

POSTED: 1-6-17

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

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

**Thursday, January 12, 2017
6:30 P.M. – 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	Travis Willmott

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

1. Parental Request for Early Graduation for two Crossroads Alternative Ed. Students #3000746 and # 1501848 (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. RECOGNITION/INTRODUCTIONS

1. Mr. Dominic Falasco will be recognized for his 4 years of service on the Board.
2. Erik Limon, Republic Services, Inc. recognized for his \$500 donation to LBHS FFA Scholarship Fund.
3. Annual ACSA Administrator of the Year Awards

VI. **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]

VII. **REPORTS**

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

VIII. **NEW BUSINESS**

- A. FFA Report (Page6) **10 Min.**

Los Banos High School FFA representatives will report on various FFA activities, the 2016 National FFA Convention and the Washington, D.C. leadership tour.

- B. 2015-16 Audit Report (Page 7) **10 Min.**

Representatives from Jeanette L. Garcia & Associates present the 2015-16 Audit Report. It is recommended the Board accept the Audit Report.

Motion by _____ Seconded by _____

Proposed Action: Accept Audit Report

- C. Public Hearing: Green Valley Charter School (Page 8) **10 Min.**

The Board is asked to confirm receipt of, and set a date for, acting on the Renewal Charter Petition for Green Valley Charter School from Foundations Public Schools.

Open Public Hearing _____
Close Public Hearing _____

Proposed Action: None, Hold Public Hearing

- D. Local Control Accountability Plan Report (Page 9) **5 Min.**

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

- E. 2016-2017 Single Plans for Student Achievement (Page 10) **15 Min.**

It is recommended the Board approve the 2016-2017 Single Plans for Student Achievement.

Motion By _____ Seconded By _____

Proposed Action: Approve

- F. Preconditions for Los Banos Teacher Induction Program (Page 11) **5 Min.**

It is recommended that the Board approve the *Preconditions for the Los Banos Teacher Induction Program*, pursuant to Education Code Section 44227 and 44265.

Motion by _____ Seconded by _____

Proposed Action: Approve

- G. Policy Update (First Reading) (Page19) **5 Min.**

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

1. BP/AR 5141.52, Suicide Prevention

Motion by _____ Seconded by _____

Proposed Action: Declare Intent to Adopt

- H. Course Adoption (First Reading) (Page 27) **5 Min.**

It is recommended the Board declare its intent to adopt the following new course:

1. Preparation of Integrated Math (Page)

Motion By _____ Seconded By _____

Proposed Action: Declare Intent to Adopt

I. Agreement, SKW & Associates for Preliminary Design (Page 34)

5 Min.

It is recommended the Board approve the agreement with SKW & Associates for preliminary design of the PHS Barn Project and authorize the acting superintendent to sign the agreement.

Motion by _____ Seconded by _____

Proposed Action:

IX. CONSENT CALENDAR

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

A. Approval of Minutes

1. Special Board Meeting, December 7, 2016 (Page 37)
2. Regular/Organizational Meeting, December 8, 2016 (Page 38)

B. Personnel Actions

1. Report of Certificated Staffing Actions (Page 44)
2. Report of Classified Staffing Actions (Page 45)

C. Monthly Fiscal Report (Page 46)

The monthly Fiscal Report is provided for information.

D. 2017-18 Budget Calendar (Page 54)

It is recommended the Board approve the 2017-18 Budget Calendar as the first step in developing the District budget.

E. Williams Complaint Summary (Page 56)

It is recommended the Board approve the October/December Williams Complaint Summary Report as submitted.

F. Notice of Authorization of a Schoolwide Program (Page 58)

It is recommended the Board approve the Notice of Authorization of a Schoolwide Program for MSE.

G. Donations (Page 59)

It is recommended the Board approve the following donations:

1. Donations to the LBUSD Scholarship Fund from Jan. 1 through Dec. 31, 2016 (Page)

H. Contracts/Agreements/Proposals :

1. Agreement, Grace Bishop/Creative Alternatives (Page 61)
2. Agreement, Merced Community College, fee-based-for-credit math courses (Page 96)
3. Educational Specification for New Alternative Education Program School (Page 97)

I. Overnight/Out-of-State Travel

1. Travel, PHS Girls Wrestling, Stockton, CA, February 17-18, 2017 (Page 129)
2. Travel, PHS D4 Wrestling, Cameron Park, CA, February 17-18, 2017 (Page 130)
3. Travel, PHS Girls Wrestling, Visalia, CA, February 24-25, 2017 (Page 131)
4. Travel, PHS SJS Masters Wrestling, Stockton, CA, February 24-25, 2017 (Page 132)
5. Travel, PHS Boys State Wrestling, Bakersfield, CA, March 2-4, 2017 (Page 133)
6. RME 6th Grade, Jack L. Boyd Outdoor School, March 27-30, 2017 (Page 134)

J. Disposal of Obsolete Electronic Equipment (Page 135)

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

K. Approval/Ratification of Warrants

Motion By _____ Seconded by _____

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

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

XI. **REPORTING CLOSED SESSION ACTION**

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

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

XIII. **REPORTING CLOSED SESSION ACTION** (If needed)

The Board will report on action taken at the closed session.

XIV. **ADJOURNMENT**

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

Board Reference Material

SUBJECT TITLE: Los Banos High School FFA Report

REQUESTED ACTION: None, report only.

 Action_____

 Discussion/Information X

RECOMMENDATION:

Los Banos High School FFA representatives will report on various FFA activities, the 2016 National FFA Convention and the Washington, D.C. Leadership Tour.

BACKGROUND INFORMATION:

Each year FFA students from Los Banos & Pacheco High Schools travel to the National Convention followed by a Leadership Tour of Washington D.C. FFA students also participate in numerous events throughout the year; this report will highlight these events as well as the 2016 National Convention and Leadership Tour.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

N/A

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School.

Date: January 12, 2017

Board Reference Material

SUBJECT TITLE: **2015-16 Audit Report**

REQUESTED ACTION: Accept 2015-16 Audit Report

 Action X

 Discussion/Information _____

RECOMMENDATION:

The Board is asked to review and accept the 2015-16 Audit Report as prepared by the accounting firm Jeanette L. Garcia & Associates.

BACKGROUND INFORMATION:

The Board is required by Education Code 41020.3 to review and accept the prior year’s Audit Report at a public meeting on or before January 31st. The audit was submitted on time with the State of California and the Merced County Office of Education.

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 audit costs are included in the Adopted Budget.

ORIGINATOR: Don Laursen, Director of Fiscal Services

Date: January 12, 2017

Board Reference Material

SUBJECT TITLE: **Public Hearing: Green Valley Charter School**

REQUESTED ACTION: Hold Public Hearing

Action X

Discussion/Information

RECOMMENDATION:

The Board is asked to confirm receipt of, and set a date for, acting on the Renewal Charter Petition for Green Valley Charter School from Foundations Public Schools. The District received their petition for renewal request on December 22, 2016, which begins the timeline for the approval process. Since the District must hold a public hearing within 30 days and make a decision within 60 days of December 22, the recommendation is to take board action at the next Board meeting on February 9, 2017.

BACKGROUND INFORMATION:

Green Valley Charter School was approved for operation by Los Banos Unified School District in September, 2011. That initial charter was for 5 years and they must seek renewal for their charter. Staff is working with legal counsel to prepare a report on how the school has performed with regard to the goals and commitments set forth in the original charter.

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):

To date the charter school has enrolled 203 students which has resulted in \$1,978,690 from the District. The charter plans to grow to 270 students which would result in \$2,631,755 passing to the charter.

ORIGINATOR: Dean Bubar, Acting Superintendent

Date: January 12, 2017

Board Reference Material

SUBJECT TITLE: **LCAP Update**

REQUESTED ACTION: Discussion only

Action _____

Discussion/Information X

RECOMMENDATION:

Staff will update the Board on the progress of the implementation of the Local Control Accountability Plan (LCAP) for the 2016-17 school year.

BACKGROUND INFORMATION:

In June of 2015, our District approved and adopted the second LCAP required by the state for the new Local Control Funding Formula (LCFF). The LCAP addresses the District’s goals and funding priorities for the next 3 years. Staff will share with the Board the progress made so far towards those goals along with the programs and funding to support them.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

None

ORIGINATOR: Paul Enos and Paula Mastrangelo, Assistant Superintendents

Date: January 12, 2017

Board Reference Material

SUBJECT TITLE: **2016-2017 Single Plans for Student Achievement**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended that the Board approve the 2016-2017 Single Plans for Student Achievement.

BACKGROUND INFORMATION:

Annually, the Los Banos Unified School District approves the school single plans for student achievement that have been approved by School Site Councils and forwarded to the Board. The plans outline the activities and expenditures for supplemental state and federal funding provided through the Consolidated Application for Funding Categorical Aid Programs. Each school in submitting its document declares it has been reviewed and updated by the School Site Council and meets the intent of site plan requirements. Plans address the following programs:

Local Control Funding Formula (LCFF) Supplemental and Concentration Grant

Economic Impact Aid ... Carryover only

Title I (Part A) Educationally Disadvantaged Youth

Title I (Part A) Parent Involvement ... this is a reservation from the total Title I, Part A allocation

Title III Limited English Proficient Students

The following sites are submitting their plans for approval at this time:

Westside Union Elementary

R. M. Miano Elementary

Los Banos Elementary

Lorena Falasco Elementary

Volta Elementary

Henry Miller Elementary

Charleston Elementary

Los Banos Junior High School

Los Banos High School

San Luis High School

Pacheco High School

Mercey Springs Elementary

Creekside Junior High

In submitting these plans to the District, each school agrees to operate each program as required by the state requirements.

Site single plans are available in the office of the Elementary Assistant Superintendent for review by the Board. Once approved, Plans are posted on the District website.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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 identified.

SPECIFIC FINANCIAL IMPACT:

Sites without approved plans for the 2016-2017 school year will not be able to spend allocated funds from the supplemental categorical programs for the 2016-2017 school year.

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent Elementary Education

DATE: January 12, 2017

Board Reference Material

SUBJECT TITLE: Preconditions for Los Banos Teacher Induction Program

REQUESTED ACTION:

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the *Preconditions for the Los Banos Teacher Induction Program*, pursuant to Education Code Section 44227 and 44265.

BACKGROUND INFORMATION:

Each program of professional preparation that leads to a teaching or services credential shall adhere continually to the requirements of California State Law or Commission Policy. Each institution must respond to the general preconditions as well as all other applicable program specific preconditions two times in the seven year accreditation cycle.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Board/LCAP Goal 5 Provide the best educational environment for students by employing and retaining qualified staff prepared to implement CCSS instruction at highly effective levels.

ALTERNATIVES/IDENTIFIED OPPOSITION: N/A

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

Los Banos Unified has sponsored an induction program since the 2008-09 school year. The \$230,000 to cover salary, stipends, substitute pay, and materials has been included in our adopted budget.

ORIGINATOR: Barbara Severns, Induction Coordinator
Date: January 12, 2017



The Superintendent's
Quality Professional
Learning Standards

Approved by the State Superintendent of Public Instruction

Professional Learning Support Division
California Department of Education

November 2014
Revised March 2015

Introduction: Preconditions for California Educator Preparation Programs

California law provides the Commission on Teacher Credentialing with the authority to accredit institutions and approve all programs that lead to a credential to serve as an educator in California's public schools. Among other responsibilities, Section 44225 of the California Education Code establishes that the Commission shall establish professional standards, assessment and examinations for entry and advancement in the education profession, adopt a framework and general standards for the accreditation of preparation programs for teachers and other certificated educators, and propose appropriate rules and regulations in this area. All institutions wishing to offer credential programs in the area of educator preparation programs must first successfully respond to the Commission's preconditions.

What is a Precondition?

A precondition is a requirement for initial and continued program approval. Unlike standards, preconditions specify requirements for program compliance. The basis for a precondition is either statute, regulations, or Commission policy.

What kinds of preconditions exist?

The first type of preconditions are the Commission's General Institutional Preconditions. These apply to all professional preparation programs but do not apply to subject matter programs.

The second type of preconditions are those that apply to particular kinds of credential preparation programs. Preconditions differ according to the type of educator preparation programs and must be addressed for each type of educator preparation program a program sponsor has been approved to offer.

The third type of precondition is only applicable to new educator preparation programs being proposed for initial program approval. There are two of these preconditions including Demonstration of Need and Practitioners' Participation in Program Design.

What preconditions should be submitted?

For Initial Program Approval (IPR)
<ul style="list-style-type: none">• 2 initial program preconditions• Credential Program Specific preconditions for each type of new program being proposed
For Continuing Accreditation (Years 1 and 4 of the Accreditation Cycle)
<ul style="list-style-type: none">• General Institutional Preconditions• Credential Program Specific Preconditions for all programs offered

For Initial Institutional Approval (Institutions seeking to become Approved Program Sponsors eligible to offer educator preparation programs in California)

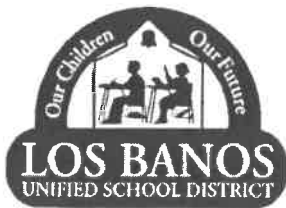
- | |
|---|
| <ul style="list-style-type: none">• General Institutional Preconditions |
| <ul style="list-style-type: none">• Credential Program Specific Preconditions for all programs being proposed• 2 Initial Program Preconditions |

When are preconditions reviewed?

Preconditions are reviewed prior to 1) initial institutional approval, 2) initial program approval and 3) years 1 and 4 during the seven year accreditation cycle.

Who reviews preconditions?

Because preconditions are related to issues of compliance, Commission staff determines whether a program complies with the adopted preconditions on the basis of responses and evidence provided by the institution.



Los Banos Unified School District

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

General Preconditions

General Statement Applicable to all Preconditions for all Educator Preparation Programs

Pursuant to Education Code Section 44227 (and 44265 where applicable for Education Specialist Program) each program of professional preparation that leads to a teaching or services credential shall adhere continually to the following requirements of California State Law or Commission Policy. Each institution must respond to the general preconditions as well as all other applicable program specific preconditions.

1. Accreditation and Academic Credit

(b) School districts and other non-regionally accredited entities

*I verify that the Los Banos Unified School District governing board has approved the sponsorship of the Los Banos General Education (MS/SS) and Education Specialist (Mild/Moderate, Moderate/Severe, and Early Childhood Special Education) Induction programs. The **signature of the Clerk and Superintendent** provide the verification of this.*

2. Enrollment and Completion

*Teacher candidates enroll in the program at the beginning of the school year. They remain in the program for the full amount of time unless they submit a **Request for Extension**. Teachers who leave the school district before completing the full program are provided with their **Evidence of Application** to give to their next employer and induction program. In the event the program would close, a "teach-out plan" would ensure that the **Evidence of Application** documents would be provided to each teacher to transfer to the county consortium program. Those documents are saved in the district's network and are accessible by district administration for teachers to receive, should they need an additional copy.*

3. Responsibility and Authority

(a) The Los Banos Unified School District assures that there is an identified position within the organization that is responsible for ongoing oversight for all educator preparation programs offered by this institution. The identified individual is Mrs. Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources and Los Banos Induction Director.

*(b) The attached **Organizational Chart** identifies the direct reporting relationship between this position and the individual(s) that coordinate the General Education (MS/SS) and Clear Education Specialist Induction Programs offered by the Los Banos Unified School District. No other outside organizations or partners are responsible for the oversight or delivery of the program.*

Board of Trustees

Mr. Anthony Parreira, *President* Mr. Dennis Areias, *Vice President* Mrs. Margaret Benton, *Clerk*
Ms. Megan Goin-Soares Mr. Ray Martinez Mr. Gary Munoz Ms. Marlene Smith

Administration

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

*(c) The Induction Coordinator works with the Induction Director to form the unit that oversees the Los Banos Induction program. The Induction Coordinator and the Induction Director are jointly involved in the credential recommendation process. Regular updates of program completion are shared throughout the school year. The Induction Director confirms the recommendations of the Induction Coordinator to recommend teacher candidates for a California Clear Credential. This is verified by the **Induction Final Review notice to HR** that is submitted at the completion of the program year.*

4. Lawful Practices

*I verify that all personnel decisions in Los Banos Unified School District are made without consideration of differences due to race, gender or other constitutionally or legally prohibited considerations. The Los Banos Unified School District follows state and federal discrimination laws in all personnel decisions, including hiring of teachers, enrollment in the Induction program, recommendation of the California Clear Credential, and employment retention. This is verified with **Board Policy 4111 and 4030**.*

5. Commission Assurances

I verify that the Los Banos Unified School District will (a) fulfill all of the applicable standards of program quality and effectiveness that have been adopted by the Commission and approved by the California Department of Education; (b) cooperate in an evaluation of the program by an external team or a monitoring of the program by the Commission; and (c) participate in focused reviews of one or more aspect(s) of the program when designated by the Commission, including the timely submission of all accreditation documents.

