

POSTED: 06-9-17

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

**Los Banos Unified School District Boardroom
1717 S. 11th Street, Los Banos, CA 93635**

Thursday, June 15, 2017

5:00 P.M.

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

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

II. Pledge of Allegiance

III. Approval of Agenda

Motion by _____ Seconded by _____

Proposed Action: Approve Agenda

IV. Public Forum:

Members of the community may address specific items on the agenda once they are on the floor 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. [BB 932]

V. NEW BUSINESS

A. Local Control Accountability Plan Approval (Page 3)

5 Min.

It is recommended the Board approve the 2017-18 Local Control Accountability Plan.

Motion By _____ Seconded By _____

Proposed Action: Approve 2017-18 LCAP

B. 2017-18 Budget Adoption (Page 4) **5 Min**

It is recommended the Board adopt the 2017-18 Budget.

Motion By _____ Seconded By _____

Proposed Action: Adopt 2017-18 Budget

C. Contract Renewal PreKindergarten and Family Literacy Support (Page 7) **5 Min.**

It is recommended the Board approve renewal of the 2017-2018 Contract #CPKS-7046 between the California Department of Education and Los Banos Unified School District for the PreKindergarten Family Literacy Program Support; and adopt Resolution #19-17, authorizing designated personnel to sign contract documents.

Motion By _____ Seconded By _____

Proposed Action: Approve Contract Renewal & Adopt Resolution (**ROLL CALL VOTE**)

D. MSE – Furniture & Equipment Piggyback Contract (Page 15) **5 Min.**

It is recommended the Board adopt Resolution #18-17 approving the piggyback agreement for the purchase of furniture and equipment for Mercey Springs Elementary School Addition:

1. Resolution #18-17 with Office City (\$111,871)

Motion By _____ Seconded By _____

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

E. Change Orders for Mercey Springs Elementary School (Page 20) **5 Min.**

It is recommended the Board approve Change Order from JTS Construction for Mercey Springs Elementary.

Motion By _____ Seconded By _____

Proposed Action: Approve

VI. **CONSENT CALENDAR**

A. Contracts/Agreements/Proposals

1. CSBA Manual Maintenance Service and GAMUT License Agreement (Page 24)
2. Lozano Smith, Legal Service Agreement (Page 37)

VII. **Adjournment**

Americans with Disabilities Act Assistance: Auxiliary aids and services include a wide range of services and devices that promote effective communications to 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 ensure equal access to District programs and events.

Board Reference Material

SUBJECT TITLE: **2017-18 LCAP (Final Draft)**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the final draft of the Local Control Accountability Plan (LCAP).

BACKGROUND INFORMATION:

At a prior Special Board Meeting, staff shared the draft of the LCAP and held a public hearing as required under the new Local Control Funding Formula (LCFF). The Board will vote to approve or reject the final draft of the LCAP at its regular June Board meeting in order to meet the deadline required by the LCFF.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

The LCAP addresses each of the Board’s eleven (11) goals.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

The cost for the LCAP will be \$12,570,289 in Year 1, \$12,896,109 in Year 2, and \$13,326,343 in Year 3. This funding will come from a combination of LCFF, Title I, Title II, and Title III monies.

ORIGINATOR: Paul Enos and Paula Mastrangelo, Assistant Superintendents

Date: June 15, 2017

ANNUAL BUDGET REPORT:
July 1, 2017 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: LBUSD District Office
Date: June 06, 2017

Place: City of Los Banos Council Chamber
Date: June 08, 2017
Time: 07:00 PM

Adoption Date: June 15, 2017

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Don Laursen

Telephone: 209-826-3801

Title: Director, Fiscal Services

E-mail: DLaursen@losbanosud.k12.ca.us

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ _____
Less: Amount of total liabilities reserved in budget:	\$ _____
Estimated accrued but unfunded liabilities:	\$ _____ 0.00

This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 08, 2017

For additional information on this certification, please contact:

Name: Don Laursen

Title: Director, Fiscal Services

Telephone: 209-826-3801

E-mail: DLaursen@losbanosusd.k12.ca.us

Board Reference Material

SUBJECT TITLE: **Contract Renewal PreKindergarten and Family Literacy Support**

REQUESTED ACTION: Approve Renewal of Contract & Adopt Resolution

 Action X

 Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve renewal of the 2017-2018 Contract #CPKS-7046 between the California Department of Education and Los Banos Unified School District for the PreKindergarten Family Literacy Program Support; and adopt Resolution #19-17, authorizing designated personnel to sign contract documents.

