

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

**Thursday, September 14, 2017
6:30 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 | Marielle Gimeno |

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

1. Litigation Settlement, Section 54956.9(a) of the California Government Code (Action)
2. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (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. Pacheco High School Student Representative, Marielle Gimeno, will be introduced.
2. Erik Limon, Republic Services, Inc. recognized for their \$500 donation to PHS FFA Scholarship Fund.

VI. **REPORTS**

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

VII. **NEW BUSINESS**

- A. Unaudited Actuals Financials Reports (Page 6)

5 Min.

It is recommended the Board adopt the 2016-17 Unaudited Actuals Financial Report as presented. The report will be presented under separate cover.

Motion by _____ Seconded by _____

Proposed Action: Adopt Report

- B. CSBA Call for Nominations for Directors-at-Large (Page 7) **10 Min.**

The Board may choose to nominate a fellow Board member to serve as a Director-at-Large for the California School Boards Association.

Motion By _____ Seconded By _____

Proposed Action: Nomination is Optional

- C. Provisional Internship Permits (Page 9) **5 Min.**

It is recommended the Board approve the following Provisional Internship Permits:

Jordan, Scott –Mathematics Teacher – Creekside Junior High School

Motion By _____ Seconded By _____

Proposed Action: Approve

- D. Sufficiency of Instructional Materials (Page 12) **5 Min.**

It is recommended that the Board hold a public hearing and adopt Resolution #22-17, Adequacy of Pupil Textbooks for the 2017-18 school year.

1. Open Public Hearing _____
2. Close Public Hearing _____

Motion By _____ Seconded By _____

Proposed Action: Hold a Public Hearing; Adopt Resolution (ROLL CALL VOTE)

- E. Proposal: Mangini Architects for Elementary School Plan Update (Page 15) **5 Min.**

It is recommended the Board approve the proposal from Mangini Architects to update the B Street Elementary School plans and resubmit them to DSA for approval.

Motion By: _____ Seconded By: _____

Proposed Action: Adopt

- F. Mandated Policy Changes/Updates (First Reading) (Page 18) **5 Min.**

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

Motion By _____ Seconded By _____

Proposed Action: Declare Intent to Adopt

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

Regular Meeting, August 10, 2017 (Page 98)

B. Personnel Actions

1. Report of Certificated Staffing Actions (Page 102)

2. Report of Classified Staffing Actions (Page 103)

C. Monthly Fiscal Report (Page 104)

The monthly Fiscal Report is provided for informational purposes.

D. Quarterly SISC GASB 45 Trust Investment Report (Page 110)

The quarterly GASB 45 Trust Investment Report is submitted for information.

E. Gann Limit Resolution for 2016-17 and 2017-18 (Page 116)

It is recommended the Board adopt Resolution #23-17 approving the Gann Appropriations Limit for 2016-17 and 2017-18.

F. California School Boards Association Dues (Page 118)

It is recommended the Board approve payment to the California School Board Association for the 2017-1 dues.

G. District Representative, MCSIG (Page 120)

It is recommended the Board adopt Resolution #21-17 designating Don Laursen as the District's representative and Mark Marshall as alternate to the Merced County School's Insurance Group.

H. Donation (Page 122)

It is recommended the Board approve the donation of \$250 from Francine Bolling for musical instruments to Los Banos Junior High School.

I. Agreements/Contracts

1. California School Board Association (CSBA), Governance Team Workshop (Page 124)

2. MCOE, Lease Agreements, Special Ed Classrooms (Page 128)

3. 360 Degree Customer Inc., Speech Therapy Service (Page 150)

4. Commercial Ground Lease Agreement, Transportation (Page 155)

- J. Overnight/Out-of-State Travel
 1. LBHS Girls' Basketball, Anaheim Tournament, Dec. 19-23, 2017 (Page 166)
 2. LBHS Choir, Choral Festival, San Luis Obispo, March 22-24, 2018 (Page 167)
 3. PHS/LBHS Administrator CADA Conference, Feb. 28 – March 3, 2018 (Page 168)
 4. PHS Girls' Softball Tournament, La Jolla, CA March 22-24, 2018 (Page)169

- K. Disposal of Obsolete Electronic Equipment (Page 170)

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

- L. 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

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: 2016-17 Unaudited Actuals Financial Report

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the 2016-17 Unaudited Actuals Financial Report as presented.

BACKGROUND INFORMATION:

This information was developed after exhaustive review of payables, receivables, categorical award documentation, program compliance information, etc. The Report itself is under separate cover.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT:

The Board must approve this as a matter of form. Without this approval, the County Office of Education will hesitate to approve any further budget activity.

ORIGINATOR: Don Laursen, Director of Fiscal Services
Date: September 14, 2017

Board Reference Material

SUBJECT TITLE: **CSBA: Call for Nominations for Directors-at-Large**

REQUESTED ACTION: Action is Optional

Action X

Discussion/Information

RECOMMENDATION:

Trustees may wish to nominate a fellow Board member to serve on the CSBA Board in one of three categories is the proposed action.

BACKGROUND INFORMATION:

CSBA State Board members provide leadership to the State Organization. Membership on the Board is designed to represent the diverse groups that make up our state student population. The three vacancies that are currently open include a County Board member, an African American member and a Native American Indian Board member. Our Board is allowed a nomination for each category. No motion or nomination is required, but is encouraged by CSBA.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Mark Marshall, Ed.D., Superintendent
Date: September 14, 2017



California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION

DEADLINE Friday, September 29, 2017

Please deliver to all members of the governing board.

July 31, 2017

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Susan M. Henry, President

SUBJECT: Call for Nominations for Directors-at-Large African American, American Indian, and County

Nominations for CSBA Directors-at-Large African American, American Indian, and County are currently being accepted until **Friday, September 29**. The nomination form and all information related to the election process are available online, please visit www.csba.org.

The elections will take place at CSBA's Delegate Assembly meeting held at the Marriott Marquis San Diego Marina on Wednesday, November 29 and Thursday, November 30. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference on Saturday, December 2.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. **(Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)**

A valid nomination includes the following:

- **Nomination form:** A completed, signed and dated nomination form is due to CSBA no later than **Friday, September 29** (U.S. Postal Service postmark or email nominations@csba.org). *Nominating boards must secure permission from the board member prior to nominating him or her.*
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Susan Henry is due to CSBA no later than **Friday, October 6** (U.S. Postal Service postmark or email nominations@csba.org). The letter may be from of the following entities:
 - 1) A CSBA member district or county office of education (COE) board - *if signed by the Superintendent, it must state in the letter "on behalf of the board."*
 - 2) An individual board member from a CSBA member district or COE
 - 3) Another board member association
- **Candidate Form:** A signed and dated candidate form completed by the nominee is due to CSBA no later than **Friday, October 6** (U.S. Postal Service postmark or email nominations@csba.org). An optional, one-page résumé may also be submitted and is due by Friday, October 6.

The completed candidate form and two letters of recommendation will be published in the Delegate Assembly meeting agenda packet exactly as submitted.

Please contact CSBA's Executive Office at 800-266-3382 should you have any questions. Thank you.

Board Reference Material

SUBJECT TITLE: Provisional Internship Permit

REQUESTED ACTION: Approve

 Action X

 Discussion/Information

RECOMMENDATION:

It is recommended the Board approve a Provisional Internship Permit, which will allow the following assignment for the 2017-18 school year.

BACKGROUND INFORMATION:

1. Jordan, Scott –Mathematics Teacher – Creekside Junior High School

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

None

ORIGINATOR: Tammie Calzadillas, Assistant Superintendent, Human Resources
Date: September 14, 2017

VERIFICATION OF REQUIREMENTS For the Provisional Internship Permit

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

Name of Applicant SCOTT JORDAN

SSN _____

Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT

County/District/CDS Code 24 -65755

Multiple Subject

Single Subject - Specify subject(s): MATHEMATICS

Education Specialist - Specify specialty area(s): _____

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

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

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

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

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

- Advertised in professional journals
- Attended job fairs in California
- Attended recruitment out-of-state
- Contacted California teacher recruitment centers
- Advertised in local/national newspapers
- Other (explain) LBUSD Job Fair 1-20-16

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

Public School District

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

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

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

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

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

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

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

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

Applicant Signature _____

Employing Agency Certification

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

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

Signature _____

Title **Assistant Superintendent, Human Resources**

Date _____

Board Reference Material

SUBJECT TITLE: **Sufficiency of Instructional Materials**

REQUESTED ACTION: Hold Public Hearing & Adopt Resolution #22-17

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended that the Board hold a public hearing and adopt Resolution #22-17, Adequacy of Pupil Textbooks for the 2017-18 school year.

BACKGROUND INFORMATION:

The governing board of the Los Banos Unified School District is required to hold an annual public hearing and adopt a resolution stating whether each pupil in the district has sufficient textbooks or instructional materials in specified subjects consistent with the content and cycle of the curriculum frameworks adopted by the state board. In light of the Williams Lawsuit settlement it is necessary to hold this hearing to highlight the means by which the district is addressing instructional materials requirements. The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks. The program is provided to all students at the given grade level or enrolled in these courses.

ALTERNATIVE CURRENT MATERIALS

The District Superintendent’s signature and date on the appropriate form shall serve as assurance to the Superintendent of Public Instruction that the governing board of the Los Banos Unified School District has complied with the requirements of EC 60199 (c), 60422 (a), 60551 and California Code of Regulation (CCR), Title 5, Section 9531 (a).

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This goal does not directly align with the district adopted goals. It is a legal requirement.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

Textbook funds are included in the adopted budget.

ORIGINATOR: Paula Mastrangelo & Paul J. Enos, Assistant Superintendents
Date: September 14, 2017

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

RESOLUTION #22-17

**RESOLUTION REGARDING SUFFICIENCY OF INSTRUCTIONAL
MATERIALS**

WHEREAS, the Governing Board of Los Banos School District in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 14, 2017, at 7:00 p.m., and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, the governing board of a school district is responsible for providing the highest quality educational materials for its students, and

WHEREAS, the State of California has provided funding for textbooks and instructional materials, consistent with the state content standards through the Instructional Materials Fund, and;

WHEREAS, the governing board of the Los Banos Unified School District has provided adequate notice and conducted a public hearing to encourage participation of those interested in the affairs of the district on the issue of sufficiency of textbooks and instructional materials, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics

Macmillan/McGraw Hill, California Mathematics
CA Mathematics CA Edition 2007 (K-6)

Houghton Mifflin Harcourt
Go Math National, 2012 (K-1)

Science

Macmillan/McGraw Hill, McGraw Hill
California Science, 2008 (K-6)

History-Social Science

Pearson Scott Foresman, Scott Foresman History
Social Science for California, 2006 (K-5)

Holt, Rinehart & Winston, Holt California
Social Studies, 2006 (6-8)

**English/Language Arts, including the English Language Development (ELD)
component of an adopted program:**

ELA – Houghton Mifflin Reading: Medallion Edition, 2010 (K-6)

ELD – Houghton Mifflin Reading: Medallion Edition English Language Development
Program, 2010 (K-6)

Intervention – Scholastic, READ 180, System 44, upgraded to Next Generation

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil
enrolled in foreign language or health classes;

WHEREAS, laboratory science equipment was available for science laboratory classes
offered in grades 9-12, inclusive.

THEREFORE BE IT RESOLVED that for the 2017-2018 school year, the Los Banos
Unified School District has provided each pupil with sufficient textbooks and
instructional materials consistent with the cycles and content of the curriculum
frameworks.

Passed and adopted this **14th day of September, 2017**, at a regular meeting by the
following vote:

Ayes _____

Noes _____

Absent _____

Abstain _____

President, Board of Education
Los Banos Unified School District

Clerk, Board of Education
Los Banos Unified School District

Superintendent
Los Banos Unified School District

Board Reference Material

SUBJECT TITLE: **Proposal from Mangini Architects for Elementary School Plan Update**

REQUESTED ACTION: Approval

Action X Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the proposal from Mangini Architects to update the B Street Elementary School plans and resubmit them to DSA for approval.

BACKGROUND INFORMATION:

The district submitted plans for a new elementary school to the Division of the State Architect (DSA) in 2012 which were approved in January 2013. The DSA approval of the plans is only valid for 4 years, and in January 2017 the approval expired. If the district still wants to complete this project the plans must be updated to current building codes and resubmitted to DSA.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVE/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities:

\$350,000 from Developer Fees Fund 25. Other costs may be incurred as per the proposal.

ORIGINATOR: Dean Bubar, Assistant Superintendent for Administrative Services
DATE: September 14, 2017

**AMENDMENT #1 TO AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR DSA RESUBMITTAL**

**NEW ELEMENTARY SCHOOL FOR
LOS BANOS UNIFIED SCHOOL DISTRICT**

AGREEMENT made as of September 14, 2017,

BETWEEN the Owner (hereafter referred to as Owner):

LOS BANOS UNIFIED SCHOOL DISTRICT
1717 South 11th Street
Los Banos, CA 93635

and the **Architect** (hereafter referred to as Architect):

MANGINI ASSOCIATES INC.
4320 W. Mineral King Avenue
Visalia, CA 93291

For the following **Project**:

NEW ELEMENTARY SCHOOL
Los Banos, CA 93635

Is amended as follows:

Due to the expiration date (6/23/2015) of the DSA stamp approval the architect shall assist the district in a re-submittal to DSA for re-approval. This amendment shall also reference the existing "Agreement between Owner and Architect" dated May 13, 2010. For the Architect's efforts in modifying the original plans and specs to meet current code requirements and re-submittal for DSA approval, the Owner shall compensate the Architect a stipulated sum of **\$350,000**. After such agency approves the Initial Basic Services Compensation will be adjusted per original agreement 11.1.4 Initial Basic Services Compensation.

IN WITNESS WHEREOF, the parties have executed this Amendment as of September 14, 2017.

OWNER
LOS BANOS UNIFIED SCHOOL DISTRICT

ARCHITECT
MANGINI ASSOCIATES INC.