6. Requests for Data

*I confirm that Los Banos Unified School District shall identify a qualified individual responsible for reporting and responding to requests from the Commission for the electronic submission of data, including, but not limited to, program enrollments, program completers, transferring candidate transportability processes, Early Completion Option criteria and number of Early Completion Option program completers, and candidate and state and federal reporting data within the specified time limits. I understand that as an approved General Education (MS/SS) and Clear Education Specialist Induction Program; we will participate in the accreditation activities as required by the Commission policy. I also confirm that the institutional contact information must be updated annually. The identified individual is Barbara Severns, Induction Coordinator; the **Induction Coordinator Job Description** identifies each of these components.*

7. Veracity in all Claims and Documentation Submitted

I positively affirm the veracity all statements and documentation submitted to the Commission.

8. Grievance Process

*Clear credential teacher candidates receive all program requirements and procedural information at the initial meeting at the beginning of the school year. The **Appeal Process** is included in their handbook and is explained at that meeting.*

9. Faculty and Instructional Personnel Participation

*All mentors in the Los Banos Unified School District are certificated teachers and support personnel; all actively participate in the school setting. The **mentor job description** provides verification.*

10. Communication and Information

*I verify that easily accessible and accurate information is provided to the public, prospective employees, and current candidates. The Los Banos Unified School District website, (<http://www.losbanosusd.org/District/Department/833-BTSA>) provides a basic overview of the program and contact information for prospective employees. As teachers enroll in the induction program, they are provided with a **handbook**, which outlines program requirements, timelines, and procedural information.*

11. Student Records Management, Access, and Security

*(a) Three times each year, candidates are provided the **Evidence of Application** to verify progress towards program completion. A final document is provided each candidate upon program completion; this is also maintained electronically.*

(b-c) I verify that clear credential teacher candidates' records are maintained and are retained on the secure district network. This network is password protected.

12. Disclosure

*I confirm that professional learning is provided by induction leadership. If additional professional learning is required, providers of professional learning are school district or county office employees. Professional learning complies with the **California Quality Professional Learning Standards**. No other direct educational services are provided by outside organizations.*

Preconditions for Teacher Education Induction Programs

1. Each Induction program must be designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.

*I verify that the design of the Los Banos Unified School District induction program ensures that teachers are enrolled in the program in the first full year of teaching with a preliminary credential. Teachers who begin employment with an intern credential or a permit are monitored by the induction coordinator and are enrolled in the program upon receipt of the preliminary credential. Teachers who earn the preliminary credential or are hired after October are supported with a mentor until enrollment in the program at the beginning of the following school year. The **Timeline of Activities** provides verification that this is a two year program. The **Induction Mentor Time Log** confirms the mentoring support. The **Individualized Induction Plan** and the **Site Administrator Input** verify the job-embedded design of the program.*

2. The Induction program must identify and assign a mentor to each clear-credential teacher candidate within the first 30 days of the participant's enrollment in the program, matching the mentor and teacher candidate according to credentials held, grade level and/or subject area, as appropriate to the participant's employment.

*The **Flowchart of Teacher/Mentor Pairings** provides verification of the process used to match clear credential teacher candidates with mentors. The **Mentor Assignment Letter to HR** provides verification of the site, assignment, and credential for mentor pairing. The **Database of Components Completed** identifies the teacher candidates' dates of enrollment and assignments.*

3. Each Induction program must assure that each clear-credential teacher candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.

The Induction Mentor Time Log and the Master Time Log provide assurance that teachers receive not less than one hour per week of mentoring support and whether the support is direct or indirect. The Corrective Feedback Form provides a format for addressing concerns should a mentor not provide sufficient support.

4. Goals for each clear-credential teacher candidate must be developed within the context of the Individualized Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program.

The Timeline of Activities and the Professional Development Schedule provides verification that the ILP is developed within the first 60 days of the teachers' enrollment in the program. The ILP Development Agenda provides clarification of the initial process used.

5. The Individualized Learning Plan must be designed and implemented solely for the professional growth and development of the clear-credential teacher candidate and not for evaluation for employment purposes.

I verify that the Individualized Learning Plan is solely designed and implemented for personal growth and development of the teacher candidate, with a focus on teacher candidate growth outcomes. Site goals and initiatives are provided by the site administrator, as evidenced on the Site Administrator Input Document.

6. An Induction program sponsor must make available and must advise participants of an Early Completion Option for "experienced and exceptional" candidates who meet the program's established criteria.

I verify that the Early Completion Option (SB 57, 2001)) is explained to each candidate during the Intake Meeting. The criteria are described on the ECO Form.

Dean Bubar
Acting Superintendent
Los Banos Unified School District
Sponsor for the LB Induction Programs

Margaret Benton
Clerk
Los Banos Unified School District
Governing Board

Board Reference Material

SUBJECT TITLE: **Mandated Board Policy and Administrative Regulation Update
BP & AR 5141.52 (First Reading)**

REQUESTED ACTION: Declare Intent to Adopt

 Action X

 Discussion/Information _____

RECOMMENDATION:

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

1. BP/AR 5141.52, Suicide Prevention

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

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

SPECIFIC FINANCIAL IMPACT:

None

ORIGINATOR: Min Yuan, Director of Special Services

DATE: January 12, 2017

Board Policy

Los Banos Unified School District

Students

BP 5141.52(a)

Suicide Prevention

The Governing Board recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop preventative strategies and intervention procedures.

The Superintendent or designee may involve school health professionals, school counselors, administrators, other staff, parents/guardians, students, local health agencies and professionals, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention.

(cf. 1020 - Youth Services)

(cf. 1220 – Citizens Advisory Committee)

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

Prevention and Instruction

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students.

(cf. 5131 – Conduct)

(cf. 5137 – Positive School Climate)

(cf. 5145.3 – Nondiscrimination/Harassment)

(cf. 5145.7 – Sexual Harassment)

(cf. 5145.9 – Hate-Motivated Behavior)

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and self-esteem. Suicide prevention instruction shall be incorporated into the health education curriculum in the secondary grades. Such instruction shall be aligned with state content standards and shall be designed to help students analyze signs of depression and self-destructive behaviors, including potential suicide, and to identify suicide prevention strategies.

(cf. 6142.8 – Comprehensive Health Education)

The Superintendent or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the district's suicide prevention curriculum, risk factors and warning signs of suicide, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis.

Staff Development

Suicide prevention training for staff shall be designed to help staff identify and respond to students at risk of suicide. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies and may include information on:

1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance use problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors.

(cf. 5131.6 – Alcohol and Other Drugs)

2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality or behavior
3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health
4. School and community resources and services

(cf. 5141.6 – School Health Services)

(cf. 6164.2 – Guidance/Counseling Services)

5. District procedures for intervening when a student attempts, threatens, or discloses the desire to commit suicide

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

Intervention

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the principal or school counselor. The principal or counselor shall then notify the student's parents/guardians as soon as possible and may refer the student to mental

health resources in the school or community.

(cf. 5141 – Health Care and Emergencies)

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Whenever schools establish a peer counseling system to provide support for students, counselors shall complete the suicide prevention curriculum, including identification of the warning signs of suicidal behavior and refer a suicidal student to appropriate adults.

(cf. 5138 – Conflict Resolution/Peer Mediation)

The Superintendent or designee shall establish crisis intervention procedures to ensure student safety and appropriate communications in the event that a suicide occurs or an attempt is made on campus or at a school-sponsored activity.

Legal Reference:

EDUCATION CODE

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Administrative Regulation

Los Banos Unified School District

Students

AR 5141.52 (a)

SUICIDE PREVENTION

Instruction

The district's suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
2. Identify alternatives to suicide and develop coping and resiliency skills
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, and/or suicide prevention services.

(cf. 1020 - Youth Services)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.6 - School Health Services)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Guidance/Counseling Services)

Staff Development

1. Annual in-service suicide prevention training will be conducted in order for the district staff to learn to recognize the warning signs of suicidal crisis, to understand how to help suicidal youths, and to identify community resources. All staff will learn to identify potentially suicidal students, to take preventative precautions, and report suicide threats to the appropriate authorities. Training will be offered under the direction of trained district counselor or psychologists.
2. Staff shall promptly report suicidal threats or statements to the principal or to a trained district counselors/psychologist, who shall promptly report threats or statements to the student's parents/guardians and take appropriate action until the parent or guardian arrives.

Intervention

Immediate Intervention for a Suicide Threat or Attempt

When a suicide attempt or threat is reported, the principal or designee shall:

- A. Ensure the student's physical safety by one of the following, as appropriate:
 - a) Securing immediate medical treatment if a suicide attempt has occurred.
 - b) Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
 - c) Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.

THE STUDENT MUST NOT BE LEFT ALONE

- B. Designate specific individuals to be promptly contacted, including the school counselor, psychologist, nurse, and/or the student's parent/guardian, and as necessary, local law enforcement or mental health agencies.
- C. Document the incident in writing as soon as possible.
- D. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
- E. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the school.
- F. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.
- G. Document the steps taken in the student's record.
- H. Develop an effective plan for reintegration of the student into the school environment following the crisis.

Intervention after a Death Suggested to be a Suicide

When a tragedy occurs and a student dies, the principal or designee shall:

AR 5141.52 (c)

1. Contact the Superintendent. District office staff will contact other schools and remind them to identify and provide counseling to any student who might have known or be connected in any way with the student who died.
2. Call an emergency staff meeting to relay known information and formulate appropriate procedures for supporting students, staff, and parents. The death should not be called a suicide. This is a legal determination that can only be made by the coroner's office. It should be referred to as a death or a tragic death.
3. Talk with students who were in class with the student by going to that classroom.
4. Contact other students who might know the student in direct, one-to-one conversations.
5. Provide counseling support to students. Contact additional psychologists/counselors to increase the available support. Have a place available for students to go to (Support Room) and walk around campus to be available for any student needing support. Counselors should follow the student's schedule and be available to assist the students and teachers in those classes. Students must be allowed to grieve, but there should be no large group gatherings such as an assembly. Students should not be allowed to congregate in groups without adult supervision. Identify any students who might be at risk and call them in to talk.
6. Contact the family to express condolences and to let them know what the school is doing. Ask when the family would like the student's personal items returned to them. The student's locker should be cleaned out and contents returned to the parents at an appropriate time.
7. Designate a spokesperson who will respond to questions and inquiries from the media.
8. School will be conducted as usual to the greatest extent possible. In no case should school be canceled
9. Prepare a note to send home, or a phone call via the school's call out system to parents indicating that a tragic death has occurred and that post intervention procedures and counseling has begun.
10. Schedule a parent meeting for any parent who is interested as soon as possible to help parents deal with the issue and to advise them how to help students.

Also see:

cf. 4131 – Staff Development cf. 5022 – Student and Family Privacy Rights

cf. 5125 – Student Records

cf. 5030 - Student Wellness cf. 5141 – Health Care and Emergencies

cf. 5137 – Positive School Climate

cf. 5143 – Nondiscrimination/Harassment

cf. 6142.8 - Comprehensive Health Education

cf. 6164.2 – Guidance/Counseling Services

Regulation: Los Banos Unified School District

Approved date: _____

Board Reference Material

SUBJECT TITLE: New Course: "Preparation of Integrated Math (First Reading)

REQUESTED ACTION: Declare Intent to Adopt

Action X

Discussion/Information

RECOMMENDATION

It is recommended the Board declare intent to adopt the following new course:

Preparation of Integrated Math

BACKGROUND INFORMATION:

Preparation of Integrated Math is a preparatory sophomore year course that will provide personalized instruction in order to prepare students for Integrated Math. The course will utilize an adaptive and personalized learning system called ALEKS by McGraw Hill.

The District Curriculum Council reviewed and approved the courses in December 2016.

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:

There is no identified opposition.

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

Instructional Materials: Assessment and Learning in Knowledge Spaces is a web-based, artificially intelligent assessment and learning system already in place in the district. We will need additional supplemental instructional materials at \$31.50 per student for 100 students; \$3,150.00

ORIGINATOR: Paul J. Enos, Assistant Superintendent, Secondary Education

DATE: January 12, 2017

FORM A-1

ORIGINAL

LOS BANOS UNIFIED SCHOOL DISTRICT Course Outline Approval Form

Course Title:	Preparation of Integrated Math		
Grade Level:	10	Course Number:	
Principal or Designee Approval Date:			
Type of Credit / What Department:	Math		
Credential Required / Available:			

Originating School:	Los Banos High School
Originating Department:	Math
Originating Teacher:	Veronica Seaborn

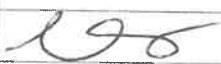

This action involves a:

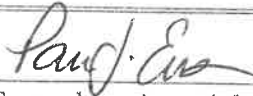
- New course
 Course content revision
 Course deletion
 Textbook Approval
 Title change

Rationale for action:

To offer a preparatory sophomore year course that will provide personalized instruction in order to prepare students for Integrated Math.

Signatures: In order to eliminate course duplication and to ensure full district communication, applicable signatures are required before course is submitted to Curriculum Council.

Signature/Date	Los Banos HS	Los Banos Junior HS	Pacheco HS	San Luis HS
Principal				
Dept. Chair				

Curriculum Council Approval:  Date Dec. 2016
 Secondary Area Administrator

Board Approval: _____ Date _____

LOS BANOS UNIFIED SCHOOL DISTRICT
Course Eligibility Criteria

1. Course Identification

Course Title: Preparation of Integrated Math		Grade Level: 10	
Course length/Credits: <input type="checkbox"/> 1 semester (5 credits) <input checked="" type="checkbox"/> 1 year (10 credits) <input type="checkbox"/> 2 years (20 credits) <input type="checkbox"/> Other:		Seeking "Honors" Distinction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Multiple Credit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Weighted GPA (Advanced Placement or International Baccalaureate course)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Max. Credits: 10		Submitting for UC A-G? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Subject area requirement: _____ Specify Letter and Subject Area	
Department Area <input type="checkbox"/> Agriculture <input type="checkbox"/> Business <input type="checkbox"/> English <input type="checkbox"/> Family & Consumer Science <input type="checkbox"/> Foreign Language <input type="checkbox"/> History-Social Science <input type="checkbox"/> Industrial Technology <input checked="" type="checkbox"/> Mathematics <input type="checkbox"/> Non Departmental <input type="checkbox"/> Physical Education <input type="checkbox"/> Science <input type="checkbox"/> Visual & Performing Arts <input type="checkbox"/> Other:		Graduation Requirement <input type="checkbox"/> Elective <input type="checkbox"/> English <input type="checkbox"/> Foreign Language <input type="checkbox"/> Health <input type="checkbox"/> History-Social Studies <input checked="" type="checkbox"/> Mathematics <input type="checkbox"/> Physical Education <input type="checkbox"/> Science <input type="checkbox"/> Visual & Performing Arts <input type="checkbox"/> Other:	
Prerequisites:		Students are selected based on multiple measures including but not limited to teacher/counselor recommendation, D in Foundations of Integrated Math.	
Co-requisites:			
<i>for office use only</i>			
SIS Course #		Board of Education Approval Date	
Transcript Title/Abbreviation			

FORM B

LOS BANOS UNIFIED SCHOOL DISTRICT Course Syllabus / Outline Criteria

1. Course Identification

Complete each section of the identification form **or** provide a comprehensive course outline that addresses each of the following areas.

2. Course Description

Preparation for Integrated Math is a sophomore course that will be offered to students who have passed Foundations of Integrated Math with a D. The course will utilize an adaptive and personalized learning system called ALEKS by McGraw Hill.

This course will utilize an online course titled "High School Preparation for Algebra 1" from ALEKS. Students will be given a diagnostic test at the start of the course to be placed appropriately in the curriculum and then progress through the course outline. Teachers will be able monitor the students' progress and provide one-on-one or small group instruction when necessary.

