approve

Action   X  

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

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### **RECOMMENDATION:**

It is recommended that the AP coordinator from Los Banos High School: April Latta attend the 2017 AP Coordinators Conference, November 4, 2017 in Phoenix Arizona.

### **BACKGROUND INFORMATION:**

The AP Annual Conference offers workshops just for school leaders that provide them with the tools to effectively and successfully administer their schools' AP program.

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

Supports Board Goal #2: All students will graduate from high school having completed a clear pathway of A-G requirements and ready to enter a four-year university or have completed a vocational pathway and are ready to enter a technical school or the workforce.

All out-of-state travel requires prior board approval.

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

None identified.

### **SPECIFIC FINANCIAL IMPACT (including impact on school facilities):**

This trip will be funded by LBUSD Title II funds.

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ORIGINATOR: Paul J. Enos, Assistant Superintendent – Secondary Education

Date: Oct. 12, 2017

**Board Reference Material**

**SUBJECT TITLE:**    **Staff Out-of-State Travel**

**REQUESTED ACTION:**    Approve

Action      X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the overnight travel for Lena Gutierrez, Accounting Assistant at Los Banos Junior High, to attend the California Association of Directors of Activities (CADA) conference in Reno, Nevada on February 28-March 3, 2018.

**BACKGROUND INFORMATION:**

This conference is designed to train staff on the proper handling of ASB funds. Although Los Banos Junior High functions as an unorganized ASB, the conference will focus on several aspects of proper handling of funds collected through school functions and events, fundraising efforts, and general information related to building a positive school climate and culture through appropriate use of ASB and unorganized student organizational funds. The information received at the conference is directly related to the proper use of ASB funds and financial oversight by the site principal and accounting assistant. The following session topics: FC Mat ASB Finance, FC Mat Q&A, Streamlining ASB Finances, ASB Budgets, PBIS and Student Activities, Middle School ASB System that Works have been offered in the past and are specific to the role of the accounting assistant at Los Banos Junior High. The topics for this year's conference are yet to be released, but the priority will be to attend all sessions related to junior high level organized/unorganized ASB, student/staff fundraising activities, student/staff sponsored events, and appropriate ASB fund accounting.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

This activity supports LBUSD's effort in training staff directly involved with the handling of organized/ unorganized ASB funds to reduce the number of audit findings in our district's annual review.

**SPECIFIC FINANCIAL IMPACT:**

The fiscal impact to the school site is the cost of the CADA conference registration fees, lodging, and transportation.

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ORIGINATOR: Deolinda Brasil-Principal, Los Banos Junior High School  
Date: October 12, 2017



**Board Reference Material**

**SUBJECT TITLE:** Disposal of Obsolete Equipment

**REQUESTED ACTION:** Approve

Action   X  

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

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**RECOMMENDATION:**

It is recommended the Board approve the removal and disposal of an obsolete security golf cart.

**BACKGROUND INFORMATION:**

Los Banos Junior High purchased this golf cart (LBUSD barcode #5034) over 10 years ago and it has become inoperable, non-functional, and is no longer being used by site administration or security staff.

The golf cart has no monetary value and can be disposed of by way of Education Code 17545, whereby the site will send to the recycling center. If the golf cart is deemed to have a trade-in value, site administration will negotiate said trade-in with the vendor for a replacement golf cart when site administration deems it necessary to purchase an additional golf cart.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

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

Monies received from the disposal of said property shall be placed in the site's Lottery fund for future equipment purchases.

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ORIGINATOR: Deo Brasil, Principal Los Banos Junior High  
Date: October 12, 2017





Site:

Date:

EX.	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
1	Copier	Minolta EP 4320	3113122	1	07302	Beyond Repair
1	Welder	Miller Dialarc		1	4019	Obsolete
2	Welder	Miller Dialarc		1	4018	Obsolete
3	Welder	Miller Dialarc		1	4017	Obsolete
4	Welder	Miller Dialarc		1	4016	Obsolete
5	Welder	Lincoln Idealark		1	4015	Obsolete
6	Welder	Lincoln Idealark		1	4014	Obsolete
7	Welder	Lincoln Idealark		1	4012	Obsolete
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\*STATUS:

OBSOLETE

REPAIR NEEDED

BEYOND REPAIR

**Board Reference Material**

**SUBJECT TITLE:**    **Disposal of Obsolete Equipment**

**REQUESTED ACTION:**

Action   X  

Discussion/Information       

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**RECOMMENDATION:**

It is recommended the Board approve the removal and disposal of obsolete school buses, two maintenance vehicles, and one forklift.

**BACKGROUND INFORMATION:**

The District has a 1987 and a 1988 Thomas Built Bus, a 1988 Chevy Truck, a 1988 GMC Truck, and a Clarklift Forklift. These items have become inoperable and/or obsolete and are no longer being used by the District. The Administration has found the buses, vehicles and forklift to be either obsolete or non-functional.

These items have no monetary value and can be disposed of by way of Education Code 17545, whereby the District will send all to the recycling center.

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

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

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

Monies received from the disposal of surplus property shall be placed in the General Fund.

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ORIGINATOR: Tom Worthy, Director of Facilities, Operations and Transportation

Date: October 12, 2017

LOS BANOS UNIFIED SCHOOL DISTRICT SURPLUS VEHICLE LIST

VEHICLE	YEAR	MAKE	VIN #	PLATE
B-5	1988	THOMAS BUILT BUS	1T7B4H77XK1780765	74956
B-17	1987	THOMAS BUILT BUS	1T7B4H672H1277029	79543
C-10	1988	CHEVY 1/2 TON TRUCK	2GBGC39K7J1284202	1005235
C-25	1988	GMC 3/4 TON TRUCK	1GTGC34N5JE531633	110814
C-40	N/A	CLARKLIFT FORKLIFT	CF20-410-812-LPG-167	N/A