By: _____
Mark Marshall, Ed.D., Superintendent

By: _____
Christopher D. McLain, President, C29566

Board Reference Material

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

REQUESTED ACTION: Review

Action _____ Discussion/Information _____ X

RECOMMENDATION:

It is recommended that the Board review 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

ORIGINATOR: Dr. Mark Marshall, Superintendent

DATE: September 14, 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>

(7/07 3/11) 7/16

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

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

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/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)

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
 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)

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>

(2/14 10/14) 9/16

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

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 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

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
August 10, 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: Discipline/Dismissal/Release/Reassignment (Section 54957) no action was taken. Closed Session

The audience was led in the Pledge of Allegiance by LBJHS Principal, Ms. Deolinda Brasil, followed by a moment of silence in memory of Mrs. Jennie G. Vazquez, mother of Board Member Ray Martinez. Pledge of Allegiance

On a motion by Member Areias, seconded by Member Martinez, Trustees approved the agenda as submitted. 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

No Report LBTA Report

No Report CSEA Report

Dr. Marshall expressed his condolences to Mr. Martinez. He commended all staff on the opening day of school, the Welcome Back Breakfast, Meet the Teacher events and the VE flag raising ceremony. He reminded the Board of the upcoming special board workshop on Saturday, August 12th. 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 offered her condolences to Ray Martinez and family. She said the LULAC Conference she recently attended at PHS, was very well organized, the students were very well behaved and seemed to be enjoying themselves. She said she would prefer that it not be held on the last day of summer school, during class time. She said it was wonderful to see everyone at the Welcome Back Breakfast and thanked everyone that helped make it a success. She went to Meet the Teacher Night at Mercey Springs Elementary School and was very impressed with the new classrooms. She said Mr. Rosales, RME Principal, did an excellent job with the State of the School Address and thanked him for the invitation. She also attended the Volta Elementary School flag raising ceremony, commenting that it is always a heartwarming event. She gave a brief update on the Caltrans report regarding the Highway 152 and 11th Street crossing. She said the report states that the installation of a Hawk System could take two years to complete. She said this needs to be taken care of sooner, for the safety of the students. She wished everyone the best of luck this year and is confident that staff will provide students with the needed support to help them shine. Mr. Munoz applauded Mr. Rosales for the State of the School Trustee Reports

Address and thanked him for the invitation. He said he attended the Volta Elementary School flag raising ceremony and thanked the staff for a job well done. He wished everyone good luck in the new school year. Mr. Areias attended Back To School Night at Charleston Elementary School and complemented the staff on how nice the facility looked. He attended RME State of the School Address and thanked Mr. Rosales for a great event. He attended MSE Meet the Teacher Night and toured the new classrooms. He said he was glad to see the project completed on time and felt assured that it was money well spent. He said it was great to see everyone at the Back to School Breakfast. He asked for a current and past cost summary report for summer school, number of students that attend, how many students complete the program, average grade point of students enrolled and the student benefits. He voiced concern regarding the timeframe for receiving State funding for new schools, reiterating that the District is in need of facility upgrades and new schools. He said the lack of funds to build facilities has put many projects on hold and a plan for future growth needs to be in place just in case the state funding is delayed. He thanked all district staff stating that he appreciates their hard work and dedication. Ms. Smith said she attended the Welcome Back Teacher event at LFE and the classrooms were warm, inviting and everyone was excited to be back. She thanked Memorial Hospital of Los Banos and the Salvation Army for the donation of backpacks for students. She wished all staff a great year. Ms. Goin-Soares wished everyone a happy new school year. She thanked the District and Charleston Elementary for making the transition from Green Valley Charter School to CE a welcoming experience for her and her children. Mr. Martinez said the LULAC conference was awesome. He wished all administrators, staff and students a great year. He said he would like to continue Board training and is continuing communication to improve relationships with continuance in his district. Mr. Parreira said the Caltrans report is unacceptable and encouraged Dr. Marshall to work with the City in hopes of moving the project along. He attended many Meet the Teacher Events and Senior Sunset at Loftin Stadium. He thanked everyone that donated prizes and food for the Senior Sunset event, commenting that it was a very nice to see both high schools together. He also attended the VE flag raising ceremony, thanked Dr. Marshall for his welcome address at the Back to School Breakfast and offered his condolences to Ray Martinez and family. Dr. Marshall acknowledged Stuff the Bus, thanked St. Albans Church, Pastor Noah and everyone that donated.

MESA advisor, Mr. Tim Burns, students Kevin Ramirez and Ernesto Castro provided an informational report on the recent MESA Prosthetic Arm Competition in Philadelphia where they took second place. MESA Report

On motion by Member Areias, seconded by Member Benton, Trustees approved Provisional Internship Permits for the following teachers: Flores, Jaime – English Teacher, Los Banos High School, Wills, Stevie – Science Teacher-Biology – Los Banos Junior High School, Mendez, Ashley – Grade 4 – Mercey Springs Elementary. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried. Provisional Internship Permits

On a motion of Member Areias, seconded by Member Smith, Trustees adopted Resolution #20-17 and approved the contract for Transition Partnership Services between the State of California Department of Rehabilitation and Los Banos Unified School District. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried. Department of Rehabilitation Contract

| | |
|---|------------------------------------|
| <p>On motion by Member Areias, seconded by Member Goin-Soares, Trustees approved the authorized signatures for the District Revolving Fund, Clearing Account and Children’s’ Welfare Fund. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.</p> | <p>Authorized Signatures</p> |
| <p>On motion by Member Benton, seconded by Member Martinez, Trustees approved the purchase of two new Ford Transit Connect vans from Santos Ford. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.</p> | <p>Vehicle Purchase</p> |
| <p>On motion by Member Areias, seconded by Member Benton, Trustees approved the School Impact Mitigation Agreement with TV Los Banos, LLC regarding the San Luis Estates development located at APN 428-121-012 on San Luis Street. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.</p> | <p>School Mitigation Agreement</p> |
| <p>On motion by Member Goin-Soares, seconded by Member Areias, Trustees approved the Consent Calendar as submitted. Ayes: Mr. Areias; Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.</p> | <p>CONSENT CALENDAR</p> |
| <p>Trustees approved minutes of the: Regular Meeting held on July 13, 2017 and the Special Board Meeting on July 22, 2017.</p> | <p>Minutes</p> |
| <p>Certificated Appointments: Remedios, Haley – Science Teacher – Los Banos High School – effective 8-1-2017, Lander, Marcee – Science Teacher – Pacheco High School – effective 8-1-2017, Flores-Villanueva, Lizenia – Grade 4 Teacher – Mercey Springs Elementary – effective 8-1-2017, Ordunez, Margaret – Assistant Principal – Westside Elementary – effective 8-1-2017, Couch, Sara – Assistant Principal – Creekside Junior High School – effective 8-1-2017, Hernandez, Beatrice – Associate Permit Teacher – Pre-School - effective 8-1-2017, Gonzalez, Norma - Associate Permit Teacher – Pre-School - effective 8-1-2017, Harper, Douglas – Psychologist – District Wide – effective 8-1-2017, Yasin-Gurgen, Leila – Learning Director – Creekside Junior High – effective 8-1-2017; Resigned: Baker, Amber – 3rd Grade Teacher – Mercey Springs Elementary- effective 6-30-2017, Faria-Flores, Gabriela – Science Teacher – Pacheco High School – effective 6-30-2017; Classified Appointments: Abarca, Yaochi – LBHJ, Music Accompanist (2.0 Hrs), Alvarenga, Virginia – SS, Behavior Support Assistant (6.0 Hrs), Aragon, Joseph – LBHJ, Custodian (8.0 Hrs), De La Torre Navarro, Emilia WUES, Paraprofessional (6.0 Hrs), Esparza Coronado, Niky – SS, Behavior Support Assistant (6.0 Hrs), Iturbide, Christian – CJHS, Campus Security (6.0 Hrs), Landeros, Jasmin – LFE, Behavior Support Assistant (6.0 Hrs), Rubio, Ivette – LBHS, Paraprofessional (7.0 Hrs), Smith, Sesli – LFE, Paraprofessional (4.7 Hrs), Venegas, Victoria – LBHJ, Behavior Support Assistant (6.0 Hrs) <u>Promotional</u>: Antonetti, Ariane – LBE, Paraprofessional (6.0 Hrs), Fuentes, Mickey – LBHS, Campus Security (8.0 Hrs), Jimenez, Richard – RME, Head Custodian (8.0 Hrs), Monteon, Jessica – PHS, Office Assistant (8.0 Hrs), Nunes Ballez, Diane – FS, Child Nutrition Worker (5.0 Hrs), Preciado, Susana – WUES, Office Assistant (7.0 Hrs), Stevenson, Amy – FS, Child Nutrition Worker (7.0 Hrs), Torres, Claudia – LBHJ, Office Assistant (8.0 Hrs); <u>Retired</u>: Bubar, Dean – DO, Assistant Superintendent, Administrative Services – Effective 9/29/2017, Cardoza, Jim – CE, Head Custodian – Effective 9/5/2017, Johnson, Elizabeth – CK, Child Nutrition Supervisor – Effective 9/29/2017, Ware, Randall – LBHS – Effective 9/4/2017</p> | <p>Personnel Actions</p> |

| | |
|---|--------------------------------|
| The monthly Fiscal Report was submitted for Board information. | Fiscal Report |
| The County Treasurer's Report for the quarter ending June 30, 2017 was submitted for information. | Quarterly Investment Report |
| Trustees approved the employee stipends for Paid Prep Period. | Paid Prep Stipend Additions |
| Trustees approved the following agreements/proposals: Loma Linda University Student Teacher Speech Language Pathology and MCDA, MCOE and LBUSD Countywide Truancy Officer. | Agreements/ Contracts |
| Trustees approved the following overnight/out-of-state travel: LBHS/PHS FFA National Convention and Leadership Trip, Indiana/Washington D.C., Oct 24 – Nov. 1, 2017. | Travel |
| Trustees declared specified electronic equipment as obsolete and authorized disposal in accordance with Board Policy #3270. | Disposal of Obsolete Equipment |
| Trustees declare specific library books and/or textbooks from Westside Union Elementary School as obsolete and authorized their disposal in accordance with Board Policy #3270. | Obsolete Books |
| Trustees approved the warrants for payment. | Warrants |
| Ms. Smith asked for clarification regarding the Truancy Officer position. There were no requests for future agenda items. | Future Agenda Items |
| No Action taken | Reporting Closed Session |
| The meeting was adjourned by Mr. Parreira at 7:48 P.M. | Adjournment |

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

REPORT OF CERTIFICATED EMPLOYMENT FOR BOARD APPROVAL – September 14, 2017

Tammie Calzadillas, Assistant Superintendent

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- 7th Grade Volleyball-LBJH, Oyuki Sandoval- 7th Grade Volleyball-CJHS, Rachel Barcellos- 8th Grade Volleyball-LBJH, 8th Grade Asst. Basketball Coach (girls)-LBJH, Mikell Benton- 7th Grade Volleyball-CJHS, Doug Fuentes-7th Grade Soccer Coach-LBJH, Armando Fuentes-7th Grade Soccer Coach-CJHS, Marc Heguy-8th Grade Soccer Coach-CJHS, Chris Bell-Activities Director-CJHS, Sandra Anaya-7th Grade Asst. Volleyball Coach-CJHS, Cindy Baca- 8th Grade Asst. Volleyball Coach-LBJH, Paula Chavez-8th Grade Asst. Volleyball Coach-CJHS, Bernardo Vera-7th Grade Asst. Soccer Coach-CJHS, Erica Franco-8th Grade Asst. Soccer Coach-LBJH, Efrain Ulloa-8th 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.

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

REPORT OF CLASSIFIED EMPLOYMENT FOR BOARD APPROVAL – September 14, 2017

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

Termination:

Board Reference Material

SUBJECT TITLE: Monthly Fiscal Report

REQUESTED ACTION: None—report only

 Action_____

 Discussion/Information___X___

RECOMMENDATION:

The attached reports are provided for informational purposes only.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