Assessment and LEarning in Knowledge Spaces is a Web-based, artificially intelligent assessment and learning system. ALEKS uses adaptive questioning to quickly and accurately determine exactly what a student knows and doesn't know in a course. ALEKS then instructs the student on the topics she is most ready to learn. As a student works through a course, ALEKS periodically reassesses the student to ensure that topics learned are also retained. ALEKS courses are very complete in their topic coverage and ALEKS avoids multiple-choice questions.

For more information please go to https://www.aleks.com/about_aleks/course_products

3. Course Goals and/or Major Student Outcomes

This is a broad, standards-based course offering comprehensive coverage of the middle school mathematics curriculum, specifically gearing students towards readiness for Integrated Math 1. This course is intended to develop mastery of topics needed specifically for Integrated Math 1, including algebra and geometry courses.

Our teachers have identified the essential modules for success in Integrated Math I. Student will concentrated on these essential module first before moving on to topics that are not prerequisites for success in Algebra. This course will also start introducing Performance Task based thinking. Through the use of: <http://www.insidemathematics.org/performance-assessment-tasks>

This is an adaptive course that will be based on each student's personal needs.

4. Course Objectives/Content Standards (STANDARDS MAP IF AVAILABLE)

Objectives	Standards
Whole Numbers (57 topics) Fractions (31 topics)	

Objectives	Standards
Decimals (40 topics) Signed Numbers (45 topics) Equations and Inequalities (69 topics) Graphing (18 topics) Exponents and Polynomials (20 topics) Geometry (14 topics) Other Topics Available (115 additional topics)	

5. Course Outline

Whole Numbers (57 topics)
 Addition and Subtraction (14 topics)
 Multiplication and Division (27 topics)
 Ordering and Rounding (5 topics)
 Exponents and Order of Operations (7 topics)
 Factors and Multiples (4 topics)
 Fractions (31 topics)
 Equivalent Fractions (5 topics)
 Plotting and Ordering Fractions (5 topics)
 Multiplication and Division (12 topics)
 Addition and Subtraction (7 topics)
 Mixed Numbers (2 topics)
 Decimals (40 topics)
 Place Value, Ordering, and Rounding (4 topics)
 Converting Decimals to Fractions (2 topics)
 Addition and Subtraction (8 topics)
 Multiplication (7 topics)
 Division (5 topics)
 Converting Fractions to Decimals (5 topics)
 Converting Between Fractions, Decimals, and Percents (9 topics)
 Signed Numbers (45 topics)
 Plotting and Comparing Integers (8 topics)
 Operations with Integers (15 topics)
 Operations with Signed Fractions and Decimals (5 topics)
 Evaluating Expressions (7 topics)
 Properties of Real Numbers (10 topics)
 Equations and Inequalities (69 topics)
 One-Step Equations (14 topics)
 Multi-Step Equations (12 topics)
 Applications (10 topics)
 Proportions (4 topics)
 Applications with Percents (13 topics)
 Writing and Graphing Inequalities (5 topics)
 One-Step Inequalities (6 topics)
 Multi-Step Inequalities (5 topics)
 Graphing (18 topics)
 Ordered Pairs (4 topics)
 Tables and Equations of Lines (7 topics)

- Graphs of Lines (7 topics)
- Exponents and Polynomials (20 topics)
- Product, Power, and Quotient Rules (14 topics)
- Polynomials (6 topics)
- Geometry (14 topics)
- Perimeter and Area of Polygons (8 topics)
- Circles (4 topics)
- Volumes and Surface Areas (2 topics)
- Other Topics Available (115 additional topics)
- Whole Numbers (10 topics)
- Fractions (13 topics)
- Decimals (15 topics)
- Signed Numbers (14 topics)
- Equations and Inequalities (4 topics)
- Graphing (10 topics)
- Exponents and Polynomials (15 topics)
- Geometry (34 topics)

6. Texts & Supplemental Instructional Materials

Supplemental Instruction: Free Performance Tasks can be found at:
<http://www.insidemathematics.org/performance-assessment-tasks>
 These should be integrated into the curriculum by the teacher.

Title/Publisher	Copyright Date	ISBN:	Funding Source	Cost Per Item	QTY	Total Cost
ALEKS K-12 Stand-alone Student Subscriptions		978-0-02-144735-0		\$31.50	100	\$3150

7. Key Assignments

- Whole Numbers and Integers
- Fractions
- Equations and Inequalities
- Graphing, Functions, and Sequences
- Angles, Lines, and Polygons
- Transformations

8. Instructional Methods and/or Strategies

- Adaptive Computer Driven Instruction
- Multimedia Integration
- Small-Group Instruction

9. Assessment Methods and/or Tools

- Adaptive Computer-Based Testing
- Performance Tasks to show deeper knowledge of the material

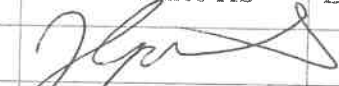



10. Honors Designation (Honors Courses Only)

FORM C

LOS BANOS UNIFIED SCHOOL DISTRICT
Course Revision Approval Form

Course Title	Preparation of Integrated Math				
Action:	Content Revision	Textbook Revision	Title Change	Course Deletion	

Signatures are needed to ensure full district communication; applicable signatures are required before course revision is submitted to Curriculum Council.

Signature/Date	Los Banos HS	Los Banos Junior HS	Pacheco HS	San Luis HS
Principal				
Dept. Chair				

District Curriculum Council and Board of Education Approval				
Date	District Curriculum Council Action			
	Approved:	Secondary Area Admin. /Designee Signature		
	Approved as amended:			
	Disapproved:			
Date	Board of Education Action			
	Approved as Amended:			
	Disapproved:			

Board Reference Material

SUBJECT TITLE: Agreement : SKW & Associates for Preliminary Design Services

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement with SKW & Associates for preliminary design of the PHS Barn Project and authorize the acting superintendent to sign the agreement. The agreement will include preliminary design and cost estimates for the barn construction.

BACKGROUND INFORMATION:

The Pacheco Ag Dept. would like to build a barn on campus to house livestock for the program. District staff has been searching for a firm with experience in this type of project and found SKW in Modesto, who has worked with high schools there to plan and install barns on school campuses.

We are proposing an agreement with SKW design and estimate the cost of this project. Once the project cost and requirements are identified we will bring the final project scope and cost back to the board for approval in the future.

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):

\$15,600 from CTE Grant Funds.

ORIGINATOR: Paul Enos, Assistant Superintendent, Secondary Education
Date: January 12, 2017

• donald t. kan
civil engineer
rce 36676
• henry wong
civil engineer
rce 31008



• david j. starck
architect
c 22903
• allan v. stevenson
civil engineer
rce 61758

December 20, 2016

Mr. Paul Enos, Assistant Superintendant
Los Banos Unified School District
1717 S. Eleventh Street
Los Banos, California 93635

**RE: New Ag Farm Master Planning & Design:
Pacheco High School, Los Banos, California**

Dear Mr. Enos,

Thank you for the opportunity to provide you with this proposal for preliminary architectural design services for the new Ag Farm at Pacheco High School in Los Banos.

Our services for this project shall include the following:

1. Prepare preliminary site plan layout (design), floor plan & exterior elevations.
2. Participate in staff design meetings.
3. Modify site plan and building sizing based on input from design meetings.
4. Assist with building and animal housing research and incorporate into master planning.
5. Develop design development drawings for the site, buildings and animal housing elements.
6. Prepare preliminary utility master plan.
7. Provide preliminary construction cost estimating.
8. District to provide copies of existing site as built plans for SKW use.
9. **Proposal shall not include**; surveying, mapping, grading & drainage design, construction documents, MEP design or construction documents.

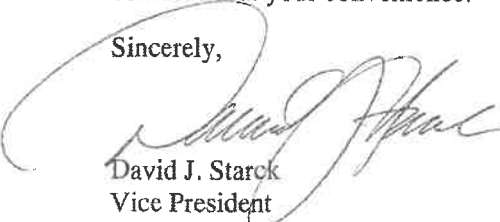
Our fee for this work shall be Time & Material and billed against the attached rate sheet.

Preliminary Design: 80 hours @ \$75/hour = \$ 6,000
40 hours @ \$150/hr. = \$ 3,000
Design Development: 40 hours @ \$75/hour = \$ 3,000
24 hours @ \$150/hr. = \$ 3,600
Total = \$15,600

All in-house printing will be billed according to the attached Reimbursable Fee Schedule, prints and reproductions that are out-sourced will be billed as reimbursable expenses at 1.20 times the actual cost. All invoices are net thirty days. Carrying charges for overdue accounts beyond thirty days will be charged at a rate of ¾% per month (9% per annum) or the amount due.

This agreement may be terminated by either party, not less than seven days with written notice. This proposal must be accepted within forty-five (45) days of the above date to be valid. If you have any questions regarding this proposal or any of the services listed above please feel free to contact me at your convenience.

Sincerely,


David J. Starck
Vice President

Accepted by: _____

Position: _____

Date: _____

SKW & Associates

2237 Scenic Drive
Modesto, California 95355
Phone: (209) 523.8323 Fax: (209) 529.7804

Architects Engineers Land Surveyors

FEE SCHEDULE FOR PROFESSIONAL SERVICES

EFFECTIVE: JANUARY 1, 2016

The following fees are presently in effect for professional services available from our firm.

LAND SURVEYING SERVICES:

Two-Man Survey Crew	\$175.00 Per Hour
Surveyor	125.00 Per Hour
Party Chief	85.00 Per Hour

PROFESSIONAL SERVICES:

Principal Architect	\$150.00 Per Hour
Principal Engineer	150.00 Per Hour
Associate Architect	95.00 Per Hour
Associate Engineer	95.00 Per Hour
Project Manager	85.00 Per Hour
Drafting	75.00 Per Hour
Clerical	55.00 Per Hour

REIMBURSABLE EXPENSES:

Printing & Shipping: Cost + 15%

Auto Mileage: \$ 0.55/mile

**LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
December 7, 2016**

LBUSD
Boardroom

Mr. Parreira called the special meeting to order at 5:30 p.m.	Call to Order
PRESENT: Mr. Areias, Mrs. Benton, Mr. Falasco (5:35), Ms. Goin-Soares, Mr. Martinez (5:35), Mr. Parreira, Ms. Smith	Roll Call
The audience was led in the Pledge of Allegiance by Ms. Kathy Davis.	Pledge
Mr. Parreira announced the Merced County Elections Office certified its election results today. The three newly elected board members were contacted, notified of the election results, and told they could come to the district office to be sworn in if they chose. Ms. Margaret Benton and Ms. Megan Goin-Soares were sworn in prior to the meeting, the district left a message but was unable to directly speak with Mr. Gary Munoz. Mr. Parreira said Mr. Munoz will be sworn in at the regular board meeting, December 8, 2016. He stated that until Mr. Munoz is sworn in, Mr. Falasco could remain a voting member. He then welcomed both Margaret and Megan to the Board.	
On motion of Member Smith, seconded by Member Martinez, Trustees were asked to approve the agenda. Ayes: Smith, Martinez; Noes: Areias, Benton, Goin-Soares, Falasco, Parreira; Absent: 0. Motion failed.	Approval of Agenda
The meeting was adjourned by Mr. Parreira at 5:37 p.m.	Adjournment

SECRETARY

**LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
December 8, 2016**

City Council
Chambers

A First Interim Budget Study Session was held prior to the beginning of the meeting.	First Interim Study Session
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. Parreira, Ms. Smith	Roll Call
A closed session was held for: Student Discipline: Cases #8116981288, #3039639647 and Claim Against the District (Section 910): Government Claim filed by Shelena Singer (action)	Closed Session
The regular meeting was opened by Mr. Parreira at 7:00 P.M.	Regular Meeting
Mr. Bubar administered the Oath of Office of Trustee to Mr. Gary Munoz.	Oath of Office
The audience was led in the Pledge of Allegiance by Ms. Megan Goin-Soares.	Pledge of Allegiance
On motion by Member Martinez, seconded by Member Munoz, Trustees approved the agenda as submitted with corrections to page 1 and page 8. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	Approval of Agenda
A motion was made by Member Areias nominating Member Parreira for the position of President of the Board. Member Benton seconded the motion. Carried in support of Member Parreira: Ayes Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Mr. Parreira was elected President of the Board for 2017.	Election of Officers: President
A motion was made by Member Benton nominating Member Areias for the position of Vice President of the Board for 2017. A motion was made by Member Munoz nominating Member Smith for the position of Vice President of the Board for 2017. The motion for Member Areias was seconded by Member Goin-Soares. The motion for Member Smith was seconded by Member Martinez. Carried in support for Member Areias: Ayes Areias, Benton, Goin-Soares, Martinez, Parreira; Noes: Munoz, Smith; Absent: 0.	Vice President
A motion was made by Member Goin-Soares nominating Member Benton for the position of Clerk of the Board for 2017. The motion was seconded by Member Munoz. Carried in support of Member Benton: Ayes Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0.	Clerk

A motion was made by Member Parreira, and seconded by Member Martinez to name Mr. Dean Bubar as Secretary to the Board. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried

Secretary to the Board

On a motion of Member Areias Seconded by Member Benton, Trustees approved the *Statement of Facts* for filing with the State of California as per Government Code Section 53051. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Statement of Facts

On a motion by Member Areias, seconded by Member Munoz, Trustees adopted Resolution #38-16 authorizing the signatures of Dean Bubar Acting Superintendent, Tammy Calzadillas Assistant Superintendent of Human Resources, Paula Mastrangelo Assistant Superintendent of Elementary Education, Paul Enos Assistant Superintendent of Secondary Education and Don Laursen the Director of Fiscal Services as signatories for orders drawn on District funds. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Signatures on Warrants

Ms. Carol Duffy and Mr. Tommy Jones were recognized for their years of service on the Board.

Recognition

None

Public Hearing

Mr. David Silva came forward and congratulated the newly elected board members. He said as a resident of Trustee Area 7, he was very upset by the recall of John Muller and did not agree with Mr. Martinez's campaign platform. He asked Mr. Martinez how Board Member Muller could be the only board member responsible for low test scores, and why was the CAC in favor of the Opinski agreement? He stated that Mr. Martinez has not earned the right to represent the district.

Public Forum

Mr. Andrew Meza, Green Valley Charter School Principal, came forward and informed the Board that the GVCS Petition for Renewal would be brought to the Board for approval in January. He encouraged all Board members to visit the school.

Mr. Bob Plass came forward and urged Mr. Falasco to request a recount of the election. He asked that a copy of the December 7, 2016 agenda be sent to the District Attorney office for review, noting that the Burgess contract looked suspicious and suggested possible fraud.

Mr. Villalta came forward and congratulated the newly elected Board members. He said he is looking forward to continuing the 2x3 meetings between the City and District. He said he received notice that the traffic study to be performed by Cal Trans on the Hwy 152 and 11th Street crossing is expected to take 4-6 months. He also reported the request for Page and Hillview street crosswalk had been taken care of.

Patricia Ramos Anderson came forward and congratulated the new Board members, stating that she hopes to see positive energy, new ideas, and looks forward to working with them. She wished everyone a Happy Holiday.

Ms. Monica Gallagher came forward and said she could not congratulate Mr. Martinez. She asked Mr. Martinez to justify the reason for the recall of John Mueller and accused him of false accusations while campaigning. She asked him to clarify why he tried to recruit non-tenured teachers to become CAC members when visiting school sites. She said she could not congratulate Mr. Munoz because she had concerns regarding the actions of his son during the election campaign. She suggested that the District have a code of conduct for someone running for office that is associated with a criminal. She warned the CAC that if they go door to door in an attempt to recall Dennis Areias, she will be right behind them telling the truth.

Mr. Parreira congratulated Los Banos High School Student Representative, Bailey Allen, on being chosen WAC Volleyball MVP. Ms. Allen reported on the many activities at Los Banos and Pacheco High Schools.

Student Report

Lisa Souza, CSEA Representative came forward and congratulated the new Board members. She asked that the Board come together with more unity and less name calling. She asked the Board to set an example, be respectful, put personal agendas aside, and collaborate as a team. She commended the hard work of the 587 classified employees in the District, stating that classified employees are Team Students and encouraged the Board to do the same. She wished everyone a Merry Christmas and Happy New Year.

CSEA Report

Mr. Jason Walsh, LBTA President, congratulated the new Board members. He said he is looking forward to working and collaborating with the new and returning Board members. He thanked Mr. Falasco and Mrs. Duffy for their years of service. He invited all Board Members to the CTA Annual School Board Dinner and the Los Banos Junior High School 1st Responders Day Event on December 15th at 10:15. He wished everyone a Merry Christmas.

