TOPIC: MINUTES OF THE REGULAR AUGUST BOARD MEETING

RECOMMENDATION: Approve the minutes of the regular board meeting held on August 12, 2014.

DESCRIPTION: Attached for your approval are the minutes of the regularly scheduled board meeting held on August 12, 2014.

FISCAL IMPACT: N/A
BOARD MEMBERS PRESENT:
PRESENT: Board Members – Lorraine Garza, Adriana Rios, Guadalupe Reyes
Ramiro Sandoval Christopher Tringali

1. CALL TO ORDER
A. Board President Lorraine Garza called the meeting to order at 5:30 p.m. and
Board Clerk Ramiro Sandoval took roll call reflecting all Board Members in
Attendance.

2. APPROVAL OF AGENDA

Motion was made to approve the agenda with the following changes to remove item 7A
from consent agenda.

Move: Tringali Second: Rios

Board vote: Unanimous Approval

3. PUBLIC COMMUNICATION REGARDING CLOSED SESSION
Board President Lorraine Garza announced that this portion of the meeting was reserved for
persons desiring to address the Board on any matter to be discussed in Closed Session.
Visitors are always welcome at meetings of the Governing Board and their suggestions and
comments are encouraged. No action can be taken on an item not on the agenda at this time,
but may be referred to the administration. Speakers are limited to three minutes.

• None

• No action was taken in Closed Session.

4. PUBLIC COMMUNICATION

• Fadi Saba thanked Richard Rodriguez and welcomed Dr. Richardson. He also stated that
he looked forward to working on resolving the grievance and others issues they had
open.

5. PRESENTATION/RECOGNITION
A. Caldwell Flores Winters, Inc. the District financial advisors, presented information
to the board and audience.

B. Information was provided to the Board by i-ready Adaptive Diagnostics on Common
Core.

6. CONSENT AGENDA
LUTHER BURBANK SCHOOL DISTRICT MINUTES OF REGULAR MEETING August 12, 2014

Motion was made to approve the agenda Items A-I

Move: Tringali Second: Sandoval
Board vote: Unanimous Approval

7. EDUCATIONAL SERVICES

A. Resolution #08-12-14-01: Approve CDC contracts and the officials who are authorized to sign on behalf of the Board

Motion was made to approve Resolution #08-12-14-01: Approve CDC contracts and the officials who are authorized to sign on behalf of the Board.

Move: Tringali Second: Reyes
Board vote: Unanimous Approval

B. Approval of Contract with Curriculum Associates for i-Ready Diagnostic Assessment Program.

Motion was made to approve the Contract with Curriculum Associates for i-Ready Diagnostic Assessment Program.

Move: Tringali Second: Sandoval
Board vote: Unanimous Approval

8. HUMAN RESOURCES

A. Approval of Personnel Report

Motion was made to approve Personnel Report

Move: Sandoval Second: Rios
Board vote: Unanimous Approval

9. BUSINESS/OPERATIONS

A. Approval of Authorized Signers for Luther Burbank School District commencing with
TOPIC: WARRANT REPORT AND CASH SUMMARY REPORT FOR JUNE


DESCRIPTION: Submitted for your approval are the Bill Warrant Reports and Cash Summary Report for the month of August 2014.

FISCAL IMPACT: Total Warrants Issued August = $149,904.76
Total Cash Available August = $2,737,213.73
## Cash Summary

**LUTHER BURBANK ELEMENTARY SCHOOL DISTRICT**

**Cash Summary**

**August 31, 2014**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fund No.</th>
<th><em>Beginning Cash Balance</em></th>
<th>Current Month Cash</th>
<th>Ending Balance</th>
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<td>Special Education</td>
<td>080</td>
<td>(796.84)</td>
<td>(21,571.54)</td>
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<td><strong>Unrestricted/Restricted General Fund</strong></td>
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Note: Beginning Balances, current month cash and ending balances are subject to changes pending FY2013-2014 closing.
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<tr>
<th>Warrant Number</th>
<th>Reference Number</th>
<th>Issue Date</th>
<th>Payee and Purpose</th>
<th>Fnd Resc Y Objt</th>
<th>SO Goal</th>
<th>Func</th>
<th>CstCtr</th>
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<td>PACIFIC GAS &amp; ELECTRIC CO ELECTRICITY</td>
<td>010-0000-0-5522-00-0000-8200-000000-000-0000 010-0000-0-5522-00-0000-8200-000000-000-0000</td>
<td>75.10 9.61</td>
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<tr>
<td>22</td>
<td>22004465</td>
<td>08/20/2014</td>
<td>PACIFIC GAS &amp; ELECTRIC CO ELECTRICITY</td>
<td>010-0000-0-5522-00-0000-8200-000000-000-0000</td>
<td>3,534.64</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>22004445</td>
<td>08/12/2014</td>
<td>PALACE ART &amp; OFFICE SUPPLY MATERIALS AND SUPPLIES</td>
<td>010-0000-0-4300-00-1110-1000-000000-000-0000 010-0000-0-4300-00-1110-1000-000000-000-0000 010-0000-0-4300-00-1110-1000-000000-000-0000</td>
<td>342.25 116.15 236.85</td>
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<tr>
<td>22</td>
<td>22004466</td>
<td>08/20/2014</td>
<td>PALACE ART &amp; OFFICE SUPPLY MATERIALS AND SUPPLIES</td>
<td>010-0000-0-4300-00-1110-1000-000000-000-0000 010-0000-0-4300-00-1110-1000-000000-000-0000</td>
<td>345.59 129.15</td>
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<td></td>
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</table>

Sub total: 4,451.48
Sub total: 1,100.00
Sub total: 3,111.25
Sub total: 140.00
Sub total: 75.10
Sub total: 84.71
Sub total: 3,534.64
Sub total: 342.25
Sub total: 116.15
Sub total: 236.85
Sub total: 345.59
Sub total: 129.15
Sub total: 434.74
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<tr>
<th>Warrant Number</th>
<th>Reference Number</th>
<th>Issue Date</th>
<th>Payee and Purpose</th>
<th>Fund Resc Y Objt SO Goal Func CstCtr Ste Mngr</th>
<th>Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>22004480</td>
<td>08/28/2014</td>
<td>PLAZA COPIER SOLUTIONS, INC</td>
<td>010-0000-0-5610-00-0000-7700-000000-000-0000</td>
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<td>PRIMEX WIRELESS, INC. MATERIALS AND SUPPLIES</td>
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<td>RECOLOGY SILICON VALLEY DISPOSAL SERVICES</td>
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<tr>
<td>22</td>
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<td>SADIE M RANDLE MATERIALS AND SUPPLIES</td>
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<td>19.43</td>
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<tr>
<td>22</td>
<td>22004425</td>
<td>08/06/2014</td>
<td>SAN JOAQUIN COE</td>
<td>010-0000-0-5310-00-0000-7110-007111-000-0000</td>
<td>330.00</td>
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<tr>
<td>22</td>
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<td>22</td>
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<td>22</td>
<td>22004448</td>
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<td>SCHOLASTIC READING CLUB</td>
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<tr>
<td>22</td>
<td>22004432</td>
<td>08/25/2014</td>
<td>SODEXO, INC &amp; AFFILIATES</td>
<td>120-5320-0-5800-00-0000-3700-053200-000-0000</td>
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<td>08/28/2014</td>
<td>THE STANDARD INSURANCE CO.CB</td>
<td>010-0000-0-9516-00-1110-1000-000000-000-0000</td>
<td>235.00</td>
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<tr>
<td>22</td>
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<td>08/06/2014</td>
<td>THE WOODWIND &amp; BRASSWIND, INC.</td>
<td>010-0000-0-9516-00-1110-1000-000000-000-0000</td>
<td>2,501.20</td>
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<tr>
<td>Warrant Number</td>
<td>Reference Number</td>
<td>Issue Date</td>
<td>Payee and Purpose</td>
<td>Pnd Resc Y Objt SO Goal Func CstCtr Ste Mngr</td>
<td>Expenditure</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------</td>
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<td>---------------------------------------------</td>
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</tr>
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<td>08/06/2014</td>
<td>TRANS BAY ELEVATOR CORP PROP/CONSULTING OPERATE EXP</td>
<td>010-0000-0-5800-00-1110-1000-000000-000-0000</td>
<td>Sub total: 90.00</td>
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<tr>
<td>22</td>
<td>22004446</td>
<td>08/12/2014</td>
<td>VERIZON WIRELESS TELEPHONE</td>
<td>010-0000-0-5930-00-0000-8200-008200-000-0000</td>
<td>Sub total: 8.32</td>
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<tr>
<td>22</td>
<td>22004429</td>
<td>08/06/2014</td>
<td>XEROX CORPORATION EQUIPT MAINT AGREEMENT</td>
<td>010-0000-0-5610-00-0000-7700-000000-000-0000</td>
<td>Sub total: 10.55</td>
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</tbody>
</table>

Total Warrants Issued: 149,904.67
Total Warrants Canceled: 0.00
Total Warrants (Issued - Canceled): 149,904.67
TOPIC: DONATIONS

RECOMMENDATION: The Board accept the following items that were donated to Luther Burbank School District during the month of August, 2014.

DESCRIPTION: From: Dr. Michelle Richardson
Items: Videos, DVD's, Cassettes, Games, Classroom items

FISCAL IMPACT: N/A
TOPIC: OUTDATED AND UNUSABLE EQUIPMENT OR MATERIALS

RECOMMENDATION FOR THE BOARD: The Board approve the discard of outdated and unusable equipment or materials.

DESCRIPTION: Over the years we have accumulated some unusable hardware and equipment. We also have stored in the warehouse and some of new storage areas many old and outdated items related to technology. This equipment needs to be discarded as it is no longer useable and is taking up too much space in our warehouse to effectively use the small spaces we have for storage. We are asking the board to authorize us to discard any outdated and unusable equipment or materials.

FISCAL IMPACT: N/A
TOPIC: RATIFY CONTRACT WITH ALL AMERICAN PAVING ON PARKING LOT RESURFACING

RECOMMENDATION FOR THE BOARD: The Board ratify the contract with All American Paving for parking lot resurfacing and striping.

DESCRIPTION: Attached is a copy of the agreement for All American Paving to conduct business with the District. This agreement provided repair, resurface and restriping of the parking lot, which occurred on August 15, 2014. It is the recommendation of both our CBO and the Superintendent that we ratify this agreement.

FISCAL IMPACT: $6,500 for repaving services.
**INVOICE**

Submitted by

ALL AMERICAN PAVING

Lic No. 718148

allamericanpave@aol.com

---

**Invoice Submitted To:**

Name: c/o Dr Michelle Richardson

Address

City

Phone: 408-295-2450 / mrichardson@lbsd.k12.ca.com

We hereby submit the following estimate:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Patch trip hazards w/ hot asphalt</td>
<td>$6,200.00</td>
</tr>
<tr>
<td>2</td>
<td>Compact down</td>
<td>$300.00</td>
</tr>
<tr>
<td>3</td>
<td>Clean off parking lot</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Fill cracks</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Seal coat</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Replace 1 damaged parking bumper, install 2 new bumpers</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Re stripe parking lot</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Additional material for seal coating front section</td>
<td></td>
</tr>
</tbody>
</table>

---

**Job Location:**

Job Name: Luther Burbank School District

Address: 4 Wabash Dr

City: San Jose

Start date: 8/15/14

---

**Payment Details**

Subtotal $6,500.00

Deposit due when work begins Balance due upon completion

( unless otherwise noted )

$6,500.00

---

Authorized signature

---

Now accepting major credit cards

---
TOPIC: RATIFY CONTRACT WITH ALL AMERICAN PAVING ON PLAYGROUND RESURFACING

RECOMMENDATION FOR THE BOARD: The Board ratify the contract with All American Paving for playground resurfacing and striping.

DESCRIPTION: Attached is a copy of the agreement for All American Paving to conduct business with the District. This agreement provided repair, resurface and restriping of the school playgrounds which occurred on August 21-23, 2014. It is the recommendation of both our CBO and the Superintendent that we ratify this agreement.

FISCAL IMPACT: $13,500 for repaving services.
555 S 24th St # 48  
San Jose, Ca 95116 
Ph. (408) 280-1530  
Fax (408) 279-1530  

INVOICE  
Submitted by  
ALL AMERICAN PAVING  
Lic No. 718148 
allamericanpave@aol.com  

Date 8/25/14  
Invoice # 4701  
Rep. George Stanley  

---  

<table>
<thead>
<tr>
<th>Invoice Submitted To:</th>
<th>Job Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name  c/o Dr Michelle Richardson</td>
<td>Job Name</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>City</td>
<td>City</td>
</tr>
<tr>
<td>Phone 408-295-2450 / <a href="mailto:mrichardson@bsd.k12.ca.com">mrichardson@bsd.k12.ca.com</a></td>
<td>Start date</td>
</tr>
</tbody>
</table>

---  

We hereby submit the following invoice:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grind down trip hazards by playground</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Clean off back area, both playgrounds</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Fill cracks</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Seal coat entire back area, both playgrounds</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Re stripe as existing</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Additional seal coating under picnic area and walkway behind building</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

---  

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, according to standard practices.

Any deviation or alterations from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, liability and other necessary insurance.

Warranty covers labor, material & repaired cracks up to 30 days. We will not be held responsible for growth / re growth of weeds and grass, If not accepted within 30 days prices are subject to change. Payment is due in full upon completion unless stated otherwise.

---  

Payment Details
Subtotal $12,000.00
Misc $1,500.00
Total $13,500.00

Deposit due when work begins
Balance due upon completion $13,500.00
( unless otherwise noted )

Authorized signature

Now accepting major credit cards
TOPIC: RATIFY CONTRACT WITH GOLDEN RULE SIGNS FOR REPLACEMENT AND RETROFIT OF EXISTING MARQUEE

RECOMMENDATION FOR THE BOARD: The Board ratify the contract with Golden Rule Signs for replacement and retrofit of existing marquee.

DESCRIPTION: Attached is a copy of the agreement for Golden Rule Signs to conduct business with the District. This agreement provides production, delivery, removal of old sign and installation of new double sided LED marquee. This new sign will provide ability to display electronic communications for district and school in both English and Spanish. It is the recommendation of both our CBO and the Superintendent that we ratify this agreement.

