

POSTED: 3-8-19

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

**LOS BANOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD OF EDUCATION  
REGULAR MEETING  
Los Banos City Council Chambers  
520 J Street – Los Banos, CA 93635  
Thursday, March 14, 2019  
5:45 P.M. Study Sessions  
6:30 P.M. - Closed Session  
7:00 P.M. - Regular Meeting**

**AGENDA**

The District welcomes Spanish speakers to Board meetings. Anyone planning to attend and needing an interpreter should call 826-3801, 48 hours in advance of the meeting, so arrangements can be made for an interpreter.  
*El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretación llame al 826-3801, 48 horas antes de la junta, para poder hacer arreglos de interpretación.*

**I. OPENING BUSINESS**

**A. Call Public Session to Order**

**B. Roll Call of Board Members Present**

Margaret Benton	Anthony Parreira
Megan Goin	Anahi Rodriguez
Ray Martinez	Marlene Smith
Gary Munoz	Celeste Gobeia

**C. Study Session:**

1. Second Interim Report (5:45 P.M.)
2. California Consulting Presentation (6:00 P.M.)

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

1. Student Discipline: Cases # 8194976998, #3163045667, #9194977001 and #4174250850 (Action)
2. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (No Action)
3. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA/CSEA (No action).

**II. OPEN REGULAR MEETING (7:00 P.M.)**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF AGENDA**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
**Proposed Action:** Approve Agenda

V. **PUBLIC HEARING**

**Public Presentations:**

Members of the public may request an item be placed on the agenda of a regular meeting by submitting a request in writing, with all supporting documents, if any, to the Superintendent at least two weeks before the scheduled meeting date. [BB 9322(a)]

**General Public Comment:**

Individuals wishing to address the Board on items not on the agenda may do so by approaching the podium. Once recognized, individuals shall identify themselves and make their statement. Speakers are limited to three (3) minutes, with the total time for public input at twenty (20) minutes per non-agenda item. [BB 9323]

**Public Comment on Agenda Items:**

Members of the community may address specific items on the agenda as they are taken up by the Board in open session or prior to the Board going into closed session. The Board President will recognize individuals who wish to speak. Speakers are limited to three (3) minutes, with the total time for public input at twenty (20) minutes per agenda item. Once public comment on the agenda item is concluded and the Board begins deliberations or recesses to closed session, no further public comment shall be permitted on the agenda item. [BB 9323]

VI. **RECOGNITION/INTRODUCTIONS**

1. Merced County Parent Leadership Training Institute Graduates
2. Dr. Brenda Latham, Dean of Merced College, Los Banos Campus
3. Members of the Measure X Citizens Oversight Committee

VII. **REPORTS**

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

VIII. **NEW BUSINESS**

- A. Second Period Interim Budget Report (Pg 7)

**5 Min**

Staff will provide a report on the Second Period Interim Budget. Current law requires the Board certify the financial condition of the District twice each year.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Approve and certify the District will be able to meet its financial obligations for the current year and two subsequent fiscal years.

B. Employee & Volunteer Recognition (Pg 8) **5 Min.**

It is recommended the Board adopt resolutions recognizing District employees and volunteers:

1. #03-19, Volunteer Recognition Week, April 7-13, 2019
2. #04-19, Day of the Teacher, May 8, 2019
3. #05-19, Classified School Employees' Week, May19-25, 2019

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Adopt Resolution. **(ROLL CALL VOTE)**

C. Local Control Accountability Plan Report (Pg 12) **5 Min.**

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

D. Resolution #7-19Volta Elementary School Environmental Review (Pg 13) **5 Min.**

It is recommended the Board adopt Resolution #7-19 adopting a CEQA Mitigated Negative Declaration and approving the Project. Board acceptance of the resolution will follow a public hearing.

1. Open Public Hearing
2. Close Public Hearing

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Hold public hearing; Adopt Resolution. **(ROLL CALL VOTE)**

E. Initial Bargaining Proposal /California School Employees Association (Pg 25) **5 Min.**

The initial bargaining proposal of the California School Employees Association (CSEA) will be presented, a public hearing held, followed by a recommendation to accept the initial proposal.

1. Open Public Hearing
2. Close Public Hearing

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Hold public hearing; adopt proposal

Initial Bargaining Proposal /Los Banos Unified (Pg26) **5 Min.**

The initial bargaining proposal of the Los Banos Unified School District (LBUSD) to the California School Employees Association (CSEA) will be presented, a public hearing held, followed by a recommendation to adopt the initial proposal.

1. Open Public Hearing
2. Close Public Hearing

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

**Proposed Action:** Hold public hearing; adopt proposal

- F. PERS Golden Handshake – Classified Employees (Pg 27) **5 Min.**  
It is recommended that the Board hold a public hearing to disclose the estimated PERS Golden Handshake costs and adopt Resolution 06-19 to open a PERS Golden Handshake window period for eligible classified employees.

1. Open Public Hearing
2. Close Public Hearing

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_  
**Proposed Action:** Hold public hearing; adopt resolution (**ROLL CALL VOTE**)

- G. Signing Bonus for Speech and Language Pathologist (SLP) (Pg 29) **5 Min**  
It is recommended the Board approve a \$10,000 signing bonus for Speech and Language Pathologist.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_  
**Proposed Action:** Approve signing bonus

- H. Mandated Policy Changes/Updates (First Reading) (Pg 30) **5 Min**  
It is recommended the Board declare its intent to adopt the following mandated policy updates:

BP 1250	Visitors/Outsiders; Community Relations
BP 1240	Volunteer Assistance; Community Relations
AR 1240	Volunteer Assistance; Community Relations
BP 0450	Comprehensive Safety Plan; Philosophy, Goals, Objectives and Comprehensive Plans

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_  
**Proposed Action:** Declare Intent to Adopt

## IX. CONSENT CALENDAR

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

- A. Approval of Minutes  
1. Regular Meeting, February 14, 2019 (Pg 49)  
2. Special Board Meeting, February 28, 2019 (Pg 56)
- B. Personnel Actions  
1. Report of Certificated Employment (Pg 58)  
2. Report of Classified Employment (Pg 59)
- C. Monthly Fiscal Report (Pg 60)

The monthly Fiscal Report is provided for Board information.

D. Holiday Schedule, Unrepresented Employees (Pg 68)

It is recommended the Board approve the 2019-20 Holiday Schedule for Management, Supervisory and Confidential employees.

E. Revised Job Description (Pg 70)

It is recommended the Board approve the revised job description for:  
Licensed Vocational Nurse

F. Donation (Pg 74)

It is recommended the Board approve the donation of \$360.06 from Morning Star to Henry Miller Elementary for the purchase of T-shirts for Student Mentors and \$1,313.20 from Morning Star to purchase 25<sup>th</sup> Annual Ag Day shirts for HME Staff.

G. Contracts/Agreements/Proposals:

1. Agreement, Fresno Pacific, Internship Program (Pg 78)
2. Agreement, Mobile Modular Piggy Back Contract, SLHS Restrooms (Pg 83)
3. Agreement, Forensic Analytical Consulting, Asbestos and Lead Paint Survey (Pg 89)

H. Overnight/Out-of-State Travel

1. WUES Students, Camp Green Meadows, Oct 22-25, 2019 (Pg 97)
2. LBHS FFA Students, CSU Chico Field Day, March 8-9, 2019 (Pg 106)
3. LBHS FFA Students, Gridley Field Day, March 29-30, 2019 (Pg 107)
4. LBHS FFA Students, CDE Finals, San Luis Obispo May 3-4, 2019 (Pg 108)
5. VE Students, Camp Green Meadows, Sept. 30-Oct 4, 2019 (Pg 109)

I. Obsolete Books (Pg 118)

It is recommended the Board declare specific library books and/or textbooks as obsolete and dispose of in accordance with Board Policy #3270.

J. Approval/Ratification of Warrants

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

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

X. **REPORTING CLOSED SESSION ACTION**

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

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

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

XIII. **REPORT OF CLOSED SESSION ACTION** (If necessary)

The Board will report if action was taken in closed session

XIV. **ADJOURNMENT**

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

**Board Reference Material**

**SUBJECT TITLE:**    **2018-19 2nd Interim Report**

**REQUESTED ACTION:**    Approve the 2018-19 2nd Interim Report

Action      X  

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the 2nd Interim Report which positively certifies that the District can meet its obligations for the current year, and two subsequent years.

**BACKGROUND INFORMATION:**

Current law requires the Board to certify the financial condition of the District twice annually. Attached is the 2nd Interim Report for the period ending January 31, 2019.

The interim report itself will come under a separate cover.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Goal #8: Maintain a reasonable balance between the need for long term fiscal stability and the support of students, teachers and programs.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

**SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):**

N/A

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**ORIGINATOR:**    Amer Iqbal, Director of Fiscal Services

**Date:**    March 14, 2019

**Board Reference Material**

**SUBJECT TITLE:**     **Employee & Volunteer Appreciation Resolutions 3-19 to 5-19**

**REQUESTED ACTION:** Adopt Resolutions

                  Action   X                     Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board adopt the attached resolutions.

**BACKGROUND INFORMATION:**

The Board and District recognizes the value of its dedicated employees and volunteers. Special recognition is given April 7-13, 2019 for “National Volunteer Week”; May 8, 2019 as “Day of the Teacher”, and May 19-25, 2019 as “Classified School Employees’ Week.”

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

**SPECIFIC FINANCIAL IMPACT:**

None.

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ORIGINATOR: Mark Marshall, Ed.D., Superintendent  
Dated: March 14, 2019



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

**Resolution #03-19**

**VOLUNTEER RECOGNITION**

**“Volunteers Give the Time of Their Lives”**

WHEREAS, April 7 - April 13, 2019, is the celebration of National Volunteer Week; and

WHEREAS, volunteers are eager to help out in every way and take the time to make the world a better place;

WHEREAS, volunteerism is recognized as a central partner to education where young people have the advantage of seeing adults show respect, responsibility, fairness, trustworthiness, caring and citizenship;

NOW, THEREFORE, BE IT RESOLVED, that the Los Banos Unified School District Board of Trustees publicly thanks and honors the many dedicated individuals who give so freely of their time, energy and abilities to the students of this school district not only during this special week but throughout the year.

Passed and adopted this fourteenth day of March, 2019 by the following vote:

Ayes \_\_\_\_\_  
Noes \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstain \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education  
Los Banos Unified School District

\_\_\_\_\_  
Secretary, Board of Education  
Los Banos Unified School District

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

**Resolution #04-19**

**DAY OF THE TEACHER**

**“Teachers Today...Touch Tomorrow”**

WHEREAS, May 8, 2019, is designated as “Day of the Teacher” in celebration of the teaching profession; and

WHEREAS, the Board recognizes that a strong public education system for all youth is essential to our democratic system; and

WHEREAS, the Board acknowledges the true heroes of society...our teachers... for the lasting contributions they make to our most valuable resource—our children.

NOW, THEREFORE, BE IT RESOLVED, that the Los Banos Unified School District Board of Trustees publicly thanks and honors the many dedicated individuals who give so freely of their time, energy and abilities to the students of this school district not only on this special day but throughout the year and urge the citizens of Los Banos to pay tribute to them as well.

Passed and adopted this fourteenth day of March, 2019 by the following vote:

Ayes \_\_\_\_\_  
Noes \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstain \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education  
Los Banos Unified School District

\_\_\_\_\_  
Secretary, Board of Education  
Los Banos Unified School District

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

**Resolution #05-19**

**CLASSIFIED SCHOOL EMPLOYEES' WEEK**

**“Together, Everyone Achieves More”**

WHEREAS, May 19-25, 2019 is designated as “Classified School Employees’ Week,” in celebration of support staff; and

WHEREAS, the Board recognizes that a strong, successful public education system requires a team effort and the classified employees are valued members of the District team; and

WHEREAS, the Board acknowledges the true heroes of society...our classified employees...who take care of the district’s support functions so teachers can concentrate on teaching and students can focus on learning;

NOW, THEREFORE, BE IT RESOLVED, that the Los Banos Unified School District Board of Trustees publicly thanks and honors the many dedicated individuals who give so freely of their time, energy and abilities not only during this special week but throughout the year and urge the citizens of Los Banos to pay tribute to them as well.

Passed and adopted this fourteenth day of March, 2019 by the following vote:

Ayes \_\_\_\_\_  
Noes \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstain \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education  
Los Banos Unified School District

\_\_\_\_\_  
Secretary, Board of Education  
Los Banos Unified School District

**Board Reference Material**

**SUBJECT TITLE:**     **LCAP Update**

**REQUESTED ACTION:** Discussion only

Action \_\_\_\_\_

Discussion/Information   X  

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**RECOMMENDATION:**

Staff will update the Board on the progress of the implementation of the Local Control Accountability Plan (LCAP) for the 2018-19 school year.