LBTA Report

Mr. Bubar recommended Board members to the following Superintendent Subcommittees: Facilities: Mr. Areias, Mrs. Benton, Mr. Parreira; Finance: Mr. Parreira, Ms. Goin-Soares and Ms. Smith; 2x3: Mr. Areias, Ms. Goin-Soares, and Mr. Martinez; LBUSD Scholarship: Mr. Martinez and Mr. Munoz; Curriculum Council Representative: Mrs. Benton; City of Los Banos Recreation Commission: Mr. Munoz.

Superintendent's Report:
Committee Assignments

The capacity level for the 2017-18 school year was set as follows: Pacheco High School at a maximum of 1,575 students and Los Banos High School at a minimum of 1,425 students.

He reported on the recent CSBA conference he attended in San Francisco and wished everyone a Happy Holiday Season.

Mr. Hector Garcia, Director of Maintenance, came forward and gave an update on the MSE addition, PHS Turf and the PHS Culinary projects. Mr. Martinez said he wanted to address the remarks made in public forum.

Facilities Report

He said he was elected to the Board legally and was not a part of the CAC's support of the Opinski agreement. He said his goal was to visit school sites to meet administrators and discuss curriculum. He said he denies all the allegations he is being accused of and would like to meet with his accusers and Mr. Bubar to discuss this misunderstanding. He asked that everyone put their swords away and come together in unity. Ms. Goin-Soares thanked all the voters. She said she is ready to support students, staff and is looking forward to working together. She reported on the recent CSBA conference and wished everyone a Happy Holiday. Ms. Smith congratulated the new Board members, stating that she is looking forward to working with everyone and thanked Lisa Souza for her encouraging words. Mr. Areias said he recently judged the MSE Poetry contest and congratulated students for a job well done. He said the facilities committee met to discuss the need for new facilities to house students and ways to fund future projects. He voiced concern regarding state funding for current and future construction projects. He said the recent CSBA conference was very informative. He reported on a session he attended that discussed the concept of a TK-K only school. He encouraged the community to become involved in the Superintendent search process. He said that he hopes the new board can work together, move forward, and stop the fiasco. He wished everyone a Merry Christmas and Happy New Year. Mr. Munoz thanked the voters of District 4. He told the audience that for two years he sat in their seat and will give every effort to bring integrity and change to the Board. He said he agrees with Mr. Areias that the Board needs to work together and stop the fiasco. Mrs. Benton thanked everyone that supported her. She said she found the CSBA conference to be very informative and full of great ideas. She wished everyone a Merry Christmas and Happy New Year. Mr. Parreira said he has been asked many times what are his goals and his accomplishments for the District. He said he has no goals and no accomplishments because he is part of a team that has Board goals and accomplishments. He said there should be no individual goals and accomplishments; stating the Board is a group of seven, not seven individuals. He looks forward to working as a team, getting the Board back on track and doing what is best for students. He thanked the public for attending recent board meetings and getting involved, but hopes the negative media coverage will stop. He reported the CSBA conference was very informative, the superintendent search process has begun, encouraged everyone to read the online LBHS Paw Print newspaper, and reminded Trustees to attend the 1st Responder event at LBJHS.

On a motion by Member Areias, seconded by Member Martinez Trustees approved the First Interim Report and certified the District can meet its financial obligations for the current year and two subsequent years. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes 0; Absent 0. Motion carried.

First Interim
Budget

On a motion by Member Areias, seconded by Member Smith, Trustees adopted the schedule of 2017 Board meetings as submitted. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes 0; Absent 0. Motion carried.

Schedule of 2017
Board Meetings

On a motion by Member Areias, seconded by Member Martinez, Trustees

approved the 2016-17 Educator Effectiveness Plan. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes 0; Absent 0. Motion carried.	2016-17 Educator Effectiveness Plan
On a motion by Member Goin-Soares, seconded by Member Benton, Trustees approved the proposed boundary change for Mercey Springs Elementary School for 2017-18. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes 0; Absent 0. Motion carried.	MSE Boundary Change
On a motion by Member Areias, seconded by Member Martinez, Trustees approved District participation in the Merced County Legal Consortium. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes 0; Absent 0. Motion carried.	Merced County Legal Consortium Participation
On motion by Member Areias, seconded by Member Benton, Trustees approved the Consent Calendar as submitted. Ayes: Areias, Benton, Falasco, Goin-Soares, Martinez, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	CONSENT CALENDAR
Trustees approved the minutes of the following meeting as submitted: 1. Regular Meeting, November 10, 2016	Minutes
Appointment: Salinas, Rebecca – Summer School Principal, Pacheco High School; Retired: Johnson, Janet – Home Economics teacher, Los Banos Junior High – effective 6/30/2016; Appointment: Bonillas, Mike - Creekside Junior High, Boys 8 th Grade Basketball: Reyes Mendoza, Juan – Pacheco High School, Boys JV Soccer Coach; <u>New Hires</u> : Barron, Jeannie – SS, Behavior Support Aide (6.0 Hrs) Ferreira, Kevin – SS, Behavior Support Aide (6.0 Hrs); <u>Appointments</u> : Fertig, Dawn – LBE, Extended Day Kindergarten (2.0 Hrs)	Personnel Actions
The monthly Fiscal Report was submitted.	Fiscal Report
The Board approve the updated list of student organizations/clubs for Los Banos High School. This new list includes a new club, <i>The Game On! Club</i> .	Annual Student Organizational Review /Approval
Trustees approved the following agreements/contracts: 1. Agreement, CSU Stanislaus Counselor Ed. Field Experience 2. Agreement, School Services of California, School Finance Services 3. Agreement, School Facility Consultants, Facility Needs Analysis	Contracts and Agreements
Trustees approved Overnight/Out-of-State travel: 1. LBHS Senior Grad Nite, Disneyland, May 30-31, 2017 2. HME Principal, Kagan Coaching, Dallas, TX, January 12-15, 2017 3. HME Asst. Principal, Kagan Coaching, Dallas, TX, February 16-19, 2017	Overnight/Out-of-State Travel
Approved the warrants for payment.	Warrants
Discussion/Information/Future Agenda Items: None	Discussion, Future Agenda Items
On motion by Member Areias, seconded by Member Smith, Trustees:	

Expelled Student Discipline, Case #8116981288 and #3039639647: for the current and spring semesters of the 2016-17 school year. Denied the Claim Against the District (Section 910): Government Claim filed by Shelena Singer. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes 0; Absent 0. Motion carried.

Reporting Closed
Session Action

The meeting was adjourned at 8:21 by Mr. Parreira.

Adjournment

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

**REPORT OF CERTIFICATED
EMPLOYMENT
FOR BOARD APPROVAL – January 2017**

Tammie Calzadillas, Assistant Superintendent
Human Resources

APPOINTMENT:

RESIGNED:

Whitford, Kimberly – Inclusion Specialist, Pacheco High School – effective 12/21/16
Grimes, Joanna – Counselor, Creekside Junior High School – effective 01/03/2017

RETIRED:

Clarke, James – Art Teacher, Los Banos Junior High School – effective 6/30/2017
Milnes, Deborah – 6th Grade Teacher, Lorena Falasco Elementary – effective 06/30/2017

EXTRA DUTY

APPOINTMENTS:

Apodaca, Ralph – Assistant Boys Basketball Coach – Los Banos Junior High
Fuentes, Patrick – Varsity Baseball Coach – Los Banos High School
Sanchez, Lorinda – Junior Varsity Head Softball Coach – Los Banos High School
Zorra, Manuel – Assistant JV Softball Coach – Los Banos High School
Mendoza, Lerrisa – Assistant Varsity Softball Coach – Los Banos High School

RESIGNED:

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

**REPORT OF CLASSIFIED EMPLOYMENT
FOR BOARD APPROVAL – January 12, 2017**

Tammie Calzadillas, Assistant Superintendent

New Hires:

Martinez, Leticia – SS, Behavior Support Aide (6.0 Hrs)

Vega, Kimberly – TR, Bus Driver (6.0 Hrs)

Appointments:

Gargano, Melissa – Instructional Aide (1.0 Hr)

Hernandez de Cornejo, Laura – RME, Instructional Aide (3.25 Hrs)

Zwilling, Shannon – LBE, Instructional Aide (1.25 Hrs)

Promotional:

Aragon, Perla – PHS, Bilingual Instructional Aide (6.0 Hrs)

Sanchez, Graciela – LBHS, Bilingual Instructional Aide (6.0 Hrs)

Retired:

Resigned:

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: January 12, 2017

UNRESTRICTED/RESTRICTED COMBINED FUND: 01 GENERAL FUND/COUNTY SSF

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/EXPENSE	BUDGET BALANCE	BUDGET % USED
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REVENUE DETAIL

REVENUE LIMIT SOURCES :	98,020,196.00	89,690.00-	97,930,506.00	46,560,289.69	51,370,216.31	47.54
FEDERAL REVENUES :	5,318,775.00	1,379,241.00	6,698,016.00	2,392,582.87	4,305,433.13	35.72
OTHER STATE REVENUES :	11,361,639.00	1,657,189.00	13,018,828.00	4,758,281.44	8,260,546.56	36.54
OTHER LOCAL REVENUES :	674,599.00	222,875.00	897,474.00	869,174.95	28,299.05	96.84
* TOTAL YEAR TO DATE REVENUES	* * 115,375,209.00 *	3,169,615.00 *	118,544,824.00 *	54,580,328.95 *	63,964,495.05 *	46.04

EXPENDITURE DETAIL

CERTIFICATED SALARIES :	47,682,801.00	34,034.00-	47,647,967.00	23,040,314.68	24,607,652.32	48.35
CLASSIFIED SALARIES :	14,477,683.00	362,852.00	14,840,535.00	7,805,130.45	7,035,404.55	52.59
EMPLOYEE BENEFITS :	29,358,417.00	403,545.00	29,761,962.00	12,670,304.95	17,091,657.05	42.57
BOOKS AND SUPPLIES :	8,498,186.00	2,381,395.00	10,879,581.00	2,985,396.05	7,894,184.95	27.44
SERVICES, OTHER OPER. EXPENSE:	7,072,701.00	1,036,041.00	8,108,742.00	4,007,484.71	4,101,257.29	49.42
CAPITAL OUTLAY :	2,092,950.00	660,885.00	2,753,835.00	1,569,440.99	1,184,394.01	56.99
OTHER OUTGOING :	1,475,000.00	112,322.00-	1,362,678.00	889,658.84	473,019.16	65.28
DIRECT SUPPORT/INDIRECT COSTS:	.00	421,702.00-	421,702.00-	.00	421,702.00-	0.00
PRIOR YEAR EXPENDITURE :	1,062,381.00		1,062,381.00	1,031,558.93	30,822.07	97.09
* TOTAL YEAR TO DATE EXPENDITURES	* * 111,720,119.00 *	4,275,060.00 *	115,995,979.00 *	53,999,289.60 *	61,996,689.40 *	46.55

OTHER FINANCING SOURCES (USES)

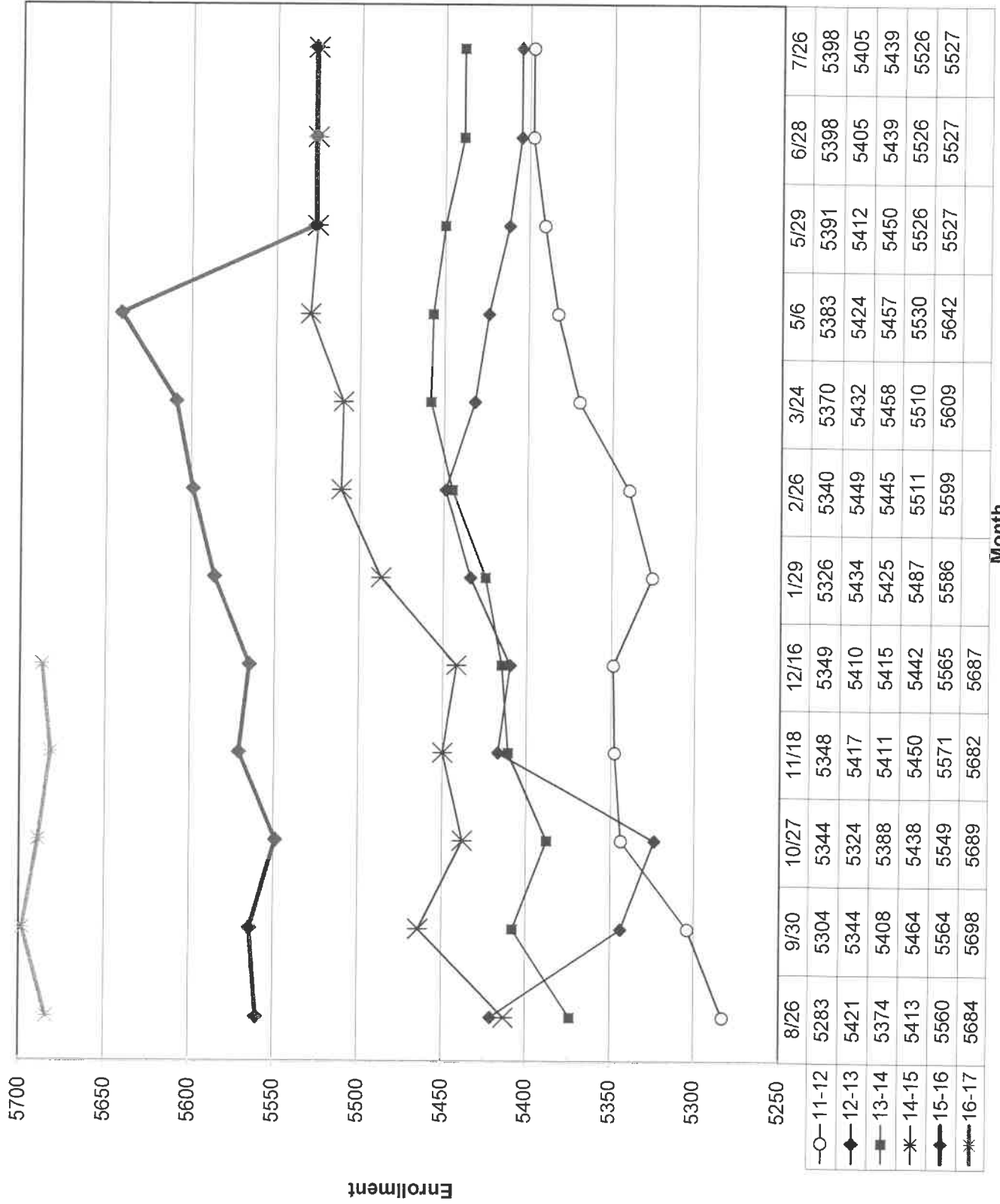
INTERFUND TRANSFERS - OUT :	3,500,000.00-	16,899.00-	3,516,899.00-	3,516,898.92-	.08-	99.99
CONTRIB. - RESTRICTED PROGRAMS:	.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING	* 3,500,000.00-*	16,899.00-*	3,516,899.00-*	3,516,898.92-*	.08-*	99.99