BACKGROUND INFORMATION:

This contract will support the LBUSD Preschool Program. The funding will be used to promote and support the interactive literacy activities for children and families enrolled in the PreKindergarten Family Literacy Program. Parent education will be designed in response to the literacy needs of the parents. Activities will be designed to support the new learning of families during Family Fun Friday on a monthly basis. Parents and students engage in teacher-designed activities promoting literacy development. Materials are given to families to encourage ongoing literacy development in the home environment.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

Award amount: \$5,000.00
Child Development funds will pay the cost of the program. Funds will be used for books, materials, and time associated with delivering the interactive literacy component for families.

ORIGINATOR: Jennifer Rocha, Preschool Program Director

Date: June 15, 2017

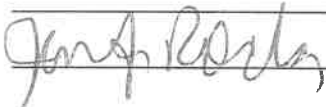
RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017-18.

RESOLUTION # 19-17

BE IT RESOLVED that the Governing Board of Los Banos Unified School District

authorizes entering into local agreement number CPKS-7046 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dean Bubar</u>	<u>Acting Superintendent</u>	_____
<u>Paula Mastrangelo</u>	<u>Assistant Superintendent</u>	_____
<u>Jennifer Rocha</u>	<u>Program Director</u>	

PASSED AND ADOPTED THIS 15th day of June 2017, by the

Governing Board of Los Banos Unified School District

of Merced County, in the State of California.

I, Margaret A. Benton, Clerk of the Governing Board of

Los Banos Unified School District, of Merced County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Los Banos Unified School District Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

CCC-04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Los Banos Unified School Distict		<i>Federal ID Number</i> 522018057
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Dean Bubar Acting Superintendent		
<i>Date Executed</i> June, 15 2017	<i>Executed in the County of</i> Merced	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO-005

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i> 52218057
<i>Proposer/Bidder Firm Name (Printed)</i> Los Banos Unified School Distict		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Dean Bubar Acting Superintendent		
<i>Date Executed</i> June 15, 2017	<i>Executed in the County and State of</i> Merced	



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17 - 18

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2017

CONTRACT NUMBER: CPKS-7046

PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG

PROJECT NUMBER: 24-6575-00-7

CONTRACTOR'S NAME: LOS BANOS UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the PROGRAM REQUIREMENTS FOR THE PREKINDERGARTEN AND FAMILY LITERACY PROGRAM*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. The total amount payable pursuant to this Agreement shall not exceed \$5,000.00.

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://cde.ca.gov/fg/aa/cd/ftc2017.asp>

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING Dean Burbac, Acting Superintendent				
TITLE CONTRACT MANAGER		ADDRESS 1717 S 11th St, Los Banos CA, 93635				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6575					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,000	ITEM 30.10.010, 6100-196-0001	CHAPTER B/A	STATUTE 2017			FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

Board Reference Material

SUBJECT TITLE: Mercey Springs Elementary School - Furniture & Equipment Purchase

REQUESTED ACTION: Adopt Resolution

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt Resolution #18-17 approving the purchase of school furniture and equipment for Mercey Springs Elementary School through piggyback agreement.

BACKGROUND INFORMATION:

The District will utilize a piggyback contract for the purchase of furniture for classrooms at Mercey Springs Elementary School. This will require the passage of Resolution #18 -17.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS:

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

The Cost of the furniture will be \$111,871 form Special Reserve Fund 40.