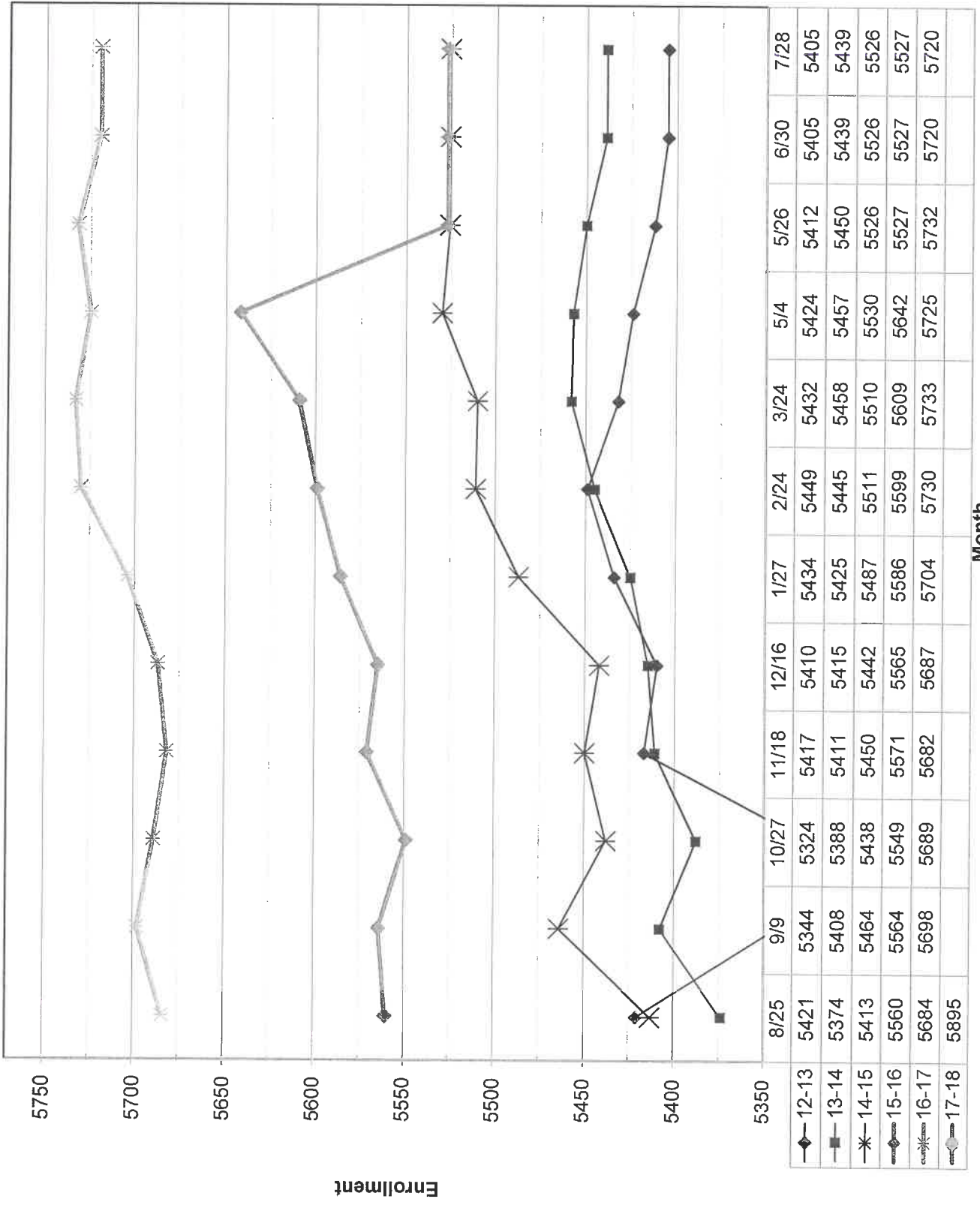
N/A

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

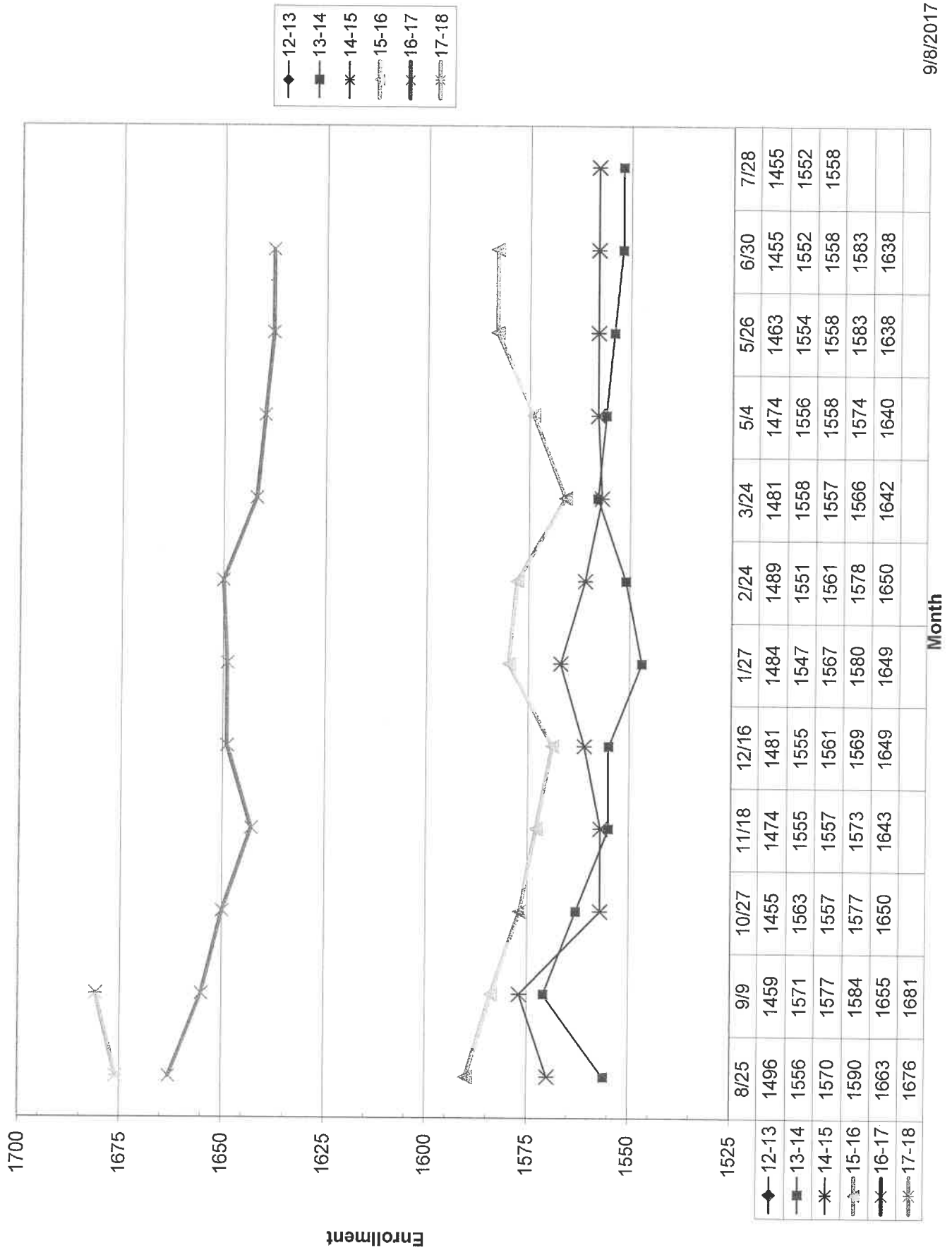
N/A

ORIGINATOR: Don Laursen, Director of Fiscal Services
Date: September 14, 2017

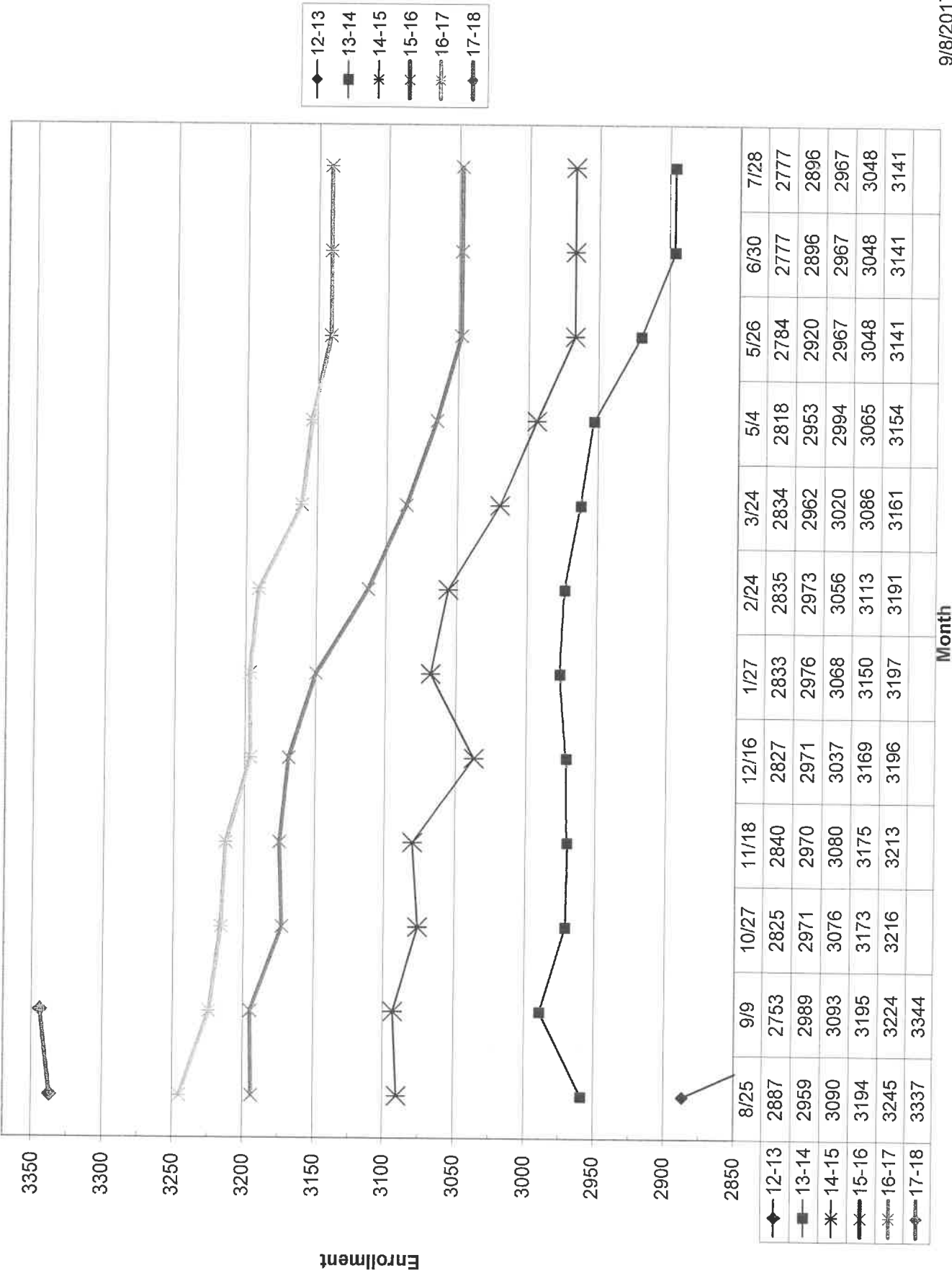
K-6 Enrollment (including SDC) by Month



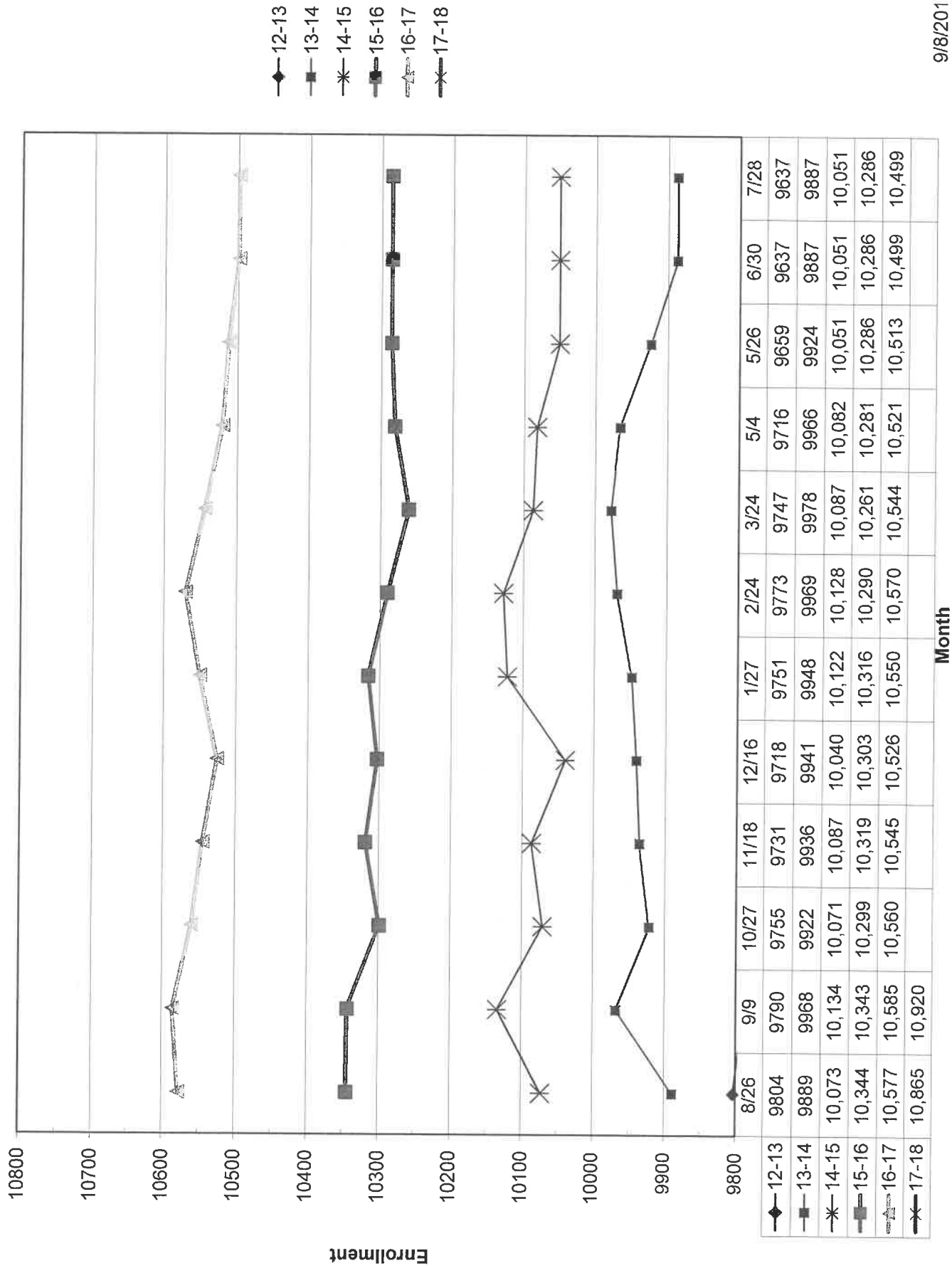
7-8 Enrollment (including SDC)



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 | 56.81% | 56.81% |
| 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 | 43.19% | 100.00% |
| SEP | \$77,550.43 | 8.53% | 30.01% | \$37,320.27 | 2.54% | 17.19% | \$47,479.74 | 2.07% | 3.48% | | 0.00% | 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% | | \$483,454.64 | 100.00% | |
| | 513,000.00 | | | 250,000.00 | | | 250,000.00 | | | 250,000.00 | | |

Board Reference Material

SUBJECT TITLE: Quarterly and Annual SISC GASB 45 Trust Investment Reports

REQUESTED ACTION: None (report)

Action _____ Discussion/Information X

BACKGROUND INFORMATION:

Attached for review is the most recent GASB 45 Investment Trust Report from Self Insured Schools of California (SISC), our GASB 45 Trust Administrator. It reflects the current balance of cash invested in the Trust, and the return on that investment.

The SISC GASB 45 Trust was established by the Board as a means of meeting its post-retirement benefits liability and represents the District's commitment to that financial responsibility. The Trust is actively managed and invested in public capital markets to seek a higher rate of investment return than the District could obtain through the county treasury. For the Quarter ended 12/31/13 the Trust earned 2.76%, and 11.97% for the 16-17 year.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This action supports Board goal #10: To maintain sufficient reserves to insure fiscal stability in the budget year and for the next three projected fiscal years.

ALTERNATIVES/IDENTIFIED OPPOSITION:

The Board could pay for all the liabilities as they come due, using current revenues available at that time. By establishing the Trust, the District's ability to meet its liabilities and its credit rating in the financial markets is greatly improved. This will also improve the District's credit rating when seeking funding in the capital markets.

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

The Trust investment provides a reserve established to meet expected post-employment retirement liabilities. The current amount in the trust will be used exclusively for that purpose.

ORIGINATOR: Don Laursen, Fiscal Services Director
Date: September 14, 2017



August 3, 2017

TO: SISC GASB 45 Trust Participating Employers
FROM: Kim A Sloan, CPA, Chief Financial Officer
Self-Insured Schools of California
SUBJ: SISC GASB 45
Statement for Quarter Ending June 30, 2017

Your statement for the quarter ending **June 30, 2017** is now available on the SISC website. The statements provide information about your district's transaction activity and investment performance. A summary of the quarterly return is provided below. The detailed asset allocation and investment report will be provided after review by our Board of Directors on August 17, 2017.

| | |
|---------------------|--------------------------------|
| | <u>April-June 2017 Quarter</u> |
| SISC GASB 45 | 2.76% |

Additional commentary provided by our investment manager, Fred Bayles, Graystone Consulting, is presented below:

For the last 6 months, improving growth and contained inflation have helped to push asset prices higher, and we think this trend can persist through the end of 2017. Our economists see more growth and less inflation than the consensus. As the Fed unwinds its balance sheet, we think this will turn rising levels of confidence into action as companies raise capital expenditures and investors will push more money into the stock market raising overall levels of risk. This is typical late cycle behavior and as a rule, bull markets always tend to climb a wall of worry.

We are now in the ninth year of the third longest economic expansion since World War II and the U.S. economic cycle is aging gracefully. We expect the unemployment rate to fall to an average 4.2% in the fourth quarter but remain around 4.1% through 2017. Our inflation forecast for this year is 1.8% and we expect the Fed to announce in September that it will begin to phase out reinvestments of both mortgage backed securities and US Treasuries. We also expect a rate hike in December and expect the 10-year treasury to trade between 2.375% and 2.500%.

As for the GASB 45 Trust, we are bullish on global equities and continue to favor European and emerging markets as we continue to experience better growth stories abroad compared to the US; so we have been investing here. We think financial stocks could see a stronger second half since the crisis and regulatory requirements incurred has forced these companies to become squeaky clean thereby increasing earnings. We are continuing our strategy of growth and income and staying the course.

If you have any questions, please contact Nancy Russo at narusso@kern.org, or (661) 636-4654.