UNRESTRICTED/RESTRICTED COMBINED FUND: 01 GENERAL FUND/COUNTY SSF

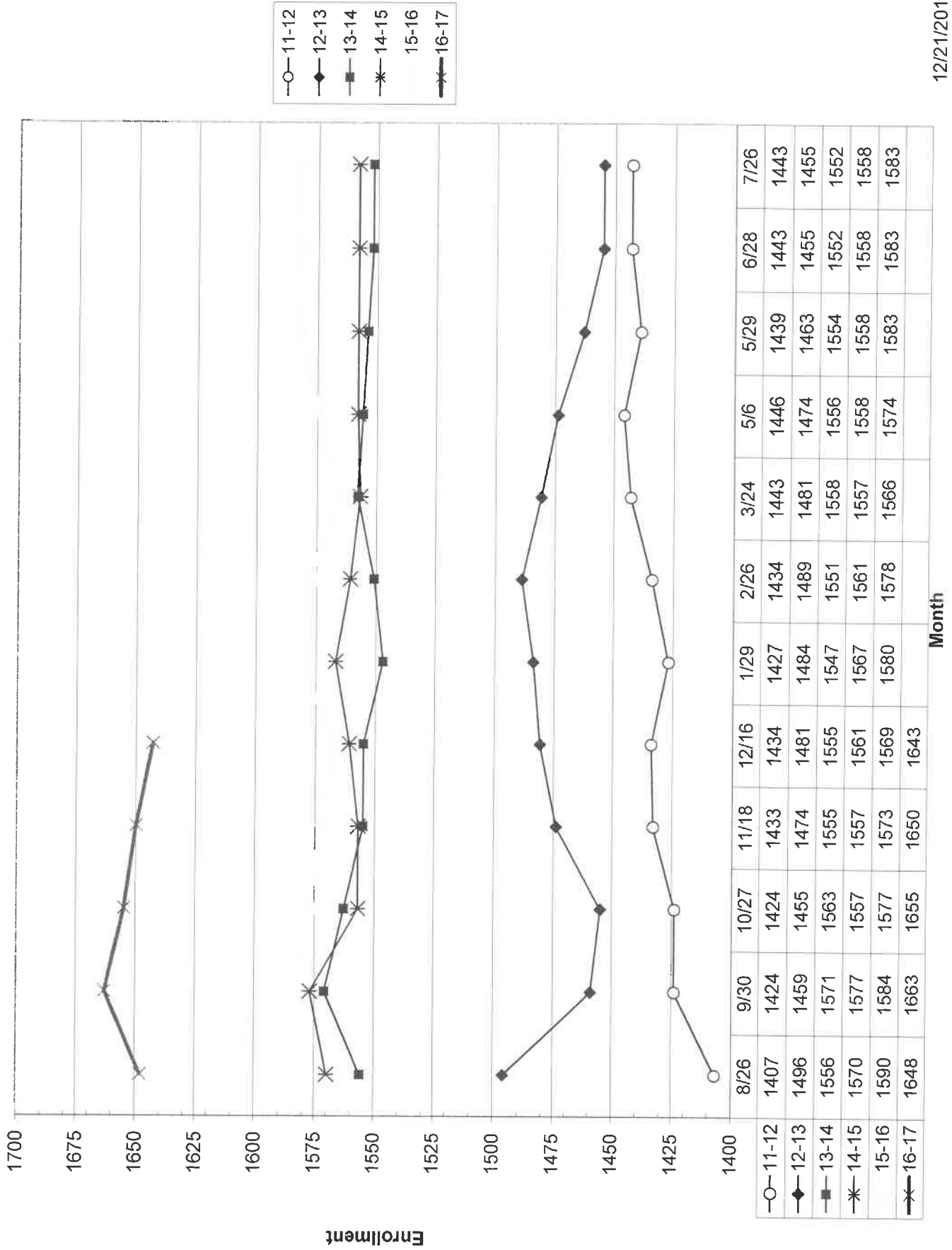
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	12,047,838.33	3,224,863.92-	8,822,974.41
9130	REVOLVING CASH ACCOUNT	24,850.00	50.00	24,900.00
9135	CASH W/ FISCAL AGENT	5.06-	5.06	.00
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	3,287,454.67	2,047,364.25-	1,240,090.42
9310	DUE FROM OTHER FUNDS	298,187.81	298,187.81-	.00
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,711,416.34-	1,978,459.93	732,956.41-
9522	STRS REF EXCESS CONTRIBUTION	160.31-	6.34	153.97-
9550	USE TAX LIABILITY	11,138.50-	2,451.40	8,687.10-
9553	REPAY	1,169.58	3,331.05-	2,161.47-
9554	INSURANCE	9,583.84	121,822.23	131,406.07
9556	MISC DISTRICT VOL-DEDS (1)		4,635.62-	4,635.62-
9557	Refunds of PERS, STRS, SS, MED		5.71	5.71
9564	RETIREE LIABILITY	99,663.30-	14,732.82-	114,396.12-
9567	INSURANCE MISCELLANEOUS	.18-	.20	.02
9569	STALE DATED PAYROLL WARRANTS		1,341.49-	1,341.49-
9610	DUE TO OTHER FUNDS	22,614.73-	22,614.73	.00
9650	UNEARNED (DEFERRED) REVENUE	533,181.79-	533,181.79	.00
* NET YEAR TO DATE FUND BALANCE	**	12,293,154.02 *	2,935,859.57-*	9,357,294.45 *
* EXCESS REVENUES/(EXPENDITURES)	**	12,293,154.02 *	2,935,859.57-*	9,357,294.45 *

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	115,375,209.00	3,169,615.00	118,544,824.00	54,580,328.95	63,964,495.05	46.04
B.	EXPENDITURES	111,720,119.00	4,275,860.00	115,995,979.00	53,999,289.60	61,996,689.40	46.55
C.	EXCESS REVENUES (EXPENDITURES)	3,655,090.00	1,106,245.00-	2,548,845.00	581,039.35	1,967,805.65	22.79
D.	OTHER FINANCING SOURCES (USES)	3,500,000.00-	16,899.00-	3,516,899.00-	3,516,898.92-	.08-	99.99
E.	NET CHANGE IN FUND BALANCE	155,090.00	1,123,144.00-	968,054.00-	2,935,859.57-	1,967,805.57	303.27
F.	FUND BALANCE :						
	BEGINNING BALANCE (9791)	.00	.00	.00	.00	.00	NO BDGT
	AUDIT ADJUSTMENTS (9793)	.00	.00	.00	.00	.00	NO BDGT
	OTHER RESTATEMENTS (9795)	.00	.00	.00	.00	.00	NO BDGT
	ADJUSTED BEGINNING BALANCE	.00	.00	.00	.00	.00	NO BDGT
G.	ENDING BALANCE	155,090.00	1,123,144.00-	968,054.00-	2,935,859.57-	1,967,805.57	303.27

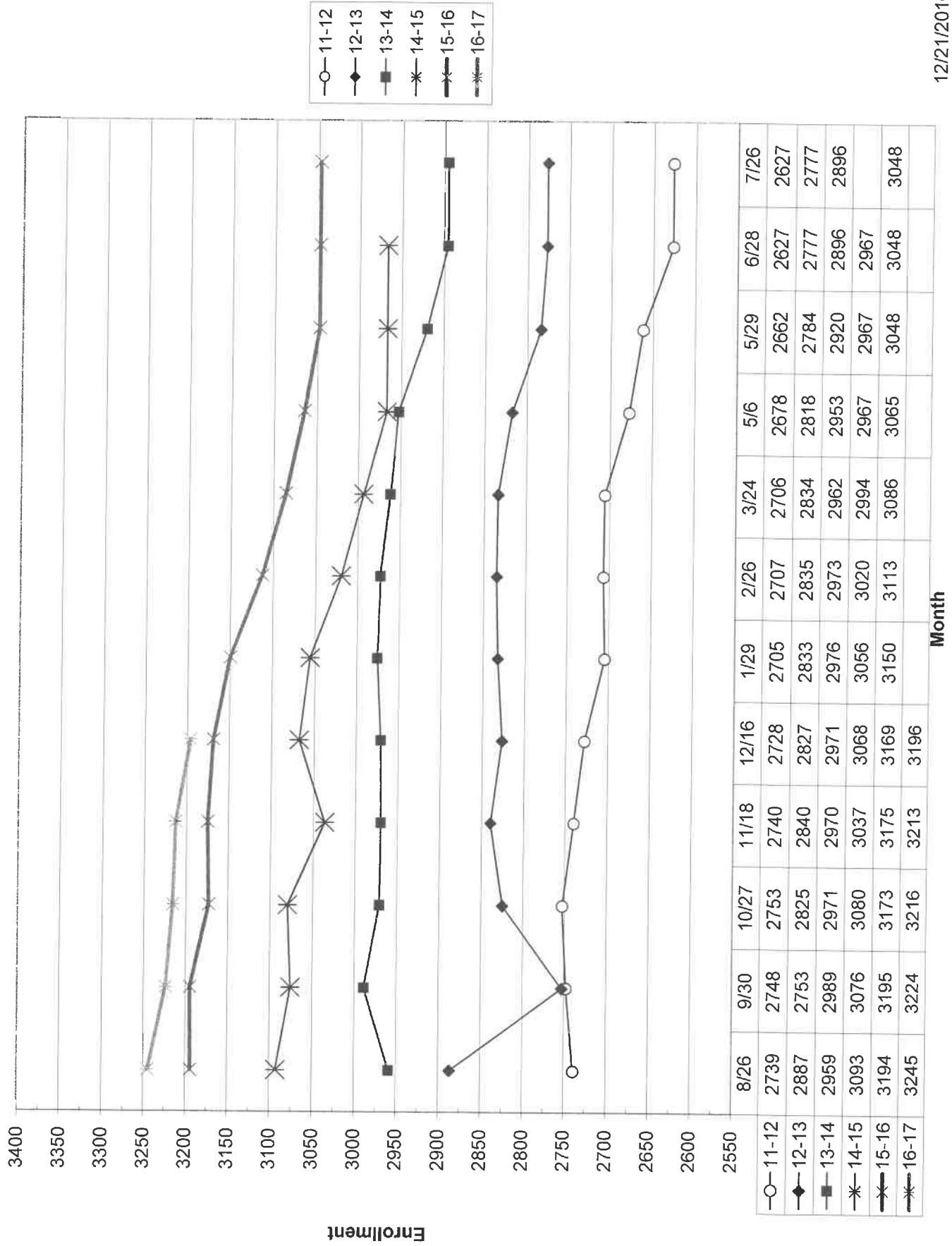
K-6 Enrollment (including SDC) by Month



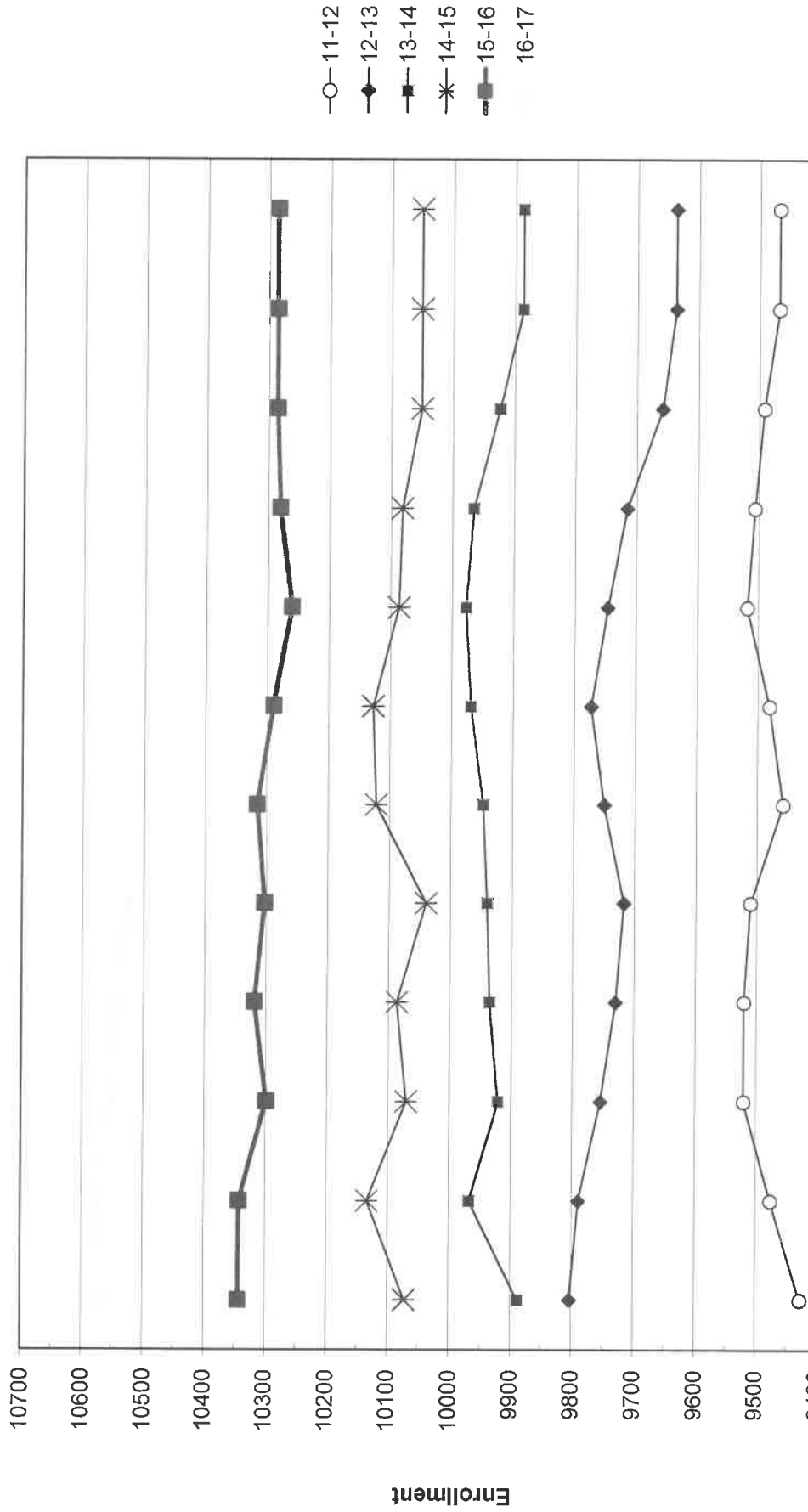
7-8 Enrollment (including SDC)



9-12 Enrollment (including SDC)



K-12 Enrollment (including SDC) by Month



	8/26	9/30	10/27	11/18	12/16	1/29	2/26	3/24	5/6	5/29	6/28	7/26
11-12	9427	9476	9521	9521	9511	9458	9481	9519	9507	9492	9468	9468
12-13	9804	9790	9755	9731	9718	9751	9773	9747	9716	9659	9637	9637
13-14	9889	9968	9922	9936	9941	9948	9969	9978	9966	9924	9887	9887
14-15	10,073	10,134	10,071	10,087	10,040	10,122	10,128	10,087	10,082	10,051	10,051	10,051
15-16	10,344	10,343	10,299	10,319	10,303	10,316	10,290	10,261	10,281	10,286	10,286	10,286
16-17	10,577	10,585	10,560	10,545	10,526							

Los Banos Unified School District
2016-2017 Developer Fees

	2014-15	Monthly %	Cumulative %	2015-16	Monthly %	Cumulative %	2016-17	Monthly %	Cumulative %
JUL	\$117,386.08	12.91%	12.91%	\$109,941.25	7.48%	7.48%	\$5,731.26	1.68%	1.68%
AUG	\$78,003.40	8.58%	21.48%	\$105,310.08	7.17%	14.65%	\$26,649.18	7.79%	9.47%
SEP	\$77,550.43	8.53%	30.01%	\$37,320.27	2.54%	17.19%	\$34,149.16	9.98%	19.45%
OCT	\$185,797.66	20.43%	50.43%	\$19,825.11	1.35%	18.54%	\$34,003.42	9.94%	29.39%
NOV	\$111,157.12	12.22%	62.65%	\$28,945.89	1.97%	20.51%	\$186,628.12	54.57%	83.96%
DEC	\$272,878.32	30.00%	92.65%	\$82,174.85	5.59%	26.11%	\$54,854.19	16.04%	100.00%
JAN	\$50,405.07	5.54%	98.19%		0.00%	26.11%		0.00%	100.00%
FEB	\$1,345.14	0.15%	98.34%	\$61,428.06	4.18%	30.29%		0.00%	100.00%
MAR		0.00%	98.34%	\$111,836.09	7.61%	37.90%		0.00%	100.00%
APR		0.00%	98.34%	\$304,266.24	20.71%	58.61%		0.00%	100.00%
MAY		0.00%	98.34%	\$436,037.69	29.68%	88.29%		0.00%	100.00%
JUN	\$15,090.57	1.66%	100.00%	\$171,996.03	11.71%	100.00%		0.00%	100.00%
TOTAL	\$909,613.79	100.00%		\$1,469,081.56	100.00%		\$342,015.33	100.00%	
	513,000.00			250,000.00			250,000.00		

Board Reference Material

SUBJECT TITLE: 2017-18 Budget Calendar

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the 2017-18 Budget Calendar.

BACKGROUND INFORMATION:

The basic steps to developing the District's budget begin with establishing a budget calendar. Attached is our proposed 2017-18 budget calendar.