**BACKGROUND INFORMATION:**

In June of 2018, our District approved and adopted the 4th LCAP required by the state for the Local Control Funding Formula (LCFF). The LCAP addresses the District’s goals and funding priorities for the next 3 years. Staff will share with the Board the progress made so far towards those goals along with the programs and funding to support them.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

None

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**ORIGINATOR:** Paul Enos and Paula Mastrangelo, Assistant Superintendents

**Date:** March 14, 2019

## Board Reference Material

**SUBJECT TITLE:** Volta Elementary School Environmental Review and Resolution #7-19

**REQUESTED ACTION:** Adopt

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

Staff recommends the Board adopt Resolution #7-19, thus adopting a CEQA Mitigated Negative Declaration and approving the Project.

### **BACKGROUND INFORMATION:**

The Volta Elementary School Modular Classrooms and Facilities Expansion Project includes the addition of eleven modular classrooms; installation of a water storage tank; construction of a lunch canopy structure; and construction of a storm water retention basin.

The California Environmental Quality Act (CEQA) generally requires public agencies to consider and document the environmental impacts of all “discretionary projects proposed to be carried out or approved by public agencies.” (Pub. Res. Code, § 21080). For every non-exempt public project, CEQA generally requires the lead agency to prepare an Initial Study in order to determine the level of environmental review required for CEQA compliance. If the Initial Study indicates that the Project will not result in significant adverse environmental impacts, the lead agency may adopt a “Negative Declaration.” (Pub. Res. Code § 21080(c).) If the initial study reveals substantial evidence that significant environmental impacts might occur, but also identifies mitigation measures that reduce those impacts to a level of less than significant, the lead agency may satisfy CEQA obligations with a “Mitigated Negative Declaration.” (Pub. Res. Code §§ 21064.5 & 21080(d))

Consistent with this process, an Initial Study was prepared which determined that the proposed Project may result in significant environmental impacts, but that mitigation measures would reduce those impacts to a less than significant level. Therefore, a Mitigated Negative Declaration (MND) was prepared. In compliance with CEQA Guidelines 15072 and 15073, the District provided notice of and circulated the Initial Study and MND for a 30-day public review period. The District received comments from public agencies, which are included in the Summary of Comments and Responses to Comments. The Initial Study, including the Appendices and Mitigation Monitoring and Reporting Plan (MMRP), which is lengthy and can be found at: [http://www.losbanosusd.org/files/user/944/file/Volta\\_Elem\\_Initial\\_Study\\_\\_Signed\\_.pdf](http://www.losbanosusd.org/files/user/944/file/Volta_Elem_Initial_Study__Signed_.pdf), and the MND, which is attached, represent the proposed final environmental document for the Project as described in the Resolution. Also attached are the Responses to Comments Received.

CEQA and its implementing guidelines encourage public participation in the CEQA process, thus a Public Hearing has been scheduled during this March 14, 2019 Board meeting. Following the Public Hearing, and after consideration of any comments received, the Board may consider and approve the Resolution adopting a Mitigated Negative Declaration and approve the Project.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This activity supports Board Goals Four and Five, maintaining adequate classrooms in the District to maintain students on a single track.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

Approval of the MND entails filing a Notice of Determination which costs \$2,404.75 and will be paid from Developers Fee Fund 25.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services  
Date: March 14, 2019

**RESOLUTION NO. 7-19  
BEFORE THE GOVERNING BOARD OF  
LOS BANOS UNIFIED SCHOOL DISTRICT  
MERCED COUNTY, CALIFORNIA**

**A RESOLUTION ADOPTING A MITIGATED NEGATIVE DECLARATION FOR THE  
VOLTA ELEMENTARY SCHOOL MODULAR CLASSROOMS AND FACILITIES  
EXPANSION PROJECT AND APPROVING THE PROJECT**

**WHEREAS**, Los Banos Unified School District (the “District”) is proposing to undertake the Volta Elementary School Modular Classrooms and Facilities Expansion Project located at the existing Volta Elementary School campus on Ingomar Grade near Henry Miller Avenue within the unincorporated community of Volta in Merced County (“Project”); and

**WHEREAS**, the Project includes construction and operation of eleven modular classrooms, installation of a water storage tank, construction of a lunch canopy structure, and construction of a storm water retention basin at the existing Volta Elementary School campus; and

**WHEREAS**, development of the Project is planned to occur in three phases, with Phase 1 (including three modular classrooms and the storm drainage basin) expected to start in March 2019 with a duration of up to six months, and Phase 2 (including eight modular classrooms) and Phase 3 (including the lunch canopy) estimated to occur three to eight years in the future, with a duration of up to six months for each of those phases; and

**WHEREAS**, the Project would not expand or otherwise change the boundaries of the existing Volta Elementary School campus; and

**WHEREAS**, the District has prepared an Initial Study and Proposed Mitigated Negative Declaration for the Project in compliance with the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines; and

**WHEREAS**, notice that the District proposed to adopt a Mitigated Negative Declaration for the Project was provided to the public within a reasonable period of time prior to the date on which the Mitigated Negative Declaration was scheduled for adoption; and

**WHEREAS**, the Initial Study identified potentially significant effects which the Project could have but the District agreed to mitigation measures before the proposed Mitigated Negative Declaration was released for public review, which will avoid the effects or mitigate the effects to a point where no significant impacts will occur; and

**WHEREAS**, all comments received from the public in response to the proposed Mitigated Negative Declaration have been submitted to the Governing Board for review, together with responses to those comments; and

**WHEREAS**, there is no substantial evidence before the Board that the Project may have a significant effect on the environment; and

**WHEREAS**, the District has prepared a Mitigation Monitoring Reporting Program for the Project, set forth in Section F of the Initial Study.

**THEREFORE, BE IT RESOLVED**, that the Governing Board of Los Banos Unified School District makes the following findings:

SECTION 1. The Board adopts the foregoing recitals as true and correct.

SECTION 2. The Board hereby finds that the Initial Study and Mitigated Negative Declaration reflect the independent judgment of the District as Lead Agency for the Project.

SECTION 3. The Board hereby finds that the Initial Study and Mitigated Negative Declaration have been completed in compliance with CEQA; and that the Board has independently reviewed and considered the Initial Study and proposed Mitigated Negative Declaration, together with all comments received during the public review process, prior to adopting the Mitigated Negative Declaration and approving the Project.

SECTION 4. The Board, based on the Initial Study and the comments received, hereby finds there is no substantial evidence the Project may have a significant effect on the environment.

SECTION 5. The Board hereby approves the Project.

SECTION 6. The Board hereby authorizes the Superintendent or his designee to file a Notice of Determination for the Project.



**THE FOREGOING RESOLUTION** was adopted by the Governing Board of Los Banos Unified School District of Merced County, State of California, at a regular meeting of said Board held on the 14<sup>th</sup> day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Anthony Parreira, President  
Governing Board  
Los Banos Unified School District  
Merced County, California

I, Marlene R. Smith, Clerk of the Governing Board of the Los Banos Unified School District, County of Merced, State of California, do hereby certify that the foregoing is a true copy of the resolution adopted by said Board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

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Marlene R. Smith, Clerk  
Governing Board  
Los Banos Unified School District  
Merced County, California

**Los Banos Unified School District  
MITIGATED NEGATIVE DECLARATION**

**Volta Elementary School Modular Classrooms and Facilities Expansion Project  
(State Clearinghouse No. 2018111010)**

**Project Title:** Volta Elementary School Modular Classrooms and Facilities Expansion Project

**Lead Agency and Project Sponsor:** Los Banos Unified School District

**Contact Person:**

Don Laursen,  
Assistant Superintendent, Administrative Services  
1717 S. 11th Street, Los Banos, CA 93635-4800  
Phone: (209) 826-3801  
Email: DLaursen@losbanosusd.k12.ca.us

**Project Location and Description:** The proposed Project is sited on the existing Volta Elementary School campus, a 7.6-acre parcel on the southwest side of Ingomar Grade near Henry Miller Avenue within the unincorporated community of Volta in Merced County. The Project will not expand or otherwise change the boundaries of the existing campus.

The Project would add the following facilities to the campus: eleven modular classroom buildings; a 14-foot high, 25,000-gallon capacity water tank; an approximately 4,000 square-foot, 18-foot high lunch canopy structure; and an approximately 15,000 square-foot storm drainage basin (average depth of 8 feet) secured by a screened fencing system. Additionally, to accommodate the proposed storm drainage basin, a softball field currently located in the southwest corner of the campus would be relocated toward the center of the campus. Currently there are 472 students and 45 employees at the Volta Elementary School campus. With installation of the modular classrooms, approximately 330 students and 12 employees are expected to be added to the campus. The existing operational characteristics of the campus are otherwise expected to remain substantially the same upon completion of the Project.

**Timing:** Development of the Project is planned to occur in three phases. Phase 1 (including three modular buildings and the storm drainage basin) is expected to start in Spring 2019 with a duration of up to six months. Phase 2 (including 8 portables) and Phase 3 (including the lunch canopy) are currently estimated to occur three to eight years in the future, with a duration of up to six months for each of those phases.

**Mitigation Measures:** The District has incorporated into the Project mitigation measures for potentially significant project impacts related to biological resources, cultural resources, geology and soils, and tribal cultural resources. The mitigation measures are included in Table 1 of the Initial Study.

**Finding:** As required by the California Environmental Quality Act, the District prepared an Initial Study for the Project (attached). Based on the Initial Study, the District determined that although the Project could have a significant effect on the environment, there would not be a significant effect in this case because the District incorporated into the Project mitigation measures that would avoid any significant effects of the Project or reduce the effects to a less than significant level. Therefore, it is the intent of Los Banos Unified School District to adopt a Mitigated Negative Declaration for the Project.

  
Signature

1/25/2019  
Date

DON LAURSEN  
Print Name

ASSISTANT SUPERINTENDENT, ADMINISTRATIVE SERVICES  
Title

**Los Banos Unified School District  
Responses to Comments Received  
VOLTA ELEMENTARY SCHOOL MODULAR CLASSROOMS AND FACILITIES EXPANSION PROJECT  
Initial Study/Mitigated Negative Declaration**

**March 7, 2019**

This document presents the Los Banos Unified School District's responses to the comments received on the Volta Elementary School Modular Classrooms and Facilities Expansion Project Initial Study and Mitigated Negative Declaration during the 30-day public review period from January 29, 2019 to February 28, 2019. The response to each letter is presented below. Each of the comment letters received is attached for reference.

**Email dated February 25, 2019, from the Volta Community Services District, Johnny Leonard, General Manager**

Note: previous to receiving the February 25, 2019 comment email from Volta CSD, the District received a response to the Preliminary Request for Comment on the project on December 14, 2018 from Volta CSD (also attached) that stated:

"Volta CSD will be able to provide water service to the proposed Volta Elementary School Expansion project. The quality of the District's water supply meets State standards as required by the State Water Resources Control Board, Division of Drinking Water."

The subsequent comments from Volta CSD indicated the following:

- 1.) Volta CSD's groundwater supply is currently untreated and therefore a 25,000-gallon tank for water storage for any length of time would become stagnate and unsanitary.
- 2.) The existing issue of low water pressure at the modular classrooms installed last spring should be analyzed and corrected before installation of the three additional portables as included in Phase 1 of the project.
- 3.) The installation of the eight portables included in Phase 2 of the project would be more feasible upon completion of the pending consolidation of Volta CSD and Santa Nella County Water District as a larger water system would have the capacity for the anticipated supply and demand.

In response to Item 1, the water tank will be used for fire suppression, thus the potential for stagnation and sanitary issues will not be a problem. Regarding item 2, the District architect does not believe the three portables in Phase I will have a substantial effect on water pressure, but the District has authorized the Architect's civil engineer to evaluate the condition and make recommendations. With respect to Item 3, Phase 2 would occur three to eight years in the future, so there would be time for the water district consolidation to occur or to otherwise alleviate the issue.

**Letter dated February 28, 2019, from the Merced county Community and Economic Development Department, Steven Maxey, Deputy Director**

The County indicated that it would like to better understand how trips are distributed through the roadway network at the three intersections mentioned in the letter and would like additional information to provide more context to the cumulative regional impacts and the potential impacts to Ingomar Grade

**Responses to Comments Received on Volta Elementary School Modular Classrooms and Facilities Expansion Project (continued)**

Road, especially in relation to existing pedestrian facilities near Ingomar Grade Road and Henry Miller Avenue.

The District's Initial Study indicated that project traffic impacts from the school impacts would be less than significant as the limited number of trips generated by the project would not have an effect that would be substantially different from the traffic conditions forecasted in the General Plan, and the increase in trips would not likely amount to a number that would change current or future LOS conditions in the vicinity.

The small first phase of the project (addition of three modular classrooms) would need to be completed during the next six months. However, prior to the second phase of the project (which would include installation of another eight modular classrooms starting at least three years in the future), the District would be willing to work with the County to facilitate the provision of additional transportation-related information, as noted in the letter.

**From:** [Don Laursen](#)  
**To:** [Daniel Brannick](#); [Scott Odell](#)  
**Cc:** [Robert Thornton](#); [Steven Polanco \(steven.polanco@teterae.com\)](mailto:steven.polanco@teterae.com)  
**Subject:** FW: Volta Elementary School Expansion Project  
**Date:** Tuesday, February 26, 2019 7:13:12 PM

---

FYI.