Mailing address: P.O. Box 1808, Bakersfield, CA 93303-1808 <http://www.kern.org/sisc/>
Street address: 2000 K Street, Bakersfield, CA 93301 (661) 636-4710

A Joint Powers Authority administered by the Kern County Superintendent of Schools Office, Mary C. Barlow, Superintendent

SISC OPEB Trust – Moderate Growth
2000 K Street – P.O. Box 1808
Bakersfield, CA 93303-1808

Annual 2016-17
Statement for July 1, 2016-June 30, 2017

Los Banos Unified School District
Account Summary

| | Beginning Date | Ending Date | Days Invested | Days In Year | Amount Invested | Weighted Average |
|-------------------------|----------------|-------------|---------------|--------------|-----------------|------------------|
| Beginning Account Value | 7/01/2016 | 6/30/2017 | 365 | 365 | \$3,002,043.56 | \$3,002,043.56 |
| Contributions | 7/05/2016 | 6/30/2017 | 361 | 365 | \$5,693.66 | \$5,631.26 |
| Distribution | 7/15/2016 | 6/30/2017 | 351 | 365 | (\$13,422.22) | (\$12,907.40) |
| Distribution | 7/15/2016 | 6/30/2017 | 351 | 365 | (\$37,307.70) | (\$35,876.72) |
| Contributions | 7/19/2016 | 6/30/2017 | 347 | 365 | \$87,994.46 | \$83,655.01 |
| Contributions | 8/02/2016 | 6/30/2017 | 333 | 365 | \$3,406.26 | \$3,107.63 |
| Distribution | 8/03/2016 | 6/30/2017 | 332 | 365 | (\$13,422.22) | (\$12,208.70) |
| Contributions | 8/09/2016 | 6/30/2017 | 326 | 365 | \$85,301.54 | \$76,187.13 |
| SISC Admin Fee | 8/22/2016 | 6/30/2017 | 313 | 365 | (\$375.26) | (\$321.80) |
| Trustee Fees | 8/22/2016 | 6/30/2017 | 313 | 365 | (\$375.26) | (\$321.80) |
| Contributions | 8/29/2016 | 6/30/2017 | 306 | 365 | \$12,789.10 | \$10,721.82 |
| Distribution | 8/31/2016 | 6/30/2017 | 304 | 365 | (\$37,307.70) | (\$31,072.71) |
| Contributions | 9/12/2016 | 6/30/2017 | 292 | 365 | \$95,408.23 | \$76,326.58 |
| Distribution | 9/14/2016 | 6/30/2017 | 290 | 365 | (\$12,093.17) | (\$9,608.27) |
| Distribution | 9/27/2016 | 6/30/2017 | 277 | 365 | (\$37,307.70) | (\$28,312.97) |
| Contributions | 10/03/2016 | 6/30/2017 | 271 | 365 | \$10,160.04 | \$7,543.48 |
| Distribution | 10/12/2016 | 6/30/2017 | 262 | 365 | (\$12,093.17) | (\$8,680.58) |
| Contributions | 10/18/2016 | 6/30/2017 | 256 | 365 | \$96,385.16 | \$67,601.65 |
| Contributions | 10/31/2016 | 6/30/2017 | 243 | 365 | \$5,703.58 | \$3,797.18 |
| Distribution | 11/03/2016 | 6/30/2017 | 240 | 365 | (\$2,187.83) | (\$1,438.57) |
| Contributions | 11/07/2016 | 6/30/2017 | 236 | 365 | \$97,057.84 | \$62,755.21 |
| Distribution | 11/08/2016 | 6/30/2017 | 235 | 365 | (\$38,297.70) | (\$24,657.42) |
| Distribution | 11/10/2016 | 6/30/2017 | 233 | 365 | (\$15,850.64) | (\$10,118.35) |
| SISC Admin Fee | 11/14/2016 | 6/30/2017 | 229 | 365 | (\$405.66) | (\$254.51) |
| Trustee Fees | 11/14/2016 | 6/30/2017 | 229 | 365 | (\$405.66) | (\$254.51) |
| Contributions | 11/28/2016 | 6/30/2017 | 215 | 365 | \$6,254.05 | \$3,683.89 |
| Distribution | 12/06/2016 | 6/30/2017 | 207 | 365 | (\$37,036.10) | (\$21,004.03) |
| Contributions | 12/09/2016 | 6/30/2017 | 204 | 365 | \$97,779.33 | \$54,649.27 |
| Distribution | 12/14/2016 | 6/30/2017 | 199 | 365 | (\$37,036.10) | (\$20,192.28) |
| Contributions | 12/28/2016 | 6/30/2017 | 185 | 365 | \$6,045.97 | \$3,064.40 |
| Distribution | 1/11/2017 | 6/30/2017 | 171 | 365 | (\$15,882.64) | (\$7,440.91) |
| Distribution | 1/19/2017 | 6/30/2017 | 163 | 365 | (\$15,882.64) | (\$7,092.80) |
| Distribution | 1/20/2017 | 6/30/2017 | 162 | 365 | (\$37,036.10) | (\$16,437.94) |
| Contributions | 1/30/2017 | 6/30/2017 | 152 | 365 | \$6,467.80 | \$2,693.44 |
| Distribution | 2/08/2017 | 6/30/2017 | 143 | 365 | (\$14,281.00) | (\$5,595.02) |
| Contributions | 2/15/2017 | 6/30/2017 | 136 | 365 | \$192,787.48 | \$71,833.14 |
| Distribution | 2/16/2017 | 6/30/2017 | 135 | 365 | (\$37,036.10) | (\$13,698.28) |

SISC OPEB Trust – Moderate Growth
2000 K Street – P.O. Box 1808
Bakersfield, CA 93303-1808

Annual 2016-17
Statement for July 1, 2016-June 30, 2017

Los Banos Unified School District
Account Summary

| | Beginning Date | Ending Date | Days Invested | Days In Year | Amount Invested | Weighted Average |
|----------------|----------------|-------------|---------------|--------------|-----------------------|-----------------------|
| SISC Admin Fee | 2/21/2017 | 6/30/2017 | 130 | 365 | (\$428.03) | (\$152.45) |
| Trustee Fees | 2/21/2017 | 6/30/2017 | 130 | 365 | (\$428.03) | (\$152.45) |
| Contributions | 2/27/2017 | 6/30/2017 | 124 | 365 | \$5,969.30 | \$2,027.93 |
| Contributions | 3/06/2017 | 6/30/2017 | 117 | 365 | \$96,776.54 | \$31,021.52 |
| Distribution | 3/15/2017 | 6/30/2017 | 108 | 365 | (\$12,711.66) | (\$3,761.26) |
| Distribution | 3/28/2017 | 6/30/2017 | 95 | 365 | (\$37,036.10) | (\$9,639.53) |
| Contributions | 3/30/2017 | 6/30/2017 | 93 | 365 | \$5,256.93 | \$1,339.44 |
| Distribution | 4/07/2017 | 6/30/2017 | 85 | 365 | (\$12,711.66) | (\$2,960.25) |
| Contributions | 4/17/2017 | 6/30/2017 | 75 | 365 | \$96,881.91 | \$19,907.24 |
| Contributions | 4/19/2017 | 6/30/2017 | 73 | 365 | \$0.05 | \$0.01 |
| Distribution | 4/21/2017 | 6/30/2017 | 71 | 365 | (\$32,332.70) | (\$6,289.37) |
| Contributions | 5/01/2017 | 6/30/2017 | 61 | 365 | \$4,787.93 | \$800.17 |
| Distribution | 5/05/2017 | 6/30/2017 | 57 | 365 | (\$11,299.72) | (\$1,764.61) |
| SISC Admin Fee | 5/05/2017 | 6/30/2017 | 57 | 365 | (\$467.99) | (\$73.08) |
| Trustee Fees | 5/05/2017 | 6/30/2017 | 57 | 365 | (\$467.99) | (\$73.08) |
| Contributions | 5/08/2017 | 6/30/2017 | 54 | 365 | \$97,640.49 | \$14,445.44 |
| Distribution | 5/24/2017 | 6/30/2017 | 38 | 365 | (\$34,058.30) | (\$3,545.80) |
| Contributions | 6/01/2017 | 6/30/2017 | 30 | 365 | \$4,152.42 | \$341.29 |
| Distribution | 6/13/2017 | 6/30/2017 | 18 | 365 | (\$11,299.72) | (\$557.25) |
| Contributions | 6/16/2017 | 6/30/2017 | 15 | 365 | \$96,002.92 | \$3,945.33 |
| Distribution | 6/22/2017 | 6/30/2017 | 9 | 365 | (\$32,332.70) | (\$797.24) |
| Contributions | 6/27/2017 | 6/30/2017 | 4 | 365 | \$5,065.37 | \$55.51 |
| | | | | | \$3,623,194.75 | \$3,311,916.59 |

Total Ending Value **\$4,019,535.02**

Amount Invested **\$3,623,194.75**

Return on Investment (\$) **\$396,340.27**

Weighted Average Balance **\$3,311,916.59**

Annual Return on Investment: **11.97%**

| | | |
|--------------------------------|------------|---------------------|
| Verification of annual ROI \$: | 09/30/2016 | \$104,288.92 |
| | 12/31/2016 | \$2,860.80 |
| | 03/31/2017 | \$183,150.81 |
| | 06/30/2017 | \$106,039.74 |
| | | \$396,340.27 |

SISC OPEB Trust – Moderate Growth
2000 K Street – P.O. Box 1808
Bakersfield, CA 93303-1808

Statement for April 1, 2017 – June 30, 2017

Los Banos Unified School District
 Don Laursen
 1717 S. Eleventh Street
 Los Banos, CA 93635

Final

ACCOUNT SUMMARY

| | Beginning Date | Ending Date | No. of Days Invested | No. of Days In Quarter | Amount Invested | Weighted Average |
|-------------------------|----------------|-------------|----------------------|------------------------|-----------------|------------------|
| Beginning Account Value | 4/01/2017 | 6/30/2017 | 91 | 91 | \$3,743,934.97 | \$3,743,934.97 |
| Distribution | 4/07/2017 | 6/30/2017 | 85 | 91 | (\$12,711.66) | (\$11,873.53) |
| Contributions | 4/17/2017 | 6/30/2017 | 75 | 91 | \$96,881.91 | \$79,847.73 |
| Contributions | 4/19/2017 | 6/30/2017 | 73 | 91 | \$0.05 | \$0.04 |
| Distribution | 4/21/2017 | 6/30/2017 | 71 | 91 | (\$32,332.70) | (\$25,226.61) |
| Contributions | 5/01/2017 | 6/30/2017 | 61 | 91 | \$4,787.93 | \$3,209.49 |
| Distribution | 5/05/2017 | 6/30/2017 | 57 | 91 | (\$11,299.72) | (\$7,077.85) |
| SISC Admin Fee | 5/05/2017 | 6/30/2017 | 57 | 91 | (\$467.99) | (\$293.14) |
| Trustee Fees | 5/05/2017 | 6/30/2017 | 57 | 91 | (\$467.99) | (\$293.14) |
| Contributions | 5/08/2017 | 6/30/2017 | 54 | 91 | \$97,640.49 | \$57,940.51 |
| Distribution | 5/24/2017 | 6/30/2017 | 38 | 91 | (\$34,058.30) | (\$14,222.15) |
| Contributions | 6/01/2017 | 6/30/2017 | 30 | 91 | \$4,152.42 | \$1,368.93 |
| Distribution | 6/13/2017 | 6/30/2017 | 18 | 91 | (\$11,299.72) | (\$2,235.11) |
| Contributions | 6/16/2017 | 6/30/2017 | 15 | 91 | \$96,002.92 | \$15,824.66 |
| Distribution | 6/22/2017 | 6/30/2017 | 9 | 91 | (\$32,332.70) | (\$3,197.74) |
| Contributions | 6/27/2017 | 6/30/2017 | 4 | 91 | \$5,065.37 | \$222.65 |

SISC OPEB Trust – Moderate Growth
2000 K Street – P.O. Box 1808
Bakersfield, CA 93303-1808

Statement for April 1, 2017 – June 30, 2017

Los Banos Unified School District
 Don Laursen
 1717 S. Eleventh Street
 Los Banos, CA 93635

Final

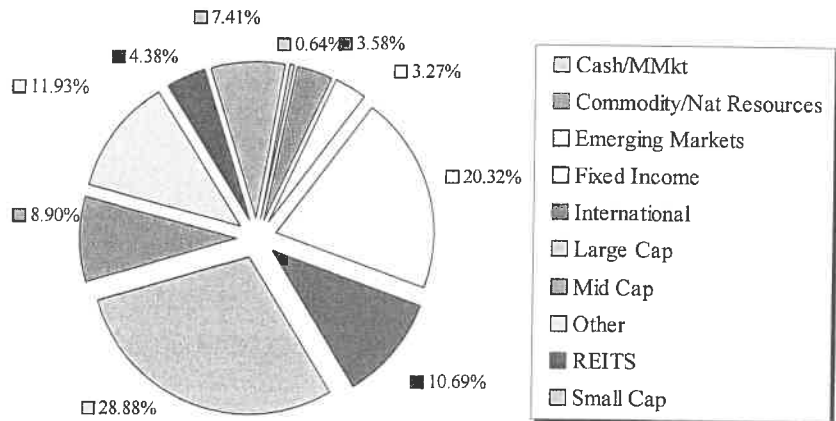
ACCOUNT SUMMARY

| Beginning Date | Ending Date | No. of Days Invested | No. of Days In Quarter | Amount Invested | Weighted Average |
|----------------|-------------|----------------------|------------------------|----------------------------------|------------------|
| | | | | \$3,913,495.28 | \$3,837,929.71 |
| | | | | Ending Account Value at 06-30-17 | \$4,019,535.02 |
| | | | | Amount Invested | \$3,913,495.28 |
| | | | | Return on Investment (\$) | \$106,039.74 |
| | | | | Weighted Average Balance | \$3,837,929.71 |
| | | | | Quarterly Return on Investment: | 2.76% |

TOTAL POOL

Ending Account Market Value: **\$200,149,486.16**

| Investment Allocation | |
|------------------------------|---------|
| Cash/MMkt | 0.64% |
| Fixed Income | 20.32% |
| Large Cap | 28.88% |
| Mid Cap | 8.90% |
| Small Cap | 7.41% |
| International | 10.69% |
| Commodity/Nat Resource | 3.58% |
| REITS | 4.38% |
| Emerging Markets | 3.27% |
| Other | 11.93% |
| | 100.00% |



Your account performance was calculated using a weighted rate of return based on the level and timing of cash flows in and out of the Trust.

Board Reference Material

SUBJECT TITLE: 2016-17 and 2017-18 Gann Limit

REQUESTED ACTION: Adopt 2016-17 and 2017-18 Gann Limit Resolution

Action Discussion/Information

RECOMMENDATION:

The Board is asked to adopt the 2016-17 and 2017-18 Gann Appropriations Limit Resolution.

BACKGROUND INFORMATION:

The District is required to calculate and approve an Appropriations Limit each year. The calculation is included for your information.

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.

ORIGINATOR: Don Laursen, Director of Fiscal Services
Date: September 14, 2017

LOS BANOS UNIFIED SCHOOL DISTRICT

1717 South Eleventh Street
Los Banos, California 93635-4800

RESOLUTION # 23-17

RESOLUTION FOR ADOPTING THE "GANN" LIMIT

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2016-17 fiscal year and a projected Gann Limit for the 2017-18 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2016-17 and 2017-18 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2016-17 and 2017-18 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provide copies of this Resolution along with the appropriate attachments to interested citizens of this District.

Passed and adopted this 14th day of September, 2017, at a regular meeting by the following vote:

Ayes _____

Noes _____

Absent _____

Abstain _____

President, Board of Education or Designee
Los Banos Unified School District

Board Reference Material

SUBJECT TITLE: **California School Boards Association Dues**

REQUESTED ACTION: Approve

 Action X

 Discussion/Information

RECOMMENDATION:

It is recommended the Board approve payment to the California School Boards Association for the 2017-18 dues for CSBA Membership and ELA Membership.

BACKGROUND INFORMATION:

Los Banos Unified School District is a member of the California School Boards Association and is required to pay annual dues.

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):

\$15,151.00 from the General Fund.