FISCAL IMPACT: $20,059.00.
# Quote #

10895

---

**Great Signs. Great Service. Great Prices**

**Date:** 8/7/2014

---

## L.E.D. Message Unit

- **Color:** Full Color / RGB text, pictures & video.
- **Pitch:** 20mm / 0.8"
- **Matrix:** 32x112
- **Dimensions:** 2'1" x 7'-4" (Tall x Wide)
- **Max # of Lines:** 4
- **Max Letter Per Line:** 19
- **Configuration:** Double Sided

## Electrical

- **Volts Required:** 110
- **Amps Required:** 16

## Accessories

- **Temperature Probe:** Yes
- **Brightness Sensor:** Yes
- **Communications:** Wireless Bridge

## Sign Face, Cabinet & Structure

- **Sign Face:** Polycarbonate
- **Cabinet Size:** 2'-0" x 7'-4" (Tall x Wide)
- **Pedestal Size:** 3' x 2.5' (Tall x Wide)
- **Topper:** None
- **Electrical Volts Required:** 110
- **Amps Required:** 3

## Additional Items

Your sign already has electrical. Please make sure that it will run on 110 V 19 amps. PC Operated Software Lifetime Training & Support Master/Master Configuration to run different material on each side of sign $500.00

## Installation, Delivery & Warranty

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Installation</strong></td>
<td>Included</td>
<td>Retro Fit</td>
</tr>
<tr>
<td><strong>Delivery</strong></td>
<td>Included</td>
<td>LTL4</td>
</tr>
<tr>
<td><strong>Warranty</strong></td>
<td></td>
<td>Lifetime Warranty</td>
</tr>
<tr>
<td><strong>Electrical Requirements</strong></td>
<td></td>
<td>Total: $19,559.50</td>
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<tr>
<td></td>
<td></td>
<td>110V 19 amps</td>
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<tr>
<td></td>
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<td>50% Deposit: $9,779.75</td>
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<tr>
<td></td>
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<td>Net 30 Balance: $9,779.75</td>
</tr>
</tbody>
</table>

To begin the purchase process please sign and fax to 502-416-0544 or scan and e-mail to your Project Consultant.

---

*Applicable sales tax will be added to your invoice – organizations exempt from sales tax will be*
required to provide an exemption certificate with their order.

**Average manufacturing lead time 5 weeks.**
Golden Rule Signs, LLC  
Client Terms & Conditions  

1.0 Basis of Sale: No variation to these Conditions shall be binding unless and to the extent agreed in writing between authorized representatives of the Buyer and the Seller. Any additional, different or inconsistent terms or conditions proposed or received from Buyer, including without limitation, any additional, different or inconsistent terms or conditions in Buyer's request for proposals or order, are hereby rejected and shall not be a part of the parties' contract. Seller's commencement of any work or delivery of any goods does not constitute acceptance of or consent to any additional, different or inconsistent terms. Changes in orders must be requested by Buyer in writing. No changes in orders or these terms and conditions shall be binding on Seller unless specifically agreed in a writing signed by Seller. Seller is not liable or responsible for any delays caused by Buyer's changes in orders. Any sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration by Seller without notice, do not constitute offers to sell the Goods which are capable of acceptance and do not constitute a part of this Contract unless the parties otherwise expressly agree in writing. An order placed by the Buyer may not be withdrawn, cancelled, or altered prior to acceptance by the Seller. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.0 Orders, Specifications & Permits: All specifications of the order, products, and services provided by the Seller shall be listed on the signed Purchase Order Contract including items such as shipping, installation, permitting, training, custom artwork and design. Items not listed on the POC are not included in the specifications of the Goods. It is the responsibility of the Buyer to ensure their signed POC lists all items and their correct prices prior to signing. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and with the understanding that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation. Permits for erecting the sign are the sole responsibility of the Buyer unless included as a line item in the order. The Seller may, at its option assist in providing drawings, sketches/renderings, or technical information. Permits are paid for at face value by the Buyer unless a sale price has already been assigned to them. Any required core samples, engineered drawings or additional certifications requested by the Buyer or the Buyer's local government are the responsibility of the Buyer. Unless Seller is procuring permits as listed in the order agreement: if for any reason the local governing authorities (be it city or county zoning, permit, building inspections etc.) deny permit application, Buyer is conclusively responsible for all purchased equipment, services and products. If Seller is procuring permits and local governing authorities deny application, Buyer is only responsible for costs incurred.

3.0 Terms of Payment: Payment to Seller is specified on the POC (Purchase Order Contract). In the event that Buyer is paying through installments, “due on or before” dates will be set forth on the POC. Any payments that are past due by 7 or more calendar days shall be assessed a $50 late fee. In addition, any payments that are past due by more than 30 calendar days shall bear interest at a rate equal to the lesser of (a) one and one-half percent (1.5%) per month or (b) the maximum permitted by law. Noncompliance with payment terms or any other failure by Buyer to observe, perform and be in compliance with the terms and conditions of this Contract, will be a breach of contract by the Buyer. In that event, (a) Seller may exercise all rights and remedies available to it at law or in equity, and title to the Goods shall revert to the Seller, and (b) the Buyer warrants all rights to the Goods and services that were to be provided as well as monetary deposits given to the Seller. The client grants Golden Rule Sign Company a secured interest (all signage, installation costs, all fee’s associated with purchase) Buyer grants Seller as a purchase money security interest creditor. Upon Buyer’s breach of payment terms, Client reserves the right to repossess all equipment (installed or not).

4.0 Delivery: Title to all Goods and risk of loss passes to Buyer and Seller’s liability ceases upon making delivery of the Goods to either the Buyer or their contracted freight company. The date of delivery of the Goods may vary due to the nature of manufacturing custom signage. A delivery date will be given to the Buyer by the Seller at least 72 hours before delivery. Estimated delivery/installation dates are estimations. Seller shall be held harmless if the estimated delivery/installation date is exceeded. Buyer is responsible for any increased installation costs due to delays caused by Buyer (lack of access to site or personnel during planned visit, delivery or installation, undisclosed underground lines). Buyer is solely responsible for any damage during shipping if the damage is discovered after signing for and receiving the Goods. Buyer’s are advised to examine crate and/or signing before accepting.

5.0 Assignment of Manufacturer’s Warranties: Seller hereby assigns to Buyer, to the extent assignable, all manufacturer’s warranties and service agreements with respect to the Goods, if any, for the purpose of making appropriate claims against the manufacturer, provided that the Seller shall retain at all times the right to be protected by these warranties, agreements and indemnities. The Buyer’s sole breach of any such warranty, indemnification or service agreement shall be against the manufacturer.

6.0 Legal Buyer represents and warrants that it is duly authorized to enter into this Contract and that this Contract constitutes its legal, valid and binding obligation, enforceable in accordance with its terms. It is the responsibility of the Buyer to ensure that this purchase and signing of this contract is compliant with the Buyers protocol and procedures. This contract shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the Federal and State courts located in Jefferson County, Kentucky regarding the interpretation and enforcement of this Contract and the transactions contemplated hereby and hereby waive and agree not to assert as a defense that it is not subject thereto or that any such action may not be brought or maintained in such courts or that such venue may not be appropriate or convenient. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, previous contracts for this signage, understandings, representations and warranties both oral and written with respect to such subject matter. In the event that GRS hires an attorney to represent it in any dispute in any way related to this Contract, Buyer expressly agrees to pay all legal fees and costs incurred by such attorney in such a matter.

- END OF DOCUMENT -
Specifications for comparing 'Apples to Apples'

It is important to make sure you compare products based on their specifications, not just size.

Using the information below any sign company should be able to provide an exact quote which would becomparable to the Golden Rule Sign proposal enclosed in this packet of information.

Feel free to copy/scan/fax or e-mail the information below to any of our competitors – none of the specifications below are proprietary to our design or would prohibit a competitor from quoting this project.

LED Message Unit

Pitch/Resolution: 20mm / 0.8" (spacing from the center of one pixel to the next)

Matrix: 32x112 (number of rows x columns of pixels)

Dimensions: 2'-1" x 7'-4" (front serviceable)

Color Format: Full Color / RGB text, pictures & video.

Communications: Wireless Bridge/ PC Operated Software: Wireless antennas are network ready and have a 1 mile

Configuration: Master/Slave - Double Sided

Warranty: 5 Years Parts Replacement – 90 day on-site labor

Sign Cabinet

- Polycarbonate - sign faces with digitally printed translucent vinyl decoration
- Dimensions: 2'-0" x 7'-4" (Tall x Wide)
- Welded aluminum frame with .063" aluminum skin with client approved color
- Internally lit with fluorescent bulbs

Structure

- 3' x 2.5' (Tall x Wide) pedestal with aluminum skin and steel support.
- aluminum pole cover with internal frame

Installation

Included - Retro Fit

Delivery

Included - LTL4

Additional Services

Lifetime Warranty sign cabinet/structure excluding bulbs/ballast (3 years on ballast)
Preliminary Rendering Contingent upon receiving a picture and measurements of existing sign.
TOPIC: APPROVE REIMBURSEMENT OF DR. MICHELLE RICHARDSON FOR ATTENDING SMALL SCHOOL DISTRICT ASSOCIATION (SSDA) NEW SUPERINTENDENT CONFERENCE JULY 14-15, 2014

RECOMMENDATION FOR THE BOARD: The Board approve the reimbursement of Dr. Michelle Richardson for attending the Small School District Association (SSDA) New Superintendent Conference July 14-15, 2014

DESCRIPTION: The district has had a long standing relationship with the Small School District Association (SSDA) and they were also the organization which conducted the latest superintendent search. It was recommended by Mr. Rodriguez, Interim Superintendent, that Dr. Richardson attend the New Superintendent Conference and that the District would cover the costs. The conference covered board relations, leadership, budget, community involvement, and networking opportunities. Dr. Richardson attended the conference prior to her contract beginning with Luther Burbank. The SSDA will also provide a mentor, at no cost to the district, for Dr. Richardson during her first year.

FISCAL IMPACT: $613.80
Michelle Richardson

From: Michelle Richardson <ldyprncipl@hotmail.com>
Sent: Tuesday, September 02, 2014 2:52 PM
To: Michelle Richardson
Subject: FW:

> From: rrodriguez@lbsd.k12.ca.us
> To: LDYPRNCIPL@hotmail.com
> Date: Wed, 25 Jun 2014 16:42:11 -0700
> Subject:
>
> Congratulations Michelle,
>
> I am sending you information for the New Superintendents Symposium put on annually by the Small School District Association (SSDA). It is a great event and they usually have about 50 attendees. It will give you the opportunity to begin networking and get off to a successful year. They also assign mentors to work with the attendees. Since SSDA did our Superintendent Search they will be providing you with a mentor for your first year at no cost to the District.
>
> I am mailing you the information as the conference is July 14-15. If you decide to attend LBSD will reimburse you for all expenses. Just save all your receipts.
>
> Let me know if you have any questions.
>
> Richard Rodriguez
> Interim Superintendent
> Luther Burbank School District
> rrodriguez@lbsd.k12.ca.us
> (408) 295-2450
Small School Districts' Association

29th Annual New Superintendents Symposium
Prepapring Today's New Leaders For Success

AGENDA

Day 1 – Monday, July 14, 2014

8:00 a.m. ...................... Registration / Breakfast

8:45 a.m. ..................... Welcome and Introductions

9:00 a.m. ..................... Negotiating in LCFF: Setting the Stage, Understanding Your Budget, and Critical Areas of Concern and Survival Tips
   Presented by: Brett McFadden, Chief Business Officer, Pajaro Valley Unified School District
   Ruben Ingram, Executive Director, School Employers Association of California

12:00 p.m. ................... Lunch / Break

1:00 p.m. ..................... It's the Common Core and a Whole Lot More – What All Students Need to Succeed
   Presented by: Clay Roberts, Vision Training Associate

2:45 p.m. ..................... Understanding and Managing the Brown Act
   Presented by: Gregory Rolen, Attorney, Haight Brown & Bonesteel, LLP

3:00 p.m. ..................... Social Hour / Volleyball Tournament / Hosted Backyard Bar-B-Que
   "PURE POLITICS"
   Presented by: Kevin Gordon, Jack O'Connell, and David Walrath, SSDA's Legislative Team

Day 2 – Tuesday, July 15, 2014

7:30 a.m. ..................... Breakfast

8:00 a.m. ..................... LCAP – The Next Generation
   Presented by: Jannelle Kubinec, WestEd

9:30 a.m. ..................... Morning Break

9:45 a.m. ..................... Effective Practices in Personnel Management
   Presented by: Megan Macy, Attorney, Lozano Smith

11:00 a.m. .................. Lunch With Answers to All Your Legal Questions
   Sloan Simmons, Megan Macy and Anne Collins, Attorney's, Lozano Smith

12:45 p.m. .................. The Ten Commandments and Assorted Do's and Don'ts
   Presented by: Al Sandrini, Small School Districts Association

1:15 p.m. .................... The First 90 Days of a New Superintendent and Beyond
   Presented by: Debra Pearson, Executive Director, Small School Districts Association, Justin Cunningham, Superintendent, Bonsall Union School District and Kevin Ogden, Superintendent, Julian Union Elementary School District
TOPIC: APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH SANTA CLARA COUNTY OFFICE OF EDUCATION FOR PROVISION OF ANNUAL TECHNICAL SERVICES

RECOMMENDATION FOR THE BOARD: The Board accept the memorandum of understanding with Santa Clara County Office of Education for annual technical services for 2014-15.

DESCRIPTION: Attached is a copy of the Memorandum of Understanding for the annual service agreement with Santa Clara County Office of Education to conduct business with the District. This agreement provides annual technical support to the district. The District has a long-standing relationship with Santa Clara County Office of Education and it is the recommendation of both our CBO and the Superintendent that we accept the amendment.

FISCAL IMPACT: $15,244 for 2014-15.
MEMORANDUM OF UNDERSTANDING FOR PROVISION OF ANNUAL TECHNICAL SERVICES

SANTA CLARA COUNTY OFFICE OF EDUCATION
And
LUTHER BURBANK ESD

By this agreement made and entered into on the 1st day of July 2014, between the Santa Clara County Office of Education (hereinafter referred to as SCCOE), and Luther Burbank ESD (hereinafter referred to as DISTRICT), for consideration of their mutual covenants, the parties hereto agree as follows:

I. Technical Services Provided by SCCOE

A. QSS Services
   1. Provide hosting and application support of QSS software packages which include modules that support human resources, business operations, budgeting, finance and accounting functions.
   2. Provide payroll and commercial warrant processing and electronic access to related reports.
   3. Provide retirement, W2, 1099, PERS/STRS and bank transaction processing, transmission and specified/necessary reporting.
   4. Provide back up and disaster recovery services for QSS hosted data.
   5. Provide a secure network connection to the QSS system, and follow all standard industry security practices and procedures to ensure protection of the District’s data at all times.
   6. Schedule and provide training activities, including classes on the QSS applications.
   7. Provide Access Point web portal for access to documentation, help requests, bulletins, online announcements and reports.
8. Provide Help Desk support for QSS applications between the hours of 7:00 am-5:00 pm on regular workdays (Monday through Friday), except for SCCOE designated holidays; fiscal year 2014-15 schedule attached herein.


10. OPTION: Special request hard copy reports may be ordered through print services via rate schedule attached.

B. Network Services

1. Provide network connectivity and technical support for Internet access and wide area network connection between the user district and the SCCOE.

2. Provide Domain Name services. (DNS)


4. Provide Help Desk support for network issues related to Internet access or the wide area network connection between the district and SCCOE between the hours of 7:00 am to 5:00 pm on regular workdays (Monday through Friday), except for SCCOE designated holidays; fiscal year 2014-15 schedule attached herein.

5. OPTIONAL: Provide content filtering; contact SCCOE’s Network Services Team.

II. District Responsibilities

A. Participant district accepts responsibility to provide appropriate and adequate hardware resources and connectivity to enable access to SCCOE-QSS.

B. Participant district accepts responsibility for maintaining and enforcing appropriate security practices within the purview of the district.