ORIGINATOR: Dean Bubar, Acting Superintendent

Date: June 15, 2017

LOS BANOS UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 18-17

AUTHORIZING ACQUISITION OF FURNITURE AND EQUIPMENT

WHEREAS, the Governing Board (the “Board”) of the Los Banos Unified School District (the “District”) has determined that a true and very real need exists for the acquisition of certain school furniture and equipment; and

WHEREAS, the Governing Board of a school district may under section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize acquisition of school furniture and equipment under the piggyback contract for the Property procured by the Region 14 Education Service Center under the piggyback contract awarded to the Region 14 Education Service Center (#NCPA07-08) on October 1, 2015; and

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the acquisition of the school furniture and equipment under the Piggyback Contract pursuant to Public Contracts Code section 20118 to be in the best interest of the District.

Section 3. The Superintendent or Superintendent’s designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 4. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Los Banos Unified School District, Merced County, State of California, this 15th day of June, 2017, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

President of the Governing Board of the
Los Banos Unified School District

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of October 1, 2015, by and between National Cooperative Purchasing Alliance ("NCPA") and Smith System MFG ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated October 1, 2015, referenced as Contract Number 07-44, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Furniture;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	<u>Smith System MFG</u>
Name: <u>Matthew Mackel</u>	Name: <u>Lorrie Skwarek</u>	
Title: <u>Director, Business Development</u>	Title: <u>Bids Manager</u>	
Address: <u>PO Box 701273</u>	Address: <u>1714 E 14th Street</u>	
<u>Houston, TX 77270</u>	<u>Plano, TX 75074</u>	
Signature: <u></u>	Signature: <u></u>	
Date: <u>October 1, 2015</u>	Date: <u>9-4-15</u>	

Board Reference Material

SUBJECT TITLE: Change Orders for Mercey Springs Elementary School

REQUESTED ACTION: Approve Change Order and authorize Superintendent to sign

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve Change Order No. 01 from JT2 Construction for work on the Mercey Springs Elementary School addition.

BACKGROUND INFORMATION:

There are three different change orders on the project mostly due to unforeseen conditions. These are summarized as follows:

CO1 JT2: Provide new DCW to existing Building and add 3” water valve to existing DCW line. Total change order cost: \$11,826.00.

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):

\$11,826.00 from Fund 40 Special Reserve.

ORIGINATOR: Dean Bubar, Acting Superintendent

Date: June 15, 2017

**MANGINI**ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291**www.mangini.us**
(559) 627-0530 *Office*
(559) 627-1926 *Fax***CHANGE ORDER****CO 1 JT2 Inc.****TO:** Los Banos Unified School District
Dean Bubar
1717 S. 11th Street
Los Banos, CA 93635**DATE:** 6/5/2017
Change Order NO: CO 1 JT2 Inc.
PROJECT NO: 1446
VIA: Email**PROJECT:** New Classroom Wing Additions at Mercey Springs
Elementary School
Los Banos Unified School District
Appl. No. 02-114749

Description of contents

QTY	TITLE	NUMBER	DATE	SCALE	SIZE
1	20170605110408.pdf		6/5/2017		

Remarks: For your review and approval. Please sign and return one copy to our office for distribution.**Julie Revels, Business Manager**
MANGINI ASSOCIATES INC.**Cc:**
Thais Duni (Los Banos Unified School District)



MANGINI ASSOCIATES INC.
 4320 West Mineral King Avenue
 Visalia, California 93291

www.mangini.us
 (559) 627-0530 office
 (559) 627-1926 fax

CHANGE ORDER

NO. 01

TO: JT2, Inc.
 P. O. Box 6820
 Visalia, CA 93290

DATE: May 22, 2017
 CO NO.: One
 PROJECT NO.: 1446

PROJECT: New Classroom Wings at Mercey Springs Elementary School
 Los Banos Unified School District

THE CONTRACT IS CHANGED AS FOLLOWS:

See attached Exhibit "A" for Description of Work

TOTAL THIS CHANGE ORDER: ADD \$11,826.00

Attachments None

The Contractor agrees that this resolution constitutes a final accord and satisfaction of the Contractor's rights with respect to this change order.

