

LIVINGSTON UNION SCHOOL DISTRICT

September 12, 2019

REGULAR BOARD MEETING

District Board Room
922 B Street, Livingston

Public Session: 6:00 P.M.

AGENDA

I. CALL OPEN SESSION TO ORDER

The meeting will be called to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENTS

The public is invited to address the Board at this time on matters not on the agenda but within the Board's jurisdiction. In accordance with the Brown Act, the Board is unable to hold discussion or take action at this time but may refer the issues for further consideration. The period for public comments is limited to 15 minutes. The maximum for any one speaker is 3 minutes and are requested to state their name for the record.

If the public wishes to speak on a specific item listed on the agenda, we ask that you please complete a "Request to be Heard" card and present it to the Superintendent's secretary before your item of interest is presented. The Board President will invite you to speak on the agenda item prior to Board deliberation. In the interest of time and order, each speaker is limited to 3 minutes with a maximum of 15 minutes per agenda item.

IV. CORRECTIONS TO AND APPROVAL OF AGENDA

V. REPORTS, SPECIAL PRESENTATIONS, SHOWCASES, AND RECOGNITIONS

- A. Superintendent's Reports and Updates

VI. CONSENT AGENDA

Items listed under Consent Agenda are considered to be routine administrative functions and are acted on by the Board of Education in one motion and one vote. Any item under the Consent Agenda may be discussed; however, if the item needs further clarification and discussion, it may be removed from the Consent Agenda at the request of a Board Member or the Superintendent, and considered separately. Information concerning the following items has been provided to the Board for study prior to the Board meeting and is available upon request from the Superintendent's office at 922 B Street. It is understood that the Superintendent recommends approval of all consent items, unless otherwise noted.

- A. Regular Meeting Minutes
- B. Encumbered Purchase Orders
- C. Designated Personnel Items
- D. Contract(s)
- E. Gann Limit Certification: Resolution No. 1—2019/2020
- F. School Fundraiser(s)
- G. Gifts, Grants, and Donation(s)

VII. NEW BUSINESS

- A. DISTRICT LCAP UPDATE: STUDENT ACHIEVEMENT (GOALS 1,3, and 4)**
Staff will report on California Assessment of Student Performance and Progress (CAASPP) results and other achievement indicators.
- B. 2018/2019 UNAUDITED FINANCIAL STATEMENTS**
Staff will report on prior year ending balances and the Board will be requested to approve the filing of the 2018/2019 Unaudited Financial Statements.
- C. PUBLIC HEARING: CERTIFICATION OF SUFFICIENT INSTRUCTIONAL MATERIALS FOR 2019/2020 FISCAL YEAR: RESOLUTION NO. 2—2019/2020**
The Board will be requested to certify that each pupil will have sufficient textbooks and adopted instructional materials for the 2019/2020 school year.
- D. PUBLIC REVIEW OF DEVELOPER FEES FOR FISCAL YEAR 2018-2019**
Staff will report on the annual accounting requirements for developer fees received in the 2018-19 fiscal year.
- E. NATIONAL ATTENDANCE AWARENESS MONTH: RESOLUTION NO. 3—2019/2020**
The Board will be requested to adopt a resolution in recognition of Attendance Awareness Month.
- F. NATIONAL HISPANIC-LATINO HERITAGE MONTH: RESOLUTION NO. 4—2019/2020**
The Board will be requested to adopt a resolution in support of National Hispanic-Latino Heritage Month.
- G. COMMUNICATION, INFORMATION, AND FUTURE AGENDA ITEMS**
Governance team members may report on activities such as school visits, meetings, and conferences. Board members may also propose future agenda items and request special reports.

VIII. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Superintendent's office at 209-394-5421. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. Special Board meetings are posted 24 hours in advance, therefore, above timelines will not apply.

All documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 922 B Street, Livingston, CA during normal business hours.

Posted: September 9, 2019

LIVINGSTON UNION SCHOOL DISTRICT

Regular Board Meeting

September 12, 2019

Agenda Item V:

Reports, Special Presentations, Showcases, and Recognitions

Board Consideration:

Action

Information/Discussion

Enclosure(s):

Calendar of Events and Enrollment Report

- A. Superintendent's Reports and Updates:** Superintendent Zamora and staff will verbally report on various "district happenings," which are not included in written reports and are of importance and of interest to the Board.

LIVINGSTON UNION SCHOOL DISTRICT

Regular Board Meeting

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Agenda Item VI: Consent Agenda

Board Consideration: Action Information/Discussion

Attachment(s): Attachment A – Personnel (pg. 2.1)
Attachment B – MOU with Merced County District Attorney’s Office (pgs. 2.2-2.13)
Attachment C – Gann Limit Certification: Resolution No. 1—2019/20 (pgs. 2.14-2.17)
Attachment D – School Fundraisers (pg. 2.18)

Enclosure(s): August 8, 2019 Regular Meeting Minutes and Encumbered Purchase Orders

- A. Regular Meeting Minutes:** August 8, 2019 Regular Meeting Minutes enclosed.
- B. Encumbered Purchase Orders:** Encumbered Purchase Orders for the month of September.
- C. Designated Personnel Items:** See Attachment A (pg. 2.1)
- D. Contract(s):** MOU between Merced County District Attorney’s Office, the Merced County Superintendent of Schools and all Merced County School Districts for the employment of a county-wide truancy officer to implement the “Here to Learn” program to improve student attendance at schools. Two year term, effective July 1, 2019 – June 30, 2021. Cost per district is \$2.00 per ADA based on prior year’s 2nd interim ADA report. (Attachment B, pgs. 2.2 – 2.13)
- E. Gann Limit Certification: Resolution No. 1—2019/2020:**
Enacted in 1979, Proposition 4 known as The Gann Limit is intended to constrain the growth in state and local government spending by linking year-to-year changes in expenditures to changes in inflation and population (ADA for schools). EC 42132 requires that on or before September 15 of each year, the governing board adopt a resolution to identify the estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. See Attachment B for resolution and calculations. (pgs. Attachment C, pgs. 2.14 – 2.17)
- F. School Fundraiser(s):** See Attachment D (pg. 2.18)
- G. Gift(s), Grant(s), and Donation(s):** LifeTouch Studios Commission Program, \$295.19 donation to Yamato Colony for school site needs.