ORIGINATOR: Dr. Mark Marshall, Superintendent

Date: September 9, 2017



| |
|-------------------------|
| Reminder Invoice |
|-------------------------|

| |
|---|
| Please refer to your invoice number and customer number in all communications regarding this invoice. |
|---|

Invoice Number **Invoice Date** **PO #**
 INV-32542-K1S3X7 5/2/2017

Bill To:
 Los Banos USD
 1717 S 11th St
 Los Banos, CA 93635-4800
 United States

Ship To:
 Los Banos USD
 1717 S 11th St.
 Los Banos, CA 93635-4800
 United States

| Product Code | Description | Unit Price | Quantity | Extended Price | Terms |
|--------------|---|-------------|----------|----------------|-------|
| CSBA | CSBA Membership (07/01/2017 - 06/30/2018) | \$12,121.00 | 1.00 | \$12,121.00 | |
| ELA | ELA Membership (07/01/2017 - 06/30/2018) | \$3,030.00 | 1.00 | \$3,030.00 | |

Total Invoice: \$15,151.00

Total Paid: \$0.00

Balance Due: \$15,151.00



| | | | | |
|------------------------|-----------------------|---------------------|--------------|--------------------|
| Customer Number | Invoice Number | Invoice Date | Terms | Balance Due |
| 100567 | INV-32542-K1S3X7 | 05/02/2017 | | \$15,151.00 |

Make checks payable to:
 California School Boards Association - CSB (6744)
 c/o West America Bank
 P.O. Box 1450
 Suisun City, CA 94585-4450

Bill To:
 Los Banos USD
 1717 S 11th St
 Los Banos, CA 93635-4800
 United States

Board Reference Material

SUBJECT TITLE: **District Representative, MCSIG**

REQUESTED ACTION: **Designate**

Action X Discussion/Information _____

RECOMMENDATION:

It is recommended the Board adopt Resolution #21-17 designating Don Laursen as the District's representative and Dr. Mark Marshall as the alternate to the Merced County Schools' Insurance Group.

BACKGROUND INFORMATION:

This is an annual appointment required by the JPA guidelines to adopt the attached resolution.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVE/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities:

None

ORIGINATOR: Dean Bubar, Assistant Superintendent for Administrative Services

DATE: September 14, 2017

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

Resolution #21-17

Merced County Schools' Insurance Group

WHEREAS, TITLE 1, Division 7, Chapter 5, Article I, (Section 6500 et. seq.) of the Government Code of the State of California authorized joint exercise by two more public agencies of any power common to them; and

WHEREAS, California law authorizes school districts and Joint Powers Authorities to establish self-funded programs; and

WHEREAS, districts in California determined there was a need and formed a self-funded system for Workers' Compensation coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Authority for self-funding for Workers' Compensation coverage; and

NOW, THEREFORE, BE IT RESOLVED, that:

The Los Banos Unified School District Board designates Don Laursen as its representative to the Governing Board of the Merced County Schools' Insurance Group.

The Los Banos Unified School District Board designates Dr. Mark Marshall as the alternate representative to the Governing Board of the Merced County Schools' Insurance Group.

Passed and adopted this 14th day of September, 2017, by the following vote:

Ayes _____
Noes _____
Absent _____
Abstain _____

Dr. Mark Marshall
Secretary, Board of Trustees
Los Banos Unified School District

Board Reference Material

SUBJECT TITLE: **Donation**

REQUESTED ACTION: Approve

 Action X

 Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the donation of musical instruments from Francine Bolling to Los Banos Junior High School.

BACKGROUND INFORMATION:

Ms. Bolling has generously donated musical instruments with an estimated value of \$250.00 to the Los Banos Junior High band program.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

None

ORIGINATOR: Deo Brasil, Principal, Los Banos Junior High
Date: August 16, 2017



Los Banos Unified School District

1717 South Eleventh Street
Los Banos, California 93635-4800
Telephone (209) 826-3801 Fax (209) 826-6810
www.losbanos.org

DONATION ACCEPTANCE FORM

Name of Donor: Francine Bolling

Address: 139 Santa Barbara St City: Los Banos Zip: 93635

Phone: [REDACTED]

Type of Donation:

Monetary Donation \$ _____

In-Kind Donation (other than monetary)

Description of Donation: 1 pair of cymbal, practice board
4 drum pad, 1 single drum pad.

Donor's estimate of approximate present value \$ 250 -

Intended use of donation: Band practice

Comments: _____

Francine Bolling
Signature of Donor

Date donation was approved by the Board: _____

Board of Trustees

Mr. Anthony Parreira, *President* Ms. Marlene Smith, *Vice President* Mr. Tommy Jones, *Clerk*
Mr. Dennis Areias Mrs. Carole Duffy Mr. Dominic Falasco Mr. John Mueller

Administration

Steve M. Tietjen, Ed.D., *Superintendent*
Dean Buber, *Assistant Superintendent, Administrative Services*
Pat Atkins, *Assistant Superintendent, Human Resources*
Paul Enos, *Assistant Superintendent, Secondary Education*
Paula Mastrangelo, *Assistant Superintendent, Elementary Education*

Board Reference Material

SUBJECT TITLE: Agreement, California School Board Association

REQUESTED ACTION: Action

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve agreement with California School Board Association (CSBA) for governance consulting services.

BACKGROUND INFORMATION:

CSBA will facilitate a workshop for Board Members and the Superintendent to be held at a Special Board Meeting on October 14, 2017.

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 CSBA a base fee of \$2700, plus reasonable travel expenses.

ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Date: September 14, 2017

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as "CSBA" and Los Banos Unified School District hereinafter referred to as "District."

CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of Los Banos Unified School District as requested by CSBA;
- b. provide appropriate facilities for each session; and
- c. provide necessary food and refreshments.

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA

2.1 CSBA agrees to:

- a. conduct phone interviews with board members and superintendent as appropriate;
- b. provide governance consulting services, which may include a workshop to be completed not later than June 30, 2018 on governance leadership, such as district goal setting, board self-evaluation, superintendent evaluation, developing norms and protocols, developing a governance planning calendar, and other governance-related activity as CSBA and District may agree.
- c. provide any necessary copyrighted course materials as needed for the governance leadership workshop;
- d. provide summary materials from the governance consulting services.

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- 3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2700, plus reasonable travel expenses.

- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.
- 3.3 In the event that District cancels the workshop after it is scheduled, District agrees to reimburse CSBA for any travel expenses already incurred by the consultant at the time of the cancellation.

4. CONTRACT TERMINATION

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2018, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. GENERAL PROVISIONS

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

| | | |
|---|---|---|
| Anthony Parreira Board President | Dr. Mark E. Marshall Superintendent | Naomi Eason, Ed.D Assistant Executive Director, Member Services |
| Los Banos Unified School District 1717 S. 11 th Street Los Banos, CA 93635 Phone: (209) 826-3801 | Los Banos Unified School District 1717 S. 11 th Street Los Banos, CA 93635 Phone: (209) 826-3801 | California School Boards Association 3251 Beacon Boulevard West Sacramento, CA 95691 Phone: (916) 669-3293 Fax: (916) 371-3407 |

- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

SCHOOL DISTRICT

BY: _____ DATED: _____
Anthony Parreira, Board President

BY: _____ DATED: _____
Dr. Mark E. Marshall, Superintendent

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: *Naomi Eason* DATED: 8/17/17
Naomi Eason, Ed.D.
Assistant Executive Director,
Member Services

Board Reference Material

SUBJECT TITLE: Lease Agreement, MCOE for Severely Disabled Student Classrooms

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the on-going agreement between the District and the Merced County Office of Education for facility use.

BACKGROUND INFORMATION:

Los Banos Unified School District leases classrooms at R.M. Miano, Mercey Springs Elementary, Volta Elementary, Lorena Falasco Elementary, Los Banos Junior High and Los Banos High School for severely disabled students served by Merced County Office of Education.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

The District will receive \$32781.27 annually for facility use.

ORIGINATOR: Min Yuan, Director, Special Services

Date: September 14, 2017

Merced County Office of Education

Steve Tietjen, Ed.D., Superintendent



Equal Opportunity Employer

August 11, 2017

Mark E. Marshall, Ed.D.
Los Banos Unified School District
1717 S. 11th Street
Los Banos, CA 93635

Dear Dr. Marshall,

Attached please find two copies of each of the Facility Lease Agreements for use of the following sites during the 17-18 school year:

Los Banos High, rooms 523 and 524
Los Banos Jr. High, room B101
Mercy Springs Elementary, preschool building

If the contracts meet with your approval, please sign both copies of each and return one set to my attention. Please retain the other set for your files.

If you have any questions or concerns, please do not hesitate to contact me at (209) 381-6712.

Sincerely,

A handwritten signature in cursive script that reads "Katherine Weimer".

Katherine Weimer
Business Services Manager
Special Education Department

Merced County Office of Education

Steve M. Tietjen, Ed.D., Superintendent



Equal Opportunity Employer

CONTRACT AGREEMENT
between
MERCED COUNTY OFFICE OF EDUCATION
and
LOS BANOS UNIFIED SCHOOL DISTRICT
for
MIANO ELEMENTARY SCHOOL FACILITIES

This Facility Lease (hereinafter "Lease") is made effective July 1, 2017, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. LEASE OF PREMISES: MCOE leases from District, and District leases to MCOE, the real property at Miano Elementary, 1129 E. B Street, Los Banos, California upon which MCOE owned relocatable Miano Elementary classroom F8 and Miano Special Education Center are located ("the premises").
2. TERM: The term of this Lease shall commence on July 1, 2017, and continue until June 30, 2018.
3. RENTAL: No payments or rents are due under this Lease.
4. USE OF PREMISES: MCOE shall use the premises for the purpose of serving students with severe disabilities enrolled. MCOE shall have access to playground, cafeteria, etc. for the students enrolled.
5. MAINTENANCE AND REPAIRS: MCOE at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by MCOE as deemed necessary.

MCOE at its cost shall keep and maintain the grounds around the facility in good order, condition, and repair, including mowing, weeding and watering.

MCOE shall have 30 days after notice from District to commence to perform its obligations under this section, except that MCOE shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If MCOE does not perform its obligations within the time limitations in this paragraph, District can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of the MCOE's obligations.

to declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees to be paid by the losing party, as shall be fixed by the court.

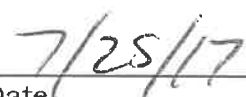
14. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

15. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION



Susan Coston, Assistant Superintendent
Special Education Department



Date

LOS BANOS UNIFIED SCHOOL DISTRICT

Mark E. Marshall, Ed.D., Superintendent

Date

Merced County Office of Education

Steve M. Tietjen, Ed.D., Superintendent



Equal Opportunity Employer

CONTRACT AGREEMENT
between
MERCED COUNTY OFFICE OF EDUCATION
and
LOS BANOS UNIFIED SCHOOL DISTRICT
for
VOLTA ELEMENTARY
AND LOS BANOS HIGH SCHOOL FACILITIES

This Facility Lease (hereinafter "Lease") is made effective July 1, 2017, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. **LEASE OF PREMISES:** MCOE leases from District, and District leases to MCOE, the real property at Volta Elementary, 24307 W. Ingomar Grade and Los Banos High School, 1966 11th Street, Los Banos, California upon which MCOE owned relocatable Volta Elementary room 16 and Los Banos High School room M1, are located ("the premises").
2. **TERM:** The term of this Lease shall commence on July 1, 2017, and continue until June 30, 2018.
3. **TERMINATION OF LEASE:** It is understood that this Lease shall be terminated by any of the following events:
 - (a) By expiration of the Lease following notification of nonrenewal as provided in section 2 of this Lease; or
 - (b) By mutual agreement of both parties; or
 - (c) By MCOE immediately in the case of destruction as provided for in section 12 of this Lease; or
 - (d) By District upon default by MCOE as provided for in section 14 of this Lease if District elects termination as a remedy.
4. **RENTAL:** As set forth in section 6 of this Lease.
5. **USE OF PREMISES:** MCOE shall use the premises for the purpose of serving students with severe disabilities enrolled. MCOE shall have access to playground, cafeteria, etc. for the students enrolled.

6. MAINTENANCE AND REPAIRS: MCOE at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by District as deemed necessary.

MCOE shall have 30 days after notice from District to commence to perform its obligations under this section, except that MCOE shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If MCOE does not perform its obligations within the time limitations in this paragraph, District can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of MCOE's obligations.

District at its cost shall perform, or cause to be performed, custodial services that includes, but is not limited to: cleaning, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.)

MCOE shall pay the District annually **\$10,764.00** for District provided utilities, maintenance and custodial services for the 2 classrooms. These fees will be increased annually by the MCOE Special Education COLA.

7. ALTERATIONS: MCOE shall not make any structural or exterior alterations to the premises without District's consent. MCOE at its cost shall have the right to make, without District's consent, nonstructural alterations to the interior of the premises, which MCOE may require in order to conduct its operations on the premises.

8. MECHANICS' LIENS / STOP NOTICES: MCOE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. MCOE shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for MCOE. MCOE shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by District, MCOE procures and records a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: District shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

10. HOLD HARMLESS: MCOE agrees to indemnify, defend, and hold harmless District from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of MCOE, its officers, boards, agents, employees, servants or invitees, in performance of its obligations under this Lease or in connection with the use or occupancy of the premises which District may sustain because of bodily injury, including death, sustained by any person or persons, including employees of MCOE, or on account of damage to property

of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of District, whether active or passive, its or their officers, boards, agents, employees, or other persons.

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 Lease, 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, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of MCOE, whether active or passive, its or their officers, boards, agents, employees, or other persons.

11. LIABILITY INSURANCE: MCOE shall secure and maintain in force such insurance as will protect it from claims under the State Workers' Compensation Acts, and from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with performance of its obligations under the Lease or in connection with the use or occupancy of the premises. Such insurance shall at a minimum be in the amount of One Million Dollars \$1,000,000.00 per occurrence combined single limit. District shall be named an additional insured on such policies.

District shall secure and maintain in force such insurance as will protect it from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with the performance of its obligations under the Lease or in connection with its ownership of premises and activities related thereto. Such insurance shall at a minimum be in the amount of \$1,000,000.00 per occurrence combined single limit. MCOE shall be named an additional insured on such policy.

12. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, so as to cause substantial interference with MCOE's use of the premises, MCOE can terminate this Lease immediately by giving notice to District.

13. ASSIGNMENT: MCOE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except MCOE's authorized representatives) to occupy or use all or part of the premises, without first obtaining District's consent. Any assignment, encumbrance, or sublease without District's consent shall be voidable and, at District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

14. DEFAULT: The occurrence of any of the following shall constitute a default by MCOE:

- (a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to MCOE;

- (b) Abandonment and vacation of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacation);
- (c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to MCOE. If the default cannot reasonably be cured within thirty (30) days, MCOE shall not be in default of this Lease if MCOE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this section shall specify the alleged default and the applicable lease provision, and shall demand that MCOE perform the provisions of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless District so elects in the notice.

15. SURRENDER OF PREMISES: On the last day of the term, or sooner termination of this Lease, MCOE will peacefully and quietly leave and surrender to District the premises with their appurtenances and fixtures in as good order, condition and repair as when accepted, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by the act of God, or by circumstances over which MCOE has no control excepted. MCOE shall also deliver to District all keys to the premises, and leave a forwarding address for MCOE. MCOE shall be responsible for any damages that District may sustain from MCOE's failure to vacate the premises as agreed.

16. INSPECTION: District reserves the right to enter the premises by prior appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.