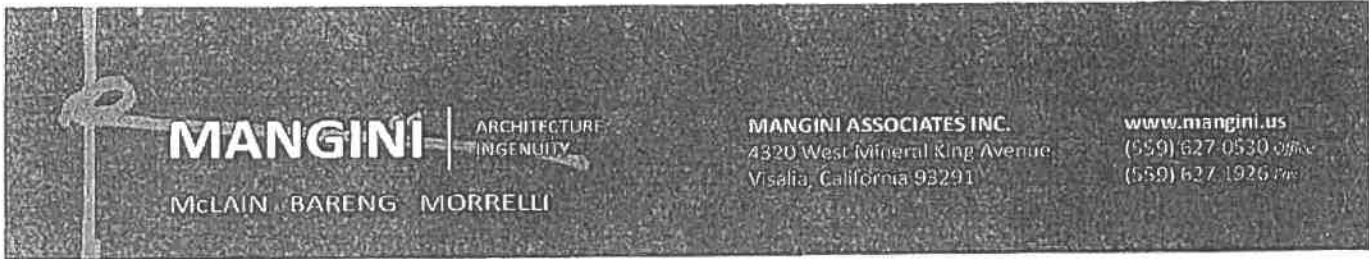
The original Contract Sum was	\$	202,975.00
Net change by previous Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	202,975.00
The Contract Sum will be changed by this Change Order	\$	11,826.00
The new Contract Sum including this Change Order will be	\$	214,801.00

The Contract Time will be **unchanged** **ZERO** (0) days.
 The Date of Completion as of the date of this Change Order therefore is **March 22, 2017**

Contractor: James Todd II Date: _____
 James Todd II
 JT2, Inc.

Architect: Edgar Sanchez Date: 5/30/17
 Edgar Sanchez
 Mangini Associates Inc.

Owner: _____ Date: _____
 Dean Bubar, Asst. Superintendent
 Los Banos Unified School District



**CHANGE ORDER NO. 1
NEW CLASSROOM WING AT MERCEY SPRINGS**

EXHIBIT "A"

Description of Work

<u>Item No. 1:</u> BL #1: Provide new DCW to existing Building per RFI 5.6. Reason: Existing CW is irrigation.	ADD	\$10,826.00	COOL
<u>Item No. 2:</u> BL #2: Add 3" water valve to existing DCW line.. Reason: Owner request.	ADD	\$1,000.00	<i>POOR/Cool</i>
TOTAL THIS CHANGE ORDER		\$11,826.00	

Board Reference Material

SUBJECT TITLE: **CSBA Maintenance and GAMUT Service Agreement**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the CSBA Maintenance and GAMUT Service Agreement.

BACKGROUND INFORMATION:

This service agreement allows CSBA to provide GAMUT Online, Manual Maintenance and Policy Services to the District.

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):

Total cost for Manual Maintenance Plus and GAMUT Online for the 2017-18 School is \$6,615.00 and will be paid for by _____

ORIGINATOR: Dean Bubar, Acting Superintendent

Date: June 15, 2017



May 15, 2017

Superintendent and Board President
Los Banos USD
1717 S 11th St.
Los Banos, CA 93635-4800

Dear Superintendent and Board President,

Thank you for your continued subscription to CSBA's Policy Service(s). Enclosed is the 2017-18 invoice for the policy services to which your district subscribes.

We are very excited about the work we will be conducting on your behalf and our continued investment in the products and services that support you, our valued member. To ensure that we are able to continue to provide you with quality products and services, as well as ongoing expert policy advice, we have adjusted our rates for the upcoming year. This adjustment is reflected in the enclosed invoice.

In our continuing effort to improve the services we provide to our members, we have also updated the format of the annual service agreements for GAMUT Online and Manual Maintenance. The contract revisions clarify the terms and conditions of the agreement, but do not change the substantive rights and responsibilities of the parties. The updated service agreements allow CSBA to provide improved services and increase our efficiency as we move forward with updates to GAMUT Online, Manual Maintenance, and our other Policy Services.

Thank you for understanding that this price increase allows us to maintain the superior standard of our products and services. If you have any questions, please contact our office at 1-800-266-3382.

Sincerely,

Robert Tuerck
Senior Director,
Policy Development and Governance Technology Services



California School Boards Association

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

Invoice Number Invoice Date PO #
INV-34992-C1L1D0 5/15/2017

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

Table with 5 columns: Product Code, Description, Unit Price, Quantity, Extended Price, Terms. Rows include MM+ Manual Maintenance Plus and GOL Gamut Online.