Recommended Action: To approve consent agenda.

ATTACHMENT A

Livingston Union School District Consent Agenda – Personnel Items Board Meeting – September 12, 2019

Public Employees: Certificated

Employment Approval:

Hilda Pimentel, Teacher, Selma Herndon, Employment, effective 8/8/19.

Public Employees: Classified

A. Employment Approval:

1. Harpreet Kaur, School Community Aide, Selma Herndon, Employment, effective 8/13/19.
2. Nayely Arroyo, Academic Tutor, Campus Park, Employment, effective 8/13/19.
3. Alejandra Martin, Dishwasher/Server, Yamato Colony, Employment, effective 8/13/19.
4. Maria Fuentes, Yard Duty/Cross Guard, Selma Herndon, Employment, effective 8/13/19.
5. Maribel Rodriguez Perez, Academic Tutor, Selma Herndon, Employment, effective 9/3/19.
6. Edith Duran-Robles, Academic Tutor, Selma Herndon, Employment, effective 9/3/19.
7. Margarita Ruiz, School Office Manager, Livingston Middle School, Employment, effective 9/9/19.

B. Resignations/Releases/Retirements:

1. Rosa Gomez, AM Cross Guard, Livingston Middle School, effective 8/12/19.
2. Gabriel Huerta, Campus Supervisor, Livingston Middle School, effective 8/30/19.
3. Sandra Moreno, Intramural Assistant, District, effective 8/12/19.
4. Margarita Ruiz, CDC Secretary, Walnut CDC, effective 9/6/19.

**MEMORANDUM OF UNDERSTANDING BETWEEN MERCED COUNTY
DISTRICT ATTORNEY'S OFFICE, THE MERCED COUNTY
SUPERINTENDENT OF SCHOOLS, AND ALL MERCED COUNTY SCHOOL
DISTRICTS**

This Agreement is made by and between the Merced County District Attorney's Office ("DA"), the Merced County School Districts (collectively referred to as the "Districts") for the employment of a county-wide truancy officer ("County Truancy Officer") to implement the "Here to Learn Program".

Recitals

- A. The DA, the County Superintendent, and the Districts desire to improve student attendance at school, the cornerstone of learning.
- B. The DA, the County Superintendent, and the Districts are aware of the potential for crime, drug and alcohol use, and community disturbances, in addition to the loss of education, when students are not attending school. The parties believe that the having a County Truancy Officer directly involved with the youth attending schools within Merced County will help minimize these impacts.
- C. The DA, the County Superintendent, and the Districts desire the County Truancy Officer to create an atmosphere of cooperation between staff, parents, and law enforcement to decrease truancy and tardiness in school, and to promote student attendance and a safe educational environment.
- D. The DA, the County Superintendent, and the Districts desire to set forth the duties and responsibilities of the parties with respect to employment of a County Truancy Officer to assist the Districts and implement the "Here to Learn Program".

The DA, the County Superintendent, and the Districts agree as follows:

- 1. **Term of Agreement.** This two year Agreement shall be effective July 1, 2019 and shall remain in effect until June 30, 2021, unless extended or terminated as provided by the terms of this Agreement.
- 2. **County Superintendent as Lead Educational Agency.** The Districts designate the County Superintendent as the lead educational agency to communicate with the DA and all of the Districts to implement this Agreement.
- 3. **Programmatic Feedback.** Prior to March 15, 2021, the DA and the County Superintendent will provide the Districts with a written report evaluating the effectiveness of the County Truancy Officer in accomplishing the goals of this Agreement.

4. **Renewal/Expiration of Agreement.** This Agreement shall renew for additional two years increment (July 1, 2019 to June 30, 2021) unless the County Superintendent notifies the DA or the DA notifies the County Superintendent in writing on or before June 1, 2021 that the Agreement will not be renewed. In the event of non-renewal, the termination will be effective on June 30, 2021.
5. **School District Participation.** All participating districts agree to participate in the “Here to Learn Program” for the initial two (2) years of this Agreement. However, any of the Districts may elect not to participate in this Agreement thereafter by providing the County Superintendent with written Notice of Non-Participation on or before May 1, 2021, or on or before May 1 of any subsequent renewal year of this Agreement. If a district elects not to participate, the District shall cease its participation in the Agreement on June 30 of the school year in which the Notice of Non-Participation is issued. The decision by one of more districts not to participate in this Agreement after the conclusion of the first two (2) years shall not impact the effectiveness of this Agreement with respect to the remaining Districts.
6. **Payment of Services.** In exchange for the provision of the County Truancy Officer’s services, County Superintendent shall pay DA, on an annual basis, the sum of One hundred and seventy-six thousand nine-hundred twenty dollars (\$176,920), which shall represent payment to the DA in full for the annual services of the County Truancy Officer. County Superintendent’s payment to the DA shall be a single lump sum payment made annually on or before July 30, commencing with July 30, 2019. Any costs for an interpreter requested by a District will be the responsibility of the requesting District, not the DA or the County Superintendent.
7. **Payments from the Districts to the County Superintendent.** The Districts shall pay to the County Superintendent \$2.00 per average daily attendance (“ADA”) per year, based upon each District’s prior year Second Interim ADA Report. The Districts hereby authorize the County Superintendent to electronically deduct such payments on an annual basis each December, commencing December 2019. County Superintendent agrees to provide each of the Districts with written notice of the amount of the payment and the basis of the education.
8. **Cost Allocation upon Withdrawal of any School District.** If any of the Districts withdraw from this Agreement, their ADA shall be calculated and that amount shall become the obligation of the County Superintendent. Therefore, no district’s withdrawal shall impact the fee obligation of any other district.
9. **Scope of Service.** Under the DA’s supervision, the DA agrees to assign one full-time employee to serve as the County Truancy Officer at the Districts’ schools. The County Truancy Officer’s duties shall be as follows:

- 9.1 The County Truancy Officer shall coordinate with local school officials, probation officers, and other law enforcement officers to address student truancy by identifying habitual truants, and students likely to become habitual truants, and redirecting such students in ways that increase school attendance.
- 9.2 The County Truancy Officer shall help truant students develop more positive school attendance habits and provide referrals to appropriate truancy prevention services, with a particular focus on kindergarten and early elementary school students.
- 9.3 The County Truancy Officer shall assist the Districts after the Districts have sent parents a second truancy notice. County Truancy Officer assistance shall be conducted as described in the Education Code and other applicable laws and may include home contacts, truancy sweeps, truancy notices, meetings with the truant minor and his/her parent(s), referral for a work project, referrals to service providers, referrals to the School Attendance Review Board ("SARB"), and participation in the SARB process as appropriate or necessary.
- 9.4 The County Truancy Officer shall review truancy programs operating in districts outside of Merced County and assist the Districts with the development and implementation of best practices to reduce truancy, and increase student attendance and participation at school. Best practices include, but are not limited to, the issuance of appropriate attendance tracking systems, truancy notices, home interventions, family assistance, and other research based programs that reduce truancy.
- 9.5 The County Truancy Officer will provide written periodic reports to the County Superintendent regarding work done under this Agreement, including but not limited to, the number of home visits, student and parent contacts, presentations, meetings attended, and other related attendance recovery activities. The details and forms for these reports shall be jointly developed by the County Superintendent and the DA. The County Superintendent agrees to share these reports at periodic meetings with the Districts.
- 9.6 The County Truancy Officer will provide a yearly report to the County Superintendent and, utilizing the data from the periodic reports, analyze the effectiveness of interventions taken to address student truancy and determine best practices that may be implemented county-wide to improve student attendance and reduce truancy. County Superintendent agrees to share this annual report with the Districts.
- 9.7 The County Truancy Officer will also participate in other activities not specifically covered in this MOU that are mutually agreed upon by the DA and the County Superintendent. The County Superintendent shall make such decisions in consultation with the Districts.

- 9.8 The County Truancy Officer shall work with the Public Information Officer (PIO) to provide news media information relating to student truancy. The PIO will be responsible for communicating information to the media. All media related to the DA will be approved by the DA prior to any dissemination.
10. **Employment.** The County Truancy Officer is an employee of the DA, and is not an employee or agent of the County Superintendent or any of the Districts. The County Truancy Officer shall be subject to the administration, supervision, and control of the DA. The DA shall provide appropriate workers compensation and other benefits and insurance as is provided to similar employees. The County Truancy Officer shall be subject to all personnel policies and practices of the DA. Any disciplinary problems, concerns, or alleged improprieties involving the County Truancy Officer shall be brought to the attention of the County Superintendent who shall communicate the concerns to the DA and/or the supervisor overseeing the County Truancy Officer.
11. **Hours of Employment.** The County Truancy Officer will work full-time, twelve months per year, eight (8) hours per day (excluding vacation). The County Truancy Officer shall be scheduled to work during the academic school year schedule of the Districts. Vacation and, to the maximum extent possible, all other leaves, shall be scheduled outside of the school day and outside of the academic school year. Training days shall also be scheduled outside of the academic school year calendar, to the maximum extent possible. The County Superintendent and the DA shall agree on the County Truancy Officer's work schedule at the beginning of each school year.
12. **Selection of County Truancy Officer.** The DA will be responsible for selecting the County Truancy Officer; however, the County Superintendent and Districts shall be allowed to provide input. In addition, the DA shall designate an employee serve as the acting County Truancy Officer for days when the designated County Truancy Officer may be on leave, absent for training, or otherwise not available.
13. **Training.** The DA shall be responsible for training the County Truancy Officer (and their substitute) to ensure the individual serving as County Truancy Officer have the needed experience and qualifications. County Superintendent shall communicate to the DA training suggestions as appropriate, based on input from the Districts.
14. **Evaluation.** The DA, the County Superintendent, and the Districts agree on the importance of evaluating the County Truancy Officer. The DA and the County Superintendent will work together to develop and implement an appropriate evaluation procedure. The County Superintendent agrees to consult with the Districts on these evaluation procedures. The DA agrees to share the County Truancy Officer's evaluation results with the County Superintendent to the extent permitted by law.
15. **Compliance with Laws.** This Agreement shall be implement in accordance with all applicable laws. In addition, the DA, the County Superintendent, and the Districts will work collaboratively to respond and implement evolving legal requirements affecting this Agreement.