17. DAMAGES: If MCOE breaches this Lease and abandons the property before the end of the term, or if MCOE's right to possession is terminated by District because of a breach of the Lease, then in either such case, District may recover from MCOE all damages suffered by District as a result of MCOE's failure to perform its obligations hereunder. If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees to be paid by the losing party, as shall be fixed by the court.

18. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

19. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION



Susan Coston, Assistant Superintendent
Special Education Department

7/25/17

Date

LOS BANOS UNIFIED SCHOOL DISTRICT

Mark E. Marshall, Ed.D., Superintendent

Date

Merced County Office of Education

Steve M. Tietjen, Ed.D., Superintendent



Equal Opportunity Employer

CONTRACT AGREEMENT
Between
MERCED COUNTY OFFICE OF EDUCATION
And
LOS BANOS UNIFIED SCHOOL DISTRICT
For
LORENA FALASCO ELEMENTARY SCHOOL FACILITIES
And
VOLTA ELEMENTARY SCHOOL FACILITIES

This Facility Lease (hereinafter "Lease") is made effective July 1, 2017, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. TRADE OF PREMISES: District's use of MCOE owned Lorena Falasco Room 2, 310 Overland Ave., Los Banos, CA, shall be considered a mutual trade for MCOE use of District owned Volta Elementary, Room 2, 24307 Ingomar Grade, Los Banos, California ("the premises"), and for the district providing maintenance, utilities and custodial services for both classrooms.

2. TERM: The term of this Lease shall commence on July 1, 2017, and continue until June 30, 2018.

3. TERMINATION OF LEASE: It is understood that this Lease shall be terminated by any of the following events:

- (a) By expiration of the Lease following notification of nonrenewal as provided in section 2 of this Lease; or
- (b) By mutual agreement of both parties; or
- (c) By the District immediately in the case of destruction as provided for in section 12 of this Lease; or
- (d) By MCOE upon default by District as provided for in section 14 of this Lease if MCOE elects termination as a remedy.

4. RENTAL: Except as set forth in section 6 of this Lease no payments or rents are due under this Lease.

5. USE OF PREMISES: District and MCOE shall use the premises as classroom space for the purpose of serving students. MCOE shall have access to playground, cafeteria, etc. for the students enrolled.

6. MAINTENANCE AND REPAIRS: Except as set forth in this section below, District at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by District as necessary.

District shall have 30 days after notice from MCOE to commence to perform its obligations under this section, except that District shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If District does not perform its obligations within the time limitations in this paragraph, MCOE can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of the District's obligations.

District at its cost shall perform, or cause to be performed custodial services that include, but are not limited to: cleaning, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.) for both locations.

7. ALTERATIONS: Both parties shall not make any structural or exterior alterations to the premises without owner's consent. Both parties at their own cost shall have the right to make, without either's consent, nonstructural alterations to the interior of the premises, which it may be required in order to conduct its operations on the premises. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the Lease. Both parties shall have the right to remove from the premises prior to the effective date of the termination of the Lease, any alterations they have made to the premises, as long as the removal will not cause any structural damage to the premises, and at either parties own cost promptly restores any cosmetic damage caused by such removal.

8. MECHANICS' LIENS / STOP NOTICES: District shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. District shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for District. District shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by MCOE, District procures and records a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: District shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

10. 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 performance of its obligations under this Lease or in connection with the use or occupancy of the premises 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, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of MCOE, whether active or passive, its or their officers, boards, agents, employees, or other persons.

MCOE agrees to indemnify, defend, and hold harmless District from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of MCOE, its officers, boards, agents, employees, servants or invitees, in connection with its obligations under this Lease, or in connection with its ownership of the premises and activities related thereto which District may sustain because of bodily injury, including death, sustained by any person or persons, including employees of MCOE, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of District, whether active or passive, its or their officers, boards, agents, employees, or other persons.

11. LIABILITY INSURANCE: District shall secure and maintain in force such insurance as will protect it from claims under the State Workers' Compensation Acts, and from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with performance of its obligations under the Lease or in connection with the use or occupancy of the premises. Such insurance shall at a minimum be in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit. MCOE shall be named an additional insured on such policies.

MCOE shall secure and maintain in force such insurance as will protect it from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with the performance of its obligations under the Lease or in connection with its ownership of premises and activities related thereto. Such insurance shall at a minimum be in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit. District shall be named an additional insured on such policy.

12. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, so as to cause substantial interference with District's use of the premises, District can terminate this Lease immediately by giving notice to MCOE.

13. ASSIGNMENT: District shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except District's authorized representatives) to occupy or use all or part of the premises, without first obtaining MCOE's consent. Any assignment, encumbrance, or sublease without MCOE's consent shall be voidable and, at MCOE's election, shall constitute a

default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

14. DEFAULT: The occurrence of any of the following shall constitute a default by District:

- (a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to District;
- (b) Abandonment and vacation of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacation);
- (c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to District. If the default cannot reasonably be cured within thirty (30) days, District shall not be in default of this Lease if District commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this section shall specify the alleged default and the applicable lease provision, and shall demand that District perform the provisions of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed forfeiture or a termination of this Lease unless MCOE so elects in the notice.

15. SURRENDER OF PREMISES: On the last day of the term, or sooner termination of this Lease, District will peacefully and quietly leave and surrender to MCOE the premises with their appurtenances and fixtures in as good order, condition and repair as when accepted, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by the act of God, or by circumstances over which District has no control excepted. District shall also deliver to MCOE all keys to the premises, and leave a forwarding address for District. District shall be responsible for any damages that MCOE may sustain from District's failure to vacate the premises as agreed.

16. INSPECTION: MCOE reserves the right to enter the premises by prior appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.


17. DAMAGES: If District breaches this Lease and abandons the property before the end of the term, or if District's right to possession is terminated by MCOE because of a breach of the Lease, then in either such case, MCOE may recover from District all damages suffered by MCOE as a result of District's failure to perform its obligations hereunder. If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees to be paid by the losing party, as shall be fixed by the court.

18. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to

any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

19. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION



Susan Coston, Assistant Superintendent
Special Education Department

7/25/17
Date

LOS BANOS UNIFIED SCHOOL DISTRICT

Mark E. Marshall, Ed.D., Superintendent

Date

Merced County Office of Education

Steve M. Tietjen, Ed.D., Superintendent



Equal Opportunity Employer

CONTRACT AGREEMENT
between
MERCED COUNTY OFFICE OF EDUCATION
and
LOS BANOS UNIFIED SCHOOL DISTRICT
for
LOS BANOS HIGH SCHOOL, LOS BANOS JR. HIGH, and MERCY SPRINGS
SCHOOL FACILITIES

This Facility Lease (hereinafter "Lease") is made effective July 1, 2017, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. **LEASE OF PREMISES:** District leases to MCOE, and MCOE leases from District, the real property, including the facilities thereon, located at Los Banos High School Room 523 and Room 524, 1966 11th Street, Los Banos, Los Banos Jr. High School Room B101, 1750 San Luis St, Los Banos, and Mercy Springs Elementary School, Preschool Building, 1900 Mercy Springs Rd, Los Banos (the premises").
2. **TERM:** The term of this Lease shall commence on July 1, 2017, and continue until June 30, 2018.
3. **TERMINATION OF LEASE:** It is understood that this Lease shall be terminated by any of the following events:
 - (a) By expiration of the Lease following notification of nonrenewal as provided in section 2 of this Lease; or
 - (b) By mutual agreement of both parties; or
 - (c) By the MCOE immediately in the case of destruction as provided for in section 12 of this Lease; or
 - (d) By District upon default by MCOE as provided for in section 14 of this Lease if District elects termination as a remedy.
4. **RENTAL:** As set forth in section 6 of this Lease.
5. **USE OF PREMISES:** MCOE shall use the premises as classroom space for the purpose of serving students with severe disabilities. MCOE shall have access to playground, cafeteria, etc. for the students enrolled.
6. **MAINTENANCE AND REPAIRS:** District at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical

structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by District as deemed necessary.

District shall have 30 days after notice from MCOE to commence to perform its obligations under this section, except that District shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If District does not perform its obligations within the time limitations in this paragraph, MCOE can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of the District's obligations.

District at its cost shall provide supplies to keep the premises in good order, and shall at its cost keep and maintain all of its personal property in good order, condition, and repair.

District at its cost shall perform, or cause to be performed, custodial that includes, but is not limited to: cleaning, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.)

MCOE shall pay District annually \$5,382.00 per classroom for 4 classrooms, **\$21,528.00 total**, for District provided utilities, maintenance and custodial services. These fees will be increased annually by the MCOE Special Education COLA.

7. ALTERATIONS: MCOE shall not make any structural or exterior alterations to the premises without District's consent. MCOE at its cost shall have the right to make, without District's consent, nonstructural alterations to the interior of the premises, which MCOE may require in order to conduct its operations on the premises. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the Lease. MCOE shall have the right to remove from the premises prior to the effective date of the termination of the Lease, any alterations MCOE has made to the premises, as long as the removal will not cause any structural damage to the premises, and MCOE at its cost promptly restores any cosmetic damage caused by such removal.

8. MECHANICS' LIENS / STOP NOTICES: MCOE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. MCOE shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for MCOE. MCOE shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by District, MCOE procures and records a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: District shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

19. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION



Susan Coston, Assistant Superintendent
Special Education Department

7/25/17
Date

LOS BANOS UNIFIED SCHOOL DISTRICT

Mark E. Marshall, Ed.D., Superintendent

Date

Merced County Office of Education

Steve M. Tietjen, Ed.D., Superintendent



Equal Opportunity Employer

CONTRACT AGREEMENT
between
MERCED COUNTY OFFICE OF EDUCATION
and
LOS BANOS UNIFIED SCHOOL DISTRICT
for
MERCY SPRINGS SCHOOL FACILITIES

This Facility Lease (hereinafter "Lease") is made effective June 1, 2017, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. LEASE OF PREMISES: District leases to MCOE, and MCOE leases from District, the real property, including the facilities thereon, located at Mercy Springs Elementary School, Preschool Building, 1900 Mercy Springs Rd, Los Banos (the premises").

2. TERM: The term of this Lease shall commence on June 1, 2017, and continue until June 30, 2017.

3. TERMINATION OF LEASE: It is understood that this Lease shall be terminated by any of the following events:

- (a) By expiration of the Lease following notification of nonrenewal as provided in section 2 of this Lease; or
- (b) By mutual agreement of both parties; or
- (c) By the MCOE immediately in the case of destruction as provided for in section 12 of this Lease; or
- (d) By District upon default by MCOE as provided for in section 14 of this Lease if District elects termination as a remedy.

4. RENTAL: As set forth in section 6 of this Lease.

5. USE OF PREMISES: MCOE shall use the premises as classroom space for the purpose of serving students with severe disabilities. MCOE shall have access to playground, cafeteria, etc. for the students enrolled.

6. MAINTENANCE AND REPAIRS: District at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door

hardware, and landscaping. Pest control services shall be provided by District as deemed necessary.

District shall have 30 days after notice from MCOE to commence to perform its obligations under this section, except that District shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If District does not perform its obligations within the time limitations in this paragraph, MCOE can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of the District's obligations.

District at its cost shall provide supplies to keep the premises in good order, and shall at its cost keep and maintain all of its personal property in good order, condition, and repair.

District at its cost shall perform, or cause to be performed, custodial that includes, but is not limited to: cleaning, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.)

MCOE shall pay District **\$489.27** for District provided utilities, maintenance and custodial services. These fees will be increased annually by the MCOE Special Education COLA.

7. ALTERATIONS: MCOE shall not make any structural or exterior alterations to the premises without District's consent. MCOE at its cost shall have the right to make, without District's consent, nonstructural alterations to the interior of the premises, which MCOE may require in order to conduct its operations on the premises. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the Lease. MCOE shall have the right to remove from the premises prior to the effective date of the termination of the Lease, any alterations MCOE has made to the premises, as long as the removal will not cause any structural damage to the premises, and MCOE at its cost promptly restores any cosmetic damage caused by such removal.

8. MECHANICS' LIENS / STOP NOTICES: MCOE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. MCOE shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for MCOE. MCOE shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by District, MCOE procures and records a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: District shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

10. HOLD HARMLESS: MCOE agrees to indemnify, defend, and hold harmless District from any and all claims, damages, liabilities, losses, and expenses

arising out of or in any way resulting from the acts or omissions of MCOE, its officers, boards, agents, employees, servants or invitees, in performance of its obligations under this Lease or in connection with the use or occupancy of the premises which District may sustain because of bodily injury, including death, sustained by any person or persons, including employees of MCOE, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of District, whether active or passive, its or their officers, boards, agents, employees, or other persons.

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 Lease, 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, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of MCOE, whether active or passive, its or their officers, boards, agents, employees, or other persons.

11. LIABILITY INSURANCE: MCOE shall secure and maintain in force such insurance as will protect it from claims under the State Workers' Compensation Acts, and from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with performance of its obligations under the Lease or in connection with the use or occupancy of the premises. Such insurance shall at a minimum be in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit. District shall be named an additional insured on such policies.

District shall secure and maintain in force such insurance as will protect it from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with the performance of its obligations under the Lease or in connection with its ownership of premises and activities related thereto. Such insurance shall at a minimum be in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit. MCOE shall be named an additional insured on such policy.

12. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, so as to cause substantial interference with MCOE's use of the premises, MCOE can terminate this Lease immediately by giving notice to District.

13. ASSIGNMENT: MCOE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except MCOE's authorized representatives) to occupy or use all or part of the premises, without first obtaining District's consent. Any assignment, encumbrance, or sublease without District's consent shall be voidable and, at District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

14. DEFAULT: The occurrence of any of the following shall constitute a default by MCOE:

- (a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to MCOE;
- (b) Abandonment and vacation of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacation);
- (c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to MCOE. If the default cannot reasonably be cured within thirty (30) days, MCOE shall not be in default of this Lease if MCOE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this section shall specify the alleged default and the applicable lease provision, and shall demand that MCOE perform the provisions of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless District so elects in the notice.

15. SURRENDER OF PREMISES: On the last day of the term, or sooner termination of this Lease, MCOE will peacefully and quietly leave and surrender to District the premises with their appurtenances and fixtures in as good order, condition and repair as when accepted, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by the act of God, or by circumstances over which MCOE has no control excepted. MCOE shall also deliver to District all keys to the premises, and leave a forwarding address for MCOE. MCOE shall be responsible for any damages that District may sustain from MCOE's failure to vacate the premises as agreed.

16. INSPECTION: District reserves the right to enter the premises by prior appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.

17. DAMAGES: If MCOE breaches this Lease and abandons the property before the end of the term, or if MCOE's right to possession is terminated by District because of a breach of the Lease, then in either such case, District may recover from MCOE all damages suffered by District as a result of MCOE's failure to perform its obligations hereunder. If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees to be paid by the losing party, as shall be fixed by the court.

18. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party

at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.


19. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION

Susan Coston, Assistant Superintendent
Special Education Department

Date

LOS BANOS UNIFIED SCHOOL DISTRICT



Mark E. Marshall, Ed.D., Superintendent

Date

Board Reference Material

SUBJECT TITLE: Agreement, 360 Degree Customer Inc.

REQUESTED ACTION: Approve

 Action X

 Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the contract between 360 Degree Customer Inc. and LBUSD for provision of Speech Therapy Service to students during the 2017-2018 school year and authorize designated personnel to sign contract documents.