Don

Donald Laursen  
Assistant Superintendent, Administrative Services  
Los Banos Unified School District  
1717 S 11th St  
Los Banos, CA 93635-4800  
(209) 826-3801 x7010 voice  
(209) 826-6810 fax

-----Original Message-----

From: Johnny Leonard [<mailto:info@voltawater.com>]  
Sent: Monday, February 25, 2019 4:35 PM  
To: Don Laursen  
Subject: Re: Volta Elementary School Expansion Project

--

Dear Mr. Laursen,

Please review the following comments I am submitting on behalf of the Volta Community Services District:

- 1.) Volta CSD's groundwater supply is currently untreated and therefore a 25,000-gallon tank for water storage for any length of time would become stagnate and unsanitary.
- 2.) The existing issue of low water pressure at the modular classrooms installed last spring should be analyzed and corrected before installation of the three additional portables as included in Phase 1 of the project.
- 3.) The installation of the eight portables included in Phase 2 of the project would be more feasible upon completion of the pending consolidation of Volta CSD and Santa Nella County Water District as a larger water system would have the capacity for the anticipated supply and demand.

I will also be mailing a hard copy of this letter to you in addition to this email.

Sincerely,

Johnny Leonard  
General Manager  
Volta Community Services District  
P.O. Box 2406  
Los Banos, CA 93635  
(209)829-3406  
[info@voltawater.com](mailto:info@voltawater.com)

## Scott Odell

---

**From:** Daniel Brannick  
**Sent:** Friday, December 14, 2018 11:52 AM  
**To:** Scott Odell  
**Subject:** Fwd: Request for Comments - Volta Elementary School Modular Classrooms and Facilities Expansion Project

FYI from Volta CSD

Daniel Brannick  
Associate Planner  
ODELL Planning & Research, Inc.  
49346 Road 426, Suite 2  
Oakhurst, CA 93644  
(559) 472-7167 x104  
www.odellplanning.com

---

**From:** Johnny Leonard <info@voltawater.com>  
**Sent:** Friday, December 14, 2018 11:50:35 AM  
**To:** Daniel Brannick  
**Subject:** RE: Request for Comments - Volta Elementary School Modular Classrooms and Facilities Expansion Project

--

Hi Daniel,

I apologize for the delay in replying to your email. On November 21st I went on vacation and I'm just catching up on answering correspondence.

Volta CSD will be able to provide water service to the proposed Volta Elementary School Expansion project. The quality of the District's water supply meets State standards as required by the State Water Resources Control Board, Division of Drinking Water.

Please contact me if you should need any additional information.

Sincerely,

Johnny Leonard  
General Manager  
Volta Community Services District  
P.O. Box 2406  
Los Banos, CA 93635  
(209)829-3406  
fax(209)826-6570  
info@voltawater.com

On Thu, December 13, 2018 11:03 am, Daniel Brannick wrote:



**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

**Mark J. Hendrickson**  
*Director*

**Steven Maxey**  
*Deputy Director*

February 28, 2019

Mr. Don Laursen  
Assistant Superintendent  
Administrative Services  
1717 S. 11<sup>th</sup> Street  
Los Banos, CA 93635-4800

2222 "M" Street  
Merced, CA 95340  
(209) 385-7654  
(209) 726-1710 Fax  
www.co.merced.ca.us

Equal Opportunity Employer

RE: Request for Comments on the Volta Elementary School Modular Classroom and Facilities Expansion Project Initial Study and Mitigated Negative Declaration

Dear Mr. Laursen,

The Merced County Community and Economic Development Department appreciates the opportunity to submit formal comments on the Volta Elementary School Modular Classroom and Facilities Expansion Project. The project proposes to add 11 modular classrooms, a water tank, lunch canopy, and storm drainage basin. The project site is located within the unincorporated community of Volta in Merced County, approximately four miles northwest of the City of Los Banos.

**Transportation**

The County would like to better understand how trips are distributed through the existing roadway networks and requests for project trip info diagram(s) to identify the trip distribution through the existing roadway networks, specifically for the following intersections:

- Ingomar Grade Road and Volta Road (South)
- Ingomar Grade Road (North) and Henry Miller Avenue
- Ingomar Grade Road (South) and Henry Miller Avenue

At this time, the County needs additional information to provide more context to the cumulative regional impacts and the potential impacts to Ingomar Grade Road, especially in relation to existing pedestrian facilities where Ingomar Grade Road and Henry Miller Avenue.

We appreciate the opportunity to comment on the Volta Elementary School Modular Classroom and Facilities Expansion Project. We would be pleased to discuss our comments with you as needed and look forward to the opportunity to participate in the environmental review and project approval process.

Sincerely,

Steven Maxey  
Deputy Director, Merced County Community and Economic Development

Cc Jim Brown, Merced County Executive Officer  
Mark Hendrickson, Director, Merced County Community and Economic Development  
Dana Hertfelder, Director, Merced County Public Works  
Bill Nicholson, Merced County LAFCO  
County Counsel

## **Board Reference Material**

**SUBJECT TITLE: Initial Bargaining Proposals – Los Banos Unified School District and California School Employee Association and its Los Banos Chapter, #092**

**REQUESTED ACTION:** Public Hearing and Adoption of Proposals

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended that the Board accept the initial bargaining proposal submitted by the Los Banos Unified School District (LBUSD). Board acceptance of the proposal will follow a public hearing.

### **BACKGROUND INFORMATION:**

Each bargaining cycle, LBUSD submits a bargaining proposal per language in the California School Employee Association and its Los Banos Chapter, #092 collective bargaining agreement. The purpose of this item is to make the proposal public and to allow for public comment. Once this “sunshining” procedure has taken place, negotiations can begin.

### **HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

### **ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified.

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

The financial cost will be reported when the negotiated settlement is approved by the Board.

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources  
Date: March 14, 2019





February 27, 2019

**Dr. Mark Marshall**  
**Superintendent**  
**Los Banos Unified School District**  
**1717 S. 11<sup>th</sup> Street**  
**Los Banos, CA. 93635**

Dear Superintendent Marshall:

The California School Employees Association and its Los Banos Chapter #092 are hereby notifying the District of its intent to open negotiations for the 2018-2019 school years as follows:

**ARTICLE VI. COMPENSATION AND BENEFITS:**

Salary:

Increase wages on the salary schedule to fair and equitable

**ARTICLE XVI. VACATION TIME:**

Accumulation:

Increase vacation time.

I respectfully request that this letter serve as public notice at the next scheduled board meeting subject to the requirements as set forth in Government Code Section 3547.

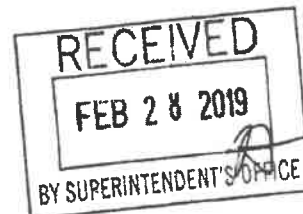
CSEA and its Chapter #092 is confident; we will be able to orchestrate a mutually-beneficial agreement. I personally am excited to promote a collaborative partnership with the District and look forward to a good faith negotiation process.

Please contact me so that we may set some mutually agreeable dates for the commencement of negotiations.

Respectfully,

A handwritten signature in cursive script that reads "Lisa A. Souza".

Lisa Souza  
President  
CSEA, Chapter #092



Initial Proposal of the Los Banos Unified School District  
to the California School Employee Association

March 14, 2019

The Los Banos Unified School District presents the following initial proposal in negotiations with the California School Employee Association (CSEA) on reopens for the agreement which expires on June 30, 2019.

1. Article VI. (Compensation and Benefits)

The District seeks to provide bargaining unit members with fair and reasonable compensation. As always, the District seeks to pay CSEA members competitively in comparison with other districts in Merced County and to maintain fiscal solvency.

2. Article XII. (Transfers, Promotions, Employment, Reclassifications)

The District opens this Article to discuss changes relating to the dates identified in Reclassification, b. and d.

## Board Reference Material

**SUBJECT TITLE: PERS GOLDEN HANDSHAKE - CLASSIFIED EMPLOYEES**  
**(Revised)**

**REQUESTED ACTION: Hold a public hearing disclosing Estimated Costs and adopt Resolution #06-19 to open a PERS Golden Handshake Window Period.**

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended that the Board hold a public hearing to disclose the estimated PERS Golden Handshake costs and adopt the attached resolution to open a PERS Golden Handshake window period for eligible classified employees.

**BACKGROUND INFORMATION:**

Per agreement with CSEA, the District will open a window for the PERS Golden Handshake. Eligible employees include classified employees who are eligible to retire from PERS during the window period. The District intends that there will be net savings from this action. This offer is available to all PERS members of the District (CSEA, Management, Confidential, Supervisors and Teachers).

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified.

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

An estimated cost based on prior Golden Handshakes is \$375,000 for 15 individuals. The savings require roughly 4 years to be fully realized.

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ORIGINATOR: Amer Iqbal, Director of Fiscal Services  
Date: March 14, 2019

# LOS BANOS UNIFIED SCHOOL DISTRICT

## Resolution #06-19

### RESOLUTION TO GRANT A DESIGNATED WINDOW PERIOD FOR TWO YEARS ADDITIONAL PERS SERVICE CREDIT

WHEREAS, Los Banos Unified School District participates in the Public Employees' Retirement System; and

WHEREAS, Los Banos Unified School District desires to provide a designated window period for Two Years Additional Service Credit (Section 20904) based on the collective bargaining agreement which provides for Two Years Additional Service Credit (Section 20904) for eligible miscellaneous members; then,

NOW, THEREFORE, BE IT RESOLVED that Los Banos Unified School District does hereby authorize this Resolution, indicating a desire to add a designated window period from May 15, 2019 through August 16, 2019, for eligible members in Los Banos Unified School District.

Adopted and approved this fourteenth day of March 2019.

AYES;

NOES:

ABSENT:

ABSTAIN:

Los Banos Unified School District

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(Presiding Officer of the Board)

**Board Reference Material**

**SUBJECT TITLE: Signing Bonus for Speech and Language Pathologist (SLP)**

**REQUESTED ACTION:**

Action   X  

Discussion/Information:

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**RECOMMENDATION:**

It is recommended the Board approve a \$10,000 signing bonus for Speech and Language Pathologist.

**BACKGROUND INFORMATION:**

Los Banos Unified School District (LBUSD) struggles to attract qualified applicants for the open Speech and Language Pathologist positions. Districts throughout California and as close as the local county office of education have offered Signing Bonuses to attract qualified SLP. Candidates receiving the bonus must commit to three years of service with LBUSD.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

**#9** Recruit, hire, train and retain administrative, instructional and classified staff that will provide the best educational environment for the students of Los Banos Unified School District.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified

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

The onetime signing bonus payment will be applied in the August, 2019 payroll warrants. The approximate cost will be \$20,000. This cost is based on the current openings that would be eligible for the bonus.

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ORIGINATOR: Tammie Calzadillas, Ed.D. Assistant Superintendent Human Resources  
Date: March 14, 2019

## Board Reference Material

**SUBJECT TITLE:**            **Mandated Policy Changes/Updates-First Reading**

**REQUESTED ACTION:**    Declare Intent to Adopt

Action   X  

Discussion/Information \_\_\_\_\_

**RECOMMENDATION:**

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

BP 1250	Visitors/Outsiders; Community Relations
BP 1240	Volunteer Assistance; Community Relations
AR 1240	Volunteer Assistance; Community Relations
BP 0450	Comprehensive Safety Plan; Philosophy, Goals, Objectives and Comprehensive Plans

**BACKGROUND INFORMATION:**

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

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This activity is operational in nature, and does support a specific Board Goal.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

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

**SPECIFIC FINANCIAL IMPACT:**

None.