Total Invoice: \$6,615.00 Total Paid: \$0.00 Balance Due: \$6,615.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number Invoice Number Invoice Date Terms Balance Due
100567 INV-34992-C1L1D0 05/15/2017 \$6,615.00

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

CALIFORNIA SCHOOL BOARDS ASSOCIATION MANUAL MAINTENANCE SERVICE AGREEMENT

This Manual Maintenance Agreement (Agreement) is entered into between the California School Boards Association (CSBA) and Los Banos USD of Los Banos, California (District) and shall be effective on the date executed by District.

WHEREAS CSBA is a statewide membership association for California school districts and county offices of education.

WHEREAS California school districts and county offices of education, including District, are required by law to establish policies and procedures for the governance and operations of educational programs and other activities for which they are responsible.

WHEREAS CSBA has written or developed, and as necessary, updates, a reference policy manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law.

WHEREAS subject to the terms and conditions of the GAMUT Online Service Agreement, CSBA grants school districts and county offices of education which are CSBA members in good standing a nontransferable and nonassignable access to its reference policy manual.

WHEREAS subject to the terms and conditions of this Agreement, CSBA provides limited word processing and consulting services in relation to the access it permits to its reference policy manual.

NOW THEREFORE, CSBA and District in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:

I. CSBA RESPONSIBILITIES

CSBA agrees to the following:

- a. Maintain a current digital or electronic copy of District Manual, including any adopted revisions of the District policies, regulations, or bylaws provided to CSBA.
- b. Host District Manual on GAMUT, CSBA's web-based policy hosting platform
- c. Permit District online access to District Manual on GAMUT in accordance with this Agreement.
- d. Provide District with regular "Policy Update Packets" that include revised, updated, and/or new CSBA sample policies, regulations, and bylaws for District use.

CALIFORNIA SCHOOL BOARDS ASSOCIATION MANUAL MAINTENANCE SERVICE AGREEMENT

- e. Upon District request, update District Manual to reflect modified, revised, or newly adopted or approved District policies, regulations, and bylaws.
- f. Provide District with a public user access web-link to District Manual on GAMUT.
- g. Permit District limited access to policies, regulations, and bylaws adopted by other local educational agencies and hosted on GAMUT.
- h. Make a CSBA Policy Services Consultant available during regular CSBA business hours to assist District on policy issues relating to District Manual. Consultation under this Agreement may include suggestions regarding policy procedures and placement of policies within District Manual and/or review of and suggestions regarding proposed District policies, regulations and bylaws, but shall not include drafting of original policy language for the District Manual. Consulting services are not intended to constitute legal advice and shall not be considered a substitute for advice from District legal counsel.

II. DISTRICT RESPONSIBILITIES

District accepts responsibility for updating and maintaining District Manual consistent with applicable laws and agrees to the following:

- a. For the duration of this Agreement, enter into a GAMUT Online Service Agreement with CSBA for a nontransferable, nonassignable access to the CSBA reference policy manual.
- b. Designate a member of its administrative staff to serve as the District Liaison ("Liaison") to CSBA. Liaison shall be responsible for all contacts with CSBA, including the Policy Services Consultant, and for timely submitting to CSBA all information and documents to be provided by District under this Agreement. If Liaison is not designated, the official who signs this Agreement on behalf of District shall be deemed the Liaison.
- c. Upon adoption or approval of District policies, regulations, or bylaws, immediately forward copy to CSBA for inclusion in District Manual.
- d. Adhere to CSBA requirements for formatting and/or protocols for submitting policies for posting on the GAMUT webpage.
- e. This Agreement automatically renews and the fees therefor are due on July 1 each year.
- f. The Manual Maintenance service is intended for updating individual policies or small batches of policies, not an entire policy manual, or sections thereof.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
MANUAL MAINTENANCE SERVICE AGREEMENT**

- g. CSBA reserves the right to recommend that District undergo a CSBA policy development workshop or other policy development service whenever CSBA determines, due to the number or size of the policies, regulations, and bylaws, included in a single request submitted by District, that District needs to develop a new District Manual.
- h. The CSBA samples policies, regulations, bylaws, and exhibits to which District is given access are CSBA's proprietary materials, they are provided for the District's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's written consent.