BACKGROUND INFORMATION:

Human Resources posted a job opening in April of 2017 for a Speech/Language Pathologist. The job posting was sent to colleges in the surrounding area as well. In the months since the posting, there have been zero applicants for the position.

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:

None at this time.

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

Maximum contract amount is \$83.00 per hour. Special Education funds will pay the cost of the service.

ORIGINATOR: Min Yuan, Director of Special Services

Date: September 14, 2017

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the Friday, August 4, 2017, between the Los Banos Unified School District (hereinafter referred to as LBUSD) located 1717 S. 11th St • Los Banos, CA 93635 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 4423 Fortran Drive # 114 San Jose CA 95134, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports.

Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. COMPENSATION For the full performance of this agreement, the LBUSD shall pay the Consultant as follows: Consultant's Fee:

- a. **For Consultant : Name of the Consultant and Rate as Specified in Addendum A**
- b. **Consultant(s) will work for 5 FTE days (40 Hours per week) as per school year calendar**

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (LBUSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by LBUSD , the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the LBUSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the LBUSD .
- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the LBUSD , its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the LBUSD , the Consultant or any other person, and from any and all claims, demands and

actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by LBUSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.

c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the LBUSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. *NON-DISCRIMINATION* No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. *CONFLICT OF INTEREST* Before executing this agreement, the Consultant shall disclose to the LBUSD the identities of any board member, officer, or employee of the LBUSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
4. *LICENSE AND AUTHORITY* The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. *EQUIPMENT AND FACILITIES* LBUSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. *ASSIGNMENT* Without the written consent of the LBUSD, this agreement is not assignable by the Consultant.
7. *NON-SOLICITATION OF EMPLOYEES:* LBUSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the first date of that employee's services to LBUSD. After completion of 1 full billable year, LBUSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between LBUSD and the contractor.
8. *SUCCESSORS AND ASSIGNS.* This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. *TIME.* Time is the essence of this agreement.
10. *GOVERNING LAW.* The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
11. *WITHHOLDING.* The LBUSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
12. *CHANGES OR ALTERATIONS.* No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the LBUSD.
13. *HEADINGS.* All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

14. *TERMINATION.* The LBUSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), LBUSD agrees to pay Consultant for work completed to date of termination.
15. *AMBIGUITY.* The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. *COPYRIGHT.* Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the LBUSD.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the LBUSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the LBUSD, or to utilize the LBUSD’s letterhead or logo without the prior consent of the LBUSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant’s status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and LBUSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

| | |
|-------------------------------------|--|
| <i>INSTRUCTIONS</i> | <i>The LBUSD shall provide job specifications and instructions.</i> |
| <i>TRAINING</i> | <i>The LBUSD shall provide training for workers.</i> |
| <i>RIGHT TO HIRE OTHERS</i> | <i>The Consultant has the right to hire others to do the actual work with approval of LBUSD.</i> |
| <i>WORK NOT ESSENTIAL TO LBUSD</i> | <i>The LBUSD’s success or continuation does not depend on the services of the Consultant.</i> |
| <i>TIME TO PURSUE OTHER WORK</i> | <i>The Consultant may pursue other work during term of agreement.</i> |
| <i>JOB LOCATION</i> | <i>LBUSD controls the job location.</i> |
| <i>BASIS OF PAYMENT</i> | <i>Payment shall be by the time expended.</i> |
| <i>WORK FOR MULTIPLE FIRMS</i> | <i>The Consultant may work for multiple firms simultaneously.</i> |
| <i>TOOLS & EQUIPMENT</i> | <i>Tools and equipment for the job shall be provided by LBUSD.</i> |
| <i>SERVICES AVAILABLE TO PUBLIC</i> | <i>The Consultant’s services are available to the general public.</i> |
| <i>RIGHT TO TERMINATE</i> | <i>The Consultant may not be terminated except as allowed for under the agreement.</i> |
| <i>PROGRESS REPORTS</i> | <i>The Consultant will require making progress report.</i> |

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator’s and Consultant’s signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (LBUSD Representative)

Signature: _____

Date Signed: _____

Branch / Dept.: _____

Address (or Mail Code): _____

Phone / Fax: Ph: _____

E-Mail Address: _____

CONSULTANT

Signature: _____

Date Signed: _____

Title: VP

Company Name & Address: 360 Degree Customer Inc
4423 Fortran Dr., Ste #114, San Jose, CA 95014

Phone: 408-689-2780

E-Mail Address: alex@360customer.com

Board Reference Material

SUBJECT TITLE: Month to Month Lease Agreement for Commercial Ground

REQUESTED ACTION:

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the month to month lease agreement with Mark Lower for commercial ground located adjacent to the existing property of the Facilities, Operations and Transportation Department at 646 W Pacheco Blvd.

BACKGROUND INFORMATION:

The Facilities, Operations and Transportation Department has outgrown the bus parking space area at its existing location. This facility houses the District's white fleet vehicles, maintenance and groundskeeper vehicles, maintenance equipment, and buses, along with visitor parking spaces. The leased space will be an additional 15,039 square feet and will allow for the parking of all maintenance and grounds vehicles, which will then allow for additional bus parking space.

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 cost will be \$1,000/month, \$12,000/year and will be paid from the General Fund.

ORIGINATOR: Tom Worthy, Director of Facilities, Operations and Transportation
Date: September 14, 2017

MONTH TO MONTH LEASE OF COMMERCIAL GROUND.

THIS INDENTURE OF LEASE is made this ____ day of _____, 2017, at Los Banos, California, by and between MARK LOWER, hereinafter LESSOR, and TOMMY WORTHY, on behalf the LOS BANOS UNIFIED SCHOOL DISTIRCT, hereinafter LESSEE.

1. **STATEMENT OF LEASE:** For and in consideration of the payment of the rentals and the performance of the terms, conditions, covenants and stipulations hereinafter contained, to be made, kept and performed by LESSEE, LESSOR hereby leases and demises unto LESSEE that certain real property in the City of Los Banos, County of Merced, State of California, consisting of approximately 15,039 square feet of commercial ground, with incidental improvements, more particularly described at Exhibit "A" hereto.

2. **TERM:** This is a month-to-month lease, commencing on _____, 2017, and continuing on a month-to-month basis, until terminated as set forth hereinafter.

3. **USE OF PREMISES:** LESSEE shall, during the term of this Lease (and any and all renewals or extensions hereof), occupy and use the premises for storage of motor vehicles normally used in and attendant upon LESSEE'S school operations, and for such other uses that are normally incidental thereto, and the premises may not be used for any other purpose without LESSORS' written permission first had and obtained.

4. **RENTAL:** LESSEE shall pay to LESSOR, as and for rental, cash or the equivalent of \$1,000.00 per month, due and payable on the first day of each month of this lease.

5. **WATER, POWER AND UTILITIES:** LESSEE shall pay all obligations incurred in connection with the furnishing or use of all electric current, gas, or other utilities, if any, upon the premises during the

term (or any extension) of this lease, as and when the same shall fall due.

6. **TAXES, ASSESSMENTS:** LESSORS shall be responsible for payment of property taxes on the premises.

7. **IMPROVEMENTS AND MAINTENANCE:** With respect to maintenance, LESSEE agrees that all improvements on the premises (if any), are accepted by LESSEE in "as is" condition. LESSEE shall, at LESSEE'S own and sole expense, maintain any improvements now upon the leasehold premises, if any such exist, or which may hereafter be placed thereon by LESSEE.

With respect to addition of improvements, LESSEE shall obtain LESSOR'S permission prior to the construction of any permanent building or structure upon the premises, and LESSEE shall hold LESSOR harmless of and from any and all claims of Mechanic's Liens or Materialman's Liens, wrongful or otherwise, assessed by virtue of any improvement placed or constructed upon the leased premises by LESSEE during the term of this lease, or any extension hereof. Permanent improvements placed on the premises by the LESSEE shall remain on the premises at the time of the expiration of the initial term and any renewal terms, or the earlier termination of this lease. With respect to non-permanent improvements, LESSEE will have the right to remove any such improvements to the property, or any personal property, for example, above ground tanks, at the termination or expiration of this lease, but shall be and remain responsible to LESSOR for the full balance of any damages caused to the premises by the removal of said improvements. LESSEE agrees to reasonably promptly remove any such property owned by LESSEE upon expiration or termination of this lease.

8. **COMPLIANCE WITH GOVERNMENT AUTHORITIES:** LESSEE agrees that in the use of the leasehold premises, LESSEE shall comply with all laws, regulations and rules of the federal, state, and county governments, and any and all other authoritative bodies, and of any lawful order of any officer thereof in relation to the use of the leasehold premises.

9. **CASUALTY AND LOSS INSURANCE:** LESSEE agrees at all times during the term, to maintain in force, at its sole cost and expense, insurance on the improvements on the Premises, against the hazard of fire, with all standard extended coverage, including vandalism and malicious mischief in an amount equal to their full insurable value, with a replacement cost endorsement.

LESSEE expressly and explicitly acknowledges understands and agrees that LESSOR shall not carry loss insurance covering losses for any reasons whatsoever to LESSEE'S personal property located anywhere on the leasehold premises, whether the said loss be to motor vehicles, items stored on the property by LESSEE, or improvements to the leasehold property placed by LESSEE. LESSEE explicitly and expressly indemnifies and holds LESSOR harmless for any such loss or losses that may occur to the LESSEE'S property located on the premises.

10. **LIABILITY INSURANCE:** LESSEE shall procure and maintain public liability insurance, from a responsible insurance company authorized to do business in California, with a combined single limit of not less than \$1,000,000.00 for injury or death to any person, or damage to property for any claims, demands, or causes of action of any person arising out of accidents occurring on the Premises during the terms or arising out of LESSEE'S use of the Premises.

11. **INSURED; PROOF OF COVERAGE:** Each policy of insurance shall be issued by a responsible insurance company authorized to do business in California, and shall be issued in the names of LESSOR and LESSEE. LESSEE shall deliver a certificate for each insurance policy to LESSOR. Each insurance policy shall provide that a thirty (30) day notice of cancellation, and of any material modification change in or of coverage shall be given to all named insureds. The insurance coverage required under this Lease may be carried by LESSEE under a blanket policy insuring other locations, provided that the Premises covered by this Agreement are specifically identified as included under that

policy. LESSEE agrees that upon the failure to insure as provided in this Agreement, or to pay the premiums on the insurance, LESSOR may contract for the insurance and pay the premiums, and all sums expended by LESSOR for the insurance shall be immediately repayable by LESSEE to LESSOR.

12. **OPERATIONS AND INSPECTIONS; TOXICS:** LESSEE agrees to maintain the premises in good condition, in accordance with first-class commercial practices in the vicinity, and to allow no waste thereof. LESSOR reserves the right at all times to enter upon the said premises for the purpose of inspecting the same, to post notices of non-responsibility and for any other reasonable purposes, maintaining, however, LESSEE'S right at all times to quiet enjoyment of the premises.

LESSEE hereby promises and agrees to indemnify and hold LESSOR harmless of and from any and all liability, claims, demands, actions or cause of action of every kind and nature whatsoever relating to the disposition or discharge or placement of any alleged toxic waste or wastes, product or products as defined under any applicable federal or state laws and/or regulations, onto or from the premises by LESSEE. In this connection, it is specifically understood and agreed that the foregoing clause shall extend without limitation not only to the claims of persons, but to the claims of any governmental agency, whether federal, state or local, whether civil administrative or criminal. In connection with an action of any person or governmental agency arising out of the alleged deposition on the premises, discharge from the premises, or use by LESSEE of any waste or product, whether defined as toxic or not, LESSEE promises and agrees to pay LESSOR'S attorney's fees incurred in the defense of said claim, action or proceeding in the event LESSOR shall be made a party to such action or proceeding.

13. **SUBLEASE / ASSIGNMENT:** LESSEE promises and agrees not to assign this lease, or any interest herein, nor to sublet any part or portion of the premises subject hereto without the prior, written consent of LESSOR. LESSOR shall not unreasonably withhold such consent. In the event of any subletting by LESSEE with the written permission of LESSOR, any sublessee(s) must agree to be bound by all the terms and conditions of this lease.

14. **DEFAULT:** Should LESSEE fail or default in the faithful keeping or performance of any of LESSEE'S obligations during the term of this lease, or should it fail to promptly pay the rental when due, or fail to promptly do any other thing provided on its part to be done in the manner and at the time herein stipulated, LESSOR, at LESSORS' option, may upon Thirty (30) days' notice in writing, to LESSEE, re-enter the premises and take possession thereof, and may remove all persons and property therefrom, and at LESSOR'S option, terminate this lease.

LESSOR, in addition, shall be entitled to recover from LESSEE such further, additional or alternative sums, if any, as may be provided pursuant to the provisions of Section 1951.2 and Section 1951.4 of the Civil Code of the State of California, or successor provisions. It is hereby agreed by LESSOR and LESSEE that this lease includes and shall for all purposes hereunder be deemed to include provisions with respect to damages identical in all respects to those provisions referred to in Subdivision 9(c)(1) of said Section 1951.2, all of which provisions are deemed to be incorporated in this lease by this reference as fully as if herein set forth in their entirety; LESSOR shall be entitled to all remedies provided for in Subdivision (b) of said Section 1951.4, or any successor provisions thereto.

The remedies of LESSOR as hereinabove provided are in addition to and not exclusive of any other remedy of LESSOR herein given or which may be permitted by law. Any re-entry as provided for herein shall be allowed by LESSEE without hindrance, and LESSOR shall not be liable in damages or guilty of trespass because of any such re-entry, provided LESSOR has given appropriate notice to LESSEE as set forth hereinabove.

The acceptance by the LESSOR of payment or performance after the same is due hereunder, or in a manner different than herein stipulated, shall not constitute a waiver of any provision hereof, and each and every term, covenant, condition and provision hereof shall be and remain in full force and effect notwithstanding any indulgence of LESSOR, LESSOR'S acceptance of payment, or performance after the same is due, or in a manner different than herein stipulated.

15. **TIME OF ESSENCE:** Time is of the essence of this Lease Agreement and of each and every term, covenant and provision hereof.

16. **SURRENDER OF PREMISES:** LESSEE agrees that upon expiration of this Lease, or early termination hereof, LESSEE will deliver said premises to LESSOR in good condition.

17. **ATTORNEY'S FEES:** In the event of any litigation concerning interpretation, enforcement or breach of this Agreement, including arbitration, the prevailing party shall be entitled to reasonable attorney's fees and costs actually incurred thereon.

18. **QUIET ENJOYMENT:** LESSOR does hereby covenant and agree that LESSEE, performing The covenants and agreements aforesaid, shall and may at all times during the term hereto peaceably and quietly have, hold and enjoy the premises without any manner of let, suit or hindrance of or from the said LESSOR or any person or persons acting in concert with or on behalf of or with the consent of LESSOR.

19. **AGREEMENT BINDING:** It is mutually understood and agreed by LESSOR and LESSEE that the provisions hereof shall extend to the successors and assigns of LESSOR, and the successors and assigns of LESSEE.

20. **RIGHTS OF LESSEE EXCLUSIVE:** Rights granted to the LESSEE under this agreement, are exclusive to the LESSEE. Accordingly, the LESSEE may not sell, assign or otherwise transfer any rights under this agreement without the prior written consent of LESSOR.