ORIGINATOR: Dr. Mark Marshall, Superintendent

DATE: March 14, 2019

# Los Banos USD

## Board Policy

### Visitors/Outsiders

BP 1250

#### Community Relations

The Governing Board 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)

Any person who is not a student or staff member shall register immediately upon entering any school building or 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 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)  
(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 3515.2 - Disruptions)

### **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.**

**The principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code 626.81)**

#### 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

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

##### ATTORNEY GENERAL OPINIONS

95 Ops.Cal.Atty.Gen. 509 (1996)



Policy LOS BANOS UNIFIED SCHOOL DISTRICT  
adopted: March 10, 2011 Los Banos, California  
**revised: March 14, 2019**

# Los Banos USD

## Board Policy

### Volunteer Assistance

BP 1240

#### Community Relations

The Governing Board ~~encourages~~ **recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages** parents/guardians and other members of the community to share their time, knowledge and abilities with our students. ~~Community volunteers in our schools enrich the educational program and strengthen our schools' relationships with homes, businesses, public agencies and private institutions. By their presence in the classroom and on school grounds, volunteers may also enhance supervision of students and contribute to school safety.~~

(cf. 1000 - Concepts and Roles)

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

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

(cf. 6171 - Title I Programs)

The Superintendent or designee **shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.**

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

~~may authorize the use of volunteers and shall establish procedures to protect the safety of both students and volunteers. The Superintendent or designee may require tuberculosis testing and fingerprinting of volunteers and may request criminal records checks as authorized by law. Volunteers shall act in accordance with district policies and regulations.~~

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

(cf. 1230 - School Connected Organizations)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(cf. 4212.5 - Security/Credit Check)

**The Board prohibits harassment of any volunteer on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,**

**genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. (Government Code 12940)**

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

**As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.**

~~The primary responsibility for everyday maintenance of the schools and grounds rests with the district's~~

**Volunteer work shall be limited to those projects that do not replace the normal duties of classified employees staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, ~~meet a specific need,~~ comply with established building and safety codes, ~~do not significantly increase maintenance workloads and comply with employee commitments and contracts~~ **negotiated agreements.****

**(cf. 4141/4241 - Collective Bargaining Agreement)**

**The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.**

**Volunteers shall act in accordance with district policies, regulations, and school rules. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.**

~~(cf. 6144 - Controversial Issues)~~ **(cf. 3515.2 - Disruptions)**

**The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.**

**(cf. 1150 - Commendations and Awards)**

**The Superintendent or designee shall periodically report to the Board regarding the district's volunteer assistance program.**

**(cf. 0500 - Accountability)**

**Workers' Compensation Insurance**

**The Board desires to provide a safe environment for volunteers and minimize the district's exposure to liability.**

**Upon the adoption of a resolution by the Board, volunteers shall be entitled to workers'**

**compensation benefits for any injury sustained while engaged in the performance of service for the district. (Labor Code 3364.5)**

**(cf. 3530 - Risk Management/Insurance)  
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)**

Legal Reference:

EDUCATION CODE

**8482-8484.6 After School Education and Safety program**

**8484.7-8484.9 21st Century Community Learning Center program**

35021 Volunteer aides

35021.1 Automated records check

**35021.3 Registry of volunteers for before/after school programs**

44010 Sex offense; definition

**44814-44815 Supervision of students during lunch and other nutrition periods**

~~44227.5 Classroom participation by college level teaching methodology faculty~~

~~44814 Duty free lunch periods~~

~~44815 Noncertificated supervision~~

45125 Fingerprinting requirements

**45125.01 Interagency agreements for criminal record information**

~~45340-45349 Instructional aides act, especially:~~

~~45344.5 Instructional aide; proficiency in basic skills~~

~~45347 Instructional aides as classified employees~~

~~45349 Volunteers~~

**45360-45367 Teacher aides**

**48981 Parental notifications**

**49024 Activity Supervisor Clearance Certificate**

49406 Examination for tuberculosis

GOVERNMENT CODE

~~3100-3109 Oath or affirmation of allegiance~~

3543.5 Prohibited interference with employees' rights

~~96100-96114 Academic Volunteer and Mentor Service Act of 1992~~

**12940 Prohibited discrimination and harassment**

HEALTH AND SAFETY CODE

**1596.7995 Immunization requirements for volunteers in child care center or preschool**

1596.871 Fingerprints of individuals in contact with child day care facility clients

LABOR CODE

**1720.4 Public works; exclusion of volunteers from prevailing wage law**

**3352 Workers' compensation; definitions**

~~3364.5 Persons performing voluntary services for school districts Authority to provide~~

**workers' compensation insurance for volunteers**

PENAL CODE

**290 Registration of sex offenders**

290.4 Information re: sex offenders

**290.95 Disclosure by person required to register as sex offender**

**626.81 Sex offender; permission to volunteer at school**

~~CODE OF REGULATIONS, TITLE 5~~

~~18168 Personnel duties with infants and toddlers~~

~~CODE OF REGULATIONS, TITLE 22~~

101170 Criminal record clearance

**101216 Health screening, volunteers in child care centers**

**PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS**

~~62 Ops. Cal. Atty. Gen. 325 (1979)~~

~~Whisman Elementary School District, 15 Public Employee Reporter for California,~~

~~Section 22043 (1991) PERB Decision No. 868~~

Management Resources:

WEB SITES

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

**California Department of Education, Parents/Family and Community:**

**<http://www.cde.ca.gov/lp/pf>**

California Department of Justice, Megan's Law mapping: <http://www.meganslaw.ca.gov>

**California Parent Teacher Association: <http://www.capta.org>**

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

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: October 3, 1996 Los Banos, California

**revised: March 14, 2019**

# Los Banos USD

## Administrative Regulation

### Volunteer Assistance

AR 1240

### Community Relations

#### Volunteer Definition Duties of Volunteers

~~A volunteer is a parent, community member or other adult who is paid or unpaid and assists at a school site or program on a regular or semi-regular basis. Volunteers under the age of 21 shall be under the direct supervision of a district paid employee.~~

#### Qualifications

~~1. Community Volunteers serving as classroom aides or otherwise supervising students and Parent Volunteers serving as classroom aides or otherwise supervising students in their own children's schools may:~~

~~a. Be determined not to be a registered sex offender. (Education Code 35021) Before authorizing any volunteer to serve as a nonteaching aide or to supervise students on a regular basis the Superintendent or designee shall ask a local law enforcement agency to conduct an automated records check or call the Department of Justice to determine that the individual is not a registered sex offender. Volunteers shall be informed that the district is pursuing this investigation.~~

~~b. Submit evidence that they are free from active tuberculosis in accordance with District policy.~~

~~2. Community Volunteers serving as classroom aides must be at least 21 years of age and shall give evidence of the following qualifications required of all instructional aides: (Education Code 45347, 45349)~~

~~a. Tuberculosis testing. (Education Code 49406)~~

~~b. Fingerprinting. (Education Code 45125)~~

~~(cf. 4212 Appointment and Conditions of Employment)~~

~~(cf. 4222 Teacher Aides/Paraprofessionals)~~

~~3. Community Volunteers for Co-curricular and Extra-Curricular activities must be at least 18 years of age and:~~

~~a. Have evidence of a negative TB test and been fingerprinted.~~

b. ~~Have a clear police record with no criminal activity or convictions.~~

e. ~~Must be recommended by the teacher of the organization, and approved by the principal of the school, and the Superintendent or designee.~~

d. ~~Must have written approval from the district employee of the activity they will be volunteering for.~~

e. ~~A chaperone over 21 must be present at all practice events.~~

4. ~~Volunteer activities requiring fingerprinting and a criminal record clearance in addition to other specific requirements include, but are not limited to:~~

~~\* Coaching~~

~~\* One-on-one tutoring or mentoring outside the classroom or another supervised school setting~~

~~\* Attending or chaperoning overnight school-sponsored trips~~

~~\* Student observation as a part of a formal teacher preparation program~~

~~\* Any other volunteer activity, including that done by parents in child care and development programs, where there is the possibility of unsupervised contact with children~~

~~\* Any other volunteer activity where the funding agency requires such a criminal record clearance~~

5. ~~Only District employees or District approved volunteers 21 or older are allowed to transport students during the course of their volunteer activity and must be cleared to drive through the District transportation department and are required to drive a District vehicle.~~

~~— A DMV record will be reviewed. Drivers who have more than two points on the record or have had a DUI will not be allowed to transport students.~~

6. ~~All community volunteers and Parent Volunteers in child care and development programs shall:~~

~~— Be tested for tuberculosis not more than 60 days before or within seven days after the volunteer service begins; staff shall also maintain annual follow-up reports indicating that the volunteer is free from tuberculosis. (5 CCR 18168)~~

7. ~~All Community Volunteers in child care and development programs shall and all Parent Volunteers in child care and development programs may:~~

~~— Be fingerprinted for criminal record clearance unless they serve for less than 10 days a~~

~~month under the constant supervision of an adult who has met criminal record clearance requirements. (Health and Safety Code 1596.871)~~

#### ~~Exclusion of Volunteers~~

~~Upon receiving the criminal background information regarding a volunteer, the Superintendent or designee shall not place a volunteer in a child care or child development program who has been convicted of a crime other than a minor traffic violation or arrested for any crime under Penal Code 245, 273a, 273.5 or 290. (Health and Safety Code 1596.871) In all other programs, the Superintendent or designee shall not place a volunteer who has been convicted of a serious or violent felony as defined in Penal Code 667.5 and 1192.7. For any other conviction, the Superintendent or designee may decide to not utilize the volunteer depending upon the nature of the conviction as it relates to the volunteer's duties. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a volunteer. (Education Code 35021)~~

#### ~~Duties~~

~~Community Volunteer and Parent Volunteer aides shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021)~~

~~Community Volunteers and Parent Volunteer aides who work with or supervise students shall be under the immediate supervision of certificated employees. (Education Code 35021)~~

**The Superintendent or designee may assign volunteers to:**

**1. Assist certificated personnel in the performance of their duties, including in the supervision of students and in the performance of instructional tasks which, in the judgment of the certificated personnel to which the volunteer is assigned, may be performed by a person not licensed as a classroom teacher (Education Code 35021, 45343, 45344, 45349)**

**(cf. 4222 - Teacher Aides/Paraprofessionals)**

**(cf. 5148 - Child Care and Development)**

**(cf. 5148.2 - Before/After School Programs)**

**2. Serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities (Education Code 35021)**

**3. Supervise students during lunch, breakfast, or other nutritional periods (Education Code 35021, 44814, 44815)**

**4. Work on short-term facilities projects pursuant to the section below entitled "Volunteer Facilities Projects"**



**5. Perform other duties in support of district or school operations as approved by the Superintendent or designee**

**(cf. 6163.1 - Library Media Centers)**

**Volunteers shall not be authorized to assign grades to students, and shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021, 45344)**

**(cf. 4217.3 - Layoff/Rehire)**

#### **Basic Skills Proficiency Requirement**

**Volunteers who supervise or provide instruction to students pursuant to Education Code 45349 shall submit evidence of basic skills proficiency to the Superintendent or designee. (Education Code 45344.5, 45349)**

**(cf. 4212 - Appointment and Conditions of Employment)**

#### **Criminal Background Check**

**Prior to assuming a volunteer position working with students in a district-sponsored student activity program, a volunteer shall obtain fingerprint clearance through the Department of Justice and Federal Bureau of Investigation. At his/her discretion, the volunteer may choose to meet this requirement by obtaining an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing. Student activity programs include, but are not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by the district or a school booster club, such as cheer team, drill team, dance team, and marching band. (Education Code 49024)**

**(cf. 4112.5/4212.5/4312.5 - Criminal Background Check)**

**(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)**

**(cf. 6145 - Extracurricular and Cocurricular Activities)**

**The Superintendent or designee shall determine which volunteer positions in the district are subject to the above requirement.**

**The criminal background check requirement shall not apply to volunteer supervisors for breakfast, lunch, or other nutritional periods or to volunteer nonteaching aides under the immediate supervision and direction of certificated personnel pursuant to Education Code 35021, including parents/guardians volunteering in a classroom or on a field trip or community members providing noninstructional services. (Education Code 49024)**

#### **Registered Sex Offenders**

**The Superintendent or designee may require all volunteers to disclose whether they are a registered sex offender and/or to provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.**

**The principal may grant a registered sex offender, who is not the parent/guardian of a student at the school, permission to come into a school building or upon school grounds to volunteer at the school. At least 14 days prior to the first date for which permission has been granted, the principal or designee shall notify the parent/guardian of each student at the school, using one of the methods specified in Education Code 48981, that a person who is required to register as a sex offender pursuant to Penal Code 290 has been granted permission to come into a school building or upon school grounds, the date(s) and times for which permission has been granted, and the parent/guardian's right to obtain information regarding the person from a designated law enforcement agency. (Penal Code 626.81)**

**(cf. 5145.6 - Parental Notifications)**

**However, no person who is required to register as a sex offender pursuant to Penal Code 290 shall be assigned as a volunteer to assist certificated personnel in the performance of their duties; supervise students during lunch, breakfast, or other nutritional period; or serve as a nonteaching aide to perform noninstructional tasks. In addition, a person who is required to register as a sex offender because of a conviction for a crime where the victim was a minor under age 16 shall not serve as a volunteer in any capacity in which he/she would be working directly and in an unaccompanied setting with minors on more than an incidental and occasional basis or have supervision or disciplinary power over minors. (Education Code 35021, 45349; Penal Code 290.95)**

**(cf. 3515.5 - Sex Offender Notification)**

#### **Tuberculosis Assessment/Examination**

**Upon initial volunteer assignment, a volunteer shall have on file with the school a certificate showing that he/she has submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. (Education Code 49406)**

**(cf. 4112.4/4212.4/4312.4 - Health Examinations)**

**Note: See AR 5148.2 - Before/After School Programs for information about health screening and fingerprint clearance requirements for volunteers in the After School Education and Safety program and 21st Century Community Learning Center program pursuant to Education Code 8483.4 and 35021.3.**

#### **Volunteer Facilities Projects**

**All Community Volunteer work projects shall have approximate start and completion dates and**

~~must~~ **shall** be approved by the principal in advance. Projects ~~approved by the principal~~ shall also be approved in advance by the Superintendent or designee if they involve the following types of work:

1. Alterations, additions or repairs to buildings and grounds.
2. Construction involving wall or roof penetration, drilling or nailing.
3. Structural modifications.
4. Electrical, electronic, plumbing, or heating and cooling work.
5. Painting.
- ~~6. Installation of carpet.~~
- ~~7. Installation of playground equipment and benches.~~
- ~~8. Installation of sprinkler systems.~~
- 6. Installation of carpet, playground equipment, benches, sprinkler systems, marquees or signs**
- ~~9. 7. Paving.~~
- ~~10. Installation of marquees and signs.~~
- ~~11. 8. Tree planting, pruning or removal.~~

~~The Superintendent or designee shall ensure that the above projects comply with health and safety codes, building codes, fire codes, environmental laws and agreements with employee bargaining units. The district will provide on-site assistance and supervision for such projects, depending upon their complexity and the expertise of the volunteers.~~

~~Projects shall be inspected upon completion to ensure that the work was done satisfactorily. Electrical, electronic, heating, ventilation, air conditioning, plumbing, welding and structural work must be done by a licensed contractor or performed under the supervision of a skilled district maintenance employee knowledgeable of the trade involved.~~ **volunteers possess the appropriate license and/or have sufficient expertise required for the project. He/she shall also ensure that such projects comply with building and safety codes and other applicable laws and collective bargaining agreements. The district shall provide on-site assistance and supervision for such projects as necessary.**

(cf. 3514 - Environmental Safety)  
(cf. 3514.1 - Hazardous Substances)

~~(cf. 7111 - Evaluating Existing Buildings)~~  
~~(cf. 7140 - Architectural and Engineering Services)~~

~~Workers' Compensation~~

~~Unsalariated volunteers shall be considered employees of the district for Workers' Compensation Insurance purposes. If injured while serving as volunteers in the district, they should file Workers' Compensation Insurance forms provided by the district office.~~

Regulation    LOS BANOS UNIFIED SCHOOL DISTRICT  
approved:    November 27, 2000      Los Banos, California  
revised:      January 14, 2010  
revised:      November 10, 2010  
revised:      September 13, 2012  
revised:      **March 14, 2019**

# Los Banos USD

## Board Policy

### Comprehensive Safety Plan

BP 0450

#### Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 1312.3 - Uniform Complaint Procedures)
- (cf. 3515 - Campus Security)
- (cf. 3515.2 - Disruptions)
- (cf. 3515.3 - District Police/Security Department)
- (cf. 3515.7 - Firearms on School Grounds)
- (cf. 5131 - Conduct)
- (cf. 5131.2 - Bullying)
- (cf. 5131.4 - Student Disturbances)
- cf. 5131.41 - Use of Seclusion and Restraint)**
- (cf. 5131.7 - Weapons and Dangerous Instruments)
- (cf. 5136 - Gangs)
- (cf. 5137 - Positive School Climate)
- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 5144 - Discipline)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5145.9 - Hate-Motivated Behavior)

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

- (cf. 0420 - School Plans/Site Councils)
- (cf. 1220 - Citizen Advisory Committees)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

(cf. 0500 - Accountability)  
(cf. 9320 - Meetings and Notices)

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

#### Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that **includes addresses** tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with a representative(s) of an employee bargaining unit(s), if ~~he/she~~ **they** chooses to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 9011 - Disclosure of Confidential/Privileged Information)  
(cf. 9321 - Closed Session Purposes and Agendas)  
(cf. 9321.1 - Closed Session Actions and Reports)

#### Public Access to Safety Plan(s)

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

(cf. 1340 - Access to District Records)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

**The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)**

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32260-32262 Interagency School Safety Demonstration Act of 1985

32270 School safety cadre

32280-32289 School safety plans

32290 Safety devices

35147 School site councils and advisory committees

35183 School dress code; uniforms

35291 Rules

35291.5 School-adopted discipline rules

**41020 Annual audits**

~~35294.10-35294.15 School Safety and Violence Prevention Act~~

48900-48927 Suspension and expulsion

48950 Speech and other communication

49079 Notification to teacher; student act constituting grounds for suspension or expulsion

67381 Violent crime

**GOVERNMENT CODE**

**54957 Closed session meetings for threats to security**

PENAL CODE

422.55 Definition of hate crime

626.8 Disruptions

11164-11174.3 Child Abuse and Neglect Reporting Act

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

CODE OF REGULATIONS, TITLE 5

11987-11987.7 School Community Violence Prevention Program requirements

11992-11993 Definition, persistently dangerous schools

UNITED STATES CODE, TITLE 20

7111-7122 Student Support and Academic Enrichment Grants

7912 Transfers from persistently dangerous schools

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

**Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014**

Safe Schools: Strategies for Governing Boards to Ensure Student Success, October 2011

Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010

~~Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

FEDERAL BUREAU OF INVESTIGATION PUBLICATIONS

Uniform Crime Reporting Handbook, 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007

U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004

WEB SITES

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

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lr/ss>

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Healthy Kids Survey: <http://chks.wested.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov/ViolencePrevention>

Federal Bureau of Investigation: <http://www.fbi.gov>

National Center for Crisis Management: <http://www.schoolcrisisresponse.com>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education: <http://www.ed.gov>

U.S. Secret Service, National Threat Assessment Center:

<http://www.secretservice.gov/protection/ntac>

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

adopted: November 2011 Los Banos, California

revised: October 12, 2017

**revised: March 14, 2019**



LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF EDUCATION  
February 14, 2019

City Hall  
Council Chambers

Mr. Parreira called the meeting to order at 4:30 P.M.

Call to Order

PRESENT: Ms. Benton, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Rodriguez,  
Ms. Smith. ABSENT: Ms. Goin

Roll Call

A closed session was held. Student Discipline: Cases, #8151733798 and #2157642235 (Action); Request for waiver from Physical Education graduation requirement, Pacheco High School student # 5505951 (Action); Request for Waiver of District Diploma Requirements for Foster Youth, Pacheco High School Student #5517218 (Action); Public Employees: Discipline/Dismissal/Release/Reassignment (Section 54957) (No Action); Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA, CSEA (No Action).

Closed Session

The audience was led in the Pledge of Allegiance by Gary Price, Classified Employee of Los Banos Unified.

Pledge of Allegiance

It was noted by Mr. Parreira that there were corrections to the agenda; Item H (Initial Bargaining Proposal/California School Employees Association) under new business was pulled due to the number of articles listed. It will be returned to CSEA for revision. On the consent calendar, item G, #4 the BRM should say that there is no fiscal impact to the district. Trustees were provided with the corrected BRM. On a motion by Member Martinez seconded by Member Smith, Trustees approved the agenda as corrected. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.

Approval of Agenda

A parent of student from Henry Miller School came forward to talk about her son being bullied at school. She said she met with the Principal and the Superintendent and that a plan was put in place. She was concerned about the timeline for action to be taken. Ms. Reyna, also a parent from Henry Miller came forward and stated that Henry Miller was a constant in her family and that she appreciates all the support that Mr. Waltman and the school has given her family over the years. Cliff and Shirley Brandt invited the public and school board to attend the 3<sup>rd</sup> Annual Performing Art Production at Creekside Junior High and that this year they were also adding a dinner theatre event. Jennifer Leyva, teacher at Henry Miller invited everyone to attend Ag Day on March 8<sup>th</sup> beginning at 8:30 a.m. Both Pacheco High School and Los Banos High School FFA's would be at the event. The brother in law of the student at Henry Miller that was being bullied at school came forward and reported that as a follow up that this is an occurrence that is happening frequently and needs to be addressed.

Public Forum

Pacheco High School Student Representative, Kayla Kalisz reported on the many activities at Los Banos and Pacheco High Schools. Student Report

No Report CSEA Report

LBTA Co-President Jennifer Wilkin wished everyone a Happy Valentine's Day and thanked all the board members that attended the Merced Mariposa Chapter CTA dinner. She thanked Los Banos FFA for the centerpieces. She shared highlights from the speaker at the event. Ms. Wilkin stated that four educators attended the "Good Teachers" conference in San Jose and would be sending ten new educators to a New Educators workshop in San Francisco in March. She said that Governor Newsome's positive outlook on the budget and how it pertains to education and that unlike other districts with declining enrollment, we continue to grow. She stated that Los Banos Unified should strive to be a Lighthouse District and attract and retain diverse educators by offering competitive salaries and benefits. LBTA Report

Dr. Marshall greeted everyone. He stated that it was a short but busy month ahead. It is Black History Month and his February message would be out the week of February 18-22. He invited everyone to attend the Community Café that would be held on February 21<sup>st</sup> at Los Banos High School and let everyone know that it would focus on the partnership with Merced College Los Banos Campus and that he would be recognizing Dr. Brenda Latham, Dean of Merced College Los Banos who would be retiring after 22 years of service. He said that the next Community Café would be held in March at Volta Elementary where a presentation from the High Speed Rail Authority would be addressing the community and answering any questions. Dr. Marshall told the audience that the Parent Leader Training institute would be taking place on Wednesday, February 20<sup>th</sup> and that he would be delivering the welcome address. He let everyone in attendance know that we had students that were leaving for Camp Ryla the following morning and that they would be attending the leadership camp and returning on Monday the 18<sup>th</sup>. He wished everyone a happy three-day weekend. Superintendent's Report:

Tom Worthy stated said that they were working on contracts for the San Luis High portable and that set up crews are hard to find because of the high demand. The Volta CEQA was looking good so far and when that process is done it will go to the State. Portables were on hold for the project and as soon as the CEQA was complete we can contract for them. The LBE alarm project is almost through the DSA and getting ready to go out to bid for a contractor to run the job. WUES is in the DSA process for the fire alarm and cameras. Facilities Report

Marlene Smith stated that the Martin Luther King Event sponsored by the local Chapter of the NAACP held in Los Banos was a success and that the Buffalo soldiers showed up on motorcycles instead of horses. She attended the Merced Mariposa CTA event and the Ag Boosters dinner dance and was impressed by all the Ag Boosters did to raise money for students and scholarships. She thanked Ila Nelson for taking students to the Black History NAACP event in Oakland. She shared photos from the event with the audience. Ray Martinez welcomed everyone. He stated he was still visiting sites as he tries to go to each site at least one time per year. He read a book about kindness to the third graders at LFE. He has been Trustee Reports

researching professional courses on being a better board member. He said the issues that he feels are most important to him are school safety and bullying. Gary Munoz attended the Merced Mariposa CTA dinner as well and said that the speaker was interesting and talked about policies, visions, and democracies. He read to the first graders at LFE, the book was called “No Elephants Allowed”. He spoke about the Parent Leadership Training Institute and the upcoming graduating class of 2019. He gave a background to what parents learned in the 10 week course. There are 22 graduates this year. The Graduation will be held in the Germino Building at the fairgrounds and an RSVP must be made by February 15<sup>th</sup> and he supplied the phone number. He also said he would be attending the Dream Big conference on March 2<sup>nd</sup> at Gold Valley High School Merced. Anahi Rodriguez said that it is a busy time for her. She volunteered at Charleston on Valentine’s Day. She commended Principal, Mr. Ruiz and his staff for their school spirit. She was scheduled to read to students on March 1<sup>st</sup> during Dr. Seuss week. She attended the Martin Luther King event hosted by the Los Banos Chapter of the NAACP and said that it was a nice empowering event. Marg Benton helped judge the poetry contest at LBE. She said that Ms. Errecca does a great job with this event with the students and wished the winners good luck at the Peach Blossom Festival. She also read to students at LBE. She attended the Merced Mariposa CTA dinner as well. She wished her husband a happy anniversary. Anthony Parreira also attended the Merced Mariposa CTA dinner and said that great information was given. He shared a comment in a thank you note from a student from one of the classes that he read to. The note said he was happy that someone came to read a book and not talk about math and rules.

On a motion by Member Munoz seconded by Member Martinez, Trustees approved the 2019-20 Budget Guidelines and Budget Assumptions. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried. 2019-20 Budget Guidelines and Assumptions.