C. Participant district accepts responsibility to ensure the integrity and the accuracy of the data that is input to the system.
III. Period of Agreement

The period of this agreement shall be from July 1st, 2014 through June 30th, 2015.

IV. Charges

The annual cost to provide services as outlined in the Overview of Services are as follows:

- QSS Services $10,394.00
- Network Access Services $3,600.00
- Firewall/Filtering $1,250.00

Total $15,244.00

V. Payment

The district agrees that by executing this agreement that the SCCOE is authorized to post a journal entry on or before August 31, 2014, executing payment of the agreed upon charges using the thirty-five digit account specified below by the district. The district further agrees that it will use the appropriate coding as defined in the California School Accounting Manual (CSAM).

Account String

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VI. Indemnification

A. The District agrees to defend, indemnify, and hold the SCCOE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement except such liability, loss, expense, attorneys’ fees, or claims for injury or damages that are caused by or result from the sole negligence or intentional acts or omissions of SCCOE, its officers, employees or agents.
B. The SCCOE agrees to defend, indemnify, and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement except such liability, loss, expense, attorneys' fees, or claims for injury or damages that are caused by or result from the sole negligence or intentional acts or omissions of the District, its officers, employees or agents.

VII. Authorized Signatures

In the witness thereof, this day of 2014.

District: Luther Burbank ESD

By (signature)

Santa Clara County Office of Education:

By

Name (type)  

Title (type)  

Name  

Title  

Dr. Kelly J. Calhoun  

Chief Technology Officer
Topic: Ratify Contract with Heriberto Pena for Painting Services

Recommendation for the Board: The Board ratify the contract with Heriberto Pena for painting services of cafeteria and two classrooms.

Description: Attached is a copy of the agreement for Heriberto Pena to conduct business with the District. This agreement provided patching and painting services of the cafeteria and two classrooms, which occurred August 15-24, 2014. It is the recommendation of both our CBO and the Superintendent that we ratify this agreement.

Fiscal Impact: $1,550 for painting services.
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**Subtotal:** 1,350.00

**Payment:** 1,350.00

Handwritten: "Yandelito Pena
859-13-4392"
TOPIC: RATIFY CONTRACT WITH TERMINEX FOR PEST CONTROL SERVICES FOR 2014-15

RECOMENDATION FOR THE BOARD: The Board ratify the contract with Terminex for pest control services for 2014-15.

DESCRIPTION: Attached is a copy of the agreement for Terminex to conduct business with the District. This agreement provides pest control services for 2014-15. It is the recommendation of both our CBO and the Superintendent that we ratify this agreement.

FISCAL IMPACT: $1,235.00 for pest control services.
Why You Should Choose Terminix

Your problem will be solved by a trained professional, backed by the resources of the most respected technical team in the industry. We proudly protect more businesses than any other pest management provider, and we've done so since 1927. We would love to protect you, too. Our business is protecting yours. Call us 24/7 at 1-866-319-5967.

Address Information

Service Location
Luther Burbank School District
4 Wabash Avenue
San Jose, CA 95128
USA

Bill To
Luther Burbank School District
4 Wabash Avenue
San Jose, CA 95128
USA

Terminix Commercial Pest Control Service

Scope of Work
- GR clean out in the Cafeteria and in Classroom 27 and 28
- Monthly pest control service
- Exterior perimeter spray on critical areas, install monitoring devices to keep track of pests activity and be pro active and getting it under control

Target Pest(s)
- German Roaches

Standard Covered Pests
- Includes: cockroaches, mice, rats, silverfish, "house" ants*, centipedes, millipedes, earwigs, house crickets and paper wasps.

*Premium Pests Coverage:
- Carpenter, Fire, Crazy and Pharaoh Ants, Bed Bugs, Brown Recluse or Black Widow Spiders, Flies, Honey Bees and Stored Product Pests, are not covered unless specifically identified as the Target Pest. Subject to additional charges.

Terminix will provide a proposal for additional services to treat non-covered pests upon their identification by our Service Professional.

Annual Investment

First year total service amount includes the price of the initial service, equipment and one year of service.

3% discount when annual investment is paid in advance.

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<tr>
<td>2nd Year Total</td>
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<td>Service Amount</td>
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Easy Pay Feature - If Applicable

Customer authorizes Terminix to automatically debit Customer’s checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix’s receipt from Customer of a written notice to cancel such authorization. Customer understands that cancellation of this authorization does not cancel Customer’s obligations under this Agreement.

THE TERMS AND CONDITIONS SET FORTH BELOW, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AND ANY ADDITIONAL PROVISIONS ATTACHED HERETO, AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH, ARE PART OF THIS AGREEMENT.

Terminix Authorization and Customer Acceptance

[Signature]

Contact Name: Lupe Ruiz

Date

Phone: (409) 295-2450

Prepared By: Eduardo Durias

Date

THIS AGREEMENT PROVIDES FOR SERVICES TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN INSECTS, SPIDERS AND RODENTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM SITES, INFESTATION OR CONTAMINATION OR FOR THE REPAIR OF ANY DAMAGE TO THE STRUCTURES ON THE PREMISES CAUSED BY SUCH INSECTS, SPIDERS AND RODENTS.

Terms and Conditions

1. INITIAL TERM; RENEWAL. The term of this Agreement shall be a period of one (1) year beginning on the date executed (the “Initial Term”). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a “Renewal Term”) unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement by providing the other Party with at least 30 days advance written notice prior to the start of any Renewal Term.

2. FEES. Customer shall pay the fees for Initial Service Visit and subsequent Service Visits (either monthly or quarterly as selected by Customer) for the Initial Term and any Renewal Term in accordance with the payment terms set forth above based upon the Payment Option selected by Customer.

3. PEST CONTROL SERVICE PLAN. Terminix shall control for and mitigate against infestations of Standard Pests located in and around the structures on the Customer’s premises through delivery of regular pest control service. For an additional charge if requested by the Customer, Terminix shall control for and mitigate against infestations of Premium Pests located in and around the structures on the Customer’s premises through delivery of regular pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE CUSTOMER FOR ANY SUCH DAMAGE.

   a. INITIAL SERVICE VISIT; SUBSEQUENT SERVICE VISITS. On the initial service visit, Terminix shall apply pesticides to the interior of the structures and/or the exterior perimeter of the structures on the premises at its discretion as necessary to control for and mitigate against the pests covered by this Agreement (the “Initial Treatment”). Subsequent to the Initial Treatment, Terminix shall apply pesticides to the interior of the structures and/or the exterior perimeter of the structures on the premises at its discretion as necessary to control for and mitigate against the pests covered by this Agreement during the Initial Term and any Renewal Term. Additionally, for control of certain pests, Terminix may utilize other pest control strategies including but not limited to, use of traps and glue boards.

   b. STANDARD PESTS. Includes: cockroaches, mice, rats, silverfish, “house” ants (other than ants listed in Section 3.c. below), centipedes, millipedes, earwigs, house crickets and paper wasps.

   c. PREMIUM PESTS. Includes: Rats, roosters, Carpenter Ants, Pharaoh Ants, Fire Ants, Tawny Crazy Ants, Black Widow Spiders, Brown Recluse Spiders and bees (Yellow Jackets, Hornets, Honey Bees and Wasps) and Clothes Moths.

   d. EXCLUDED PESTS. Terminix shall have no obligation to control for or mitigate against the following pests: Termites (subterranean,
4. TERMINIX ULTIMATE PROTECTION GUARANTEE. SUBJECT TO THE OBLIGATIONS OF CUSTOMER IN SECTIONS 6 AND 8 OF THIS AGREEMENT, THE SERVICES ARE PROVIDED IN ACCORDANCE WITH TERMINIX'S "ULTIMATE PROTECTION GUARANTEE." SPECIFICALLY, IF CUSTOMER IS NOT REASONABLY SATISFIED WITH THE QUALITY OF TERMINIX'S PEST CONTROL SERVICES PROVIDED TO ONE OR MORE CUSTOMER SITES; CUSTOMER SHALL PROVIDE WRITTEN NOTICE TO TERMINIX OF SUCH SERVICE DEFICIENCY AND TERMINIX SHALL CORRECT SUCH SERVICE DEFICIENCY WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH NOTICE. IF TERMINIX FAILS TO CORRECT SUCH SERVICE DEFICIENCY TO THE REASONABLE SATISFACTION OF CUSTOMER WITHIN SUCH THIRTY (30) DAYS PERIOD, AS CUSTOMER'S EXCLUSIVE REMEDY AND PROVIDED THAT CUSTOMER IS NOT OTHERWISE IN MATERIAL BREACH OF THE AGREEMENT, FOR EACH CUSTOMER SITE THAT TERMINIX FAILED TO CORRECT SUCH SERVICE DEFICIENCY (EACH AN "UNCURED SITE"), TERMINIX SHALL REFUND TO CUSTOMER AN AMOUNT EQUAL TO THE PREVIOUS THREE (3) MONTHS OF SERVICE FEES ACTUALLY PAID BY CUSTOMER FOR THE SERVICES PROVIDED TO SUCH UNCURED SITE PLUS AN ADDITIONAL 10% OF SUCH AMOUNT. FOLLOWING THE PAYMENT BY TERMINIX OF THE REFUND FOR SUCH UNCURED SITE(S), TERMINIX'S OBLIGATION TO PROVIDE SERVICES TO SUCH UNCURED SITE(S) SHALL IMMEDIATELY TERMINATE. EXCEPT FOR THE TERMINATION OF TERMINIX'S OBLIGATION TO PROVIDE SERVICES TO THE UNCURED SITE(S), THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

A. REGULATORY FINE PROTECTION. IF DURING THE TERM OF THIS AGREEMENT, A FINE IS ASSESSED AGAINST CUSTOMER BY A MUNICIPAL, STATE OR FEDERAL GOVERNMENTAL AGENCY BASED SOLELY UPON AN INFESTATION OF ANY PESTS COVERED BY THIS AGREEMENT, TERMINIX SHALL PAY TO CUSTOMER AN AMOUNT EQUAL TO SUCH FINE PLUS AN ADDITIONAL 10% OF SUCH AMOUNT (THE "FINE REIMBURSEMENT PAYMENT"). PROVIDED, HOWEVER, THAT TERMINIX SHALL HAVE NO OBLIGATION TO PAY TO CUSTOMER THE FINE REIMBURSEMENT PAYMENT UNLESS: (A) AT THE TIME OF THE ASSESSMENT, CUSTOMER HAS FULLY SATISFIED ALL OUTSTANDING PAYMENT OBLIGATIONS UNDER THIS AGREEMENT AND IS NOT OTHERWISE IN BREACH OF THIS AGREEMENT; (B) AT THE TIME OF THE ASSESSMENT, CUSTOMER HAS CORRECTED TO TERMINIX'S REASONABLE SATISFACTION ALL CONDITIONS CONDUCTIVE TO PEST BREEDING AND HARBORAGE AS RECOMMENDED BY TERMINIX PURSUANT TO SECTIONS 6 AND 8 OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY SANITATION AND STRUCTURAL RECOMMENDATIONS; AND (C) PRIOR TO PAYMENT OF THE ASSESSED FINE TO THE GOVERNMENTAL AGENCY, TERMINIX IS AFFORDED A REASONABLE OPPORTUNITY TO ATTEMPT TO MITIGATE, REDUCE OR ELIMINATE SUCH FINE THROUGH THE FILING OF ADMINISTRATIVE AND/OR JUDICIAL PROCEEDINGS ON BEHALF OF CUSTOMER. IN SUCH EVENT, TERMINIX MAY RETAIN COUNSEL, AT THE SOLE COST OF TERMINIX, TO REPRESENT CUSTOMER AND TERMINIX. TERMINIX SHALL CONTROL THE PROCEEDINGS BUT SHALL REGULARLY CONSULT WITH CUSTOMER REGARDING THE STATUS OF THE PROCEEDINGS. CUSTOMER SHALL REASONABLY COOPERATE WITH TERMINIX AND COUNSEL IN THE PROSECUTION OF THE ACTION INCLUDING GATHERING OF EVIDENCE AND PROVISION OF TESTIMONY IN SUPPORT OF THE ACTION AS REQUESTED BY SUCH COUNSEL.

5. ACCESS TO PROPERTY. Customer must allow Terminix access to the structures for any purpose contemplated by this Agreement, including but not limited to inspections, whether the inspections were requested by the Customer or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.

6. CUSTOMER COOPERATION. Customer's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and habitation of pests covered by this contract are reported in writing by Terminix to the Customer, and are not corrected by Customer, Terminix cannot ensure effective Services. If Customer fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Customer as an extra charge.

7. LIMITATION OF LIABILITY, LIMITED WARRANTY. EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT PESTS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.

8. WATER LEAKAGE. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structures on the premises, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Customer is responsible for making timely repairs as necessary to stop the leakage. Customer's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

9. OWNERSHIP TRANSFER. Upon transfer of ownership of the structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the service charges upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised service charges, this Agreement will terminate automatically as of the date of the change of ownership.

10. FORCE MAJEURE. Terminix shall not be liable to Customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection, or sabotage.

11. ADDITIONAL DISCLAIMERS. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms except as specifically provided herein; (b) moisture conditions, including
but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems, including but not limited to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Customer to properly care at Customer's expense any condition that prevents proper treatment or inspection or is conducive to pest infestation.

12. CHANGE IN LAW. Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the service charges or terminate this Agreement.

13. NON-PAYMENT, DEFAULT. In case of non-payment or default by the Customer, Terminix has the right to terminate this Agreement. In addition, cost of collection including reasonable attorney’s fees shall be paid by the Customer, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.

14. CHANGE IN TERMS. At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Customer in advance of any such change, and Customer may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.

15. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

16. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator’s decision shall be final, binding, and non-appellable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “Class Action Waiver.” Venue for arbitration hereunder shall lie in Memphis, TN.

17. CLASS ACTION WAIVER. Any Claim must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

18. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 16 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

19. ENTIRE AGREEMENT. This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

Signature:  
Email: lruiz@lbsd.k12.ca.us
TOPIC: APPROVAL OF CONTRACT WITH FIREFLY COMPUTERS FOR N-COMPUTING HARDWARE AND TECHNICAL SERVICES

RECOMMENDATION FOR THE BOARD: The Board accept the contract with Firefly Computers for N-Computing hardware and technical services.

DESCRIPTION: Attached is a copy of the quote for Firefly Computers to conduct business with the District. This agreement provides two servers with 45 N-Computing stations and technical support to the district. These new stations would replace the Dell Lab XP computers which are no longer supported by Windows. It is the recommendation of the Superintendent that we accept the quote and purchase the new equipment and technical services.