16. **Student Discipline.** The certificated administrators of each school of the Districts shall be responsible for any student discipline arising out of any student truancy and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
17. **Student Records.** The parties agree that the County Truancy Officer shall be deemed to be a "school official" for the performance of the County Truancy Officer's duties on behalf of the County Superintendent and the Districts. The County Truancy Officer shall therefore be allowed access to the student records, but the relevant District shall remain in direct control of the use, maintenance, and disclosure of the District's student records in accordance with the Education Code and other applicable provisions of law. School officials of the Districts shall allow the County Truancy Officer to inspect and copy any student records maintained by the District for which the County Truancy Officer has a "legitimate educational interest" within the scope of the County Truancy Officer's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, attendance records, and discipline files. However, the County Truancy Officer may not inspect or copy confidential student records outside the scope of the County Truancy Officer's service, except as allowed by law, such as upon the issuance of a subpoena, court order, or written authorization of the parent/guardian.
18. **Discrimination.** Neither the DA, County Superintendent, nor the Districts shall discriminate on any basis prohibited by state or federal law.
19. **Indemnification.**
- 19.1 The DA shall indemnify, defend, and hold harmless the County Superintendent and Districts, its officers, board members, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the DA, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the DA.
- 19.2 The County Superintendent shall indemnify, defend, and hold harmless the DA, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the County Superintendent, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the County Superintendent.
- 19.3 The Districts shall indemnify, defend, and hold harmless the DA, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Districts, their officers, agents, employees, or anyone directly or indirectly acting on behalf of the Districts.

- 19.4 It is the intention of the DA, County Superintendent, and Districts that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and Governing Board.
- 19.5 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.
20. **Amendments.** No Substantive Amendment to this Agreement shall be valid unless it is set forth in writing, signed by all parties, and approved by each entity's governing board. A Substantive Amendment is defined as changes that materially impact the operation or goals of the Agreement. Non-Substantive amendments may be made by the County Superintendent and the DA; however, the County Superintendent shall not enter into any non-substantive amendment without first consulting with the Districts. A district's decision to withdraw or cost changes between the County Superintendent and the DA are understood to be non-substantive changes. The County Superintendent's decision regarding what constitutes a Substantive Amendment shall be final but it shall not be made without first providing the Districts with a reasonable opportunity for input.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the DA, County Superintendent, and Districts regarding the subject matter of this Agreement.
22. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.
23. **Governing Law/Venue.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Merced County, California.
24. **Construction.** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.
25. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
26. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.
27. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Governing Board as required by law and the County Board of Supervisors.

The parties have executed this Agreement on the date written below.

MERCED COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____ Date: _____
Kimberly Lewis
District Attorney

MERCED COUNTY SUPERINTENDENT OF SCHOOLS

By: _____ Date: _____
Steve M. Tietjen, Ed.D.
Merced County Superintendent of Schools

MERCED COUNTY BOARD OF SUPERVISORS

By: _____ Date: _____
Chairman
Merced County Board of Supervisors

MERCED COUNTY SCHOOL DISTRICTS

ATWATER ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Sandra Schiber, Ed.D.
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

BALLICO-CRESSEY ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Bliss Propes
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

DELHI UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Adolfo Melara
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

DOS PALOS-ORO LOMA JOINT UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Justin Miller, Ed.D.
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

EL NIDO ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Lori Gonzalez
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

GUSTINE UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Bryan Ballenger
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

HILMAR UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Isabel Cabral-Johnson
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

LE GRAND UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Scott Borba
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

LE GRAND UNION HIGH SCHOOL DISTRICT

By: _____ Date: _____
Donna Alley
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

LIVINGSTON UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Andres Zamora
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

LOS BANOS UNIFIED SCHOOL DISTRICT

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

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

MCSWAIN UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Steven Rosa
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

MERCED CITY ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Rosemary Parga-Duran, Ed.D.
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

MERCED RIVER UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Richard Lopez
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

MERCED UNION HIGH SCHOOL DISTRICT

By: _____ Date: _____
Alan Peterson
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

PLAINSBURG UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Kristi Kingston
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

PLANADA ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
José González
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

SNELLING-MERCED UNION ELEMENTARY SCHOOL DISTRICT

By: _____ Date: _____
Alison Kahl
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

WEAVER UNION SCHOOL DISTRICT

By: _____ Date: _____
John Curry
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

WINTON SCHOOL DISTRICT

By: _____ Date: _____
Randy Heller
Superintendent

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2019.

**RESOLUTION OF THE GOVERNING BOARD OF
LIVINGSTON UNION SCHOOL DISTRICT**

RESOLUTION NO. 1—2019/2020
"Gann Appropriation Limits"

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 2018-2019 fiscal year and a projected Gann Limit for the 2019-2020 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

Now, Therefore, Be It Resolved, that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 2018-2019 and 2019-2020 fiscal years are made in accordance with applicable constitutional and statutory law;

And Be It Further Resolved that this Board does hereby declare that the appropriations in the Budget for the 2018-2019 and 2019-2020 fiscal years do not exceed the limitations imposed by Proposition 4;

And Be It Further Resolved that the Superintendent provides copies of this Resolution along with the appropriate attachments to interested citizens of this District.