III. FEES AND PAYMENT SCHEDULE

- a. In consideration for the services provided by CSBA under this Agreement, District shall pay an annual fee of \$3485.00 to CSBA, based on the CSBA payment schedule for Manual Maintenance Service.
- b. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services described in this Agreement. CSBA, through its regular billing process, shall provide notice of any such change by June 1 each year, and District shall have the right to cancel this Agreement in accordance with the terms and provisions contained herein.
- c. The annual fee shall be due and payable on July 1 each year and CSBA reserves the right to suspend any services of this Agreement if payment is not received by August 31 of that year.

IV. TERM

- a. The term of this Agreement shall commence upon the mutual execution of this Agreement by the undersigned agents of CSBA and District and shall remain in effect and be deemed automatically renewed July 1 of each year unless terminated by either District or CSBA in a written notice delivered to the other party no later than June 15.
- b. In the event District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement, CSBA shall have no obligation to perform any services under this Agreement.

V. COPYRIGHT

- a. All copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital, or other data storage device containing such materials, as well as the materials made available through CSBA's GAMUT

CALIFORNIA SCHOOL BOARDS ASSOCIATION MANUAL MAINTENANCE SERVICE AGREEMENT

website, are for District's sole use and shall not be made available for use outside of District.

- b. District shall comply with the GAMUT End User License Agreement attached to the District's GAMUT Online Service Agreement with CSBA.

VI. DISCLAIMER OF WARRANTY

- a. District acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel to District.
- b. CSBA sample policies, administrative regulations, bylaws, and exhibits are provided as a resource for school districts and county offices of education in developing their local policy manual and are not intended for exact replication or as a substitute for legal advice.
- c. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.
- d. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

VII. MISCELLANEOUS

- a. This Agreement and any attachments hereto contain all of the terms and conditions agreed upon by CSBA and District relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and District, whether oral or written, respecting the matters covered by this Agreement.
- b. This Agreement may be modified or amended only by a writing signed by the CSBA and District, or their authorized representatives.
- c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
MANUAL MAINTENANCE SERVICE AGREEMENT**

- d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

VIII. CANCELLATION

- a. Either CSBA or District may terminate this Agreement at any time by providing at least thirty (30) days notice in writing to the other party.
- b. CSBA may terminate this contact if District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement.
- c. District understands and acknowledges that no refunds of any fees described in Section III of this Agreement will be given by CSBA if District cancels this Agreement after September 1 of the fiscal year.

California School Boards Association

Los Banos USD

Robert Tuerck

Name of Official

Sr. Director, Policy Development &
Governance Technology

Title of Official

Title of Official

Date

Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, 3251 Beacon Blvd., West Sacramento, CA 95691.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT ONLINE SERVICE AGREEMENT**

This GAMUT Online Agreement (Agreement) is entered into between the California School Boards Association (CSBA) and Los Banos USD of Los Banos, California (District) and shall be effective on the date executed by District.

WHEREAS CSBA is a statewide membership association for California school districts and county offices of education.

WHEREAS California school districts and county offices of education, including District, are required by law to establish policies and procedures for the governance and operations of educational programs and other activities for which they are responsible.

WHEREAS CSBA has written or developed, and as necessary, updates, a reference policy manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law.

WHEREAS subject to the terms and conditions of this Agreement, CSBA grants school districts and county offices of education which are CSBA members in good standing a nontransferable and nonassignable access to its reference policy manual.

NOW THEREFORE, CSBA and District in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:

I. CSBA RESPONSIBILITIES

CSBA agrees to the following:

- a. Provide online access to CSBA's reference policy manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources through GAMUT, CSBA's web-based policy hosting platform
- b. Provide regular notifications of policy updates, sent to the District Liaison through email or other means of electronic communications.
- c. Provide District with user accounts to access GAMUT.

II. DISTRICT RESPONSIBILITIES

District accepts responsibility for updating and maintaining District policies consistent with applicable laws and agrees to the following:

- a. Comply with the GAMUT Online License Agreement (Attachment A).