FISCAL IMPACT: $19,840
“Specializing in turn-key desktop virtualization solutions that work”

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<th>Customer</th>
<th>Account Manager</th>
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<tr>
<td>Luther Burbank School District</td>
<td>Steve Dimitroff</td>
</tr>
<tr>
<td>Dr. Michelle Richardson</td>
<td>Direct: 612-326-1810</td>
</tr>
<tr>
<td>Phone: (408) 295-2450</td>
<td>Fax: 612-392-2155</td>
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<tr>
<td>Email: <a href="mailto:mrichardson@lbsd.k12.ca.us">mrichardson@lbsd.k12.ca.us</a></td>
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<td>FireFly Computers Optimization Suite for vSpace™</td>
<td>NComputing vSpace Server™ 6 Preloaded</td>
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<tr>
<td>NComputing L300 Desktop Virtualization Device</td>
<td>3 Year On-Site Warranty with Advance Exchange</td>
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</tr>
<tr>
<td>FireFly Advantage Pack - 1 Year</td>
<td>Unlimited Technical Support with FireFly Computers Engineers</td>
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<tr>
<td>-Access to All FireFly Computers created vSpace Server Enhancements</td>
<td>Advance Hardware Replacement on all NComputing</td>
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<tr>
<td>Server 2012R2 Remote Desktop Services Device CAL, Academic</td>
<td>$25.00</td>
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<td>Server 2012R2 Standard, Academic</td>
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<td>20&quot; LED Monitor, NComputing Device Mountable</td>
<td>$99.00</td>
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<td>Logitech USB Keyboard and Mouse Combo</td>
<td>$17.00</td>
<td>$765.00</td>
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<tr>
<td>1 Year vSpace Server Standard Support</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>

Special Offers / Notes
- Freight is Included

Please fax purchase orders to 612-392-2155
TOPIC: APPROVAL OF CONTRACT WITH WATERFORD INSTITUTE FOR PROVISION OF ANNUAL TECHNICAL SERVICES

RECOMMENDATION FOR THE BOARD: The Board accept the contract with Waterford Institute for annual technical services for 2014-15.

DESCRIPTION: Attached is a copy of the contract for the annual service agreement with Waterford Institute to conduct business with the District. This agreement provides annual technical support to the district. The District has a long-standing relationship with Waterford Institute and it is the recommendation of both our CBO and the Superintendent that we accept the agreement.

To: Luther Burbank  
4 Wabash Ave  
San Jose, CA 95128

This is a price quotation for customer's convenience only and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Waterford Research Institute. Not responsible for typographical or other errors. Waterford's standard licensing terms and conditions will apply to any order.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for such taxes or duties that may apply; if the customer is tax-exempt, evidence of such tax exemption must be provided or else you will be charged sales tax.

Notes:

Providing every child the finest education possible, through the development of high-quality educational models, programs, and software.
TOPIC: PERSONNEL REPORT

RECOMMENDATION: The Board of Education approve the personnel items as indicated below.

DESCRIPTION: EMPLOYMENT:

Certificated:
Molly Wolter (4th Grade Teacher)
Sandy Brooks (Teacher on Special Assignment - change of status)

Classified:
Raquel Acosta (Instructional Aide SDC)

Unrepresented:
Maria Sierra (Reader)

EXTRA DUTY:

Certificated:
Attendance of SELPA Meeting – Saidi Ruiz - $700
Leadership Team Training: July 27-28: Heller, Boostani, Egan, Balangue, Villarreal, Marin, Diehl, Emerson & Ruiz ($40/hour)
BTSA Support Providers: Segura, Brooks, Heller, Kruljac, Ruiz, Belangue
After-School Coordinator: KJ Lee ($40/hour)
MIS Database: Emerson ($40/hour)

RESIGNATIONS:

Certificated:
Marcela Olaciregui (2nd Grade Teacher)

FISCAL IMPACT: Included in budget for fiscal year 2014-2015
TOC: OPENING OF NEGOTIATIONS FOR THE 2014-15 SCHOOL YEAR FOR LBEA (CTA/NEA)

RECOMMENDATION: The governing board conduct a public hearing regarding the LBEA Contract Reopener Proposals.

DESCRIPTION: Attached is a letter from the Luther Burbank Teacher Association expressing their desire to open negotiations for the 2014-15 school year.

FISCAL IMPACT: N/A at this time
Luther Burbank Education Association  
2014-2015 SUNSHINE PROPOSAL  
August 30, 2014

TO: Michelle Richardson  
Superintendent, LBSD  

RE: LBEA Sunshine Proposal

Dear Dr. Richardson,

Pursuant to the Educational Employment Relations Act, this letter constitutes the LBEA sunshine notice. The Association hereby submits its initial bargaining proposal for the upcoming negotiations. Please place this on the September LBSD Board of Trustees meeting agenda for the purpose of publically noticing our initial proposals.

<table>
<thead>
<tr>
<th>Article 1</th>
<th>Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 2</td>
<td>Hours of employment</td>
</tr>
<tr>
<td>Article 4</td>
<td>Health and welfare benefits</td>
</tr>
<tr>
<td>Appendix A</td>
<td>Rules regarding salary schedule</td>
</tr>
<tr>
<td>Common Core</td>
<td>Effects and implications of Common Core and monies received for its implementation.</td>
</tr>
<tr>
<td>New proposal</td>
<td>Prep time</td>
</tr>
</tbody>
</table>

Regards,

Fadi Saba,  
President, LBEA

Frances Heller,  
Chair, Bargaining Committee
TOPIC: OPENING OF NEGOTIATIONS FOR THE 2014-15 SCHOOL YEAR FOR LBEA (CTA/NEA) – DISTRICT PROPOSAL

RECOMMENDATION: The governing board conduct a public hearing regarding the LBEA Contract Reopener Proposals.

DESCRIPTION: Attached is a letter from the District expressing their desire to open negotiations with LBEA for the 2014-15 school year.

FISCAL IMPACT: N/A at this time
Luther Burbank School District

INITIAL PROPOSAL

In Negotiations with

The Luther Burbank Education Association, CTA/NEA

September 2, 2014

In negotiations for a successor to the collective bargaining agreement between the Luther Burbank School District and the Luther Burbank Education Association, CTA/NEA, the District proposes to negotiate the following:

Article 1 – Wages

Article 2 – Hours of Employment

Article 4 – Health and Welfare Benefits

Article 5 – Leave and Reassignment Policies

Article 7 – Class Size

Article 8 – Evaluation Procedures

Appendix A – Rules Regarding Salary Schedule

Appendix C – Evaluation Procedure

The District reserves the right to open negotiations on other articles of the agreement consistent with its obligations under the public notice provisions of the Educational Employment Relations Act.
TOPIC: OPENING OF NEGOTIATIONS FOR THE 2014-15 SCHOOL YEAR FOR AFSCME (Classified)

RECOMMENDATION: The governing board conduct a public hearing regarding the AFSCME Contract Reopener Proposals.

DESCRIPTION: Attached is a letter from AFSCME (Classified Bargaining) expressing their desire to open negotiations for the 2014-15 school year.

FISCAL IMPACT: N/A at this time
September 4, 2014

Dr. Michelle Richards
Superintendent
Luther Burbank School District
4 Wabash Avenue
San Jose, CA 95128

Re: Initial Bargaining Proposals to Commence Negotiations for New Successor Agreement

Dear Dr. Richards:

Pursuant to the Collective Bargaining Agreement between the Luther Burbank School District and AFSCME Local 101, we are hereby serving notice of our intent to reopen the following Articles in anticipation of our upcoming negotiations.

Article 1 – Compensation
AFSCME will propose to negotiate and enhance a compensation package to be fair and equitable to recruit and retain employees; improve longevity, enhance shift differential, and reconstruct the salary step structure and salary ranges.

Article 3 – Health and Welfare Benefits
AFSCME will propose that the parties collectively review the district’s health and welfare benefits plans to ensure that employees are receiving quality benefits at an affordable cost; to ensure the plans are structured to help identify and treat potential health concerns before major medical problems occur.

Article 4 – Leave and Transfer Policies
AFSCME will propose to clarify and improve language consistent with the California Education Code and state and/or federal laws.

Article 5 – Layoff and Reemployment
AFSCME will propose to amend language to clarify layoff rights of bargaining unit employees in accordance with the California Education Code.

Article 12 – Effect of Agreement
AFSCME proposes to amend the language in this section to be current with the contractual terms of the new successor agreement.

Article 13 – Term of Agreement
AFSCME is interested in negotiating in good faith contractual terms beneficial for all parties.

American Federation of State County and Municipal Employees, AFL-CIO
New Article – Non-Discrimination
AFSCME will propose new language to reflect changes in laws, rules/regulations pertaining to bullying, discrimination, harassment, retaliation and hostile work environment.

Please be advised the list of proposals is not exhaustive. AFSCME reserves the right to add, modify or delete proposals during the course of negotiations, in accordance with the parties’ ground rules and applicable laws.

Sincerely,

[Signature]

Business Agent

cc: Dominga Ramirez, President, Bargaining Team Member
Carlos Casas, Vice President, Bargaining Team Member
AFSCME Bargaining Unit Members
TOPIC: OPENING OF NEGOTIATIONS FOR THE 2014-15 SCHOOL YEAR FOR AFSCME – DISTRICT PROPOSAL

RECOMMENDATION: The governing board conduct a public hearing regarding the AFSCME Contract Reopener Proposals.

DESCRIPTION: Attached is a letter from the District expressing their desire to open negotiations with AFSCME (Classified Bargaining Unit) for the 2014-15 school year.

FISCAL IMPACT: N/A at this time
In negotiations for a successor to the collective bargaining agreement between the Luther Burbank School District and AFSCME, Local 101, the District proposes the following:

**Article 1 – Compensation**
- The District is interested in reviewing compensation for unit members consistent with the District’s budget

**Article 3 – Health and Welfare Benefits**
- The District is interested in reviewing the cost of unit member benefits consistent with the District’s budget

**Article 4 – Leave and Transfer Policies**
- The District is interested in updating language of the collective bargaining agreement

**Article 13 – Term of Agreement**
- The District is interested in agreeing to a multi-year collective bargaining agreement

The District reserves the right to open negotiations on other articles of the agreement consistent with its obligations under the public notice provisions of the Educational Employment Relations Act.
TOPIC: UN-AUDITED ACTUALS FOR 2013-14 AND REVISED BUDGET FOR 2014-15

RECOMMENDATION: Approve the 2013-14 Unaudited Actuals and 2014-15 Revised Budget Financial Reports.

DESCRIPTION: The County Superintendent of Schools requires that Boards approve 2013-14 Unaudited Actual Financial Reports and that the clerk or secretary of the Board provide the required original signature on the documents to be submitted to the County Office of Education. Superintendent and CBO recommend approval.

FISCAL IMPACT: The district received a positive certification that we will remain solvent during the current and two subsequent fiscal years.
TOPIC: ESTABLISHING THE 2014-15 GANN LIMIT

RECOMMENDATION: The Board adopt Resolution #09-09-14-01 Establishing the 2014-15 Gann Limit.

DESCRIPTION: When Proposition 4 passed in 1979, it added Article XIII-B to the State Constitution and placed limits on the growth in appropriations made by the State of California and local governments including school districts. The essence of Proposition 4 is that, for each entity of government, "appropriations subject to limitations" in each year cannot exceed a computed appropriation limit, popularly called the "Gann Limit."

SB98 (chapter 82/89) and AB 198 (Chapter 93/89) amended the statutes which determine how K-12 school districts and county offices of education calculate their appropriations limits and the state aid subject to those limits. The new methodology involves a calculation of the preceding year's Gann Limit, followed by the calculations of the budget year's Gann Limit. Any increase to the appropriations limit is permanent and is reported to the State Department of Finance.

Upon adoption of the attached resolution, the District establishes the actual Gann appropriations Limit to be $3,491,805 for 2013-14, and the estimated appropriations limit to be $3,468,794 for 2014-15.

FISCAL IMPACT: N/A
RESOLUTION # 09-09-14-01

ESTABLISHING THE 2013-2014 GANN LIMIT

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

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

WHEREAS, the District must establish a revised Gann Limit for the 2013-14 fiscal year in accordance with the provisions of article XIII-B and applicable statutory laws; and,

WHEREAS, Government Code Section 7902.1 provides that school districts may increase their Gann Limits under specified circumstances;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of Gann Limits for 2013-14 and 2014-15 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriation in the Budget for the 2013-14 and 2014-15 fiscal years do not exceed the limitations imposed by Proposition 4;

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

PASSED AND ADOPTED by the Governing Board of Luther Burbank School District this 9th day Of September, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Ramiro Sandoval, Clerk of the Governing Board of the Luther Burbank School District of Santa Clara County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

Ramiro Sandoval, Clerk of the Governing Board
### A. PRIOR YEAR DATA

(2012-13 Actual Appropriations Limit and Gann ADA are from district's prior year (Gann data reported to the CDE))

<table>
<thead>
<tr>
<th>2012-13 Actual</th>
<th>2013-14 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extracted</strong></td>
<td><strong>Adjusted</strong></td>
</tr>
<tr>
<td>Data</td>
<td>Totals</td>
</tr>
<tr>
<td>3,293,083.09</td>
<td>3,293,083.09</td>
</tr>
<tr>
<td>540.69</td>
<td>540.69</td>
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</table>

#### ADJUSTMENTS TO PRIOR YEAR LIMIT

1. **Distinct Lapses, Reorganizations and Other Transfers**
2. **Temporary Quota Approved Increases**
3. **Less: Lapses of Voter Approved Increases**
4. **TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT** (Lines A3 plus A4 minus A5)

5. **ADJUSTMENTS TO PRIOR YEAR ADA**
   - (Only for distinct lapses, reorganizations and other transfers, and if adjustments to the appropriated limit are entered in Line A3 above)

<table>
<thead>
<tr>
<th>2013-14 P2 Report</th>
<th>2014-15 P2 Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extracted</strong></td>
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<td>545.42</td>
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<td>545.42</td>
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</tbody>
</table>

### B. CURRENT YEAR GANN ADA

(2013-14 data should be to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)

1. Total K-12 ADA (Form A, Line A6)
2. Total Charter Schools ADA (Form A, Line C4)
3. **TOTAL CURRENT YEAR P2 ADA** (Line B1 plus B2)

### C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED

**TAXES AND SUBVENTIONS** (Funds 01, 09, and 62)

<table>
<thead>
<tr>
<th>2013-14 Actual</th>
<th>2014-15 Budget</th>
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</thead>
<tbody>
<tr>
<td><strong>Extracted</strong></td>
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<td>905,633.63</td>
<td>0.00</td>
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</tbody>
</table>
| **OTHER LOCAL REVENUES** (Funds 01, 09, and 62)
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)
18. **TOTAL LOCAL PROCEEDS OF TAXES** (Lines C16 plus C17)

<table>
<thead>
<tr>
<th>2013-14 Actual</th>
<th>2014-15 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extracted</strong></td>
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<td>0.00</td>
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</tbody>
</table>
**EXCLUDED APPROPRIATIONS**

19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)

OTHER EXCLUSIONS

20. Americans with Disabilities Act

21. Unreimbursed Court Mandated Desegregation Costs

22. Other Unfunded Court-ordered or Federal Mandates

23. TOTAL EXCLUSIONS (Lines C19 through C22)

**STATE AID RECEIVED (Funds 01, 09, and 62)**

24. LCFF - CY (objects 8011 and 8012)

25. LCFF: Revenue Limit State Aid - Prior Years (Object 8019)

26. Class Size Reduction, Grades K-3 (Object 8434)

27. TOTAL STATE AID RECEIVED (Lines C24 through C26)

**DATA FOR INTEREST CALCULATION**

28. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)