The Foregoing Resolution was passed and adopted by the Governing Board of the Livingston Union School District this 12th day of September 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Vernon Boyd, President

Rigo Espinoza, Board Trustee

Anne Land, Board Trustee

Kanwaldeep Bains, Board Trustee

Yolanda Correia, Board Trustee

Andrés Zamora, Superintendent/Board Secretary

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2017-18 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2017-18 Actual			2018-19 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	15,912,674.56		15,912,674.56			16,259,117.67
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	2,436.19		2,436.19			2,401.05
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2017-18			Adjustments to 2018-19		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2018-19 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2018-19 P2 Report			2019-20 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	2,401.05		2,401.05	2,372.03		2,372.03
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			2,401.05			2,372.03
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2018-19 Actual			2019-20 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	31,941.04		31,941.04	21,921.00		21,921.00
2. Timber Yield Tax (Object 8022)	1.69		1.69	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	2,854,342.36		2,854,342.36	2,554,755.00		2,554,755.00
5. Unsecured Roll Taxes (Object 8042)	212,513.85		212,513.85	390,892.00		390,892.00
6. Prior Years' Taxes (Object 8043)	3,868.78		3,868.78	4,196.00		4,196.00
7. Supplemental Taxes (Object 8044)	85,531.43		85,531.43	53,971.00		53,971.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	193,307.58		193,307.58	(104,223.00)		(104,223.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	123,434.66		123,434.66	224,327.00		224,327.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	3,504,941.39	0.00	3,504,941.39	3,145,839.00	0.00	3,145,839.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	3,504,941.39	0.00	3,504,941.39	3,145,839.00	0.00	3,145,839.00

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			256,675.64			278,355.00
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)			256,675.64			278,355.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFE - CY (objects 8011 and 8012)	23,099,517.00		23,099,517.00	23,649,322.00		23,649,322.00
25. LCFE/Revenue Limit State Aid - Prior Years (Object 8019)	(133,469.00)		(133,469.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	22,966,048.00	0.00	22,966,048.00	23,649,322.00	0.00	23,649,322.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	32,309,726.56		32,309,726.56	30,833,182.32		30,833,182.32
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	237,333.76		237,333.76	233,812.32		233,812.32
D. APPROPRIATIONS LIMIT CALCULATIONS						
PRELIMINARY APPROPRIATIONS LIMIT			2018-19 Actual			2019-20 Budget
1. Revised Prior Year Program Limit (Lines A1 plus A6)			15,912,674.56			16,259,117.67
2. Inflation Adjustment			1,0367			1,0385
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9856			0.9879
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			16,259,117.67			16,680,784.07
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			3,504,941.39			3,145,839.00
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 C26 or less than zero)			288,126.00			284,643.60
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			13,010,851.92			13,813,300.07
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			13,010,851.92			13,813,300.07
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			122,215.87			129,586.19
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			3,627,157.26			3,275,425.19
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			12,888,636.05			13,683,713.88
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			3,627,157.26			
b. State Subventions (Line D8)			12,888,636.05			
c. Less: Excluded Appropriations (Line C23)			256,675.64			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			16,259,117.67			

ATTACHMENT B

School Fundraisers for 2019-2020

Selma Herndon Elementary

1. Pulled Pork Dinner for student awards/incentives, Fall 2019, Goal \$5,000
2. Cherrydale Fundraising, catalog orders for student awards/incentives, Fall/Spring, Goal \$5,000
3. Student Store Sales for AR incentives, attendance awards & student clubs, all year, Goal \$1,500
4. End of Year Carnival for student incentives, Spring 2020, Goal \$1,000

Yamato Colony Elementary

1. Chocolate Dipper Catalog orders of assorted Caramel Apples for student incentives and school t-shirts, September 2019, Goal \$1,500
2. See's Candy catalog orders of assorted candy for student events and assemblies, March 2020, Goal \$3,000
3. Scholastics Book Fair for classroom library books, May 2020, Goal \$3,000

Livingston Middle

1. Sales of produce grown in LMS garden for LMS GROWS garden club, year round, Goal \$1,500
2. Merced College, Giant Pumpkin Contest for LMS GROWS garden club, October 2019, Goal \$750
3. Popcorn Sales for Student Clubs led by School Counselors, Oct.-Nov. 2019 Goal \$1,000
4. Amazon Smiles Enrollment, funds generated through community shopping for LMS Book Club & Gamers Club, year round, Goal \$1,000
5. Spaghetti Dinner for AVID program, Feb. 2020, Goal \$2,500
6. T-shirt Sales for AVID, year round, Goal \$300
7. Smencils for Art Club, year round, Goal \$500
8. Portrait Drawing Sales for Art Club, year round, Goal \$150
9. 8th Gr. T-Shirt Sales for 8th gr. class, Nov.-Dec. 2019, Goal \$200.00
10. Chicken Dinner for 8th gr. class, March 2020, Goal \$5,000
11. DLA T-shirt Sales for DLA, year round, Goal \$500
12. Theater Club T-shirts, concession snacks, & admission ticket sales for Theater Club, year round, Goal \$2,500
13. School Dance Tickets, Grams, & T-shirt Sales for School Spirit & Student Council Activities, year round, Goal \$1,800

LIVINGSTON UNION SCHOOL DISTRICT

Regular Board Meeting

September 12, 2019

Agenda Item VII, A: District LCAP Update: Student Achievement (Goals 1, 3, and 4)

Board Consideration: Action Information/Discussion

Enclosure(s): None

Background

Livingston Union School District’s “LUSD” Local Control Accountability Plan “LCAP” consists of goals that support student achievement. Goal 1 focuses on teaching and learning. Goal 3 focuses on engaging students in a positive learning environment, and Goal 4 focuses on reducing the achievement gap. The common thread in all the goals is student achievement. As illustrated in California’s new accountability system “California School Dashboard, one measure does not demonstrate an accurate rating of student achievement. Attendance, suspension rate, academic performance, academic engagement, parent and family engagement are examples of other indicators also monitored by the state.

Discussion

Similar to the State’s new accountability system, staff will provide an update on multiple measures including student performance on 2019 CAASPP Summative, STAR Reading, Attendance, Graduation Rate, Climate and Culture to display the progress of student achievement in LUSD.

Recommended Action

Presented for information and discussion. No action required.