Assistant Superintendents Paul Enos and Paula Mastrangelo provided an informational report on Goals #2 and #4 of the Local Control Accountability Plan. LCAP

On a motion by Member Munoz seconded by Member Benton, Trustees approved an experience waiver for Matthew Rotondi, Learning Director at Los Banos High School Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried. Experience Waive

On a motion by Member Munoz seconded by Member Martinez, Trustees adopted a Declaration of Need through June 30, 2020, certifying there is an insufficient number of certificated personnel who meet District employment criteria. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried. Declaration of Need

On a motion by Member Smith seconded by Member Munoz, Trustees approved the MOU between the Los Banos Teachers Association and Los Banos Unified School District extending the Early Retirement Notification Incentive. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried. MOU LBTA /LBUSD

<p>On a motion by Member Smith seconded by Member Benton, Trustees approved the Chief Academic Officer-Certificated Management position/job description. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.</p>	<p>New Job Description Position</p>
<p>On a motion by Member Martinez seconded by Member Smith, Trustees approved the addition of the Chief Academic Officer to the Administrative Salary Schedule. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.</p>	<p>Revised Administrative Salary Schedule</p>
<p>This item was pulled from the agenda.</p>	<p>CSEA Initial Bargaining Proposal</p>
<p>On a motion by Member Smith seconded by Member Benton, Trustees approved the MOU between the California School Employees Association and Los Banos Unified School District to include an additional day off for classified employees whose contractual days will be increased by Leap Year. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.</p>	<p>CSEA Memorandum of Understanding Leap Year</p>
<p>On a motion by Member Benton seconded by Member Munoz, Trustees approved the amended calendar for the 2019-20 school year that reflects the change in the local holiday associated with July 4<sup>th</sup> for classified employees and the additional day for Leap Year for full time (261 day) employees, Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.</p>	<p>2019-2020 School Calendars (Amended)</p>
<p>On a motion by Member Munoz, seconded by Member Martinez, Trustees approved the MOU between the California School Employees Association and Los Banos Unified School District postponing the reclassification notification date to April 15<sup>th</sup>. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.</p>	<p>CSEA Memorandum of Understanding Reclassification date</p>
<p>On a motion by Member Munoz seconded by Member Smith, Trustees casted a vote for Adam Cox from Merced City School District as representative to the California School Boards Association Delegate Assembly. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.</p>	<p>CSBA Delegate Assembly Election</p>
<p>Jerry Mann an attorney for Harris Construction, expressed concern that the District follows the bid process. He stated that the engineers estimate for the project was \$22,500,000 and that the low bid from Bernards Brothers was \$27,291,000 well over 20% of the estimate and that his clients bid was even higher at over \$29,354,000. His concern that there would be an attempt after the award to change the scope of work or enter into a value engineering agreement to bring the price down and that this would not be proper under the law. Board President Parreira let Mr. Mann know that the District has already addressed this issue and asked Assistant Superintendent Don Laursen to explain. Mr. Laursen stated that we do not have to re-value engineer the project and are expected to approve the proposal as proposed and that we are not changing the scope of work. Mr. Mann replied that it was the absolutely correct action for the District to take. Mr. Laursen then took a</p>	<p>Public Comment on Agenda Item</p>

moment to introduce Gary Lowes from Bernards Brothers Inc.

On a motion by Member Martinez seconded by Member Benton, Trustees approved the proposal from Bernard Brothers, Inc. for the New Elementary School Project and authorized the Superintendent or Designee to sign contract documents and issue the Notice to Proceed. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried. Award Recommendation New Elementary School.

On a motion by Member Smith seconded by Member Benton, trustees approved the Consent Calendar as corrected. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried. CONSENT CALENDAR

Trustees approved the minutes of the: Regular/Organizational Meeting held on January 10, 2019. Minutes

Certificated Report: Appointments: Mercado, Lupe – Student Advocate Counselor, LBJH – effective 1/24/2019; Lopez, Oscar – Special Education Teacher, LBE – effective 1/24/20; Resigned: Diaz, Grace – Special Education Teacher, LBE – effective 6/30/2019; Batoon, Monalyn – Math Teacher, PHS – effective 6/30/2019; Retiring: Enos, Paul – Assistant Superintendent, Secondary Education, DO – effective 6/30/2019; Pereira, Samuel – English Teacher, LBJH – effective 6/30/2019; Arambel, Robert – Social science Teacher, LBHS – effective 6/30/2019; Brittell, Jane – Principal, LFE – effective 6/30/2019; Brady, Karel – 1<sup>st</sup> Grade Teacher, LBE – effective 6/30/2019; Keller, James – 6<sup>th</sup> Grade Teacher, MSE – effective 6/30/2019; Sequeira, Lynn – Independent Study Teacher, Crossroads – effective 6/30/2019. Extra Duty Appointments: Laura Barger-Head Varsity Track Coach-PHS, Michael Singh-Asst. Wrestling Coach-PHS, Michael Lemos-Head JV Baseball Coach-LBHS, Alexandra Barcellos-Varsity Tennis Coach-Boys-LBHS, Patrick Fuentes-Head Varsity Baseball Coach-LBHS, Deborah Alvarez-Head Frosh Softball Coach-LBHS, Gregory Alvarez-Head Softball Coach-LBHS, Sandra Baca-Head Softball Coach – LBJH-7<sup>th</sup> Grade-LBJH, Brandon Duke-Asst. Baseball Coach, 7<sup>th</sup> Grade-CJHS, Jeremy Siemiller-Varsity Golf Coach, Boys-LBHS, Ryan Thiercof-Asst. Basketball, JHS, 8<sup>th</sup> Gr. Boys-CJHS, Andrew Esko Long-Varsity Tennis, Boys-PHS, Steven Pickerell – Asst. Varsity Basketball Coach-PHS, James Tomasetti-Head JV Softball Coach-PHS, Brittnie Cooksey-Asst. Track Coach, PHS, Ruben Hernandez, Jr.-Asst. Baseball Coach, 8<sup>th</sup> Grade-LBJH, Carlos M. Rodriguez-Head FROSH Baseball Coach-PHS, David Cardoza-Asst. Varsity Baseball Coach-50%-LBHS, Shellbey Cotta-Asst. Track Coach-PHS-LBHS, Hector Gonzales-Asst. Track Coach-PHS, Michael Wilson-Asst. Varsity Baseball Coach-LBHS, David Curry-Asst. Track Coach-PHS, Manuel Zorra-Head FROSH Softball Coach-LBHS, Tyrell Jenkins-Head JV Baseball Coach – PHS, Laurence Mitchell-Asst. Track Coach-PHS, Daniel Maldonado-Head FROSH Softball Coach-PHS. Resigned: None. Personnel Actions

Classified Report: New Hires: Delgado, Raymond – CJH, Custodian (8.0 Hrs), Loeza, Cesar – LBHS, Custodian (8.0 Hrs), Salvatier, Martin – MA, Maintenance Specialist (8.0 Hrs), Torres Jr., Rene – LBE, Custodian (8.0 Hrs). Appointments: Guzman, Sonia – LEAP, Paraprofessional (2.0 Hrs). Promotional: Azevedo, Fatima – WUES, Office Assistant (6.0 Hrs), Lopez, Sonia – RME, Office Assistant (3.5 Hrs)

Retired: None; Termination: None; Resigned: None; Leave of Absence: Ramirez, Mary – 39 Month Rehire – Effective 1/30/2019.

The monthly Fiscal Report was submitted for Board information.	Fiscal Report
Trustees certified the corrective actions taken by the District to correct the 2017-18 audit findings.	Certification of Corrective Actions
Trustees approved the Comprehensive Safety Plans as submitted.	Comprehensive Safety Plans
Trustees approved the following agreements/proposals: Regents of University of California, Student Teaching agreement; Jeanette L. Garcia & Associates, Measure X Audit Services; School Services, Financial Review Services; Technicon Engineering Services, Construction testing; Lawrence Engineering Group, Energy Services New Elementary; Tom Neeb, Expulsion Services; KD Anderson & Associates, Engineering Services; Lane Engineers, Inc. Survey services for New Elementary; Genosyntec, Volta California Environmental Quality Act Services; CDW-G and AMS.Net, District Wide Wi-Fi and Network Equip; Los Banos Chamber of Commerce, Los Banos SAFE bags.	Agreements/ Contracts
Trustees approved the following overnight/out-of-state travel: CE, Covered Wagon Trip, Madera, CA on May 16-19, 2019; PHS, Cheerleading, United Spirit Assoc Competition, Anaheim, Feb 21-24, 2019; PHS, FFA, Various Events March-June 2019 (Chico State, Field Day, Chico, March 8-9, 2019, Gridley Field Day, Gridley, March 29-30, 2019, California State FFA Convention, Fresno, April 26-29, 2019; Cal Poly State FFA Finals, San Luis Obispo, May 3-4, 2019, Chapter Officer Retreat, Location TBA in CA, June 12-14, 2019); WUES, Teacher, Teach Your Heart Out, Bahamas, June 21-24, 2019; MSE, Teacher, Reading Recovery, New Zealand, July 17-19, 2019; LBHS, Teacher, Torchmate CAD Training, Reno, NV, April 3-5, 2019.	Out of State/Overnight Travel
Trustees approved the removal and disposal of obsolete electronic equipment.	Obsolete Equipment
Trustees approved the warrants for payment.	Warrants
On motion by Member Martinez seconded by Member Munoz, Trustees expelled students #82157642235, and #8151733798 for the remainder of the 2018-19 School Year and the fall semester of the 2019-20 School Year. Students are to contact the Office of Student Discipline for possible readmission to the District following the period of expulsion for a review of attendance, credits and/or grades, behavior and recommended counseling. Pupils are referred to Valley Community Day School. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.	Reporting Closed Session
On a motion by Member Smith and seconded by Member Benton, the request for a Waiver from Physical Education graduation requirement for student #5505951 at PHS was granted. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith;	

Noes: 0; Absent: Goin, Motion carried.

On a motion by Member Martinez and seconded by Member Rodriguez, the request for a Waiver of District Diploma for a Foster Youth Student #55127218 at Pacheco high School was granted. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried.

There were no future agenda items or discussions.

Future Agenda/  
Discussion Items

The meeting was adjourned by Mr. Parreira at 8:14 P.M.

Adjournment

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SECRETARY

**LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF EDUCATION  
February 28, 2019  
5:00 P.M.**

District Office  
Boardroom

Mr. Parreira called the meeting to order at 5:00 P.M.	Call to Order
PRESENT: Ms. Benton, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Rodriguez Ms. Smith. ABSENT: Ms. Goin	Roll Call
A Closed session was held for: Public Employees: Discipline/Dismissal/Release/Reassignment (Section 54957) (No Action); Public Employees: Discipline/Dismissal/Release/Reassignment (Section 54957) (Action); Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA (No Action).	Closed Session
The Open session of the meeting was called back to order at 6:20 P.M.	Open Session
The audience was led in the Pledge of Allegiance by Mr. Anthony Parreira.	Pledge of Allegiance
There was one correction to the agenda. The Board Reference Material (BRM) for the New Business Item had a number transposed and should have read 251 instead of 215. New BRM's were distributed to the Board. On motion by Member Smith, seconded by Member Benton, Trustees approved the agenda as corrected.	Approval of Agenda
No one came forward	Public Forum
On motion by Member Smith and seconded by Member Benton, the Board approved the proposed spending plan of the 2018-19 Low Performing Student Block Grant for the Los Banos Unified School District. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith. Noes: 0, Absent: Goin, Motion Carried	Low Performing Student Block Grant
On motion by Member Benton, seconded by Member Martinez, Trustees approved the Consent Calendar as submitted. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion Carried	CONSENT CALENDAR
Trustees approved the following agreements/proposals: Agreement, Mobile Modular Piggyback Bid – VE Modulares: Agreement, Mobile Modular Piggyback Bid – SLHS Modular	
On a motion by Member Parreira and seconded by Member Benton Resolution No. 02-19 was adopted, to issue a notice of non re-election to four probationary employees pursuant to Ed Code 44929.21 Section B, effective at the end of the 2018-19 school year and directs the Superintendent or designee to send the appropriate legal notices. Ayes: Benton, Martinez, Munoz, Parreira, Rodriguez, Smith; Noes: 0; Absent: Goin, Motion carried	Report Closed Session



The meeting was adjourned at 6:35 P.M.

Adjournment

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Secretary

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

Tammie Calzadillas, Assistant Superintendent

REPORT OF CERTIFICATED EMPLOYMENT  
FOR BOARD APPROVAL – March 14, 2019

### APPOINTMENT:

Purser, Dean – Speech/Language Pathologist, District Wide – effective 7/1/2019

### RESIGNED

Berrelleza, Isabella – Math Teacher, Creekside Junior High – effective 6/30/2019

Silva-Cisneros, Sandra – English/Drama Teacher, Pacheco High School – effective 6/30/2019

Purser, Dean – Special Education Coordinator, District Wide – effective 6/30/2019

Williams, Jennifer – Associate Pre School Teacher – effective 6/30/2019

Brown, Lucinda – Math Teacher, Creekside Junior High – effective 6/30/2019

### RETIRING

Nocito, Randall – Special Education Teacher, LBHS – effective 6/30/2019

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### EXTRA DUTY

### APPOINTMENTS:

**Ralph Apodaca**-Asst. Softball Coach, 7<sup>th</sup> Grade-LBJH

**David Duke**-Asst. Swim Coach-PHS

**Melanie Cardoso**- Asst. Varsity Softball Coach-PHS

**Drew Guintini**- Head Varsity Swim Coach-LBHS

**Gregorio Soliz**-Varsity Volleyball Coach, Boys-LBHS

**Lorinda Sanchez**-Head JV Softball Coach-LBHS

**Kelly Todd**-Head Varsity Swim Coach-PHS

**Chauncey Lee**-Head Varsity Baseball Coach-PHS

**Taylor Brooks**-Asst. Swimming Coach-LBHS

**Issac Samaniego**-Head JV Volleyball Coach, Boys-LBHS

**Dexter Coelho**-Asst. Varsity Softball Coach-LBHS

**Serryna Gonzalez**-FROSH Volleyball Coach, Boys-LBHS

**Michael O'Brien** - Head FROSH Baseball Coach-LBHS

**David Zuniga** - Head FROSH Baseball Coach-LBHS

**Samantha Jacquez**-Asst. Varsity Softball Coach-PHS

**Noah Jones**-Asst. Track Coach-LBHS

**Douglas Fuentes**-Head Baseball Coach-7<sup>th</sup> Grade-LBJHS

### RESIGNED

None

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

**REPORT OF CLASSIFIED EMPLOYMENT  
FOR BOARD APPROVAL – March 14, 2019**

Tammie Calzadillas, Assistant Superintendent

**New Hires:**

Jones, Mayra – FS, Child Nutrition Worker (1.5 Hrs)

**Appointments:**

**Promotional:**

Raspberry, Cecilia –TK Paraprofessional/Office Assistant (6.5 Hrs)

**Retired:**

Chrisoulis, Alejandrina – PHS, Attendance Secretary – Effective 7/31/2019

Valenzuela, Dolores – SLHS, Administrative Secretary – Effective 6/30/2019

**Termination:**

Bondi-Antonetti, Dianne – TK, Paraprofessional – Effective 2/6/2019

Simpson, Tabatha – TR, Bus Driver – Effective 2/14/2019

Torres Jr., Rene – LBE, Custodian – Effective 2/1/2019

**Resigned:**

Stevenson, Lacie – LBHS/PHS, Accompanist – Effective 6/7/2019

**Leave of Absence:**

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## Board Reference Material

**SUBJECT TITLE:**     Monthly Fiscal Report

**REQUESTED ACTION:** None—report only

Action\_\_\_\_\_

Discussion/Information\_\_X\_\_

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**RECOMMENDATION:**

The attached reports are provided for informational purposes only.