29. Total Interest and Return on Investments (Funds 01, 09, and 62, objects 8660 and 8662)

**APPROPRIATION LIMIT CALCULATIONS**

D. PRELIMINARY APPROPRIATION LIMIT

1. Revised Prior Year Program Limit (Lines A1 plus A6)

2. Inflation Adjustment

3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)

4. PRELIMINARY APPROPRIATION LIMIT (Lines D1 times D2 times D3)

**APPROPRIATIONS SUBJECT TO THE LIMIT**

5. Local Revenues Excluding Interest (Line C18)

6. Preliminary State Aid Calculation
   a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C27 or less than zero)
   b. Maximum State Aid in Local Limit (Lesser of Line C27 or Lines D4 minus D5 plus C23; but not less than zero)
   c. Preliminary State Aid in Local Limit (Greater of Lines D5a or D6b)

7. Local Revenues in Proceeds of Taxes
   a. Interest Counting in Local Limit (Line C29 divided by [Lines C28 minus C29] times [Lines D5 plus D6c])
   b. Total Local Proceeds of Taxes (Lines D5 plus D7a)

8. State Aid in Proceeds of Taxes (Greater of Line D5a, or Lines D4 minus D7b plus C23; but not greater than Line C27 or less than zero)

9. Total Appropriations Subject to the Limit
   a. Local Revenues (Line D7a)
   b. State Subventions (Line D8)
   c. Less: Excluded Appropriations (Line C23)
   d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D5a plus D8 minus D23)

---

<table>
<thead>
<tr>
<th>2013-14 Calculations</th>
<th>Entered Data Adjustments</th>
<th>2014-15 Calculations</th>
<th>Entered Data Adjustments</th>
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<td><strong>Entered</strong></td>
<td><strong>Extracted</strong></td>
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</tr>
<tr>
<td>Data</td>
<td>Totals</td>
<td>Data</td>
<td>Totals</td>
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<tr>
<td>19. Medicare</td>
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<tr>
<td>20. Americans with Disabilities Act</td>
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<tr>
<td>21. Unreimbursed Court Mandated Desegregation Costs</td>
<td></td>
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<tr>
<td>22. Other Unfunded Court-ordered or Federal Mandates</td>
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<tr>
<td>23. TOTAL EXCLUSIONS</td>
<td>0.00</td>
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<tr>
<td>24. LCFF - CY</td>
<td>2,730,520.00</td>
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<td>3,302,120.00</td>
</tr>
<tr>
<td>25. LCFF: Revenue Limit State Aid - Prior Years</td>
<td>(3,660.00)</td>
<td>(3,660.00)</td>
<td>0.00</td>
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<tr>
<td>26. Class Size Reduction, Grades K-3</td>
<td>0.00</td>
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<tr>
<td>27. TOTAL STATE AID RECEIVED</td>
<td>2,726,860.00</td>
<td>3,302,120.00</td>
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<tr>
<td>28. Total Revenues</td>
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<td>4,824,158.00</td>
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<tr>
<td>29. Total Interest and Return on Investments</td>
<td>9,127.45</td>
<td>12,960.00</td>
<td>12,960.00</td>
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<tr>
<td><strong>APPROPRIATION LIMIT</strong></td>
<td><strong>2013-14 Actual</strong></td>
<td><strong>2014-15 Budget</strong></td>
<td></td>
</tr>
<tr>
<td>1. Revised Prior Year Program Limit</td>
<td>3,293,083.09</td>
<td>3,491,805.64</td>
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</tr>
<tr>
<td>2. Inflation Adjustment</td>
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<tr>
<td>3. Program Population Adjustment</td>
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<tr>
<td>4. PRELIMINARY APPROPRIATION LIMIT</td>
<td>3,491,805.64</td>
<td>3,468,794.26</td>
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<tr>
<td>5. Local Revenues Excluding Interest</td>
<td>905,633.63</td>
<td>905,634.00</td>
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</tr>
<tr>
<td>6. Preliminary State Aid Calculation</td>
<td></td>
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</tr>
<tr>
<td>a. Minimum State Aid in Local Limit</td>
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<tr>
<td>c. Preliminary State Aid in Local Limit</td>
<td>2,586,172.01</td>
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</tr>
<tr>
<td>7. Local Revenues in Proceeds of Taxes</td>
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</tr>
<tr>
<td>a. Interest Counting in Local Limit</td>
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<td>b. Total Local Proceeds of Taxes</td>
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<td>8. State Aid in Proceeds of Taxes</td>
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<td></td>
</tr>
<tr>
<td>a. Interest Counting in Local Limit</td>
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</tr>
<tr>
<td>b. Total Local Proceeds of Taxes</td>
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<tr>
<td>9. Total Appropriations Subject to the Limit</td>
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</tr>
<tr>
<td>a. Local Revenues</td>
<td>912,877.17</td>
<td>2,578,928.47</td>
<td>0.00</td>
</tr>
<tr>
<td>b. State Subventions (Line D8)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Less: Excluded Appropriations (Line C23)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT</td>
<td>3,491,805.64</td>
<td>3,468,794.26</td>
<td></td>
</tr>
</tbody>
</table>
10. Adjustments to the Limit Per
   Government Code Section 7992.5
   (Line D9d minus D4; if negative, then zero)

   If not zero report amount to:
   Michael Cohen, Director
   State Department of Finance
   Attention: School Gann Limits
   State Capitol, Room 1145
   Sacramento, CA 95814

   Summary

   11. Adjusted Appropriations Limit
       (Lines D4 plus D10)
   12. Appropriations Subject to the Limit
       (Line D9d)

   * Please provide below an explanation for each entry in the adjustments column.

<table>
<thead>
<tr>
<th>2013-14 Calculations</th>
<th>2014-15 Calculations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extracted Date</strong></td>
<td><strong>Entered Data</strong></td>
</tr>
<tr>
<td><strong>Adjustments</strong></td>
<td><strong>Totals</strong></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td><strong>Date</strong></td>
</tr>
<tr>
<td>0.00</td>
<td>3,491,805.64</td>
</tr>
<tr>
<td></td>
<td>3,468,764.26</td>
</tr>
</tbody>
</table>

Rodolfo Avalos-Sanchez
Gann Contact Person
(408) 295-2450 Ext. 237
Contact Phone Number
TOPIC: CLOSE THE ANNUAL REPAYMENT/EARTHQUAKE TAX OVERRIDE FUND

RECOMMENDATION: Adopt Resolution #09-09-14-02 requesting dissolution of the Annual Repayment/Earthquake Tax Override Fund 530.

DESCRIPTION: The board must adopt a resolution in order to dissolve the Annual Repayment/Earthquake Tax Override Fund. This fund has been referred to as Fund 530. After dissolution, the remaining funds, 773.29, will be transferred to the unrestricted general fund.

FISCAL IMPACT: 773.29 to General Fund
Luther Burbank School District
4 Wabash Avenue
San Jose, CA 95128

RESOLUTION #09-09-14-02

Authorizing Closure of Annual Repayment/Earthquake Tax Override Fund 530

WHEREAS, the Annual Repayment/Earthquake Tax Override Fund 530 has served its intended purposes;

and

WHEREAS, the Board of Trustees of the Luther Burbank School District desires to close the Annual Repayment/Earthquake Tax Override Fund 530

and

NOW, THEREFORE, BE IT RESOLVED that this Board authorizes that Fund 530 be closed and balances transfer to the unrestricted general Fund.

AND BE IT FURTHER RESOLVED that the Board of Trustees delegates authority to assign fund balances for specific purposes to the Superintendent and the Chief Business Official of the District.

PASSED AND ADOPTED by the Luther Burbank School District at their regular meeting September 9, 2014, by the following vote:

PASSED AND ADOPTED by the Governing Board of Luther Burbank School District at their regular meeting September 9, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Lorraine Garza, President of the Governing Board of the Luther Burbank School District of Santa Clara County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

Lorraine Garza, President of the Governing Board
TOPIC: ESTABLISH A SPECIAL RESERVE FUND FOR OTHER POST-EMPLOYMENT BENEFITS

RECOMMENDATION: Adopt Resolution #09-09-14-03 requesting establishment of a Special Reserve Fund for Other Post-Employment Benefits.

DESCRIPTION: The board must adopt a resolution in order to set up a Special Reserve Fund for Other Post-Employment Benefits in our District Budget to deal with our other post-employment benefits liabilities. This fund would be referred to as Fund 200. Education Code Section 42840 allows for the establishment of such fund.

FISCAL IMPACT: N/A
RESOLUTION #09-09-14-03

ESTABLISH A SPECIAL RESERVE FUND FOR POST-EMPLOYMENT BENEFITS

WHEREAS, the Board of the Luther Burbank School District whishes to establish a Special Reserve Fund for Post-Employment Benefits, referred to as Fund 200; and

WHEREAS, Education code Sections 42840 allows for the establishment of a Special Reserve Fund for Post-Employment Benefits.

NOW, THEREFORE, BE IT RESOLVED that the Luther Burbank School District’s Board of Trustees does hereby establish a School Facilities Fund for the Year 2014-15 and such fund shall remain unless terminated in accordance with Education Code 17070.10-17070.90.

PASSED AND ADOPTED by the Governing Board of Trustees of the Luther Burbank School District at the special meeting of the Board held on the 9th day of September 2014 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

I do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Trustees of the Luther Burbank School District at the special meeting thereof, held at its regular place of meeting on the date shown above and by the vote as stated, which resolution is on file in the office of said Board.

______________________________
Ramiro Sandoval, Clerk
Luther Burbank School District
Governing Board of Trustees
TOPIC: APROVAL OF RESOLUTION #09-09-14-04 REGARDING THE EDUCATION PROTECTION ACCOUNT

RECOMMENDATION: The Board adopt Resolution #09-09-14-04 regarding the District expenses for 2013-14 and projections for 2014-15 in the Education Protection Account (EPA).

DESCRIPTION: The Education Protection Account (EPA) provides local educational agencies (LEAs) with general purpose state aid funding pursuant to Proposition 30, the Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012. The EPA funding is a component of an LEA's total Local Control Funding Formula (LCFF) revenue.

FISCAL IMPACT: $582,135 Revenue and Expenditures from 2013-14
WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;
WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Education of the Luther Burbank School District as follows:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Luther Burbank District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Luther Burbank School District has determined to spend the monies received from the Education Protection Act on current certificated teacher salaries and benefits.

PASSED AND ADOPTED this day, September 9, 2014, by the following vote:

AYES: NOES: ABSTAIN: ABSENT: APPROVED:

______________________________
Lorraine Garza, Board President

Attest:

______________________________
Ramiro Sandoval, Clerk
## Fiscal Year 2013-2014
### Education Protection Account (EPA)
(Unaudited Actual as of June 30th., 2014)

<table>
<thead>
<tr>
<th>Object</th>
<th>Description</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>9110</td>
<td>CASH IN COUNTY TREASURY</td>
<td>0</td>
</tr>
<tr>
<td>9519</td>
<td>ACCTS PAYABLE-UNMPLYMT INS</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><strong>Begining balance</strong></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

### Revenue

<table>
<thead>
<tr>
<th>Object</th>
<th>Description</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>8012</td>
<td>Education Protection Acct (EPA)</td>
<td>582,135.00</td>
</tr>
<tr>
<td></td>
<td><strong>Begining Balance + Revenue</strong></td>
<td><strong>$ 582,135.00</strong></td>
</tr>
</tbody>
</table>

### Expenditure

<table>
<thead>
<tr>
<th>Object</th>
<th>Description</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1110</td>
<td>REG CLASSROOM TEACHERS</td>
<td>485,307.91</td>
</tr>
<tr>
<td>3101</td>
<td>STRS - CERTIFICATED</td>
<td>39,923.96</td>
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<tr>
<td>3321</td>
<td>MEDICARE-CERTIFICATED</td>
<td>6,876.81</td>
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<tr>
<td>3401</td>
<td>HEALTH &amp; WELFARE-CERTFD</td>
<td>41,584.31</td>
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<tr>
<td>3501</td>
<td>STATE UNEMPLOYMNT-CERTIFD</td>
<td>237.18</td>
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<tr>
<td>3601</td>
<td>WORKERS COMP- CERTIFICATD</td>
<td>8,204.83</td>
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<tr>
<td></td>
<td><strong>Expenditure</strong></td>
<td><strong>$ 582,135.00</strong></td>
</tr>
</tbody>
</table>

### Carryover Balance

|              |                                          | **$ -**    |

**RAS: FY1314 & FY1415 EPA Account**
## Fiscal Year 2014-2015

### Education Protection Account (EPA)

(Estimated Budget)

<table>
<thead>
<tr>
<th>Object</th>
<th>Description</th>
<th>Year to date Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>9110</td>
<td>CASH IN COUNTY TREASURY</td>
<td>0</td>
</tr>
<tr>
<td>9519</td>
<td>ACCTS PAYABLE-UNMPLYMT INS</td>
<td>0</td>
</tr>
</tbody>
</table>

Begining balance

| Revenue        | Education Protection Acct (EPA)           | 604,240.00            |

<table>
<thead>
<tr>
<th>Expenditure</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1110</td>
<td>REG CLASSROOM TEACHERS</td>
<td>488,368.00</td>
</tr>
<tr>
<td>3101</td>
<td>STRS - CERTIFICATED</td>
<td>39,401.00</td>
</tr>
<tr>
<td>3321</td>
<td>MEDICARE-CERTIFICATED</td>
<td>6,992.00</td>
</tr>
<tr>
<td>3401</td>
<td>HEALTH &amp; WELFARE-CERTFD</td>
<td>54,066.00</td>
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<tr>
<td>3501</td>
<td>STATE UNEMPLOYMNT-CERTIFD</td>
<td>4,697.00</td>
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<tr>
<td>3601</td>
<td>WORKERS COMP- CERTIFICATD</td>
<td>10,716.00</td>
</tr>
</tbody>
</table>

Total Expenditure: $604,240.00

Carryover Balance: $ -

RAS: FY1314 & FY1415 SPA Account
REPORT TO THE BOARD

DATE: September 4, 2014

SUBJECT: Approval – Resolution 09-09-14-04 Regarding the Education Protection Account
EPA for 2013-14 and 2014-15

Background:

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012 temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). EPA funds are based on the proportionate share of the statewide revenue limit amount. A corresponding reduction is made to the local education agency’s revenue limit equal to the amount of their EPA entitlement.

The Revenue Limit is now comprised of three funding sources: State Aid, EPA and Property Taxes. The addition of a new funding source does not increase the amount of the revenue limit due to the District. The state aid portion is decreased accordingly.

Discussion/Issues:

At the beginning of each year, the Department of Finance will estimate the amount that will be transferred into the EPA. For 2013-14, the amount in EPA cash received is $582,135. For 2014-15, the currently estimate of the EPA amount is $604,240. The funds will be distributed in equal payments quarterly during the last 10 days of September, December, March and June.

EPA revenue funds are deposited into a new restricted resource 1400, using revenue object code 8012.