LIVINGSTON UNION SCHOOL DISTRICT

Regular Board Meeting

September 12, 2019

Agenda Item VII, B: 2018/2019 Unaudited Financial Statements

Board Consideration: Action Information/Discussion

Enclosure(s): 2018/2019 Unaudited Actuals Summary Report

Background

Education Code Section 1628 and 42100 requires the Governing Board of the school district to approve and submit the year-end unaudited actual financial reports of all receipts and expenditures of the district for the preceding fiscal year to the county office of education.

Discussion

When the Board adopts the annual budget in June, the final ending balances are not yet available and new beginning balances are projected on estimates. Following the close of the fiscal year, we must recalculate our estimates and verify the unaudited actual revenue expenditures.

At the meeting, Fiscal Director Crawley will review the year-end financial reports for 2018/2019 and recap ending balances for the last fiscal year.

Recommended Action

To approve the filing of the 2018/2019 Unaudited Financial Statements and necessary budget transfers.

LIVINGSTON UNION SCHOOL DISTRICT

Regular Board Meeting

September 12, 2019

Agenda Item VII, C: Public Hearing: Certification of Sufficient Instructional Materials for 2019/2020 Fiscal Year: Resolution No. 2—2019/2020

Board Consideration: Action Information/Discussion

Attachment(s): Resolution No. 2—2019/2020 (pg. 5.1)

Background

The "Williams Settlement" initiated requirements and definitions for sufficiency of textbook and adopted instructional materials. These requirements must be met in accordance with Education Code 60119 which specifies that for each fiscal year the governing board shall hold a public hearing for the purpose of receiving comments from the public on the availability of textbooks and adopted instructional materials in the district for student use in class and to take home.

As required by EC §60119, a 10-day notice of a public hearing was posted in three public places in the school district encouraging participation by parents, teachers, and members of the community.

Discussion

This resolution acknowledges that each student, including English Language Learners, have or will have by the end of the eighth week (October 4) after the first day of school, sufficient textbooks or adopted instructional materials in language arts, mathematics, social science, and science that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education.

Board President will need to open the public hearing to allow members of the public to comment on the availability of textbooks and adopted instructional materials in the district. After public input, the Board President will need to close the public hearing before any board action is taken.

Recommended Action

To approve Resolution No. 2 certifying that each pupil in the school district has or will have sufficient textbooks/instructional materials in each subject consistent with Board adopted curriculum for the 2019-2020 school year.

**RESOLUTION OF THE GOVERNING BOARD OF
LIVINGSTON UNION SCHOOL DISTRICT
RESOLUTION NO. 2—2019/2020**

"Certification of Sufficient Instructional Materials for Fiscal Year 2019-2020"

Whereas, the Governing Board of the Livingston Union School District, in order to comply with the requirements of Education Code section 60119 held a public hearing on September 12, 2019 at 6:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

Whereas, the local governing board provided at least ten days notice of the public hearing posted in at least three public places within the school district that stated the time, place and purpose of the hearing, and;

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

Whereas, information provided at the public hearing and to the local governing board detailed that each student, including English learners, in the district were provided sufficient textbooks, and adopted instructional materials,

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student has a textbook or adopted instructional materials, or both, to use in class and take home, and;

Whereas, sufficient textbooks and adopted instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks adopted by the State Board of Education in Mathematics, Science, History-Social Science and English/Language Arts.

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

Therefore, Be It Certifies that for the 2019/2020 school year, the Livingston Union School District has provided each student with sufficient textbooks and adopted instructional materials and fulfilled all requirements listed above in EC 60119.

Passed and Adopted at a regular meeting of the Governing Board of the Livingston Union School District held on September 12, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Vernon Boyd, President

Rigo Espinoza, Board Trustee

Anne Land, Board Trustee

Kanwaldeep Bains, Board Trustee

Yolanda Correia, Board Trustee

Andrés Zamora, Superintendent/Board Secretary

LIVINGSTON UNION SCHOOL DISTRICT

Regular Board Meeting

September 12, 2019

Agenda Item VII, D: Public Review of Developer Fees for Fiscal Year 2018-2019

Board Consideration: Action Information/Discussion

Attachment(s): 2018-2019 Developer Fees Report (pg. 6.1 - 6.3)

Background

Pursuant to Government Code §66006(b), within 180 days of the close of each fiscal year, local agencies shall make available to the public and the Board the annual developer fees report that includes, but not limited to, amount of fees received by the district including beginning and ending balances, interested earned, identify any public improvements on which fees were expended, and any interfund transfer or loan made from the account. The local agency shall review the information made available to the public at a regularly scheduled meeting not less than 15 days after the information was made public.

Discussion

In addition, Government Code Section 66001(d) requires information be included in this report for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, for any uncommitted or unexpended funds:

- Identify the purpose to which the fee is to be put
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements
- Designate the approximate dates on which this funding is expected to be deposited into the appropriate account or fund

Fiscal Director, Sara Crawley, will review the Annual Developer Fees report and answer any questions.

Recommended Action

No action needed, only required to review report in public.

LIVINGSTON UNION SCHOOL DISTRICT
Capital Facilities Fund 25
(Developer Fees)

Annual Report for 2018-2019

Cumulative collected July 1, 2018 through June 30, 2019.