**BACKGROUND INFORMATION:**

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

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

N/A

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ORIGINATOR: Amer Iqbal, Director of Fiscal Services

Date: March 14, 2019

UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

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

REVENUE LIMIT SOURCES :	113,778,785.00	511,571.00	114,290,356.00	62,036,610.03	52,253,745.97	54.27
FEDERAL REVENUES :	5,487,500.00	4,956,581.00	10,444,081.00	3,416,693.49	7,027,387.51	32.71
OTHER STATE REVENUES :	15,200,891.00	1,034,860.00	16,235,751.00	6,487,725.59	9,748,025.41	39.95
OTHER LOCAL REVENUES :	851,802.00	199,075.00	1,050,877.00	891,762.98	159,114.02	84.85
<b>* TOTAL YEAR TO DATE REVENUES</b>	<b>** 135,318,978.00 *</b>	<b>6,702,087.00 *</b>	<b>142,021,065.00 *</b>	<b>72,832,792.09 *</b>	<b>69,188,272.91 *</b>	<b>51.28</b>

EXPENDITURE DETAIL

CERTIFICATED SALARIES :	52,793,069.00	481,715.00-	52,311,354.00	33,966,615.09	18,344,738.91	64.93
CLASSIFIED SALARIES :	17,485,493.00	1,290,756.00	18,776,249.00	12,338,208.73	6,438,040.27	65.71
EMPLOYEE BENEFITS :	37,719,861.00	488,930.00	38,208,791.00	21,212,455.11	16,996,335.89	55.51
BOOKS AND SUPPLIES :	10,575,960.00	3,231,068.33	13,807,028.33	3,369,894.24	10,437,134.09	24.40
SERVICES, OTHER OPER. EXPENSE:	8,604,900.00	3,194,765.20	11,799,665.20	6,806,822.24	4,992,842.96	57.68
CAPITAL OUTLAY :	1,912,000.00	2,258,494.00	4,170,494.00	2,825,800.47	1,344,693.53	67.75
OTHER OUTGOING :	1,730,000.00	11,000.00-	1,719,000.00	833,867.00	885,133.00	48.50
DIRECT SUPPORT/INDIRECT COSTS:	351,742.00-	37,767.00-	389,509.00-	4,876.45-	384,632.55-	1.25
PRIOR YEAR EXPENDITURE :	987,288.00		987,288.00	617,209.58	370,078.42	62.51
<b>* TOTAL YEAR TO DATE EXPENDITURES</b>	<b>** 131,456,829.00 *</b>	<b>9,933,531.53 *</b>	<b>141,390,360.53 *</b>	<b>81,965,996.01 *</b>	<b>59,424,364.52 *</b>	<b>57.97</b>

OTHER FINANCING SOURCES ( USES )

INTERFUND TRANSFERS - OUT :	3,515,000.00-	1,550,000.00	1,965,000.00-	1,967,738.63-	2,738.63	100.13
CONTRIB.- RESTRICTED PROGRAMS:	.00		.00	.00	.00	NO BDGT
<b>* TOTAL YEAR TO DATE OTHER FINANCING</b>	<b>* 3,515,000.00-*</b>	<b>1,550,000.00 *</b>	<b>1,965,000.00-*</b>	<b>1,967,738.63-*</b>	<b>2,738.63 *</b>	<b>100.13</b>

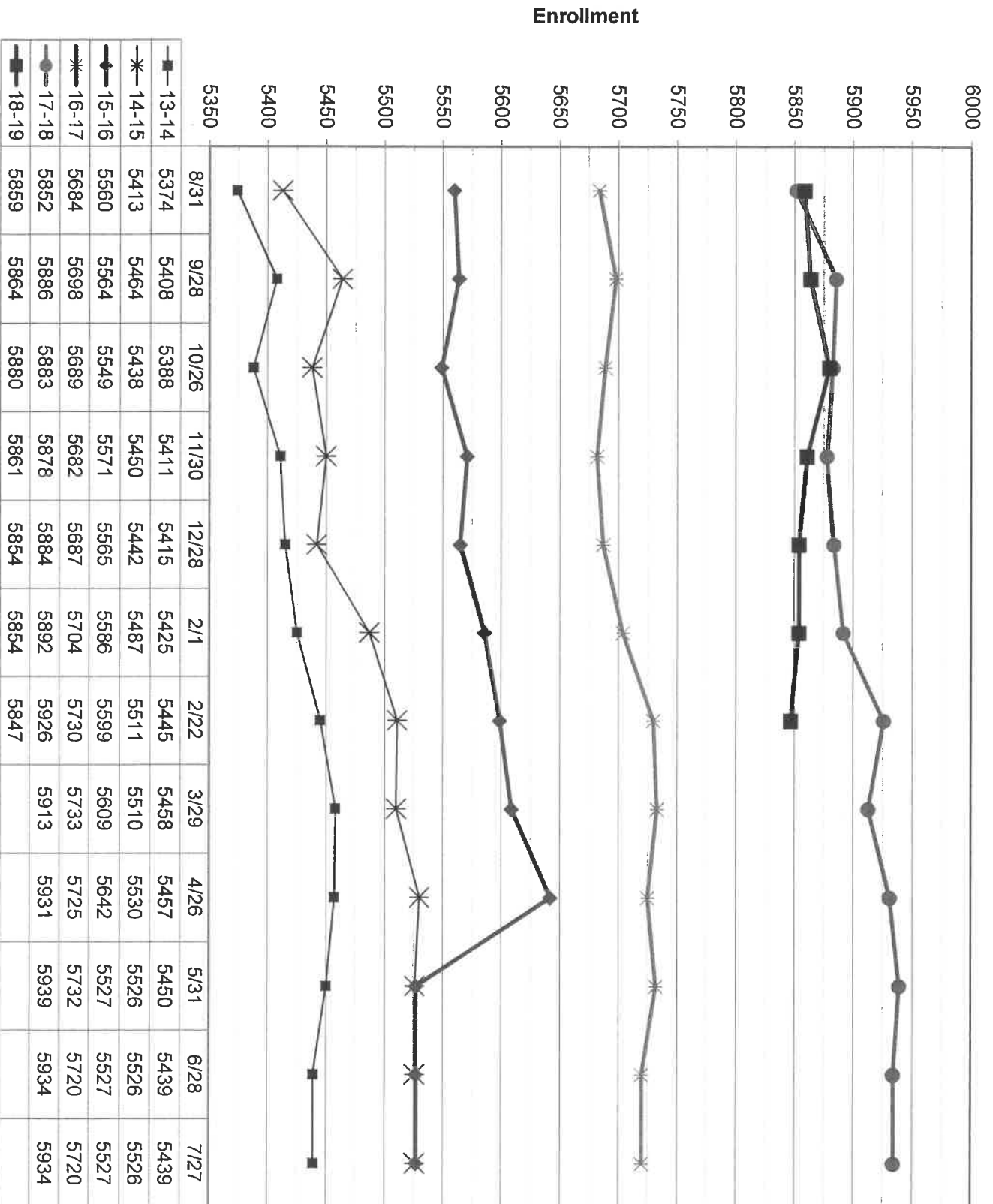
UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

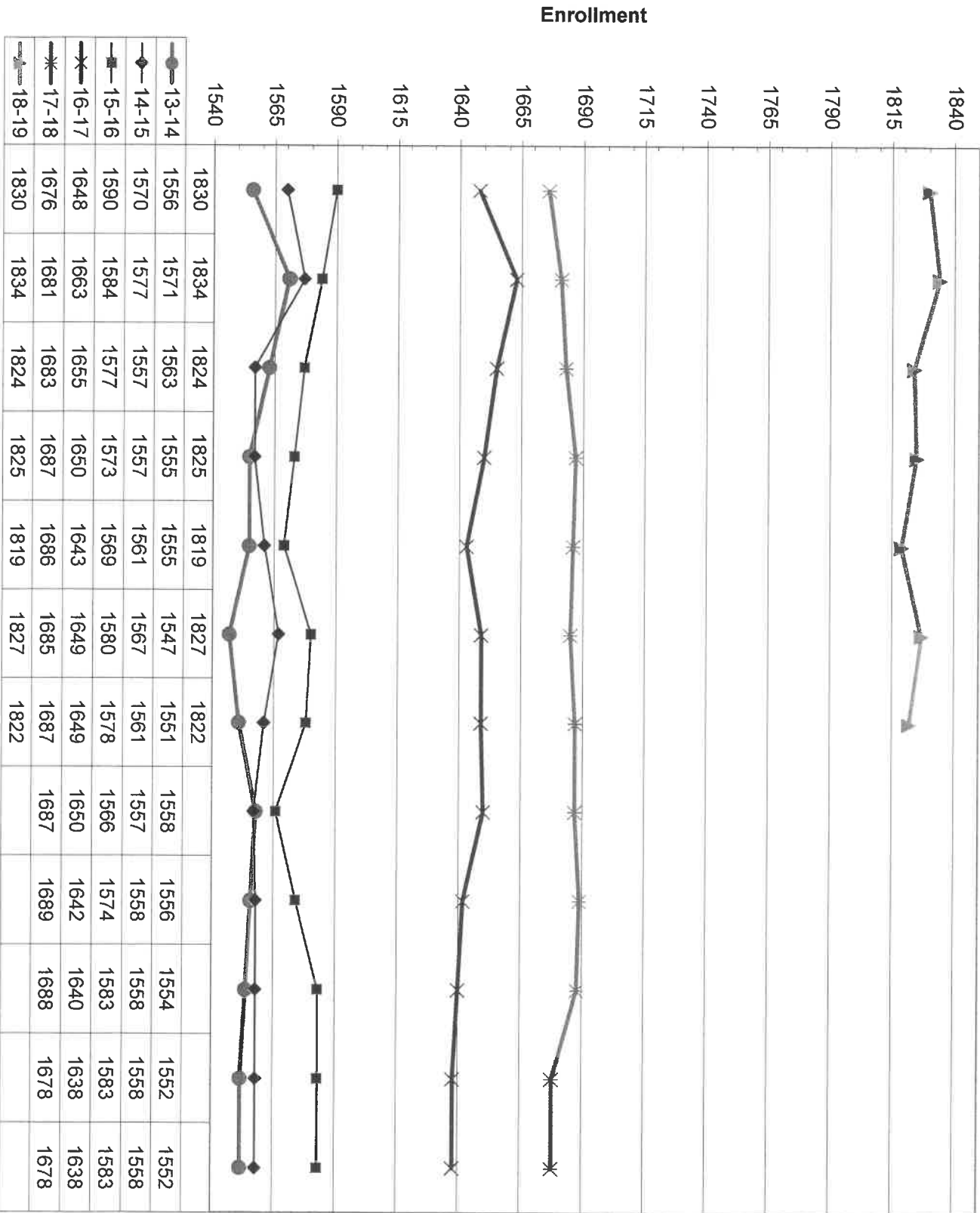
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	21,505,129.16	14,283,192.51-	7,221,936.65
9130	REVOLVING CASH ACCOUNT	25,000.00	200.00	25,200.00
9135	CASH W/ FISCAL AGENT		31.24-	31.24-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	1,826,141.05	691,785.16-	1,134,355.89
9310	DUE FROM OTHER FUNDS	380,245.66	682,139.55-	301,893.89-
9319	DUE FROM OTHER FUNDS - SET UP		4,876.45	4,876.45
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,370,788.03-	2,183,074.55	187,713.48-
9522	STRS REF EXCESS CONTRIBUTION	863.90-	360.06-	1,223.96-
9550	USE TAX LIABILITY	4,052.00	38,589.39-	34,537.39-
9553	REPAY	996.83-	1,881.44	884.61
9554	INSURANCE		851,404.29	851,404.29
9556	MISC DISTRICT VOL-DEDS (1)		10,389.23-	10,389.23-
9564	RETIREE LIABILITY	99,766.31-	11,995.92-	111,762.23-
9567	INSURANCE MISCELLANEOUS		95,658.51-	95,658.51-
9610	DUE TO OTHER FUNDS	17,827.46-	18,265.99	438.53
9650	UNEARNED (DEFERRED) REVENUE	2,032,371.18-	2,032,371.18	.00
* NET YEAR TO DATE FUND BALANCE	* *	19,220,204.16 *	10,722,067.67-*	8,498,136.49 *
* EXCESS REVENUES/(EXPENDITURES)	* *	19,220,204.16 *	10,722,067.67-*	8,498,136.49 *