Along with the new funding source came additional reporting requirements:

1) Each year the Board of Education must approve a spending plan for the EPA money (SCCOE is requesting approval in the form of a board resolution).
2) The EPA funds cannot be used for the salaries or benefits of administrators or administrative costs.
3) The District must publish on its website the amount of EPA money received and how it was spent.
4) An annual audit will be required to verify that EPA funds were spent in accordance with the requirements of Proposition 30. The cost of this audit can be paid with EPA funds.
5) For fiscal years 2013-14 through 2018-19 the spending plan must be approved at the time the budget is adopted.

The temporary taxes expire in fiscal year 2019-2020, when the Local Control Funding Formula is expected to be fully funded.

Spending Plan:

In FY2013-14 the District’s State Aide Revenue Limit entitlement was reduced by $582,135, and the same amount instead was given to the district as revenue for the Education Protection Act funds. The District used 100% EPA funding for current certificated teacher salaries and related benefits. For the FY2014-15, 100% of the $604,240 EPA funding will be used for certificated teacher salaries and related benefits.

The EPA amount for fiscal year 2013-14 is $582,135 and the estimated EPA for fiscal year 2014-15 is $604,240.
TOPIC: BOARD POLICIES FOR LBSD

INFORMATION: FIRST READING: BOARD POLICIES 0200, 0410, 0420, 0420.4, 0460, 0500, 1250, 1312.3, 1325, 1330, and 1431

DESCRIPTION: The District is in the process of reviewing and updating the LBSD Board Policies which were last reviewed February 2012. It is the intent of the District to update each section of the policies in its entirety as recommended by CSBA. The process requires a first reading and then adoption at a subsequent meeting to allow the public sufficient notice to comment on the revisions. The Board may choose to waive the first reading and adopt the new policies as presented.

FISCAL IMPACT: N/A
Board Policy
Goals For The School District

BP 0200
Philosophy, Goals, Objectives and Comprehensive Plans

As part of the Board of Trustees's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement and needs of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities and shall be limited in number so as to be reasonably achievable within established timelines.

(cf. 0000—Vision)
(cf. 0100—Philosophy)
(cf. 0000—Role of the Board)

When developing the district's goals, the Board shall consider the following areas:

1. Developing curriculum, assessments, and instructional materials that are aligned with the state's content standards, frameworks, and assessments

(cf. 6141—Curriculum Development and Evaluation)
(cf. 6161.1—Selection and Evaluation of Instructional Materials)
(cf. 6162.51—Standardized Testing and Reporting Program)
(cf. 6162.52—High School Exit Examination)

2. Maintaining a safe and orderly campus which promotes learning

(cf. 0450—Comprehensive Safety Plan)

3. Ensuring that all students achieve proficiency in essential areas of skill and knowledge and attain the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy

(cf. 6142.91—Reading/Language Arts Instruction)
(cf. 6142.92—Mathematics Instruction)
(cf. 6146.1—High School Graduation Requirements)
(cf. 6146.5—Elementary/Middle School Graduation Requirements)
(cf. 6178—Career Technical Education)

4. Providing for the specialized needs of identified groups of students, including providing necessary support and intervention programs and closing the gap between low-achieving and high-achieving students
5. Providing a system of shared accountability for student achievement with clear performance standards and consequences

(cf. 0510—School Accountability Report Card)
(cf. 2140—Evaluation of the Superintendent)
(cf. 4115—Evaluation/Supervision)
(cf. 4215—Evaluation/Supervision)
(cf. 4315—Evaluation/Supervision)
(cf. 9400—Board Self-Evaluation)

6. Promoting student health, nutrition, and physical activity in order to enhance learning

(cf. 2550—Food Service/Child Nutrition Program)
(cf. 5030—Student Wellness)
(cf. 6142.7—Physical Education)
(cf. 6142.8—Comprehensive Health Education)

7. Developing each student's self-respect, respect for others, appreciation for diversity, and sense of personal responsibility

(cf. 5137—Positive School Climate)
(cf. 6142.3—Civic Education)

8. Allocating time and resources for staff collaboration, planning, and professional development activities aligned with the district's goals

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

9. Maintaining fiscal integrity for the district and aligning resources to instructional needs and priorities for student achievement
10. Improving the organization, management, and decision-making structure and capabilities of the district to better support the education of students

(cf. 3460—Financial Reports and Accountability)

11. Employing technology in ways that enhance learning, teaching, and noninstructional operations

(cf. 0140—District Technology Plan)

(cf. 0140—District Technology Plan)

12. Providing and maintaining facilities to meet the needs of present and future students

(cf. 7000—Concepts and Roles)

(cf. 7110—Facilities Master Plan)

13. Maintaining positive relations with parents/guardians and the community, emphasizing communication and inviting participation in the school

(cf. 1100—Communication with the Public)

(cf. 1113—District and School Web Sites)

(cf. 1220—Citizen Advisory Committees)

(cf. 1240—Volunteer Assistance)

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

(cf. 6020—Parent Involvement)

14. Collaborating with other public agencies and private organizations to ensure that children's physical, social, and emotional needs are met

(cf. 1020—Youth Services)

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

Each goal shall include measurable standards, performance indicators, and benchmarks that can be used to determine the district's progress toward meeting that goal.

The Superintendent or designee shall, with the involvement of district staff, develop a strategic plan containing short-term objectives, actions, and timelines designed to enable the district to achieve its long-term goals. The Superintendent or designee shall also ensure that district improvement plans and reform efforts are aligned with the district's goals.
The Superintendent or designee shall ensure that these goals are communicated to staff, parents/guardians, students, and the community and that those groups are given an opportunity to provide feedback to the district about the goals.

Monitoring and Evaluation

The Board shall regularly monitor the progress of the district's efforts in achieving the goals. To that end, the Superintendent or designee shall provide the Board with the necessary data and analysis to help the Board evaluate the effectiveness of the district's efforts. These data shall include an analysis of the progress based on the performance indicators and benchmarks for each goal, as well as other measures of student achievement, such as the Academic Performance Index, Adequate Yearly Progress, student attendance, and graduation rates.

If the Board determines that sufficient progress is not being made toward a particular goal, the Board and Superintendent shall determine what types of additional district resources and support should be provided so that progress in increasing student achievement can be made. District goals shall be revised as necessary.

Legal Reference:

EDUCATION CODE

33127-33129 Standards and criteria for fiscal accountability
33400-33407 CDE evaluation of district programs
44660-44665 Evaluation of certificated employees
51002 Local development of programs based on stated philosophy and goals
51020 Definition of goal
51021 Definition of objective
As part of the Board of Trustees responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities.

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 9000 - Role of the Board)

In developing goals and identifying strategies to achieve those goals, the Board and Superintendent shall solicit input and review from key stakeholders. The Board shall also review and consider quantitative and/or qualitative data, including data disaggregated by student subgroup and school site, to ensure that district goals are aligned with student needs.
Goals shall be established for all students and each numerically significant subgroup as defined in Education Code 52052, which may include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth, and shall address each of the state priorities identified in Education Code 52060 and any additional local priorities established by the Board. These goals shall be incorporated into the district's local control and accountability plan (LCAP). (Education Code 52060, 52062, 52063; 5 CCR 15497)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 6159 - Individualized Education Program)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)

The LCAP shall include a clear description of each goal, one or more of the state or local priorities addressed by the goal, any student subgroup(s) or school site(s) to which the goal is applicable, and expected progress toward meeting the goal for the term of the LCAP and in each year. (5 CCR 15497)

Each year the district's update to the LCAP shall review progress toward the goals and describe any changes to the goals. (Education Code 52060-52061)

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

In addition to the goals identified in the LCAP, and consistent with those goals, the district and each school site may establish goals for inclusion in another district or school plan or for any other purpose. Such goals may address the improvement of governance, leadership, fiscal integrity, facilities, community involvement and collaboration, student wellness and other conditions of children, and/or any other areas of district or school operations. As appropriate, each goal shall include benchmarks or short-term objectives that can be used to determine progress toward meeting the goal.

(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)
(cf. 0440 - District Technology Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

Legal Reference:
EDUCATION CODE
17002 State School Building Lease-Purchase Law, including definition of good repair
42238.01-42238.07 Local control funding formula
44258.9 County superintendent review of teacher assignment
51002 Local development of programs based on stated philosophy and goals
51020  Definition of goal
51021  Definition of objective
51041  Evaluation of the educational program
51210  Course of study for grades 1-6
51220  Course of study for grades 7-12
52050-52059  Public Schools Accountability Act, especially:
52052  Academic Performance Index; numerically significant student subgroups
52060-52077  Local control and accountability plan
60119  Sufficiency of textbooks and instructional materials; hearing and resolution
64000-64001  Consolidated application process
CODE OF REGULATIONS, TITLE 5
15497  Local control and accountability plan template
UNITED STATES CODE, TITLE 20
6311  Accountability, adequate yearly progress
6312  Local educational agency plan

Management Resources:
CSBA PUBLICATIONS
State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013
WEB SITES
CSBA:  http://www.csba.org
California Department of Education: http://www.cde.ca.gov

Policy LUTHER BURBANK SCHOOL DISTRICT
adopted: February 21, 2012 San Jose, California
Revised: September 9, 2014
Board Policy
Nondiscrimination In District Programs And Activities

BP 0410
Philosophy, Goals, Objectives and Comprehensive Plans

The Board of Trustees is committed to equal opportunity for all individuals in education. District programs and activities shall be free from discrimination based on gender, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities.

(cf. 4030—Nondiscrimination in Employment)
(cf. 4032—Reasonable Accommodation)
(cf. 4119.11/4219.11/4319.11—Sexual Harassment)
(cf. 5145.3—Nondiscrimination/Harassment)
(cf. 5145.7—Sexual Harassment)
(cf. 5146—Married/Pregnant/Parenting Students)
(cf. 6145.2—Athletic Competition)
(cf. 6164.4—Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6—Identification and Education Under Section 504)
(cf. 6178—Career Technical Education)
(cf. 6200—Adult Education)

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act.

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

(cf. 6020—Parent Involvement)

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program or meeting.

(cf. 9320—Meetings and Notices)
The Superintendent or designee shall notify students, parents/guardians, employees, employee-organizations and applicants for admission and employment, and sources of referral for applicants—about the district's policy on nondiscrimination. Such notification shall be included in each-announcement, bulletin, catalog, application form or other recruitment materials distributed to these-groups. (34 CFR 104.8, 106.9)

The Superintendent or designee shall also provide information about related complaint procedures.

(ef. 1312.3—Uniform Complaint Procedures)

(ef. 4031—Complaints Concerning Discrimination in Employment)

In compliance with law, the district's nondiscrimination policy shall be published in the individual's—primary language to the extent practicable.

(ef. 5145.6—Parental Notifications)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48098.5 Notices to parents in language other than English

GOVERNMENT CODE

11000 Definitions

11138 Rules and regulations

12900-12906 Fair Employment and Housing Act

54953.2 Brown Act—compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs—receiving state-financial assistance

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness—Title IX
Carl D. Perkins Vocational and Applied Technology Act

State plans

Local education agency plans

UNITED STATES CODE, TITLE 29

Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964 as amended

Title IX

Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

Americans with Disabilities Act

Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

Nondiscrimination in federal programs, effectuating Title VI

Section 504 of the Rehabilitation Act of 1973

Discrimination on the basis of sex, effectuating Title IX, especially:

Dissemination of policy

Management Resources:

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

Protecting Students from Harassment and Hate Crime, January, 1999

Notice of Non-Discrimination, January, 1999


WEB SITES

CDE: http://www.cde.ca.gov

Safe Schools Coalition: http://www.cafeschoolscoalition.org

Pacific Disability and Business Technical Assistance Center: http://www.pacdbtae.org
Policy LUTHER BURBANK SCHOOL DISTRICT

adopted: February 21, 2012 San Jose, California

The Board of Trustees is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48985 Notices to parents in language other than English
51007 Legislative intent: state policy
GOVERNMENT CODE
11000 Definitions
11135 Nondiscrimination in programs or activities funded by state
11138 Rules and regulations
12900-12996 Fair Employment and Housing Act
54953.2 Brown Act compliance with Americans with Disabilities Act
PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans
6312 Local education agency plans

UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:
CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, January 1999
Protecting Students from Harassment and Hate Crime, January 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
2010 ADA Standards for Accessible Design, September 2010

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Safe Schools Coalition: http://www.casafeschools.org
Pacific ADA Center: http://www.adapacific.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:
Policy LUTHER BURBANK SCHOOL DISTRICT

adopted: February 21, 2012 San Jose, California

revised: September 9, 2014
Board Policy
Charter School Authorization

BP 0420.4
Philosophy, Goals, Objectives and Comprehensive Plans

The Board of Trustees believes that charter schools provide one opportunity to implement school-level reform and to support innovations which improve student learning. These schools shall operate under the provisions of their charters, federal laws, specified state laws, and general oversight of the Board.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to gather information about the proposal and suggest components that would align the petition with the district’s vision and goals for student learning. As needed, he/she may work with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to review a submitted petition and the supporting documentation. Such a committee may be used to evaluate the completeness of the proposal, the merits of the proposed educational program, the level of community support, and any concerns that should be addressed by the petitioners. The Superintendent or designee shall also consult with legal counsel as appropriate regarding compliance of the proposal with legal requirements.

(cf. 1220—Citizen Advisory Committees)

In determining whether to grant or deny a charter, the Board shall carefully review the proposed charter and any supplementary information, consider public and staff input, and determine whether the charter petition adequately addresses all the provisions required by law. The Board shall not deny a charter school petition unless specific written factual findings are made pursuant to law and administrative regulation.

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school and adjusted as necessary.

The district shall not require any student to attend a charter school and shall not require any district employee to work at a charter school. (Education Code 47605)

The Board shall ensure that any charter granted by the Board contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but not be limited to, fiscal accountability systems, multiple measures for evaluating the educational program, and regular reports to the Board.

(cf. 0500—Accountability)
The Board shall monitor each charter school to determine whether it makes "adequate yearly progress" as defined by the State Board of Education and federal Title I accountability requirements. If a charter school fails to make adequate yearly progress for two or more consecutive years, the Board shall take action for program improvement in accordance with law, Board policy, and administrative regulations.

(cf. 0520.2 Title I Program Improvement Schools)

The Board may consider converting the district school to a charter school when state or federal law requires restructuring of the school because of low performance or when otherwise deemed beneficial by the district and community.