Revenues:

Interest.....	\$82,668.10
Mitigation/Developer Fees.....	\$464,223.83
Total Revenues:	\$546,891.93

Expenditures:

Professional/Consulting Services.....	\$0.00
Bank Fees/Services.....	\$0.00
Debt Service - Interest.....	\$57,603.92
Other Debt Service - Principal.....	\$306,324.57
Total Expenditures:	\$363,928.49

2018-2019 Beginning Balance: \$3,870,074.83

2018-2019 Ending Balance: \$4,053,038.27

Change in Fund Balance:
\$182,963.44

Five Year Financial Report

Government Code 66001 requires that for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- a) Identify the purpose to which the fee is to be put.
See table below under item (d).
- b) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
See table below under item (d).
- c) Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in paragraph (2) of subdivision (a).
See table below under item (d).
- d) Designate the approximate dates on which the funding referred to in subparagraph c) is expected to be deposited into the appropriate account or fund.

Potential Projects	Relationship to Developer Fee	Funding Sources	Estimated	Date Fee will be deposited into appropriate fund
Construction of Livingston Middle School	Provide facilities for student population growth	Developer Fees	\$ 2,147,782.00	N/A

LIVINGSTON UNION SCHOOL DISTRICT
DEVELOPER FEES
SUMMARY OF LAST FIVE YEARS (2014-2019)
REVENUES/EXPENSES

	<u>REVENUES</u>	<u>EXPENSES</u>
Beginning Balance	\$4,321,580.39	
2014/15	\$50,120.26	\$495,744.48
2015/16	\$150,243.53	\$363,384.98
2016/17	\$313,422.55	\$365,929.85
2017/18	\$631,244.18	\$371,476.77
2018/19	\$546,891.93	\$363,928.49
Totals	\$1,691,922.45	\$1,960,464.57
Balance as of 6/30/2019		<u><u>\$4,053,038.27</u></u>
(Beg Bal + Revenues - Expenses)		

LIVINGSTON UNION SCHOOL DISTRICT

Regular Board Meeting

September 12, 2019

Agenda Item VII, E: National Attendance Awareness Month: Resolution No. 3—2019/2020

Board Consideration: Action Information/Discussion

Attachment(s): Resolution No. 3—2019/2020 (pg. 7.1 – 7.4)

Background

The nationwide campaign for Attendance Awareness Month was first established in September 2013. The goal is to mobilize schools and communities to promote the value of good attendance and to take concrete steps toward reducing chronic absence.

Discussion

We know that too many absences can cause children to fall behind in school and that missing 10% (apprx. 18 days) makes it harder for children to learn to read. At LUSD, we will strive to achieve an average daily attendance rate of 97.5% or higher as stated in our District LCAP, Goal 3. In addition, we will decrease our chronic absenteeism rate by 10% for 2019-2020.

In conjunction with the resolution, staff has provided a report on current attendance rates, year-round district and school efforts to monitor and improve attendance, and resources to support families.

Recommended Action

To adopt Resolution No. 3 recognizing the month of September as National Attendance Awareness month.

**RESOLUTION OF THE GOVERNING BOARD OF
LIVINGSTON UNION SCHOOL DISTRICT**

**RESOLUTION NO. 3—2019/2020
“Attendance Awareness Month”**

September 2019

Whereas, good attendance is essential to student achievement and graduation, and we are committed to dedicating our resources and attention to reducing chronic absenteeism rates, with a focus starting as early as prekindergarten and kindergarten; and

Whereas, chronic absence – missing 10 percent or more of school for any reason including excused and unexcused absences, or just two or three days a month – is a proven predictor of academic trouble and dropout rates; and

Whereas, improving attendance and reducing chronic absence takes commitment, collaboration and tailored approaches to particular challenges and strengths in each community; and

Whereas, chronic absence predicts lower third-grade reading proficiency, course failure and eventual dropout, it weakens our communities and our local economy; and

Whereas, the impact of chronic absence hits low-income students and children of color particularly hard if they don't have the resources to make up for lost time in the classroom and are more likely to face systemic barriers to getting to school – such as unreliable transportation, lack of access to health care, unstable or unaffordable housing; and

Whereas, attendance gaps among groups of students often turn into achievement gaps that undermine student success. Chronic absence particularly exacerbates the achievement gap that separates low-income students from their peers, since students from low-income families are both more likely to be chronically absent and more likely to be affected academically by missing school; and

Whereas, absenteeism also undermines efforts to improve struggling schools, since it's hard to measure improvement in classroom instruction if students are not in class to benefit from them; and

Whereas, schools and community partners can reach out more frequently to absent students to determine what barriers they face to attending school and what would help them attend more regularly; and

Whereas, schools and districts must do more to track, calculate and share the data on how many students are chronically absent so that we can see the attendance gaps and can deliver the right interventions to the right students; and

Whereas, all students – even those who show up regularly – are affected by chronic absence because teachers must spend time reviewing for students who missed lessons; and

Whereas, chronic absence can be significantly reduced when schools, families and communities work together to monitor and promote good attendance and address hurdles that keep children from getting to school; and

Now, Therefore be it Resolved, that Livingston Union School District will stand with the nation in recognizing September as “Attendance Awareness Month.” We hereby commit to focusing on reducing chronic absenteeism to give all children an equitable opportunity to learn, grow and thrive academically, emotional and socially.

Specifically, we will:

- Raise public awareness and concern about the toxic impact of chronic absence
- Encourage broad community engagement and sustained civic action to help families get their children to school every day.
- Analyze our data to identify which students and schools are most affected by chronic absence, as well as to unpack common attendance challenges that need to be addressed.
- Publish chronic absenteeism data, along with average daily attendance, for the district as a whole as well as by grade, school and student sub-group.

The Foregoing Resolution was passed and adopted by the Board of Education of the Livingston Union School District this 12th day of September 2019.

Vernon Boyd, Board President

Rigo Espinoza, Board Trustee

Yolanda Correia, Board Trustee

Anne Land, Board Trustee

Kanwaldeep Bains, Board Trustee

Andrés Zamora, Secretary/Superintendent

Livingston Union School District

District Student Attendance Rate

2017-18: 96.58%

2018-19: 96.77%.