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: January 12, 2017

Los Banos Unified School District

2017-18 Proposed Budget Calendar

Phase I	
January 10, 2017	Governor's January Budget issued
January 12, 2017	Board Approves Budget Calendar
February 9, 2017	Board Reviews Budget Guidelines and Assumptions
Phase II	
April 6, 2017	Enrollment Projections Update
May 2017	Governor's May Revise Budget issued
June 8, 2017	Public Hearing 2017-18 Local Control Accountability Plan
June 8, 2017	Public Hearing 2017-18 Budget
June 15, 2017	Board Adopts 2017-18 Local Control Accountability Plan
June 15, 2017	Public Adopts 2017-18 Budget
Phase III	
45 Days After State Budget	Board adopts Revised Budget based on adopted State Budget, as needed
September 14, 2017	Review 2016-17 Unaudited Actuals and 2017-18 Beginning Fund Balances
September 2017	Update Beginning Fund Balances
Phase IV	
December 14, 2017	1st Interim Report
March 2018	2nd Interim Report
Phase V	
September 2018	Review Unaudited Actuals and Ending Fund Balances
January 2019	Board Finance Committee reviews audit
January 2019	Board Receives audit

Board Reference Material

SUBJECT TITLE: Williams Quarterly Complaint Report Summary

REQUESTED ACTION: Approve

Action X Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the October – December 2016 complaint summary as submitted.

BACKGROUND INFORMATION:

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

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Compliance in Nature

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

None

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent Elementary Education

DATE: January 12, 2017

Quarterly Uniform Complaint Report Summary for Submission to Merced County Office of Education

Quarter Covered by this Report		January to March	April to June	July to September	October to December	2016			
Textbooks & Instructional Materials: <i>Enter zero in any cell that does not apply.</i>		Facilities:			Teacher Vacancy & Misassignment		Totals		
# of complaints received in quarter	# of complaints resolved	# of complaints received in quarter	# of complaints resolved	# of complaints received in quarter	# of complaints resolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	
0	0	0	0	0	0	0	0	0	
Submitted by:		Paula Mastrangelo							
Title:		Assistant Superintendent Elementary							
School District:		Los Banos Unified							
Telephone:		209-826-3801 ext. 7007							
PLEASE RETURN VIA E-MAIL NO LATER THAN January 25, 2017, TO: Heather Woody - Merced County Office of Education - hwoody@mcoe.org									

Board Reference Material

SUBJECT TITLE: Notice of Authorization of a Schoolwide Program

REQUESTED ACTION: Approve Notice of Authorization of a School wide Program for Mercey Springs Elementary

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended that the Board approve the Notice of Authorization of a School wide Program for Mercey Springs Elementary Elementary.

BACKGROUND INFORMATION:

A schoolwide program is a comprehensive reform strategy designed to upgrade the entire educational program in a Title I school; its primary goal is to ensure that all students, particularly those who are low-achieving, demonstrate proficient and advanced levels of achievement on State academic achievement standards.

In general, a Title I school may operate as a schoolwide program only if a minimum of 40 percent of the students in the school, or residing in the attendance area served by the school, are from low-income families. [*Section 1114(a)(1) of Title I of ESEA*].

Whereas Title I targeted assistance programs only provide educational services to identified individual students, schoolwide programs allow staff in schools with high concentrations of students from low-income families to redesign their entire educational program to serve all students. The emphasis in schoolwide program schools is on serving all students, improving all structures that support student learning, and combining all resources, as allowed, to achieve a common goal. Schoolwide programs maximize the impact of Title I. Adopting this strategy should result in an ongoing, comprehensive plan for school improvement that is owned by the entire school community and tailored to its unique needs.

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

SPECIFIC FINANCIAL IMPACT:

None – Already Budgeted in LEA-Plan

ORIGINATOR: Eric Sowersby, Principal Mercey Springs Elementary

DATE: January 12, 2017

Board Reference Material

SUBJECT TITLE: **Donations: Los Banos Unified School District Scholarship Fund**

REQUESTED ACTION: Accept Donations

 Action X

 Discussion/Information

RECOMMENDATION:

It is recommended the Board accept the donations to the Los Banos Scholarship fund for the period from January through December, 2016.

BACKGROUND INFORMATION:

It is standard procedure for the Board to accept donations so there is a clear record of the donation and the designated fund into which the donation will be deposited. Donations to the District Scholarship Fund will be placed on the agenda for Board acceptance once a year.

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):

These donations are primarily designated to the District Scholarship Fund.

ORIGINATOR: Dean Bubar, Acting Superintendent

Date: January 12, 2017

HONOREE	DONOR	DATE
Dorothy Keys	Dave & Tina Accardo	1/19/2016
Los Banos Unified	Employee Payroll Deduction	1/25/2016
Los Banos Unified	Employee Payroll Deduction	2/19/2016
Janet Loewen	Ken & Toni Ebner	2/22/2016
Frances Miranda	Kristin Erratchu	3/2/2016
Victor Marques	Butch & Mary Cotta	3/21/2016
Los Banos Unified	Employee Payroll Deduction	3/24/2016
Los Banos Unified	Employee Payroll Deduction	4/21/2016
Los Banos Unified	Employee Payroll Deduction	5/20/2016
Los Banos Unified	Employee Payroll Deduction	6/17/2019
Rita Toscano	Ron & Kathy Mills	6/14/2016
Ralph Wilson	Ken & Toni Ebner	6/27/2016
Los Banos Unified	Employee Payroll Deduction	7/25/2016
Los Banos Unified	Employee Payroll Deduction	8/22/2016
Carole Austin	John Mills and Family	9/1/2016
Paul Giannone	Ken & Toni Ebner	9/9/2016
Los Banos Unified	Employee Payroll Deduction	9/29/2016
Los Banos Unified	Employee Payroll Deduction	10/19/1951
Don Bellmer	CSEA	11/8/2016
Mary Silva	Ken & Toni Ebner	10/27/2016
Francisco Vaz	CSEA	11/17/2016
Los Banos Unified	Employee Payroll Deduction	11/23/2016
Janine Johnson	Ken & Toni Ebner	11/25/2016
Wilma Rowland	CSEA	11/29/2016
Los Banos Unified	Employee Payroll Deduction	12/20/2016

Board Reference Material

SUBJECT TITLE: Contract: Grace Bishop/Creative Alternatives

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the contract with Grace Bishop/Creative Alternatives.

BACKGROUND INFORMATION:

Grace Bishop/Creative Alternatives provides services for students who require a non-public school setting. Non public school settings provide students individualized attention necessary to address both emotional disturbances and learning handicaps. The curriculum parallels public schools to better prepare students for their return to a mainstream school setting.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Addresses Goal #1...Promote the educational success of all students...

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

Merced County Office of Education covers 80 % and Los Banos Unified School District covers 20% of the cost. The exact amount will differ for each individual student.

ORIGINATOR: Min Yuan, Director of Special Services

Date: January 12, 2017

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT
GRACE BISHOP
CREATIVE ALTERNATIVES

2016-2017

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPULIC SCHOOL AND AGENCY SERVICES

LEA LOS BANOS UNIFIED SCHOOL DISTRICT

Contract Year 2016-2017

X Nonpublic School
 Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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LOCAL EDUCATION AGENCY: Los Banos Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Grace Bishop/Creative Alternatives

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2014, between Los Banos Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Merced County SELPA and Grace Bishop/Creative Alternatives (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student

enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2014 to June 30, 2015 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2014. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is

located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with

the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student’s record. Such log needs to record

access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

Part 1

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, **including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as additional insured's premiums on all insurance policies and shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers’ Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers’ Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team

meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate

public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Performance Assessment ("CAPA"). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult

care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time, shall be at least 314 instructional minutes. (Alternate: weekly total number of minutes shall be at least 1570)

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of

the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team

consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide tests including the Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), the California High School Exit Examination (CAHSEE), and the California Standards Test ("CST"), and, where appropriate, the California Modified Assessment ("CMA") and/or California Alternative Performance Assessment ("CAPA") as mandated by LEA pursuant to LEA and state and federal guidelines.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; behavior support plans and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. NPAs will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a student. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted

to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not have a Behavior Support Plan (“BSP”) or Positive Behavior Intervention Plan (“PBIP”), CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the student of one or more of his or her senses, pursuant to California Code of Regulations 3052(1-9).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student’s IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).) If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from

the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS) for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPS shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student disenrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports

shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request.

The CONTRACTOR shall an LEA representative provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student one month prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine through twelve inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within five “5” business days when a LEA student is withdrawn without prior notice from school and/or services, including student’s change of residence to a residence outside of LEA service boundaries, and student’s discharge against professional advice from a Nonpublic Schools/Residential Treatment Center (“NPS/RTC”). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (“AYP”).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to students.

CONTRACTORS operating programs with associated with a NPS/RTC shall cooperate with a parent’s reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTORS providing services in the student’s home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil’s home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., tit. 5, section 3001 et seq., Cal. Code Regs., tit. 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress.

LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the Nonpublic School, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services

within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid nonexpired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.*, To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initial of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days

of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that ARE not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of

CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not

qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA

shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on Positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Grace Bishop/Creative Alternatives

Los Banos Unified School District

Nonpublic School/Agency

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Dean Bubar. Acting Superintendent
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Min Yuan, Director Special Services
Nonpublic School/Agency/Related Service Provider	Los Banos Unified School District LEA
Address	1777 S. 11 th Street
City State Zip	Los Banos CA 93635
Phone Fax	(209) 827-0120 (209)827-3552
Email	myuan@losbanosusd.k12.ca.us

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: RATES

CONTRACTOR Creative Alternatives **CONTRACTOR NUMBER** _____ **2016-2017**
(NONPUBLIC SCHOOL OR AGENCY) _____ **(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed _____

If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

NA
 NA

A. Basic Education Program/Special Education Instruction
 Basic Education Program/Dual Enrollment

Rate	Period
\$142.00	Per day

Per Diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip	\$2.00	Per mile
b. Transportation – One Way	\$0.56	Per mile
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	Billed at cost	
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate		
(5) a. SCIA** – Individual (must be authorized on IEP)	\$15.00	Per hour
b. SCIA – Group of 2		
c. SCIA – Group of 3		
d. Classroom Instructional Assistance – Per diem or per hour		
(6) Intensive Special Education Instruction***		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
a. Individual		
b. Consultation		
(9) a. Behavior Intervention – BII		
b. Behavior Intervention – BID		
Provided by: _____		
(10) Nursing Services		
(11) Residential Room and Board	\$8,569.00	Per month
(12) Residential Mental Health Services		

* Parent transportation reimbursement rates are to be determined by the LEA.

**SCIA – Special Circumstance Instructional Assistance

*** By Credentialed Special Education Teacher.

Board Reference Material

SUBJECT TITLE: Educational Specifications for the New Alternative Education Program School

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the Educational Specifications for the Alternative Education School as presented.

BACKGROUND INFORMATION:

Educational Specifications are developed to insure that the new school is designed to meet the needs of the educational programs that will be provided at the school. These specifications are a collaborative effort between the District and the Architect.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Board Goal # 10: Develop and maintain an effective communications system to inform the Board, staff and community about the District's academic progress, facility needs and annual budget.

ALTERNATIVES/IDENTIFIED OPPOSITION:

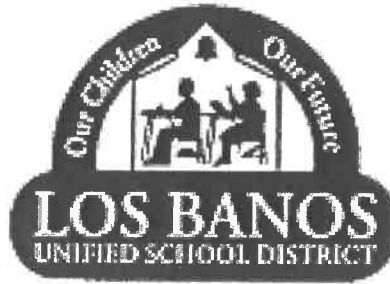
None

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

None

ORIGINATOR: Dean Bubar, Acting Superintendent

Date: January 12, 2017



LOS BANOS UNIFIED SCHOOL DISTRICT
EDUCATIONAL SPECIFICATION
FOR
NEW ALTERNATIVE EDUCATION PROGRAM SCHOOL

BOARD OF TRUSTEES

Anthony Parreira, President
Dennis Areias, Vice President
Marlene R. Smith, Member
Ray R. Martinez, Member
Margaret A. Benton, Member
Megan Goin-Soares, Member
Gary Munoz, Member

January 12, 2017

SUPERINTENDENT
gar Sanchez, Architect



Ed

Dean Bubar

MANGINI ASSOCIATES, INC.

TABLE OF CONTENTS

SPECIFIC REQUIREMENTS

Administration

Core Classrooms

Life Science Room

Standard Classrooms:

Social Science

Mathematics

Language Arts

English Language Development

Elective Classrooms

Art

Media Resource Room/ Computer Lab

Special Education

Special Day Classroom Non-Severe

Resource Specialist Room

Physical Education

Outdoor Facilities

Support Services

Custodial Services

Restrooms

Pull-Out Rooms

Electrical and Data Rooms

Multi-use Building

Cafeteria/Multi-Use

Serving Kitchen

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- Scope
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- Flexibility and Expandability
- Lighting
- Light Control
- Thermal Control
- Sanitation
- Acoustic
- Maintenance
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- Security
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INTRODUCTION

This Educational Specification (ED SPEC) identifies the need for the proposed new alternative education program school to be located in the northeast portion of Los Banos, California. The New Alt. Ed. school is intended to serve the District's enrollment of its current alternative education program for students in ninth through twelfth grades District wide, expand its services for this program, relocate and relieve over-crowding at the existing San Luis High School Site.

This ED SPEC is a collaborative effort between the School District and Architect. It represents the results of numerous meetings, site visitations and data gathering sessions. The intent is to develop a document that will accurately identify user needs, space requirements, functional relationships, and the philosophy behind the new alternative education school and its curriculum. The information found within the ED SPEC will be the Architect's blueprint for designing the new facilities.

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

ACKNOWLEDGMENTS

Los Banos Unified School District

Board of Trustees

President

Vice President

Member

Member

Member

Member

Member

Anthony Parreira

Dennis Areias

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Ray R. Martinez

Margaret A. Benton

Megan Goin-Soares

Gary Munoz

SUPERINTENDENT

Dean Bubar

LOS BANOS UNIFIED SCHOOL DISTRICT STAFF

Executive Secretary

Thais Duni

Asst. Supt.-Administrative Services (CBO)

Dean Bubar

Area Administrator-Secondary Secondary Education

Paul Enos

Director of Fiscal Services

Don Laursen

Area Admin.-Human Resources

Tammie Calzadillas, Ed. D.

Director of Special Services

Min Yuan

Director of Facilities/Maint./Op.

Tom Worthy

Information Systems

Garth Gomes

Food Services

Beth Johnson

Principal of San Luis H.S.

Chan Meas

SCHOOL STAFF

Teachers of San Luis High School

STUDENTS

Ninth Through Twelfth Grades of San Luis High School

ARCHITECTS

Edgar Sanchez

Michael Tellian, Retired

Christopher McLain

Gilbert Bareng

EXECUTIVE SUMMARY

COMMUNITY GROWTH

Existing elementary, junior high, and high school facilities have been impacted by growth over the past 20 years. Projections for the county and city indicate that there will be continued growth.

THE STUDENT

Los Banos Unified School District provides educational programs for a diverse student population. The 2000 Language Census shows that the district serves students with twenty-nine different home languages. Thirty-one (31%) percent of the district's students are classified as Limited English Proficient. The proposed alternative ed school will house 9th through 12th grade students in the alternative education program. Ethnic, educational, and social considerations should be a part of the design process. Programs that support all aspects of student involvement-academic, leadership, athletics, fine arts, life skills, and pre-vocational skills-will be included in this school. Large group instruction loading at 28 per classroom will continue to be the primary instructional delivery structure. Facilities will also need to be designated to support small group instruction and pull-out resource programs. Students will need access to technology both in classrooms and in the media resource center. Laboratory space will allow students to participate in hands-on instructional strategies.

PHILOSOPHY

The Governing Board and our community expect the schools to provide a strong instructional and enrichment program for the children in the community. The schools will provide each student with the opportunity to achieve to his or her highest potential in an educational program where instruction and assessment is aligned to state and district adopted content standards. Every student has the right to experience success and the staff must design instructional strategies to support the continuing achievement of all students. Recognizing that our students will participate in a multi-cultural and world wide economic environment, district classrooms will be designed to connect our students to the world through the use of technology.

EXECUTIVE SUMMARY

PHILOSOPHY (Cont'd.)

The school program must provide cultural enrichment, to broaden the student's horizons, and to prepare each to take his place in an increasingly complex society and expanding world of knowledge as a responsible and productive citizen.