21. **MEMORANDUM OF AGREEMENT:** At the request of either, LESSEE and LESSOR agree to execute a Memorandum of Lease and Option Agreement Affecting Real Property, in recordable form, which may be recorded with the Merced County Recorder's Office.

22. **BINDING EFFECT:** This Agreement and all of its terms and provisions shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

23. **SIGNATURES; COUNTERPARTS:** Separate counterparts of this Agreement may be signed and together shall constitute on Agreement, even though all parties may not have signed the same counterpart.

24. **VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of California. Venue shall be in Merced County.

25. **ARBITRATION:** LESSOR and LESSEE agree that any dispute that arises hereunder shall be resolved by way of Binding Arbitration. The parties recognize that by agreeing to Binding Arbitration, they waive any right or rights they may have to pursue such disputes by way of trial, by a jury or by a court, and by their initials hereunder, the parties acknowledge and agree to said waiver of right to trial by court or jury, and to limit their remedies to determination by Binding Arbitration, except as specifically qualified herein:

26. **TERMINATION:** As a month to month lease, either LESSEE or LESSOR shall be entitled at any time to give notice of termination to the other party. The LESSEE and LESSOR agree that any such notice of termination shall be given at least thirty (30) days before the anticipated termination of the lease. In the event that a thirty (30) day notice of termination is given during the middle of a month, then on the first day of the following month, LESSEE shall be responsible to pay to LESSOR a pro rata portion of the monthly rental, to account for the days during that month that LESSEE shall occupy the subject premises, prior to the termination date.

INITIALS:

LESSOR

INITIALS:

LESSEE

Any Arbitration that is initiated hereunder shall proceed pursuant to the California Rules of Court, Rule 1600 et seq. and related rules, or successor provisions thereto, and shall be administered by the Merced County Arbitration Administrator, or the equivalent administrative officer. The parties further agree that by agreeing to resolve any and all disputes by Binding Arbitration, neither of the parties waives or otherwise foregoes any specific remedies available under California Law, including but not limited to unlawful detainer proceedings, and the parties in that regard expressly and explicitly agree that the arbitrator shall be authorized to make any rulings or orders that a judge could make, including issuance of a Writ of Possession of the subject premises, and any and all remedies available, including the remedies available under the unlawful detainer provisions of California Law. The prevailing party in any such Binding Arbitration shall be entitled to recover attorney's fees and reasonable costs actually incurred in such proceedings.

26. **NOTICES:** Any Notices required hereunder shall be delivered personally, or by U.S. mail to the LESSEE and LESSOR, respectively, at the addresses that are set out below;

Dated: _____, 2017

LESSOR:

Mark Lower
427 Third Street
Los Banos, CA 93635

LESSEE:

Los Banos Unified School District,
1777 S. Eleventh Street
Los Banos, CA 93635

This LEASE is executed on the date set forth hereinabove, by:

LESSOR:

MARK LOWER

LESSEE:

Los Banos Unified School District,
TOMMY WORTHY, its Authorized
Agent

EXHIBIT "A"

That certain vacant commercial ground generally facing West M Street in the City of Los Banos, and consisting of 15,039 sq. ft., more or less, more particularly described at the legal description which is incorporated herein and made apart hereof. Also included herewith, and made a part hereof is a map signifying the exact location of the subject real property within the City of Los Banos.

West 14 St

1963

4140 sqft

in or out

Assembly Yard
6,786 sq ft

69x60

18'

30'

Work shop

540 sq ft

Field office

196 sq ft

Watch Dog Pen

Storage Sheds

10,899 sq ft

15,039 sq ft

63

1,899

140

3,159 ft

301'

173'

19'

Shrubs
1,008 sq ft

126 sq ft

Office
1,315 sq ft

Parking
2,195 sq ft

Parking Lot
Paved
7,370 sq ft

110'

165

86'

30'

67'

61'

PAVED DRIVEWAY EQUIPMENT STORAGE

TERRACE

W

E

O
O
O
O

O
O
O
O

O

O

O

O

O

O

O

O

O

O

O

O

O

O

O

Board Reference Material

SUBJECT TITLE: Student Overnight Travel

REQUESTED ACTION:

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended that the Board approve overnight travel for the Los Banos High Girls' Basketball Team to participate in pre-season games in Southern California.

BACKGROUND INFORMATION:

The Varsity Basketball Team is requesting approval of the trip to the Anaheim area during the week of December 19 to 23, 2017.

Tentative Schedule:

Depart Los Banos High School on Tuesday, December 19, 2017 at 7:00 a.m.

Arrive in Anaheim at approximately 1:00 p.m.

Registration and check-in at the Embassy Suites Anaheim.

Play game 1 on Wednesday, December 20, 2017.

Play Game 2 on Thursday, December 21, 2017.

Attend Universal Studio on Friday, December 22, 2017.

Depart Anaheim on Saturday, December 23, 2017.

Arrive in Los Banos on Saturday, December 23, 2017 at approximately 5:00 p.m.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

The only financial impact on the school is tournament entry fee and the use of the suburban. The Girls' Basketball Student Body account will be responsible for all other cost associated with this trip, including travel if needed.

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School

Date: September 14, 2017

Board Reference Material

SUBJECT TITLE: Student Overnight Travel

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve travel for the Los Banos High School Choir to attend the Choral Festival in San Luis Obispo on March 22-24, 2018.

BACKGROUND INFORMATION:

Each year since 1999, the Advanced Choirs have attended the San Luis Obispo Choral Festival which takes place in the famous Performing Arts Center on the Cal Poly campus.

Students are given an opportunity to perform on a professional stage, receive constructive criticism from college choral professors, and listen to other school choirs of similar ability.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board goal. All student overnight travel requires prior approval from the Board.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified. No perceived opposition.

SPECIFIC FINANCIAL IMPACT (Include impact on school district facilities):

All expenses will be covered by either the students themselves or the Choir budget. The District will cover the cost of a substitute for Mr. Faria.

ORIGINATOR: Veli Gurgen, Principal, Los Banos High School
Date: September 14, 2017

Board Reference Material

SUBJECT TITLE: **Out-of-State Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve Pacheco High School and Los Banos High teachers and administrators traveling to the California Association of Directors of Activities (CADA) conference in Reno, Nevada on February 28 – March 3, 2018.

BACKGROUND INFORMATION:

This leadership experience is supported by the Common Core State Standards which are designed to prepare students for success in college and the workplace. The convention will focus on several aspects of school which include improving the culture and climate by infusing leadership philosophies that are aligned with the elements of the Local Control Accountability Program (LCAP). Curriculum is designed to include the entire educational team: Administrators, Activities Directors, Athletic Directors, Class Advisors, Teachers, Finance Clerks, Counselors and support staff.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This activity supports LBUSD Board Goal

#3 - Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

Conference fees, lodging, and transportation for this activity will be covered by PHS and LBHS site conference funds.

ORIGINATOR: Dan Sutton, Principal, Pacheco High School
 Veli Gurgen, Principal Los Banos High School

Date: September 14, 2017

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve Pacheco High School traveling to play in the Dude for Dudes softball tournament on March 22-24, 2018.

BACKGROUND INFORMATION:

Pacheco High softball has been asked to take part in the Dude for Dudes softball tournament in La Jolla, CA. This is an opportunity for the team to play strong opponents from other sections, as well as serve as a team bonding time in the form of an overnight trip.

The team will travel in district vans to their destination and will stay in one hotel in La Jolla. There will be between 3-4 chaperones/coaches that will supervise this trip and stay with the team in the same hotel.

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):

The athletic transportation account from Pacheco High School will pay for the cost of the vans for the overnight trip. The softball program, through fundraising, has funds that will cover the following: hotels for the students, meals (dinner and breakfast) for all players.

ORIGINATOR: Dan Sutton, Principal, Pacheco High School

Date: September 14, 2017

Board Reference Material

SUBJECT TITLE: Disposal of Obsolete Electronic Equipment

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

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

BACKGROUND INFORMATION:

District staff has indicated that numerous computers and other electronic equipment has become inoperable and/or obsolete and are no longer being used by the District. A list of the obsolete equipment is attached.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

Monies received from the disposal of surplus property shall be placed in the General Fund.

ORIGINATOR: Garth Gomes, Information Systems Manager

Date: September 14, 2017

Site: _____

Date: _____

| EX. | TYPE | DESCRIPTION (MAKE & MODEL) | SERIAL # | QTY | DIST. # | STATUS* |
|-----|-----------|----------------------------|----------------|----------|--------------|----------------------|
| | | Minolta EP 4320 | 3113122 | 1 | 07302 | Beyond Repair |
| 1 | Computer | HP dx7500 | MXL0101DW2 | 1 | 09843 | Obsolete |
| 2 | Computer | HP dc5800 | MXL9260LXL | 1 | 09569 | Obsolete |
| 3 | Computer | HP dc5800 | MXL9260LX8 | 1 | 09563 | Obsolete |
| 4 | Computer | HP dc5800 | MXL9260LXF | 1 | 09576 | Obsolete |
| 5 | Computer | HP dx7500 | MXL0101DW5 | 1 | 09846 | Obsolete |
| 6 | Computer | HP dc5800 | MXL85116HB | 1 | 09362 | Obsolete |
| 7 | Computer | HP dc5800 | MXL85116GS | 1 | 09348 | Obsolete |
| 8 | Computer | HP 8000 Elite | MXL04905MP | 1 | 08871 | Obsolete |
| 9 | Computer | HP dc5800 | MXL85116QT | 1 | 09343 | Obsolete |
| 10 | Computer | HP dx7500 | MXL0101DW6 | 1 | 09847 | Obsolete |
| 11 | Computer | HP dc5800 | MXL8511FXQ | 1 | 09366 | Obsolete |
| 12 | Computer | HP dc5800 | MXL9260LXD | 1 | 09567 | Obsolete |
| 13 | Computer | HP dc5800 | MXL9260LXB | 1 | 09572 | Obsolete |
| 14 | Monitor | HP L 1750 Monitor | 3CQ8412RS9 | 2 | NA | Obsolete |
| 15 | Monitor | | 3CQ8412RS4 | | NA | Obsolete |
| 16 | Monitor | Gateway TFT1780 Monitor | MW675B0N11198 | 2 | NA | Obsolete |
| 17 | Monitor | | MW675B0N11223 | | NA | Obsolete |
| 18 | Monitor | HP L 1710 Monitor | CNC920QLF1 | 4 | NA | Obsolete |
| 19 | Monitor | | CNC920QLLS | | NA | Obsolete |
| 20 | Monitor | | CNC920QLF4 | | NA | Obsolete |
| 21 | Monitor | | CNC920QLLL | | NA | Obsolete |
| 22 | Monitor | HP L 1750 Monitor | 3CQ8412RT6 | 1 | NA | Obsolete |
| 23 | Monitor | HP LE1851w Monitor | CNC005PF41 | 1 | NA | Obsolete |
| 24 | Projector | Sanyo PLC-XW250 | 69915817 | 1 | 9212 | Beyond Repair |
| 25 | Monitor | Gateway TFT1780 Monitor | MW675B0N11189 | 3 | NA | Obsolete |
| 26 | Monitor | | MW675B0N11176 | | NA | Obsolete |
| 27 | Monitor | | MW675B0N11185 | | NA | Obsolete |
| 28 | Monitor | HP L 1750 Monitor | CNC033P38X | 3 | NA | Obsolete |
| | | | CNC033P392 | | NA | Obsolete |

*STATUS

GOOD

REPAIR NEEDED

BEYOND REPAIR

Site: _____
 Date: _____

| | | | | | | | |
|----|-----------------|-------------------------|--|---------------|---|------|---------------|
| 30 | Monitor | | | 3CQ8412RSB | | NA | Obsolete |
| 31 | TV | Zenith SY2765S | | 721-34070539 | 1 | NA | Obsolete |
| 32 | Cassette Player | Calfone 3412AV | | C1930037 | 1 | NA | Obsolete |
| 33 | DVD/VHS | Sony SLV-D281P | | 0247456 | 3 | NA | Obsolete |
| 34 | DVD/VHS | | | 0638414 | | NA | Beyond Repair |
| 35 | DVD/VHS | | | 0247830 | | | Beyond Repair |
| 36 | DVD/VHS | Magnavox DV200MW8 | | U50621748 | 1 | NA | Obsolete |
| 37 | VCR | Toshiba W-706 | | 76264836 | 2 | 2820 | Obsolete |
| 38 | VCR | | | 76263561 | | 2752 | Obsolete |
| 39 | Monitor | Gateway TFT1780 Monitor | | MW675B0N11200 | 7 | NA | Obsolete |
| 40 | Monitor | | | MW675B0N11192 | | NA | Obsolete |
| 41 | Monitor | | | MW675B0N10900 | | NA | Obsolete |
| 42 | Monitor | | | MW675B0N11227 | | NA | Obsolete |
| 43 | Monitor | | | MW675B0N11178 | | NA | Obsolete |
| 44 | Monitor | | | MW675B0N11171 | | NA | Obsolete |
| 45 | Monitor | | | MW675B0N11183 | | NA | Obsolete |

*STATUS:
 GOOD
 REPAIR NEEDED
 BEYOND REPAIR

Pacheco High School

| | TYPE | DESCRIPTION (MAKE & MODEL) | SERIAL # | QTY |
|-----------|-------------|---------------------------------------|-----------------|------------|
| 1 | | MacBook Pro 15" | W8016ZLAGU | 1 |
| 2 | | MacBook Pro 15" | W8018ABHAGU | |
| 3 | | MacBook Pro 15" | W80179UAAGU | |
| 4 | | MacBook Pro 15" | W80296H1AGU | |
| 5 | | MacBook Pro 15" | W80296J9AGU | |
| 6 | | MacBook Pro 15" | W80296JLAGU | |
| 7 | | MacBook Pro 15" | W801204RAGU | |
| 8 | | MacBook Pro 15" | W80183H0AGU | |
| 9 | | MacBook Pro 15" | W8018GHDAGU | |
| 10 | | MacBook Pro 15" | W802947NAGU | |
| 11 | | MacBook Pro 15" | W80296J6AGU | |
| 12 | | MacBook Pro 15" | W80296J8AGU | |
| 13 | | MacBook Pro 15" | W80185F0AGU | |
| 14 | | MacBook Pro 15" | W80296F6AGU | |
| 15 | | MacBook Pro 15" | W8018DZDAGU | |
| 16 | | MacBook Pro 15" | W80229J1AGU | |
| 17 | | MacBook Pro 15" | W80296HAAGU | |
| 18 | | MacBook Pro 15" | W80229ETAGU | |
| 19 | | MacBook Pro 15" | UNKNOWN | |
| 20 | | ZBOOK 14 | 5CG5100FVF | |
| 21 | | | | |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |

| DIST. # | STATUS* |
|----------------|----------------|
| 09790 | Beyond Repair |
| 09876 | Beyond Repair |
| 09799 | Beyond Repair |
| 09940 | Beyond Repair |
| 09945 | Beyond Repair |
| 09941 | Beyond Repair |
| 09789 | Beyond Repair |
| 09783 | Beyond Repair |
| 09782 | Beyond Repair |
| 09937 | Beyond Repair |
| 09938 | Beyond Repair |
| 09936 | Beyond Repair |
| 09770 | Beyond Repair |
| 09942 | Beyond Repair |
| 09877 | Beyond Repair |
| 09797 | Beyond Repair |
| 09946 | Beyond Repair |
| 09795 | Beyond Repair |
| UNKNOWN | Beyond Repair |
| 15197 | Beyond Repair |