2018-19 Chronic Absenteeism Rates (missing 10% or more days of school)

Campus Park: 45% Decrease

Selma Herndon: 59% Decrease

Yamato Colony: 50% Decrease

LMS: 14% Decrease

District: 38% Decrease

Site Level Efforts

Positive and engaging school/classroom environments



Communication with parents

Attendance letters to parents at the end of each attendance period

Attendance rewards

Site Attendance Review Team (SART) or Student Support Team (SST) meetings

Home visits

Attendance contracts

District Level Support

School Attendance Review Board (SARB)

Composition of SARB

- Director of Categorical Programs
- DA Investigator
- District Nurse
- Mental Health Counselor
- School Principal
- Resource Officer
- Parents

Home Visits and Followup Support Provided by:

- District Attorney Investigator through joint effort by the Merced County Office of Education, the District Attorney's Office, and LUSD
- Director of Categorical Programs
- District Nurse
- Resource Officer

SARB Data

Year	2016-17	2017-18	2018-19
Number of SARB Meetings Held	2	25	25
District Chronic Absenteeism Decrease		16%	38%

Three Sample Students	Number of Absences Prior to SARB	Average Number of Days Absent per Year	SARB Meeting	2018-19 Absences
Student 1	106 Days (K-3)	27 Days	November 2017	9 Days (4th Grade)
Student 2	39 (K-1)	20 Days	April 2018	10 Days (2nd Grade)
Student 3	110 (K-2 & 4-5)	22 Days	March 2018	9 Days (5th Grade)

2019 Attendance Awareness Campaign 2019 - We Belong in School

Officer Andrea Valtierra-Gongora School Attendance Presentations

Yamato Colony: August 29 at 5:30 p.m.

Selma Herndon: September 5th at 8:30 a.m.

LMS: September 12 at 8:30 a.m.

Campus Park: September 25 at 8:30 a.m.

Tiered Levels of Student Needs

Tier 1 = Students whose good attendance could be maintained and cultivated as long as the universal, prevention oriented supports are in place.

Tier 2 = Students who have a past history of moderate chronic absence (missing 10% or more of school) or face a risk factor (e.g. a chronic illness like asthma) which makes attendance more tenuous and need a higher level of more individualized support in addition to benefiting from the universal supports.

Tier 3 = Students with several levels of chronic absence (missing 20% or more of school in the past year or during the first month of school) and/or face a risk factor (like involvement in the child welfare or juvenile justice system, homelessness or having a parent who has been incarcerated).

LIVINGSTON UNION SCHOOL DISTRICT

Regular Board Meeting

September 12, 2019

Agenda Item VII, F: National Hispanic-Latino Heritage Month: Resolution No. 4—2019/2020

Board Consideration: Action Information/Discussion

Attachment(s): Resolution No. 4—2019/2020 (pg. 8.1)

Background

National Hispanic-Latino Heritage Month was established in 1988 by President Ronald Reagan. The law was passed to celebrate Hispanic-Latino Americans as well as the anniversaries of independence of Latin American countries. The month long celebration begins September 15 to October 15 recognizing the rich heritage, history and contributions of our community who trace their roots to Spain, Mexico, and Spanish-speaking nations of the Caribbean, Central and South America.

Discussion

Livingston Union School District embraces the rich diversity of cultures in our community. With over half of our students, 83% currently, being Hispanic-Latino; it is just to celebrate and honor the histories, cultures and contributions of our Hispanic community.

Recommended Action

To adopt Resolution No. 4 proclaiming September 15 to October 15 as National Hispanic-Latino Heritage Month.

**RESOLUTION OF THE GOVERNING BOARD OF
LIVINGSTON UNION SCHOOL DISTRICT**

**RESOLUTION NO. 4—2019/2020
“National Hispanic-Latino Heritage Month”
September 15 – October 15, 2019**

Whereas, National Hispanic-Latino Heritage Month had its origins in 1968 when Congress passed law, which authorized and requested the President to issue an annual proclamation designating the week including September 15 and 16 as National Hispanic-Latino Heritage Week. This law celebrated Hispanic-Latino Americans and the anniversaries of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua as well as Mexico’s independence on September 16.

Whereas, in 1988 Hispanic-Latino Heritage Week was changed to a month-long recognition beginning on September 15 and ending October 15.

Whereas, throughout the history and into current day, Hispanics-Latinos have made significant contributions in areas such as education, government, science, medicine, entertainment, literature, sports, military, agriculture and civil rights, thereby adding to the vibrancy of the United States.

Whereas, the objectives of National Hispanic-Latino Heritage Month are to create a greater awareness of the contributions of Hispanic Americans to American culture, to illustrate the diversity of the Hispanic American community, and to encourage a greater curiosity within young people about the rich history and cultural heritage of Hispanic Americans.

Whereas, in the Livingston Union School District, 83% of the district’s students are Hispanic or Latino.

Now, Therefore Be it Resolved, that the Livingston Union School District believes that National Hispanic-Latino Heritage Month provides a valuable opportunity for all students and staff to learn and recognize the contributions, histories, and cultures of American citizens whose ancestors came from Spain, Mexico, the Caribbean, Central America and South America.

The Foregoing Resolution was passed and adopted by the Board of Education of the Livingston Union School District this 12th day of September 2019.

Vernon Boyd, Board President

Rigo Espinoza, Board Trustee

Yolanda Correia, Board Trustee

Anne Land, Board Trustee

Kanwaldeep Bains, Board Trustee

Andrés Zamora, Secretary/Superintendent