EDUCATIONAL PROGRAM

The education program provided to our students will follow state and district adopted content standards and the frameworks provided by the California Department of Education. The premise behind alternative education program is that "one size doesn't fit all." Not all students will thrive or reach full potential in a traditional comprehensive school. Alternative education programs can offer a different structure, learning philosophy, or academic emphasis to accommodate different student needs, interests, and learning styles. The effective use of such instructional strategies as independent study, community-based education, focused or thematic education, and flexible scheduling increases attendance and improves performance while fostering student engagement. Learning will be interactive and supported by a range of available technology advances. Support will be extended to students who present both accelerated, remedial, language acquisition, and learning handicapped needs. Learning resources should be available both in the classroom and in a centralized location. Teachers and support staff need spaces available for confidential counseling with students, parents, or parents and student.

FUNDING

The Board of Trustees fully expects to use every available financial resource to fund the construction of new schools. At the center of this commitment is the use of the State Building Program on a 50/50 priority status. Local bonds, developer fees, general revenue, and state matching are all expected sources.

SCOPE

The scope of this project will be to design and build an Alternative Education school to house 270 students. There will be 2 Elective Classrooms along with Special Education and Physical Educational Indoor/Outdoor facilities. These teaching facilities will be supported by Administration/Student

EXECUTIVE SUMMARY

SCOPE (Cont'd.)

Services, Computer lab, Food services, Restrooms, Pullout Rooms and Janitorial services Facilities, along with onsite staff parking and student bus loading.

SITE

The proposed New Alternative Education Program School site is approximately 4.7 acres, located in the north end of unused acreage of the existing Los Banos Junior High School site.

The site is located within the Los Banos city limits. Annexation will not be required. Development of City standard utilities, and right-of-way improvements will be utilized. The site is bounded by East B Street on the north, Place Road on the east, Los Banos Junior High on the south, and residential dwellings to the west.

GENERAL REQUIREMENTS

BUDGET

The funding levels have been tentatively identified. Full disclosure will be established through the Office of Public School Construction when our application is accepted. For the purpose of preliminary budget, the Architect shall project probable budget costs in accordance with State Allocation Board guidelines as published by the Office of Public School Construction.

HEALTH AND SAFETY

The design of our proposed school shall address all state and local requirements concerning the health and safety of our students, staff, and community. The design shall be constructed to meet the requirements of the "Field Act", Title 24 Part 2 of the California Building Code and County of Merced Environmental Health Standards.

FURNITURE AND EQUIPMENT

The furniture and equipment that will be purchased for this project will be selected to support the educational philosophy and instructional strategies adopted by our Board of Trustees.

FLEXIBILITY & EXPANDABILITY

The current plan is to build the school as a full site to serve the alternative education program's ninth (9th) through twelfth (12th) grades. This will move the program to this site, and create additional classroom space at the existing site for other District needs. Classrooms shall be plumbed for water and waste. Additional conduits to each building for future wired systems and at least 1 - 2" conduit for future additional fiber optics cable.

Each classroom and administrative function shall have additional outlets for power, computer and technology.

Restrooms shall be placed in specific areas to permit after school functions without having to open additional restrooms.

GENERAL REQUIREMENTS

FLEXIBILITY & EXPANDABILITY (Cont'd.)

As instructional techniques change with the electronic age, so must teaching techniques, devices, and spaces. The increased use of computers is evident today. Communication not only at the school but between schools, to home, or even global telecommunications, is the rule and not the exception. Global networking both LAN (Local Area Network) and WAN (Wide Area Network) are in use within the District.

LIGHTING

Lighting needs for educational and administrative tasks vary significantly. Factors which effect the user include brightness ratios, brightness balance, reflectance, contrast, ceiling reflections, and even the age of the viewer. For example, a task which requires 63 foot candles in pencil handwriting, requires only 1.4 foot candles with black ink on white paper. Contrast, therefore, becomes a controlling factor. Should a district establish a policy of requiring black ink on white paper, it could significantly reduce lighting levels for that task. However, there are many tasks required in the learning and office environment with many variable illumination requirements. In the classrooms, light levels should be assigned for reading and pencil writing at the task surface. Yet there are areas that require increased light levels such as shops, sewing, drafting, nurse's examination room and others. With the many variables available, it is recommended that the spaces be designed to meet task needs at levels recommended by the Illuminating Engineering Society (IES) and efficiency of luminaries shall be measured in terms of Equivalent Sphere Illuminance (ESI). These lighting levels shall also meet the Title 24 Energy Regulations.

Walkway, courtyard, and parking lot lighting will be required to promote safe and easy access throughout the site. Provide flexible night lighting for carnivals and back to school events.

GENERAL REQUIREMENTS

LIGHT CONTROL

Lighting control governs not only the amount of glare but also the level of illumination. School lighting must be flexible to meet the needs and demands within the classroom environment. For many years, schools have been using films and overhead projection which require at or near blackout conditions. With the advent of television and computers in the classroom, glare on the viewing surface is even more critical. Provisions must be taken to minimize glare and direct outside light at task level.

See the specific room requirements for special lighting considerations.

In order to conserve energy and reduce utility costs, provide light control in all applicable areas with motion sensors. To prevent vandalism, use keyed switches in student restrooms, and projector screens and other similar locations and uses.

THERMAL CONTROL

It has been determined that the new school shall be designed to provide air conditioning to most spaces within the project.

Like lighting, there are many factors involved in the determination of the proper HVAC system for a project of this size. Considering the District's philosophy of extended use of the facilities, it is not beyond reason that these buildings could be used for community recreation, day care, and adult education after the normal school day. Therefore, it is extremely important to be able to obtain the most energy efficient spaces possible, while providing adequate air temperature and air quality.

Provision shall be made for flexibility of the system which would allow for economical use whether at 20% or 100% utilization. Provisions shall be made to minimize energy loss, consumption, and control thermal shifts, thus reducing the peaks and valleys.

GENERAL REQUIREMENTS

SANITATION

Although the existing state building codes mandate minimum requirements for sanitation facilities, the District has concerns in several areas which must be addressed:

1. Student female water closets should be increased to minimize the time delays due to lack of facilities.
2. Staff restroom facilities have not met the needs. Females using men's facilities is commonplace and is in response to lack of existing facilities. With more males on school sites, this conflict is compounded. Therefore, additional facilities shall be provided to offset the demand. Provide wall mounted urinals and water closets to minimize maintenance.
3. Drinking fountains are typically provided at a rate of 1 per 75 students. However, additional fountains may need to be provided while keeping in mind the following:
 - a. Maximum need related to P.E.
 - b. Provide variable heights to accommodate handicap access.
 - c. Exterior, steel fixtures require running water a long time before it is cool enough to drink; therefore, insulate or isolate to be protected from sun.
 - d. Vandalism is a serious problem. Provide fixtures and facilities reasonably vandal-resistant. Minimize exterior accessible niches which are substitutes for after school restrooms.

ACOUSTICS

The thoughtful design for the varied learning stations will address the acoustic needs supporting an active hands-on learning environment.

In the educational environment, there are two primary acoustic concerns: 1) keeping unwanted external sounds out of a space; and 2) absorbing undesirable internal sounds in order to permit sounds that are to be heard, to be heard well.

GENERAL REQUIREMENTS

ACOUSTICS (Cont'd.)

The most important of these two is the second. It is imperative that communication within the classroom be as distinguishable as possible. Hard surfaces tend to reflect sound creating a very "live" space. The drafting of desks and feet on a hard floor, closing of doors, and chattering of students tend to exaggerate the sound in hard surface classrooms, making clear and understandable communications difficult. The instructor must control the student but the designer must achieve a balance.

Exterior corridors, vehicular traffic, play fields, and food service areas tend to interrupt and reduce the quality of indoor communication and increase distraction. Efforts should be taken to minimize this type of interference.

In addition to outside noise interference, excessive noise from adjacent functions such as restrooms, band, shop, etc., are also very disturbing. These types of facilities should be acoustically isolated from quiet classroom functions.

MAINTENANCE

As operating costs for energy and manpower increase, District funds to support the operations and maintenance seem to decrease. It is very important that the permanent facilities constructed at the new school, as well as the operating systems, be as energy efficient and easy to maintain as possible.

Over a 20 year life cycle cost of a facility, the initial construction and furnishing cost will equate to approximately 2% of the facility's total operating cost.

Systems must be designed to: 1) minimize energy consumption; 2) reduce labor to maintain; and 3) provide maximum service life.

GENERAL REQUIREMENTS

MAINTENANCE (Cont'd.)

Construction must be designed to: 1) meet the needs of the users comfort; 2) reduce maintenance of materials and labor; and 3) be as vandal resistant as feasibly possible.

The quality of material surface, finish, durability, maintenance, and aesthetic appearance should be commensurate with the importance of the school. Those materials should represent the concerns of the District, not only in terms of durability and longevity, but also in a positive and responsive school environment.

COMMUNICATION

It is expected that teachers and support staff will have the ability to communicate between learning stations, from learning station to the outside community, and distance learning as technology permits.

With the advancing electronic age, it is important to plan for the future. Provisions must be made in all classrooms for wireless technology and spare conduits, raceways, and panels for future systems. The District is currently using intercom, motion picture projectors, televisions, computers, and overhead projectors. As technology becomes more affordable, we can anticipate in-room video camcorders, network and modems for computers, mass remote instruction via District production studios, global teleconferencing, and at-home instruction for mass media education, just to name a few. As much as affordable, the new school needs to be flexible to change.

SECURITY

The design of facilities will allow for a safe and secure learning environment. Public access will be limited to specific entrance areas, classrooms will be designed to prevent unwelcome entrance and play areas protected from street access.

GENERAL REQUIREMENTS

SECURITY (Cont'd.)

Vandalism, fire and theft are always a concern on school campuses. Attention must be paid to the design to mitigate these concerns. When the school opens, it will have televisions, computers and related equipment which will be prime targets for theft. It will be necessary to minimize points of ingress. Materials must be fire-resistive and security camera and systems need to be in place and activated to protect the facility. Fencing and gates shall secure the perimeter of the buildings.

CIRCULATION

The design of this facility will provide for safe student delivery and pick up as well as separated district bus transportation and bus drop-off located within the campus proper.

Access to the site will be obtained by numerous methods. The major concerns with circulation methods are safety. It will require separation of pedestrian and vehicular traffic. Pedestrians and bicyclists will access the site along adjacent streets.

Visitor and staff parking will access the site and will need to be located near the Administration and Multi-Purpose Building. Bus loading will be required to remain separated from the visitor/staff parking areas to maximize pedestrian safety.

Fire and emergency vehicle access will be required to permit maximum access to all buildings.

District service vehicles and city refuse collection vehicles will require access to the food service and maintenance service yards.

SPECIFIC REQUIREMENTS

The following pages contain information identifying minimum requirements for each of the spaces necessary for the new school. Included are the desired area, purpose and functions, anticipated activities, spatial relationships to other functions, special environmental requirements, and special considerations.

Again, the areas indicated are desired areas requested. The development and design of the project will confirm or reevaluate the area requested against the dollar allowance given and approved by the Office of Public School Construction.

ADMINISTRATION

Unit	No.	Net Area	TOTAL
Cap.	Units	Per Unit	AREA

ADMINISTRATION FACILITIES & OFFICES

2400

PURPOSE/FUNCTIONS

To serve as a meeting place for parents, teachers and student conferences & services. On site administrative offices and a central work and lounge area for staff.

Reception/ Security	2	1	379	379
Waiting/ Attendance	8	1	200	200
Central Data Room	1	1	126	126
Principal's office.	1	1	190	190
Nurse's office.	2	1	104	104
Nurse's Toilet.	1	1	76	76
Office.	1	1	136	136
Faculty lounge/work Room.	15	1	528	528
Vice Principal's office.	1	1	145	145
Staff Restrooms		2	94	188
Janitor Room.		1	28	28
Admin. Workroom		1	150	150
Circulation Hall Ways		1	150	150

2400

ACTIVITIES

Teacher meetings.
Student Conferences.
Student Health.
Student Services.

SPATIAL RELATIONSHIPS

Main entrance should be in front of campus.
Principal's offices should be located away from reception area, to cut back on noise and traffic, and to be able to view central campus activities.
Waiting area for parents and students.
Nurse's office should be adjacent to Administration area with a private restroom.
Copier, fax and printer etc. convenient to administrative staff.
Activities window apart of student services and adjacent to school secretary.
Staff lounge and workroom should have a separate entrance. from administration and convenient to support facilities, ie, restrooms, storage etc.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Sound proof walls and sound control in all offices for confidentiality.
Provide adequate natural light in all interior spaces.
Provide additional data/phone and communication lines and/or conduit for future applications.
WiFi technology integrated into facility.

MEDIA RESOURCES/ COMP. LAB

Unit	No.	Net Area	TOTAL
Cap.	Units	Per Unit	AREA

960

PURPOSE/FUNCTIONS

Central Data and Media Resource Area for students and faculty. The main functions of this room is to give computer access for both individuals and class. This is a temporary computer lab that will serve this function till the future media resource/ library gets built. This will become a typical core classroom once the future media resource center gets built. This space will have a full time teacher and will be offered as an elective.

ACTIVITIES

Individual and group
Research
Computer based research and testing

SPATIAL RELATIONSHIPS

Convenient to Restrooms.
Convenient to Administration.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Drinking fountain.
Windows for natural light.
WiFi Ipad tablet usability.

SPECIAL CONSIDERATIONS

Computer lab furniture with built-in raceways
Internet distribution of all media.

CORE CLASSROOMS

LIFE SCIENCE ROOM

Unit	No.	Net Area	TOTAL
Cap.	Units	Per Unit	AREA
32	1	960	960

PURPOSE/FUNCTIONS

Lecture
 Laboratory Activities
 Computer-based activities.
 Standards-based science instruction including lecture and lab activities.
 No harsh chemicals will be used in this classroom.

ACTIVITIES

Observations
 Demonstrations
 Dissecting
 Cooperative learning groups

SPATIAL RELATIONSHIPS

space for scanner and printer.
 Preparation storage area.
 Convenient to restrooms.
 Access to outside area.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Windows for natural light.
 Provide at least 2 clean-up sinks with hand sanitizers.
 Multiple electrical outlets to accommodate microscopes.
 Internet access with multiple internet outlets conveniently located.
 Hot water.
 Lowers and upper cabinets for storage.
 Counter space.
 Projector mounted on ceiling.

SPECIAL CONSIDERATIONS

Locking storage cabinets for glassware and other lab equipment.
 Projection screen.

CORE CLASSROOMS

	Unit	No.	Net Area	TOTAL
	Cap.	Units	Per Unit	AREA
STANDARD CLASSROOMS	32	6	960	5760

PURPOSE/FUNCTIONS

Social Science, Mathematics, Language Arts, English Language Development:
 Standards-based Social Sciences, Mathematics, Language Arts including reading, writing, and research skills.
 Group Interactions
 Audio, video, and computer presentations.

ACTIVITIES

Tables for grouping activities in lieu of desks.
 Computer research.
 Group projects.
 Projected activities.

SPATIAL RELATIONSHIPS

Counters (a part of classroom)
 Wall space for displays, maps, book cases, etc.
 Conveniently located near restrooms.
 Projection screen in central location (as part of classroom).

SPECIAL ENVIRONMENTAL REQUIREMENTS

White boards (dry erase).
 Cold water at sink with water fountain.
 Banked lighting.
 Windows for natural light.
 Display areas.
 Shelves for paper supplies and student storage.
 Enhance learning by use of appropriate finishes and colors.

SPECIAL CONSIDERATIONS

Projector.
 Computer jacks and internet access.
 Electric projection screens.
 Individually accessible to environmental control.
 Multiple electrical outlets at walls.
 Locked cabinets.
 Map space.

ELECTIVE CLASSROOMS

	Unit	No.	Net Area	TOTAL
	Cap.	Units	Per Unit	AREA
ART CLASSROOM	32	1	1500	1500

PURPOSE/FUNCTIONS

Provide a teaching environment to demonstrate and learn the art of painting, drawing, 3-D design, computer graphics and design.

ACTIVITIES

Painting, printing, drawing, 3-D design.

SPATIAL RELATIONSHIPS

Art room to be located adjacent to other electives classes.
Storage for art supplies.
Counter running along the wall with storage drawers underneath, as a part of the main room.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Windows for natural lighting.
Two Sinks.
VCT floors (no carpeting).
Aesthetically light room for drawing, and painting.
Storage cabinets with horizontal shelves.
Long counter top.
White boards (dry erase).