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT ONLINE SERVICE AGREEMENT**

- b. Designate a member of its administrative staff to serve as the District Liaison ("Liaison") to CSBA and advise CSBA of the name of the Liaison. The Liaison shall be responsible for all contacts with CSBA and the Policy Services Consultant, and for timely submitting to CSBA all information and documents to be provided by District under this Agreement. If District Liaison is not designated, the official who signs this Agreement on behalf of District shall be deemed the Liaison.
- c. This Agreement automatically renews and the fees therefor are due on July 1 each year.
- d. The CSBA samples policies, regulations, bylaws, and exhibits to which District is given access are CSBA's proprietary materials, they are provided for the District's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's written consent.

III. FEES AND PAYMENT SCHEDULE

- a. In consideration for the services provided by CSBA under this Agreement, District shall pay an annual fee of \$3130.00 to CSBA, based on the CSBA payment schedule for GAMUT Online Service.
- b. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services described in this Agreement. CSBA, through its regular billing process, shall provide notice of any such change by June 1 each year, and District shall have the right to cancel this Agreement in accordance with the terms and provisions contained herein.
- c. The annual fee shall be due and payable on July 1 each year and CSBA reserves the right to suspend any services of this Agreement if payment is not received by August 31 of that year.

IV. TERM

- a. The term of this Agreement shall commence upon the mutual execution of this Agreement by the undersigned agents of CSBA and District and shall remain in effect and be deemed automatically renewed July 1 of each year unless terminated by either District or CSBA in a written notice delivered to the other party no later than June 15.
- b. In the event District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement, CSBA shall have no obligation to perform any services under this Agreement.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT ONLINE SERVICE AGREEMENT**

V. COPYRIGHT

- a. All copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital, or other data storage device containing such materials, as well as the materials made available through CSBA's GAMUT website, are for District's sole use and shall not be made available for use outside of District.
- b. District shall comply with the GAMUT End User License Agreement attached to the District's GAMUT Online Service Agreement with CSBA.

VI. DISCLAIMER OF WARRANTY

- a. District acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel to District.
- b. CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.
- c. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

VII. MISCELLANEOUS

- a. This Agreement and any Attachments hereto contain all of the terms and conditions agreed upon by CSBA and District relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and District, whether oral or written, respecting the matters covered by this Agreement.
- b. This Agreement may be modified or amended only by a writing signed by the CSBA and District, or their authorized representatives.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT ONLINE SERVICE AGREEMENT**

- c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.
- d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

VIII. CANCELLATION

- a. Either CSBA or District may terminate this Agreement at any time by providing at least thirty (30) days notice in writing to the other party.
- b. CSBA may terminate this contact if District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement.
- c. District understands and acknowledges that no refunds of any fees described in Section III of this Agreement will be given by CSBA if District cancels this Agreement after September 1 of the fiscal year.

California School Boards Association

Los Banos USD

Robert Tuerck

Name of Official

Sr. Director, Policy Development &
Governance Technology

Title of Official

Title of Official

Date

Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, 3251 Beacon Blvd., West Sacramento, CA 95691.

Attachment A

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE LICENSE AGREEMENT

This licensing agreement is incorporated by reference in the GAMUT Online Service Agreement and the terms and conditions stated herein shall have the same effect as if expressly stated in the GAMUT Online Service Agreement.

NOTICE TO USER - California School Boards Association (CSBA) is the sole and exclusive owner of the GAMUT Online policy information system (PIS) and hereby grants a nontransferable, nonassignable license to use the GAMUT Online PIS under the terms and conditions of this agreement. By using the GAMUT Online PIS, licensee agrees to all the terms and conditions of this agreement. Any licensee who does not agree with the terms and conditions of this agreement must notify CSBA that they do not agree and CSBA will terminate the licensee's user accounts.

PROPRIETARY RIGHTS - The GAMUT™ software and accessible data are valuable property of CSBA. Licensee will not make or have made, or permit to be made, any copies of the software, documentation, or any portion thereof. The software provides access to data which licensee is authorized to adapt or customize for its sole and exclusive use or benefit. Licensee agrees not to modify, adapt, translate, decompile, disassemble the software or create derivative works based on the software. Licensee agrees not to distribute the accessible data, passwords, or other access information to anyone other than its employees and officials.