Legal Reference:

EDUCATION CODE

17280-17317 Field Act
17365-17374 Field Act, fitness for occupancy
41365 Charter school revolving loan fund
42100 Annual statement of receipts and expenditures
42238.51-42238.53 Funding for charter districts
44237 Criminal record summary
44830.1 Certificated employees, conviction of a violent or serious felony
45122.1 Classified employees, conviction of a violent or serious felony
46201 Instructional minutes
47600-47616.7 Charter Schools Act of 1992, as amended
47640-47647 Special education funding for charter schools
47652 Funding of first-year charter schools
48000 Minimum age of admission (kindergarten)
48010 Minimum age of admission (first grade)
48011 Minimum age of admission from kindergarten or other school
51745-51749.3 Independent study
Alternative accountability system

Limited English or low-achieving pupils

Special education

Special education services in charter schools

Assessment of academic achievement, including:

Academic content and performance standards; assessments

Standardized Testing and Reporting Program

High school exit examination

GOVERNMENT CODE

Educational Employment Relations Act

The Ralph M. Brown Act

PENAL CODE

Definition of violent felony

Definition of serious felony

CODE OF REGULATIONS, TITLE 5

Independent study

Charter schools

CODE OF REGULATIONS, TITLE 24

California Building Standards Code

UNITED STATES CODE, TITLE 20

Adequate yearly progress

Qualifications of teachers and paraprofessionals

Charter schools

CODE OF FEDERAL REGULATIONS, TITLE 34
Accountability

Highly qualified special education teachers

COURT DECISIONS


ATTORNEY GENERAL OPINIONS


Management Resources:

CSBA PUBLICATIONS


CSBA ADVISORIES

Charter School Facilities and Proposition 39: Legal Implications for School Districts, September 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Special Education and Charter Schools: Questions and Answers, September 10, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Charter Schools Program, July 2004

The Impact of the New Title I Requirements on Charter Schools, July 2004

WEB SITES

CSBA: http://www.csba.org

California Building Standards Commission: http://www.bsc.ca.gov

California Charter Schools Association: http://www.charterassociation.org

California Department of Education, Charter Schools: http://www.cde.ca.gov/sp/cs
The Board of Trustees recognizes that charter schools may assist the district in offering diverse learning opportunities for district students. In considering any petition to establish a charter school within the district, the Board shall give careful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition for a start-up charter school to be established within the district. In addition, an existing district school may be converted to a charter school when deemed beneficial by the district and community or when state or federal law requires restructuring of the school because of low performance.

(cf. 0520.2 - Title I Program Improvement Schools)

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, he/she also may meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

Approval of Petition
The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to schools best able to provide comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

(cf. 0420.42 - Charter School Renewal)
(cf. 0420.43 - Charter School Revocation)

The Board shall ensure that any approved charter contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but not be limited to, fiscal accountability systems, multiple measures for evaluating the educational program, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall deny any petition to authorize the conversion of a private school to a charter school or that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47602, 47605; 5 CCR 11965)

Any other charter petition shall be denied only if the Board presents written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.

2. The petitioners are demonstrably unlikely to successfully implement the program set
forth in the petition.

3. The petition does not contain the number of signatures required.

4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll disabled students who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Education Code 47605)

Legal Reference:
EDUCATION CODE
220 Nondiscrimination
17078.52-17078.66 Charter schools facility funding; state bond proceeds
17280-17317 Field Act
17365-17374 Field Act, fitness for occupancy
41365 Charter school revolving loan fund
42238.51-42238.53 Funding for charter districts
44237 Criminal record summary
44830.1 Certificated employees, conviction of a violent or serious felony
45122.1 Classified employees, conviction of a violent or serious felony
46201 Instructional minutes
47600-47616.7 Charter Schools Act of 1992
47640-47647 Special education funding for charter schools
47650-47652 Funding of charter schools
51745-51749.3 Independent study
52052 Numerically significant student subgroup, definition
53300-53303 Parent Empowerment Act
56026 Special education
56145-56146 Special education services in charter schools
CORPORATIONS CODE
5110-6910 Nonprofit public benefit corporations
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act
CODE OF REGULATIONS, TITLE 5
4800-4808 Parent Empowerment Act
11700.1-11705 Independent study
11960-11969 Charter schools
CODE OF REGULATIONS, TITLE 24
101 et seq. California Building Standards Code
UNITED STATES CODE, TITLE 20
6316 Program improvement
7223-7225 Charter schools
COURT DECISIONS
ATTORNEY GENERAL OPINIONS

Management Resources:
CSBA PUBLICATIONS
The Role of the Charter School Authorizer, Online Course
Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Sample Copy of a Memorandum of Understanding
Special Education and Charter Schools: Questions and Answers, September 10, 2002
U.S. DEPARTMENT OF EDUCATION GUIDANCE
Charter Schools Program, July 2004
The Impact of the New Title I Requirements on Charter Schools, July 2004
WEB SITES
CSBA: http://www.csba.org
California Charter Schools Association: http://www.calcharters.org
California Department of Education, Charter Schools: http://www.cde.ca.gov/sp/cs

Policy LUTHER BURBANK SCHOOL DISTRICT
adopted: February 21, 2012 San Jose, California
revised: September 9, 2014
Board Policy
Local Control and Accountability Plan

BP 0460 (NEW)
Philosophy, Goals, Objectives and Comprehensive Plans

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

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP), using the template provided by the State Board of Education, which addresses the state priorities specified in Education Code 52060. The LCAP shall be effective for three years and shall be updated on or before July 1 of each year. (Education Code 52060)

In addition, the LCAP shall address any local priorities adopted by the Board.

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

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

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)

To minimize duplication of effort and provide clear direction for program implementation, the LCAP and other district and school plans shall be aligned to the extent possible.

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

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

(cf. 0420 - School Plans/Site Councils)

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

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

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

The Superintendent or designee shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. (Education Code 52060)

(cf. 1220 - Citizen Advisory Committees)
(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish the following committee(s) to review and comment on the LCAP:
(Education Code 52063)

1. A parent advisory committee including at least one parent/guardian of unduplicated students as defined above

2. An English learner parent advisory committee whenever district enrollment includes at least 15 percent English learners and at least 50 students who are English learners

The Superintendent or designee shall present the LCAP or the annual update to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

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

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

(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)
(cf. 9320 - Meetings and Notices)

Adoption of the Plan

Prior to adopting the district budget, but at the same public meeting, the Board shall adopt the LCAP or the annual update. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

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

Submission of Plan to County Superintendent of Schools

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

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

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

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

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals

2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups

3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

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

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

1. Revision of the district's LCAP

2. Revision of the district's budget in accordance with changes in the LCAP

3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:
EDUCATION CODE
17002 State School Building Lease-Purchase Law, including definition of good repair
41020 Audits
42127 Public hearing on budget adoption
42238.01-42238.07 Local control funding formula
44258.9 County superintendent review of teacher assignment
48985 Parental notices in languages other than English
51210 Course of study for grades 1-6
51220 Course of study for grades 7-12
52052 Academic Performance Index; numerically significant student subgroups
52060-52077 Local control and accountability plan
52302 Regional occupational centers and programs
52372.5 Linked learning pilot program
54692 Partnership academies
60119 Sufficiency of textbooks and instructional materials; hearing and resolution
60505.8 California Assessment of Academic Achievement; Academic Content Standards Commission
60811.3 Assessment of language development
64001 Single plan for student achievement
99300-99301 Early Assessment Program
UNITED STATES CODE, TITLE 20
6312 Local educational agency plan
6826 Title III funds, local plans

Management Resources:
CSBA PUBLICATIONS
Impact of Local Control Funding Formula on Board Policies, November 2013
Local Control Funding Formula 2013, Governance Brief, August 2013
State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov

Policy LUTHER BURBANK SCHOOL DISTRICT

adopted: September 9, 2014 San Jose, California
Board Policy
Accountability

BP 0500
Philosophy, Goals, Objectives and Comprehensive Plans

The Board of Trustees recognizes its responsibility to ensure accountability to the public for the performance of the district school. The Board shall regularly review the effectiveness of the district’s programs, personnel, and fiscal operations, with a focus on the district’s effectiveness in improving student achievement. The Board shall establish systems and processes to monitor results and to evaluate the district’s progress toward accomplishing the district’s vision and goals.

(cf. 0000 — Vision)
(cf. 0200 — Goals for the School District)
(cf. 0400 — Comprehensive Plans)
(cf. 2140 — Evaluation of the Superintendent)
(cf. 3400 — Financial Accountability and Reports)
(cf. 4115 — Evaluation/Supervision)
(cf. 4215 — Evaluation/Supervision)
(cf. 4315 — Evaluation/Supervision)
(cf. 6011 — Academic Standards)
(cf. 6141 — Curriculum Development and Evaluation)
(cf. 6190 — Evaluation of the Instructional Program)
(cf. 9000 — Role of the Board)
(cf. 9005 — Governance Standards)
(cf. 9400 — Board Self-Evaluation)

The Board and the Superintendent shall agree upon appropriate measures of district, school, and student performance and shall establish a schedule for providing regular reports to the Board and the public regarding district progress.

(cf. 0510 — School Accountability Report Card)
(cf. 1100 — Communication with the Public)
Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of the review and evaluation of district programs and operations.

Indicators of district progress in improving student achievement shall include, but not be limited to, the Academic Performance Index (API) established by the state's accountability system and measures of "adequate yearly progress" (AYP) required under the federal accountability system:

Following the annual publication of the API and school rankings by the Superintendent of Public Instruction, the Board shall, at a regularly scheduled meeting, discuss the results of the school's annual ranking. (Education Code 52056)

This discussion shall include an examination of scores from the Standardized Testing and Reporting (STAR) program, by grade and student subgroup, including disaggregated data based on socioeconomic status, race/ethnicity, enrollment in special education, English proficiency, and gender.

Evaluation results may be used as a basis for identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support or assistance, awarding incentives or rewards, and establishing other performance-based consequences.

Legal Reference:

EDUCATION CODE

33127-33129 Standards and criteria for fiscal accountability

33400-33407 CDE evaluation of district programs
Evaluation of certificated employees

Evaluation of the educational program

Public Schools Accountability Act

Standardized Testing and Reporting Program

CODE OF REGULATIONS, TITLE 5

Standards and criteria for fiscal accountability

UNITED STATES CODE, TITLE 20

Accountability, adequate yearly progress

Local educational agency plan

School and district improvement

CODE OF FEDERAL REGULATIONS, TITLE 34

Adequate yearly progress

Identification of program improvement schools

Notification requirements

District improvement

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance

WEB SITES

CSBA: http://www.csba.org

California Department of Education, Accountability: http://www.cde.ca.gov/ta/ac

The Board of Trustees recognizes its responsibility to ensure accountability to the public for the performance of district schools. The Board shall regularly review the effectiveness of the district's programs, personnel, and fiscal operations, with a focus on the district's effectiveness in improving student achievement. The Board shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the district's vision and goals.

(c.f. 0000 - Vision)
(c.f. 0200 - Goals for the School District)
(c.f. 2140 - Evaluation of the Superintendent)
(c.f. 3460 - Financial Accountability and Reports)
(c.f. 4115 - Evaluation/Supervision)
(c.f. 4215 - Evaluation/Supervision)
(c.f. 4315 - Evaluation/Supervision)
(c.f. 6011 - Academic Standards)
(c.f. 6141 - Curriculum Development and Evaluation)
(c.f. 6190 - Evaluation of the Instructional Program)
(c.f. 9400 - Board Self-Evaluation)

Indicators of district progress in improving student achievement shall include, but are not limited to, the state Academic Performance Index (API) and the measures of "adequate yearly progress" (AYP) required under the federal accountability system.

(c.f. 6162.5 - Student Assessment)
(c.f. 6162.51 - State Academic Achievement Tests)
(c.f. 6162.52 - High School Exit Examination)

Alternative schools serving high-risk student populations, including continuation high schools, opportunity schools, and community day schools, shall be subject to an alternative accountability system established by the Superintendent of Public Instruction. (Education Code 52052)

The district and each district school shall demonstrate comparable improvement in academic achievement, as measured by the API, for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth. (Education Code 52052)

The Superintendent shall provide regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of district programs and operations and as part of the development or annual update of the local control and accountability plan (LCAP).

(c.f. 0460 - Local Control and Accountability Plan)
(c.f. 0510 - School Accountability Report Card)
(c.f. 1100 - Communication with the Public)
Evaluation results may be used as a basis for revising district or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support and assistance, awarding incentives or rewards, and establishing other performance-based consequences.

Legal Reference:
EDUCATION CODE
33127-33129 Standards and criteria for fiscal accountability
33400-33407 California Department of Education evaluation of district programs
44660-44665 Evaluation of certificated employees
51041 Evaluation of the educational program
52052-52052.1 Academic Performance Index
52055.57-52055.59 Districts identified or at risk of identification for program improvement
52060-52077 Local control and accountability plan
CODE OF REGULATIONS, TITLE 5
1068-1074 Alternative schools accountability model, assessments
15440-15463 Standards and criteria for fiscal accountability
UNITED STATES CODE, TITLE 20
6311 Accountability, adequate yearly progress
6312 Local educational agency plan
6316 School and district improvement
CODE OF FEDERAL REGULATIONS, TITLE 34
200.13-200.20 Adequate yearly progress
200.30-200.53 Program improvement

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Accountability: http://www.cde.ca.gov/ta/ac

Sj-Lf
Board Policy  
Visitors/Outsiders

BP 1250  
Community Relations

The Board of Trustees believes that it is important for parents/guardians and community members to take an active interest in the issues affecting the district school and students. Therefore, the Board encourages interested parents/guardians and community members to visit the school and participate in the educational program.

(cf. 1240—Volunteer Assistance)

(cf. 5020—Parent Rights and Responsibilities)

(cf. 6020—Parent Involvement)

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the Principal or Superintendent. When a visit involves a conference with a teacher or the Principal, an appointment should be scheduled during noninstructional time.

(cf. 6116—Classroom Interruptions)

Any person who is not a student or staff member shall register immediately upon entering school grounds when school is in session.

(cf. 1112—Media Relations)

The Principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher and Principal's permission. (Education Code 51512)

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the Principal or designee may direct that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

(cf. 1312.1—Complaints Concerning District Employees)
(cf. 1312.2 Complaints Concerning Instructional Materials)

(cf. 1312.3 Uniform Complaint Procedures)

(cf. 1312.4 Williams Uniform Complaint Procedures)

(cf. 3515.2 Disruptions)

Legal Reference:

EDUCATION CODE

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes; misdemeanor

32212 Classroom interruptions

35160 Authority of governing boards

35292 Visits to schools (board members)

51512 Prohibited use of electronic listening or recording device

EVIDENCE CODE

1070 Refusal to disclose news source

LABOR CODE

230.8 Discharge or discrimination for taking time off to participate in child's educational activities

PENAL CODE

626-626.10 Schools

627-627.10 Access to school premises, especially:

627.1 Definitions

627.2 Necessity of registration by outsider

627.7 Misdemeanors; punishment

COURT DECISIONS

ATTORNEY GENERAL OPINIONS


Policy LUTHER BURBANK SCHOOL DISTRICT

adopted: February 21, 2012 San Jose, California

The Board of Trustees believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

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

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during noninstructional time.