SPECIAL CONSIDERATIONS

Projector.
Computer jacks and internet access.
Electric projection screens.
Individually accessible to environmental control.
Multiple electrical outlets at walls.
Locked cabinets.

SPECIAL EDUCATION

	Unit Cap.	No. Units	Net Area Per Unit	TOTAL AREA
SPECIAL DAY CLASSROOM NON-SEVERE	15	1	960	960

PURPOSE/FUNCTIONS

Special Education classroom teaching in 4 subjects.

ACTIVITIES

Instruction of group up to 15 students.
Small group instruction 4-10 students.
Individual work.
Life skills instruction.
Outdoor education.
Testing.

SPATIAL RELATIONSHIPS

Adjacent to restrooms.
Adjacent to outdoor space.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Sink with hot water.
Sound proof walls.
Made to look like a typical classroom.

SPECIAL CONSIDERATIONS

Student desks need to be bigger with more storage - students are physically challenged and need more desk space.
Storage for outdoor tools and supplies.
Special Education rooms not be separated from center of school.
Drinking fountain in sink.

SPECIAL EDUCATION

	Unit	No.	Net Area	TOTAL
	Cap.	Units	Per Unit	AREA
RESEARCH SPECIALIST ROOM	10	1	480	480

PURPOSE/FUNCTIONS

Resource specialist program for one-on-one and small group learning.

ACTIVITIES

Reading.
Writing.
Computer skills.

SPATIAL RELATIONSHIPS

Adjacent to typical classrooms.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Sound proof walls.
Sink with drinking fountain.

SPECIAL CONSIDERATIONS

Projector.
Computer jacks and internet access.
Electric projection screens.
Individually accessible to environmental control.
Multiple electrical outlets at walls.

PHYSICAL EDUCATION

Unit	No.	Net Area	TOTAL
Cap.	Units	Per Unit	AREA

OUTDOOR PHYSICAL EDUCATION

PURPOSE/FUNCTIONS Provide outdoor instruction and physical education.

ACTIVITIES Volleyball, football, soccer, basketball.

SPATIAL RELATIONSHIPS Hardcourts adjacent to central campus area.
Provide clear unobstructed view of field play.

SPECIAL ENVIRONMENTAL REQUIREMENTS Orient outdoor courts east and west.
Provide drainage to all field play.
Provide at least 2 basketball courts.

SPECIAL CONSIDERATIONS Provide power outlet at hardcourt area..

SUPPORT

Unit	No.	Net Area	TOTAL
Cap.	Units	Per Unit	AREA

CENTRAL CUSTODIAL SERVICES

120

PURPOSE/FUNCTIONS

Provide integrated custodial service throughout the campus.

ACTIVITIES

Maintaining the school facilities
Storing and distribution of school supplies

SPATIAL RELATIONSHIPS

Adjacent to restrooms and food service.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Ventilation.
Good lighting.

SPECIAL CONSIDERATIONS

Mop sinks with hot water.

SUPPORT

	Unit	No.	TOTAL
	Fixtures.	Units	AREA
RESTROOMS	Boys	6	
	Girls	6	750
	Faculty	2	

PURPOSE/FUNCTIONS

Provide accessible restroom facilities for Boy and Girl students, faculty and staff.

ACTIVITIES

Toileting.

SPATIAL RELATIONSHIPS

Adjacent to classrooms.
A part of central core.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Interior materials suitable for hose down cleaning.
Vandal-resistant fixtures.
Good ventilation.
Sound isolated.

SPECIAL CONSIDERATIONS

Screen entries for maximum privacy.
Separate Boys and Girls entries.
Provide hot water to designated hose bibbs.
Provide adequate floor drains.
Small enough to minimize congregation of students.
Easy supervision.

SUPPORT

	Unit	No.	Net Area	TOTAL
	Cap.	Units	Per Unit	AREA
PULL-OUT ROOMS	10	1	480	480

PURPOSE/FUNCTIONS

Provide additional teaching and directional services. Used as a conference room when needed.

ACTIVITIES

Testing.
Tutoring.
Teacher/parent conferences.
Off-campus support groups.
Psychology

SPATIAL RELATIONSHIPS

Adjacent to classrooms.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Good ventilation.
Sound isolation.

SPECIAL CONSIDERATIONS

SUPPORT

	Unit	No.	Net Area	TOTAL
	Cap.	Units	Per Unit	AREA
ELECTRICAL/DATA-PHONE ROOMS		2	45	90

PURPOSE/FUNCTIONS

Provide specialized housing of specific electronic and voice equipment.

ACTIVITIES

The support of:
Electrical
Data
Phone
Alarm
Fire

SPATIAL RELATIONSHIPS

One at each classroom wing

SPECIAL ENVIRONMENTAL REQUIREMENTS

Maintain constant required temperature of all data rooms. Separate all data/phone communication equipment from all electrical equipment.

SPECIAL CONSIDERATIONS

Fiber optic cable should be used between buildings.

MULTI-USE BUILDING

Unit	No.	Net Area	TOTAL
Cap.	Units	Per Unit	AREA

MULTI-USE / CAFETERIA

2,300

PURPOSE/FUNCTIONS

Cafeteria (students).
 Student assemblies.
 School concerts and rehearsals.
 Host Community concerts and events (i.e. assemblies workshops).

Multi-use room	1	1900	1900
Toilet Rooms (boys/men 3 fixtures girls/women 3 fixtures)	2	200	<u>400</u>
			2,300

ACTIVITIES

Breakfast and lunches.
 Concerts and rehearsals.
 Student assemblies.
 Community activities and events.
 Indoor or outdoor presentations.

SPATIAL RELATIONSHIPS

Adjacent to food service.
 Adjacent to janitorial services.
 Adjacent to vehicle parking and drop off.
 Adjacent to utility service areas.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Provide good sound characteristics.
 Special lighting controls for multi-functioning events.
 HVAC sound controls.
 Versatile durable flooring.

SPECIAL CONSIDERATIONS

Must be compatible with lunch service and other large assemblies.

MULTI-USE BUILDING

Unit	No.	Net Area	TOTAL
Cap.	Units	Per Unit	AREA

SERVING KITCHEN

600

PURPOSE/FUNCTIONS

Kitchen needs to be a serving and warming kitchen for food cooked off-campus by District Central Kitchen.
 Provide for evening events.
 Serve food for morning, snack time, and student lunches.
 Clean up space to comply with health department.
 Provides a variety of snack bar services to students

ACTIVITIES

Food preparation and distribution.
 Food serving and clean up.
 Food storage.

SPATIAL RELATIONSHIPS

Adjacent to Cafeteria/Multi-Use room.
 Adjacent to Food Service Yard.
 Adjacent to Janitorial Services.

SPECIAL ENVIRONMENTAL REQUIREMENTS

All kitchen equipment shall be stainless steel.
 Most equipment and pantry shelving will be stainless steel
 3 well sink with garbage disposal for food prep and clean up.
 Built-in shelving for storage of pots and pans.
 Health Department requirements shall be met.
 Floors and base shall be 6" quarry tile.
 Provide floor drains and floor sinks per equipment requirements.
 Walls shall be Fiberglass Reinforced Panels..
 Lighting shall be moisture protected.
 Snack bar accessible to students from the outside and inside of the cafeteria.

SPECIAL CONSIDERATIONS

Provide for data communications to District sources and District Staff.

OUTDOOR ASSEMBLY

Unit	No.	Net Area	TOTAL
Cap.	Units	Per Unit	AREA

AMPHITHEATER

PURPOSE/FUNCTIONS

Provide a designated space "Amphitheater" style to gather students and staff for assemblies, performances, rallies, etc.

ACTIVITIES

Drama productions.
Band performance.
Dance.
Pep rallies.
Student assemblies.
Graduation.

SPATIAL RELATIONSHIPS

Visible from Administration and/or staff observation points.

SPECIAL ENVIRONMENTAL REQUIREMENTS

Shade where possible.
Power / Microphones (wireless).
WiFi.
Speakers.
Lighting.

SPECIAL CONSIDERATIONS

Ease of access by maintenance equipment.
Good drainage from inclement weather and nuisance water.
Amplification for outdoor use with integrated wifi system and wireless microphone.

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 compete in the 2017 Girls Masters Wrestling Championships at McNair High School from *February 17, 2017 to February 18, 2017*.

BACKGROUND INFORMATION:

Pacheco High wrestling is expecting to take part in the 2017 Girls Masters Wrestling Championships. This is a post season event where we have competed in consistently and done well in.

The team will travel in district vans to their destination and will stay in one hotel; Quality Inn 2717 W March Ln, Stockton, Ca 95219. There will be between 2-3 chaperones/coaches along with parent volunteers 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 Wrestling program, through fundraising, has funds that will cover the following: hotels for the students, meals (dinner and breakfast) for all wrestlers.

ORIGINATOR: Dan Sutton, Principal, Pacheco High School

Date: January 12, 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 compete in the 2017 D4 Wrestling Championships at Union Mine High School from *February 17, 2017 to February 18, 2017*.

BACKGROUND INFORMATION:

Pacheco High wrestling is expecting to take part in the 2017 SJS D4 Championships. This is a post season event where we have competed in consistently.

The team will travel in district vans to their destination and will stay in one hotel; *Quality Inn & Suites, 3361 Coach Lane, Cameron Park, Ca 95682*. There will be between 2-3 chaperones/coaches along with parent volunteers 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 Wrestling program, through fundraising, has funds that will cover the following: hotels for the students, meals (dinner and breakfast) for all wrestlers.

ORIGINATOR: Dan Sutton, Principal, Pacheco High School

Date: January 12, 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 compete in the 2017 Girls State Wrestling Championships at the Visalia Convention Center from *February 24, 2017 to February 25, 2017*.

BACKGROUND INFORMATION:

Pacheco High wrestling is expecting to take part in the 2017 CIF Girls Wrestling Championships. This is a post season event where we have competed in consistently.

The team will travel in district vans to their destination and will stay in one hotel; Comfort Suites Visalia Convention Center, 210 E Acequia Ave, Visalia, Ca 93291. There will be between 2-3 chaperones/coaches along with parent volunteers 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 Wrestling program, through fundraising, has funds that will cover the following: hotels for the students, meals (dinner and breakfast) for all wrestlers.

ORIGINATOR: Dan Sutton, Principal, Los Banos High School

Date: January 12, 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 compete in the 2017 SJS Masters Wrestling Championships at the Stockton Arena from *February 24, 2017 to February 25, 2017*.

BACKGROUND INFORMATION:

Pacheco High wrestling is expecting to take part in the 2017 SJS Masters Wrestling Championships. This is a post season event where we have competed in consistently.

The team will travel in district vans to their destination and will stay in one hotel; Quality Inn 2717 W March Ln, Stockton, Ca 95219. There will be between 2-3 chaperones/coaches along with parent volunteers 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 Wrestling program, through fundraising, has funds that will cover the following: hotels for the students, meals (dinner and breakfast) for all wrestlers.

ORIGINATOR: Dan Sutton, Principal, Pacheco High School

Date: January 12, 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 compete in the 2017 Boys State Wrestling Championships at the Rabobank Arena from *March 2, 2017 to March 4, 2017*.

BACKGROUND INFORMATION:

Pacheco High wrestling is expecting to take part in the 2017 CIF State Wrestling Championships. This is a post season event where we hope to compete in.

The team will travel in district vans to their destination and will stay in one hotel; Quality Inn & Suites, 200 Union Ave, Bakersfield, Ca 93307. There will be between 2-3 chaperones/coaches along with parent volunteers 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 Wrestling program, through fundraising, has funds that will cover the following: hotels for the students, meals (dinner and breakfast) for all wrestlers.

ORIGINATOR: Dan Sutton, Pacheco High School Principal

Date: January 12,

Board Reference Material

SUBJECT TITLE: Student Overnight Travel

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve travel for R.M. Miano Elementary School sixth grade class to attend an Outdoor Education Trip to Jack L. Boyd Outdoor School (Fish Camp) beginning March 27, 2017 and returning March 30, 2017.

BACKGROUND INFORMATION:

The Jack L. Boyd Outdoor School provides the students an opportunity to receive outdoor science and environmental education. The facility is located at the edge of Yosemite Park. Students will receive curriculum/standards provided by their teachers and naturalists at the camp site.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS:

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

The trip will be paid for by parent contribution, student fundraising and allocated money in site budget from the district. 50% will come from parent contribution & fundraising and 50% will come from the site budget.

Jack L. Boyd Outdoor School: \$185/student (112) -- \$20,720

Travel: 1 district bus + driver Monday = \$350.00; 1 district Suburban = \$120.00

Vehicle pulling extra luggage trailer + gas= \$120.00

2 Charter busses Monday= \$1,438.00

3 Charter busses Thursday=\$2,157

Teacher stipend: 4 teachers stipend = \$2,000

Substitutes for teachers: \$550.00

Nurse: \$500.00

Total expense for outdoor camp: \$27,955.00

ORIGINATOR: Antonio Rosales, Principal, R.M. Miano Elementary School

Date: January 12, 2016

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: January 12, 2017

Site: _____

Date: _____

EX.	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
1	Copier	Minolta EP 4320	3113122	1	07302	Beyond Repair
1	computer	GTW E6610D	3728848	1	6914	Beyond Repair
2	LCD screen	C-TW monitor (flatscreen)	mw867boh03223	1	N/A	Beyond Repair
3	phone	cisco 7940	INMO81429NC	2	N/A	Beyond Repair
4	phone	cisco 7941	INMO814kup		N/A	Beyond Repair
5	computer	G-TW E-4610	37288417	1	6861	Beyond Repair
6	projector	sanyo XW250	37288417	1	9368/43443	Beyond Repair
7	projector	sanyo PLC-XP2600	60506906	1	N/A	Beyond Repair
8	printer	HP LJ 4000	USEF218653	1	2882/05735	Beyond Repair
9	laptop	gateway M285-E	6wtf7190MN2	1	N/A	Beyond Repair
10	printer	deskjet 960c	MY21Fic2t9	1	N/A	Beyond Repair
11	projector	XW 55	67324826	1	N/A	Beyond Repair
12	computer	Gateway1500D	39019764	1	N/A	Beyond Repair
13	monitor	Dell flatscreen	mx07R477\$8323	1	N/A	Beyond Repair
14	typewriter	panasonic TypeWriter	5LM10A11351	1	5064	Beyond Repair
15	monitor	Gateway	MW877B0H0014	1	N/A	Beyond Repair
16	computer	gateway pc	35893769	1	9105	Beyond Repair
17	printer	LJ4050	USQLo5129	1	7001/1780	Beyond Repair
18	G projector	RM15 PLC-XW55A	68729412	1	N/A	Beyond Repair
19	switch	Cisco 3750	CAT0848NoBQ	1	N/A	Beyond Repair
20	printer	HP Desk Jet 5550	MY29C1R38R	1	N/A	Beyond Repair
21	projector	SANYO plc-xw55	67324915	1	09183	Beyond Repair
22	printer	HP color laserjet cp3505x	CnBc77L0Rm	1	09119	Beyond Repair
23	printer	HP deskjet	C26012BxD	1	N/A	Beyond Repair
24	projector	NECVT465	430094pp	1	N/A	Beyond Repair
25	projector	Epson EMP54	J3VG69G176R	1	N/A	Beyond Repair
26	projector	Sanyo XW250	69914909	1	9221	Beyond Repair
27	projector	Epson EMP54	JWUF78305il	1	09038	Beyond Repair
28	printer	laserjet 4050	USQF005561	1	2668	Beyond Repair
		macbook	450221FOFYY	1	8519	Beyond Repair

*STATUS: computer

GOOD

REPAIR NEEDED

BEYOND REPAIR

Site: _____

Date: _____

30	computer	macbook pro	co2FQ7GQDF8V	1	9275	Beyond Repair
31	computer	HP 4050	u57Lo34040	1	9275	Beyond Repair
32	printer	HP Desk Jet 970	MY0B2152M2	1	5716	Beyond Repair
33	printer	HP Laser Jet 4000N	USQAO43269	1	1746	Beyond Repair
34	monitor	gateway	MUL5022E00060	1	N/A	Beyond Repair
35	scanner	HP Scanjet5590	CN49psalm7	1	N/A	Beyond Repair
36	printer	Hplaserjet 41000N	USBHOO278			Beyond Repair
37	printer	Hplaserjet 41000N	USBNH29608			Beyond Repair

***STATUS:**

GOOD

REPAIR NEEDED

BEYOND REPAIR