TRADE SECRET - Licensee acknowledges that the software is confidential in nature and constitutes a trade secret of CSBA. Licensee agrees not to sell, rent, license, distribute, transfer, or directly or indirectly permit the sale, rental, licensing, distribution, or transfer of the software to any other party, either during the term of this agreement or thereafter. Licensee agrees to use its best efforts to prevent inadvertent disclosure of the software to any third party during the term of this agreement or thereafter.

LIMITED WARRANTY - The GAMUT Online PIS is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. CSBA does not warrant that functions contained in the GAMUT Online PIS program will meet the user's requirements or that the operation of the program will be uninterrupted or error free. CSBA does not warrant the accessible data to be error free.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES - In no event shall CSBA be liable for any damages whatsoever (including, without limitation, damages for loss of profits and/or savings, business interruption, loss of business information or other pecuniary losses) arising from use or inability to use the GAMUT Online PIS.

LICENSEE'S RESPONSIBILITIES - Licensee is responsible for insuring the proper configuration of any hardware used in operating GAMUT Online PIS and for establishing and implementing procedures necessary for the fulfillment of licensee's obligations under this agreement. Licensee agrees to inform all of the licensee's users of licensee's obligations and responsibilities under this agreement including, but not limited to, the nondistribution requirement.

Board Reference Material

SUBJECT TITLE: Legal Services Agreement-Lozano Smith

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the legal services agreement with Lozano Smith.

BACKGROUND INFORMATION:

This is the annual master agreement that is used by Lozano Smith, our attorneys for property acquisition and developer agreements.

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 contract is based on a per hour rate that ranges from \$135 per hour for education consulting to \$295 per hour for senior counsel services.

ORIGINATOR: Dean Bubar, Acting Superintendent

Date: June 15, 2017

Karen M. Rezendes
Attorney at Law

E-mail: krezendes@lozanosmith.com

June 5, 2017

Dean Bubar
Interim Superintendent
Los Banos Unified School District
1717 S. 11th Street
Los Banos, CA 93635

Re: 2017-2018 Agreement for Legal Services

Dear Mr. Bubar:

Thank you for the opportunity to partner with you during the 2016-17 school year. We appreciate the trust you place in Lozano Smith, and we look forward to another promising year for your district and students.

As a valued client, we invite you to take advantage of Lozano Smith's portal of client resources at (LozanoSmith.com/clientresources). The portal contains resources for some of the most pertinent legal issues, and incorporates trainings prepared in partnership with the State's leading education associations.

As a firm, we will continue to bill actual time spent, without any required minimum billing period for phone calls or email correspondence. Our practice, designed to save costs for clients, will remain at the industry-leading 1/10 (.10) of an hour increment. In addition, we also continue to use a "tiered" billing system to ensure that when appropriate, associate attorneys can be utilized, providing you with cost savings. Each of our attorneys is placed at the appropriate "tier" based on their experience.

As part of an annual review, we adjust legal staff fees to reflect updated tiered status for attorneys based upon their years of experience. Our records indicate that we do not have a current contract with you on file. We have included two agreements for legal services for 2017-2018. Once your Board has approved the agreement, please retain one original, and sign and return the other to us in the enclosed, self-addressed envelope.

Mr. Bubar
June 5, 2017
Page 2

Should you have questions regarding the billing rate for a particular attorney, please feel free to contact us.

We look forward to another rewarding year together.

Sincerely,

LOZANO SMITH

A handwritten signature in cursive script that reads "Karen M. Rezendes". The signature is written in black ink and is positioned below the printed name.

Karen M. Rezendes
Managing Partner

KMR/lt

AGREEMENT FOR LEGAL SERVICES

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XI. DISPUTE RESOLUTION.

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FOR LOS BANOS UNIFIED SCHOOL DISTRICT
(Effective July 1, 2017)

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SO AGREED:

LOS BANOS UNIFIED SCHOOL DISTRICT LOZANO SMITH, LLP

Dean Bubar
Interim Superintendent

Date

 June 5, 2017
Karen M. Rezendes Date
Managing Partner



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