(cf. 6116 - Classroom Interruptions)

All outsiders, as defined in law and administrative regulation, shall register immediately upon entering any school building or grounds when school is in session. (Penal Code 627.2)

(cf. 1112 - Media Relations)

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher’s and principal’s permission. (Education Code 51512)

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district’s complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

Legal Reference:

EDUCATION CODE
32210 Willful disturbance of public school or meeting
32211 Threatened disruption or interference with classes; misdemeanor
32212 Classroom interruptions
35160 Authority of governing boards
35292 Visits to schools (board members)
49091.10 Parental right to inspect instructional materials and observe school activities
51101 Parent Rights Act of 2002
51512 Prohibited use of electronic listening or recording device

EVIDENCE CODE
1070 Refusal to disclose news source

LABOR CODE
230.8 Discharge or discrimination for taking time off to participate in child's educational activities

PENAL CODE
290 Sex offenders
626-626.10 Schools
626.81 Misdemeanor for registered sex offender to come onto school grounds
627-627.10 Access to school premises, especially:
627.1 Definitions
627.2 Necessity of registration by outsider
627.7 Misdemeanors; punishment

COURT DECISIONS

ATTORNEY GENERAL OPINIONS

Policy LUTHER BURBANK SCHOOL DISTRICT

adopted: February 21, 2012 San Jose, California

revised: September 9, 2014
Board Policy
Advertising And Promotion

BP 1325
Community Relations

The Board of Trustees desires to promote positive relationships between the school and the community in order to enhance community support and involvement in the district school. The Superintendent or designee may approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings or other items of interest to students or parents/guardians

(cf. 1400 — Relations Between Other Governmental Agencies and the Schools)
(cf. 5145.2 — Freedom of Speech/Expression)
(cf. 6145.5 — Student Organizations and Equal Access)
(cf. 6162.8 — Research)

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

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

3. Paid advertisements on school property, including but not limited to billboard advertisements

4. Paid advertisements in school-sponsored publications, yearbooks, announcements and other school communications

(cf. 1112 — District and School Web Sites)

5. Products and materials donated by commercial enterprises for use in the classroom, as long as they serve an educational purpose and do not unduly promote any commercial activity or products. Such materials may bear the name and/or logo of the donor.

(cf. 3290 — Gifts, Grants and Bequests)
(cf. 6161.11 — Supplementary Instructional Materials)

Prior to distribution or publication, the Superintendent or designee shall review and approve all advertising copy and promotional materials to ensure compliance with Board policy.

The Superintendent or designee may selectively approve or disapprove distribution of materials or publishing of copy based on the criteria listed below, but may not disapprove materials or copy in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that would otherwise be allowed.
All materials to be distributed shall bear the name and contact information of the sponsoring entity.

The use of promotional materials or advertisements does not imply district endorsement of any identified products or services. The Superintendent or designee is encouraged to include a disclaimer in school publications and yearbooks stating that the school does not endorse any advertised products or services.

Criteria for Approval

The Superintendent or designee shall not accept for distribution any materials or advertisements that:

1. Are obscene, libelous or slanderous (Education Code 48907)

2. Incite students to commit unlawful acts, violate school rules or disrupt the orderly operation of the school (Education Code 48907)

3. Promote any particular political interest, candidate, party or ballot measure, unless such materials are being distributed at a forum in which candidates or advocates from all sides are presenting their views to the students during school hours or during events scheduled pursuant to the Civic Center Act

(cf. 1160—Political Processes)

(cf. 1330—Use of School Facilities)

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

4. Discriminate against, attack or denigrate any group on account of any unlawful consideration

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

5. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including but not limited to materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for children

6. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

(cf. 1321—Solicitation of Funds from and by Students)

7. Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students or are of intrinsic value to the students or their parents/guardians.
The Superintendent or designee may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks. Such criteria may limit advertisements to those that contain congratulatory or commemorative messages, curriculum-related content, advertisements for products or services of interest to students, noncontroversial content, and/or other content deemed appropriate by the school publication staff and adviser in accordance with law and Board policy.

Legal Reference:

EDUCATION CODE

7050-7058 Political activities of school officers and employees

35160 Authority of governing boards

35160.1 Broad authority of school districts

35172 Promotional activities

38130-38138 Civic Center Act

48907 Student exercise of free expression

BUSINESS AND PROFESSIONS CODE

25664 Advertisements encouraging minors to drink

U.S. CONSTITUTION

Amendment I, Freedom of speech and expression

COURT CASES


Yeo v. Town of Lexington, (1997) U.S. First Circuit Court of Appeals, No. 96-1623


The Board of Trustees establishes this policy to ensure effective and consistent implementation of its directions related to advertisements and promotions by nonschool groups in school-
sponsored publications, websites, and social media and on school facilities. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 1330 - Use of School Facilities)
(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6145.5 - Student Organizations and Equal Access)

The Board desires to promote positive relationships between district schools and the community in order to enhance community support and involvement in the schools. The Superintendent or designee may approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6162.8 - Research)

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

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

3. Paid advertisements on school property, including, but not limited to, advertisements on billboards and scoreboards

4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media

5. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

(cf. 3290 - Gifts, Grants and Bequests)
(cf. 6161.11 - Supplementary Instructional Materials)

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.
As necessary, the Superintendent or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that the district or school does not endorse any advertised products or services.

Criteria for Approval

The Superintendent or designee shall not accept for distribution any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous

2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools

3. Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act

(cf. 1160 - Political Processes)
(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

4. Proselytize or position the district on any side of a controversial issue

(cf. 6144 - Controversial Issues)

5. Discriminate against, attack, or denigrate any group on account of any unlawful consideration

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

6. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, non-nutritious foods and beverages, and movies or products unsuitable for children

(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)

7. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

(cf. 1321 - Solicitation of Funds from and by Students)

8. Distribute unsolicited merchandise for which an ensuing payment is requested
The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

(cf. 0000 - Vision)

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

Legal Reference:
CALIFORNIA CONSTITUTION
Article 1, Section 2 Free speech rights
EDUCATION CODE
7050-7058 Political activities of school officers and employees
35160 Authority of governing boards
35160.1 Broad authority of school districts
35172 Promotional activities
38130-38138 Civic Center Act
BUSINESS AND PROFESSIONS CODE
25664 Advertisements encouraging minors to drink
U.S. CONSTITUTION
Amendment 1, Freedom of speech and expression
COURT CASES
Yeo v. Town of Lexington, (1997) U.S. First Circuit Court of Appeals, No. 96-1623

Management Resources:
CSBA PUBLICATIONS
School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006
WEB SITES
CSBA: http://www.csba.org

Policy LUTHER BURBANK SCHOOL DISTRICT

Adopted: February 21, 2012 San Jose, California

Revised: September 9, 2014
Board Policy
Use of School Facilities

BP 1330
Community Relations

The Board of Trustees recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

(cf. 6145.5—Student Organizations and Equal Access)

All school-related activities shall be given priority in the use of facilities and grounds under the Civic Center Act. Thereafter, the use shall be on a first-come, first-served basis.

The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that:

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities

2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450—Comprehensive School Safety Plan)

(cf. 3516—Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Fees

The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of the district school. Other groups requesting the use of school facilities under the Civic Center Act shall be charged at least direct costs.

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Legal Reference:
EDUCATION CODE

10900-10914.5 Community recreation programs
School safety plan

School holidays

Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

Alcoholic beverage on school premises

MILITARY AND VETERANS CODE

Definitions

UNITED STATES CODE, TITLE 20

Equal access to public school facilities

COURT DECISIONS


Cole v. Richardson, (1972) 405 U.S. 676


ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS


Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

1101.89 School District Liability and "Hold-Harmless" Agreements, LO: 4-89

WEB SITES

CSBA: http://www.csba.org
The Board of Trustees believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

School-related activities shall have priority in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities on those days on which the school is closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities

2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

Fees
The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not to exceed direct costs. However, if the use of school facilities or grounds is for religious services, the group shall be charged an amount that equals or exceeds direct costs determined in accordance with Education Code 38134.

In determining direct costs to be charged for community use of school facilities or grounds, including, but not limited to, playing or athletic fields, track and field venues, tennis courts, and outdoor basketball courts, the Superintendent or designee shall include a proportionate share of the costs of the following: (Education Code 38134)

1. Supplies, utilities, janitorial services, other services of district employees, and salaries of district employees directly associated with operation and maintenance of the school facilities or grounds involved.

2. Maintenance, repair, restoration, and refurbishment of the school facilities or grounds.

However, for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs, direct costs to be charged shall not include the cost of maintenance, repair, restoration, or refurbishment of the school facilities or grounds. (Education Code 38134)

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Legal Reference:
EDUCATION CODE
10900-10914.5 Community recreation programs
32282 School safety plan
37220 School holidays
38130-38138 Civic Center Act, use of school property for public purposes
BUSINESS AND PROFESSIONS CODE
25608 Alcoholic beverage on school premises
MILITARY AND VETERANS CODE
1800 Definitions
UNITED STATES CODE, TITLE 20
7905 Equal access to public school facilities
COURT DECISIONS
Cole v. Richardson, (1972) 405 U.S. 676
ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167
Ellis v. Board of Education, (1945) 27 Cal.2d 322
ATTORNEY GENERAL OPINIONS

Management Resources:
CSBA PUBLICATIONS
Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov

Policy LUTHER BURBANK SCHOOL DISTRICT
Adopted: December 8, 2009
Revised: February 21, 2012 San Jose, California
Revised: September 9, 2014
Board Policy
Waivers

BP 1431
Community Relations

The Board of Trustees may request that the State Board of Education waive certain provisions of the Education Code, Title 5 regulations, or the federal law when such provisions prevent the district from offering its students the best possible educational program. The Superintendent or designee, advisory committees, or the school site council shall identify the need for the Board to submit waiver requests and shall provide the Board with the necessary information to analyze the need for the waiver.

The Board shall hold a properly noticed public hearing on all waiver requests. (Education Code 33050)

(cf. 9320—Meetings and Notices)

The Board shall include the exclusive employee representative in the development of the waiver.

(cf. 4140/4240—Bargaining Units)

If the waiver affects a program that requires the existence of a school site council, the school site council shall first approve the request.

(cf. 0420—School Plans/Site Councils)

(cf. 0420.1—School-Based Program Coordination)

(cf. 1220—Citizen Advisory Committees)

For general waivers, the request to the State Board of Education shall include a statement as to whether the exclusive employee representative participated in the development of the waiver and the exclusive employee representative's position on the waiver. General waiver requests shall include a written summary of any objections to the request by the councils or advisory committees. (Education Code 33050)

Legal Reference:

EDUCATION CODE

5000-5033-Governing board elections

8750-8754-Grants for conservation education

10400-10407-Cooperative improvement programs
17047.5 Facilities used by special education students
17291 Portable school buildings
33050-33053 General waiver authority
37202 Equity length of time
41000-41360 School finance
41381 Minimum school day
41600-41854 Computation of allowances
41920-42842 Budget requirements; local taxation by school districts
44520-44534 New program for careers
44666-44669 School-Based Management and Advanced Career Opportunities
44681-44689 Administrator Training and Evaluation
45108.7 Maximum number of senior management positions
48660-48666 Community day schools
48800 Attendance at community college
49550-49560 Meals for needy students
54224.5 Algebra instruction
54745.6 Charter school independent study ratio
51870-51874 Educational technology
52053-52055.55 Immediate Intervention for Underperforming Schools Program
52055.600-52055.662 High Priority Schools Grant Program
52080-52090 Class-size reduction grade 9
52122.6-52122.8 Class-size reduction—impacted school sites
52160-52178 Bilingual–Bicultural Education Act of 1976
52180-52186 Bilingual teacher waiver
52200-52212 Gifted and Talented Pupils Program
52340-52346 Career Guidance Centers
52522 Plans for adult education
52850-52863 School-Based Coordinated Program
54000-54028 Disadvantaged Youth Program
54100-54145 Miller-Unruh Basic Reading Program
54407 Waiver for compensatory education programs
56000-56867 Special education programs
58407 Waiver related to individualized instruction program
58900-58928 Restructuring demonstration programs
60410 Public hearing on sufficiency of instructional materials
60422 Instructional materials funding realignment program

CODE OF REGULATIONS, TITLE 5
1032 Academic Performance Index
3100 Resource specialist caseload waivers
3945 Cooperative programs
9531 Instructional materials funding
11960 Charter school attendance
11963.4 Charter school percentage funding
13017 Waivers
13044 Waivers

UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
7115 Safe and Drug Free Schools, authorized activities
Management Resources:

WEB SITES

California Department of Education, Waiver Office: http://www.cde.ca.gov/rl/wr

Commission on Teacher Credentialing: http://www.ctc.ca.gov

The Board of Trustees recognizes that strict compliance with the law may sometimes hinder the district's ability to provide its students with an effective, well-rounded educational program. When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state or federal law or regulation which it has authority to waive pursuant to Education Code 33050.

Any waiver request to be submitted to the SBE shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

Prior to presenting the proposed request for Board approval, the Superintendent or designee shall consult with and obtain the approval of any advisory committee or site council when required by law.

(cf. 0420 - School Plans/Site Councils)
(cf. 0420.1 - School-Based Program Coordination)
(cf. 1220 - Citizen Advisory Committees)

In addition, the Superintendent or designee shall involve the exclusive representative of district employees in the development of the waiver request, and shall include in the request the exclusive representative's position regarding the waiver. (Education Code 33050)

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

To receive public testimony on each waiver request proposal, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

The notice, which shall state the time, date, location, and subject of the public hearing, may be printed in a newspaper of general circulation or posted at each school and three public places in the district.

(cf. 9320 - Meetings and Notices)

When the district has requested and received the same general waiver from the SBE for two consecutive years, the Board is not required to reapply annually if the information contained on the request remains current. However, the district shall apply annually for the renewal of any waiver regarding teacher credentialing. (Education Code 33051)
Legal Reference:
EDUCATION CODE
305-311 Structured English immersion program; parental exception waivers
5000-5033 Governing board elections
8750-8754 Grants for conservation education
10400-10407 Cooperative improvement programs
17047.5 Facilities used by special education students
17291 Portable school buildings
33050-33053 General waiver authority
37202 Equity length of time
41000-41360 School finance
41381 Minimum school day
41600-41854 Computation of allowances
41920-42842 Budget requirements; local taxation by school districts
44520-44534 New Careers Program
44666-44669 School-Based Management and Advanced Career Opportunities
44681-44689 Administrator Training and Evaluation
45108.7 Maximum number of senior management positions
48660-48666 Community day schools
48800 Attendance at community college
49550-49560 Meals for needy students
51224.5 Algebra instruction
51745.6 Charter school independent study ratio
52160-52178 Bilingual-Bicultural Education Act of 1976
52340-52346 Career Guidance Centers
52522 Plans for adult education
52850-52863 School-Based Program Coordination
54100-54145 Miller-Unruh Basic Reading Program
54407 Waiver for compensatory education programs
56000-56867 Special education programs
58407 Waiver related to individualized instruction program
58900-58928 Restructuring demonstration programs
60119 Public hearing on sufficiency of instructional materials
60851 High school exit examination, waiver for student with disabilities
CODE OF REGULATIONS, TITLE 5
1032 Academic Performance Index
3100 Resource specialist caseload waivers
3945 Cooperative programs
9531 Instructional materials funding
11960 Charter school attendance
11963.4 Charter school percentage funding
13017 Waivers, compensatory education New Careers in Education Program
13044 Waivers, compensatory education Professional Development and Program Improvement Programs
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
7115 Safe and Drug Free Schools, authorized activities

Management Resources:
WEB SITES
California Department of Education, Waiver Office: http://www.cde.ca.gov/re/lt/wr
Commission on Teacher Credentialing: http://www.ctc.ca.gov

Policy LUTHER BURBANK SCHOOL DISTRICT

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