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	135,318,978.00	6,702,087.00	142,021,065.00	72,832,792.09	69,188,272.91	51.28
B.	EXPENDITURES	131,456,829.00	9,933,531.53	141,390,360.53	81,965,996.01	59,424,364.52	57.97
C.	EXCESS REVENUES ( EXPENDITURES )	3,862,149.00	3,231,444.53-	630,704.47	9,133,203.92-	9,763,908.39	0.00
D.	OTHER FINANCING SOURCES ( USES )	3,515,000.00-	1,550,000.00	1,965,000.00-	1,967,738.63-	2,738.63	100.13
E.	NET CHANGE IN FUND BALANCE	347,149.00	1,681,444.53-	1,334,295.53-	11,100,942.55-	9,766,647.02	831.97
F. FUND BALANCE :							
	BEGINNING BALANCE (9791)	.00	.00	.00	.00	.00	NO BDGT
	AUDIT ADJUSTMENTS (9793)	.00	.00	.00	.00	.00	NO BDGT
	OTHER RESTATEMENTS (9795)	.00	.00	.00	.00	.00	NO BDGT
	ADJUSTED BEGINNING BALANCE	.00	.00	.00	.00	.00	NO BDGT
G.	ENDING BALANCE	347,149.00	1,681,444.53-	1,334,295.53-	11,100,942.55-	9,766,647.02	831.97

### K-6 Enrollment (including SDC) by Month



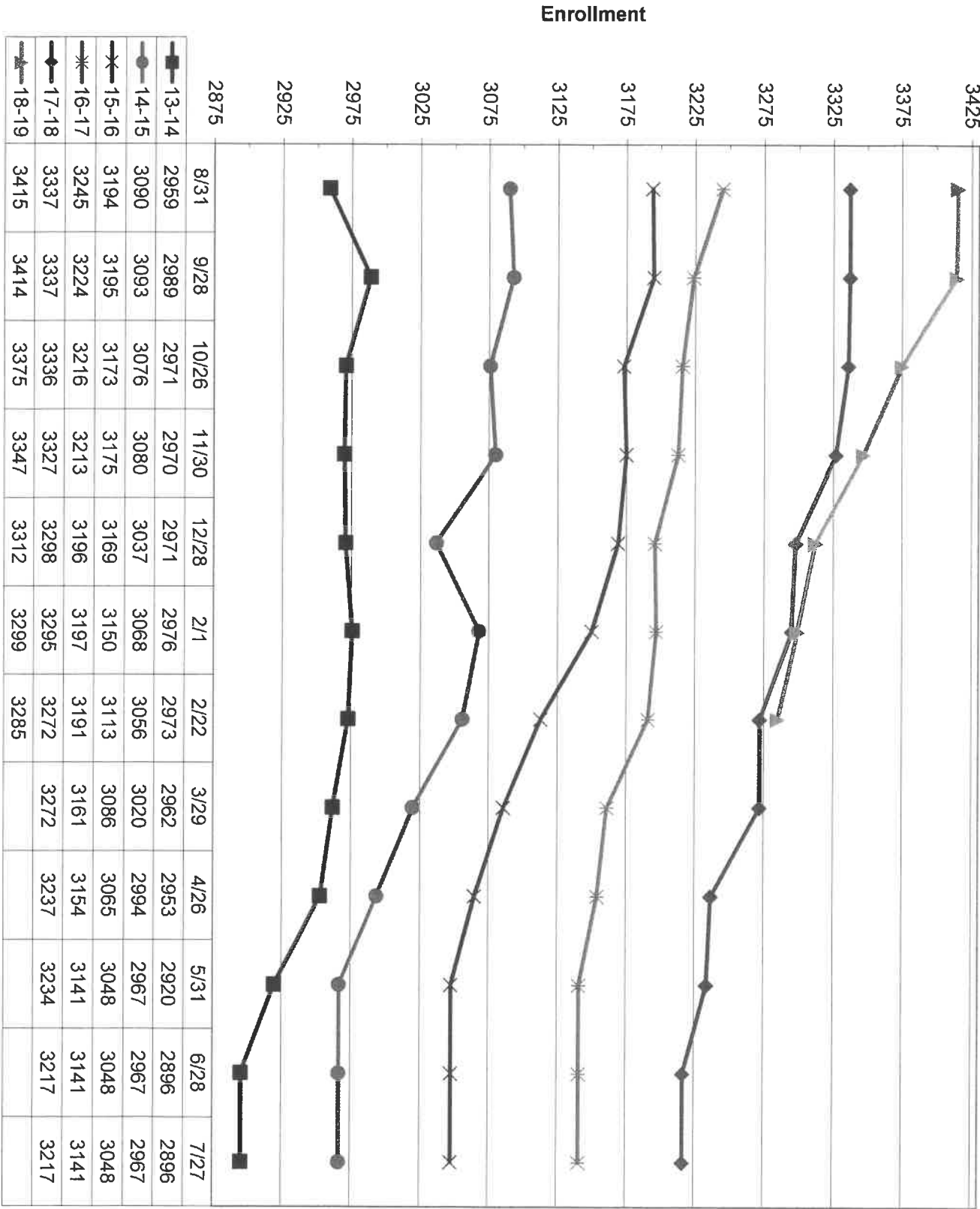
### 7-8 Enrollment (including SDC)



- 13-14
- ◆ 14-15
- 15-16
- ✕ 16-17
- ✱ 17-18
- ▲ 18-19

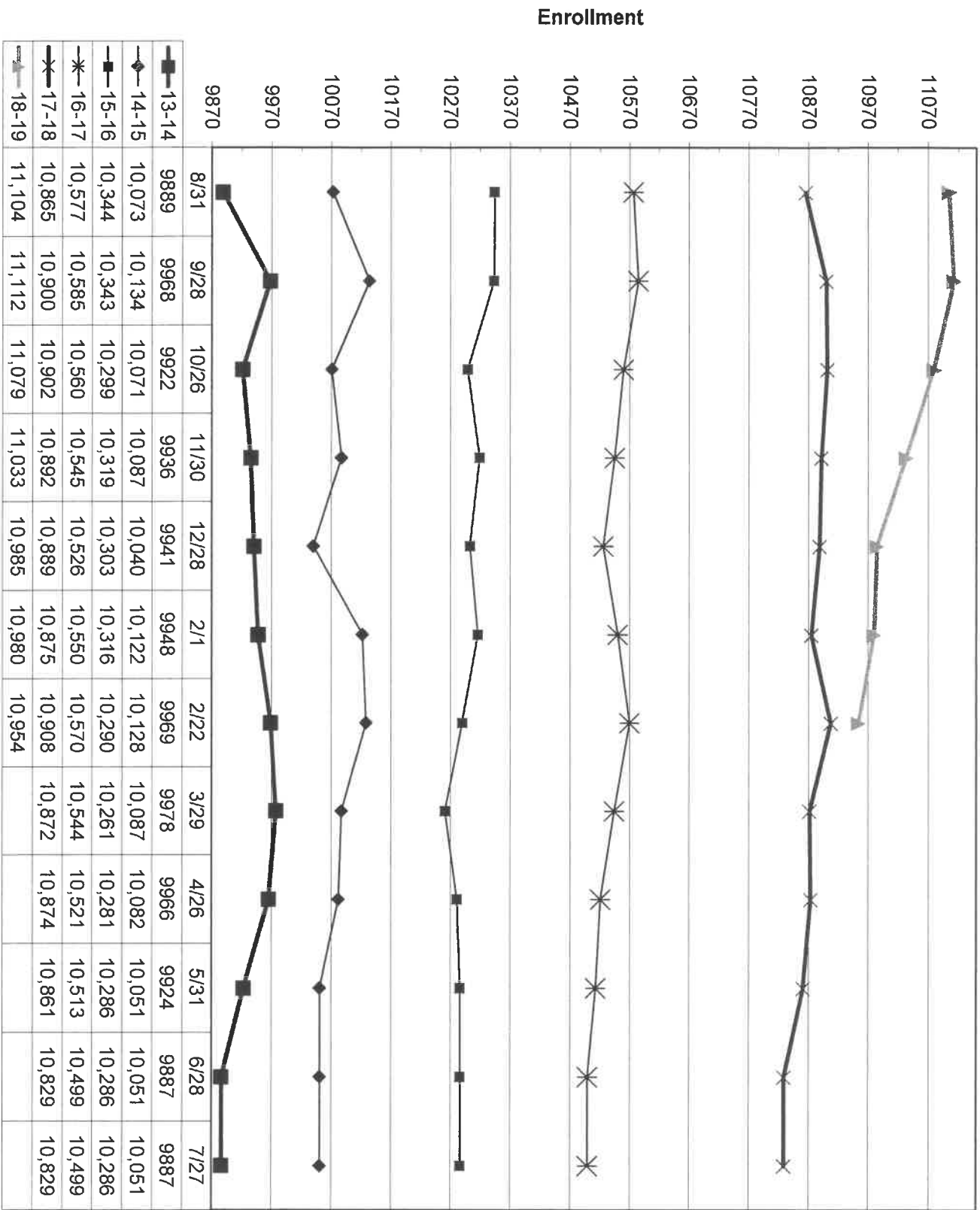


### 9-12 Enrollment (Including SDC)



- 13-14
- 14-15
- × 15-16
- \* 16-17
- ◆ 17-18
- ▲ 18-19

### K-12 Enrollment (Including SDC) by Month



- 13-14
- ◆ 14-15
- ◆ 15-16
- \* 16-17
- \* 17-18
- ▲ 18-19

Los Banos Unified School District  
2018-2019 Developer Fees

	2015-16	Monthly %	Cumulative	2016-17	Monthly %	Cumulative	2017-18	Monthly %	Cumulative	2018-19	Monthly %	Cumulative
			e %			e %			%			e %
JUL	\$109,941.25	7.48%	7.48%	\$5,731.20	0.25%	0.25%	\$274,657.79	8.01%	8.01%	\$309,617.57	21.87%	21.87%
AUG	\$105,310.08	7.17%	14.65%	\$26,649.18	1.16%	1.41%	\$208,796.85	6.09%	14.10%	\$281,495.00	19.88%	41.75%
SEP	\$37,320.27	2.54%	17.19%	\$47,479.74	2.07%	3.48%	\$275,404.32	8.03%	22.13%	\$102,499.83	7.24%	48.99%
OCT	\$19,825.11	1.35%	18.54%	\$51,686.41	2.25%	5.74%	\$218,715.47	6.38%	28.50%	\$89,323.29	6.31%	55.30%
NOV	\$28,945.89	1.97%	20.51%	\$186,628.12	8.14%	13.88%	\$197,943.82	5.77%	34.28%	\$269,092.36	19.01%	74.31%
DEC	\$82,174.85	5.59%	26.11%	\$60,503.79	2.64%	16.51%	\$217,111.35	6.33%	40.61%	\$191,497.49	13.53%	87.83%
JAN		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	18.53%	59.13%	\$132,937.61	9.39%	97.22%
FEB	\$61,428.06	4.18%	30.29%	\$273,114.28	11.91%	44.38%	\$247,502.17	7.22%	66.35%	\$39,332.72	2.78%	100.00%
MAR	\$111,836.09	7.61%	37.90%	\$165,196.51	7.20%	51.58%	\$66,820.53	1.95%	68.30%		0.00%	100.00%
APR	\$304,266.24	20.71%	58.61%	\$145,515.82	6.35%	57.93%	\$278,641.73	8.12%	76.42%		0.00%	100.00%
MAY	\$436,037.69	29.68%	88.29%	\$787,362.62	34.34%	92.27%	\$549,872.46	16.03%	92.45%		0.00%	100.00%
JUN	\$171,996.03	11.71%	100.00%	\$177,319.04	7.73%	100.00%	\$258,832.61	7.55%	100.00%		0.00%	100.00%
TOTAL	\$1,469,081.56	100.00%		\$2,293,035.19	100.00%		\$3,429,640.53	100.00%		\$1,415,795.87	100.00%	

**Board Reference Material**

**SUBJECT TITLE:** Holiday Schedule, Management, Supervisory & Confidential

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the Holiday Schedule for 2019-20 for management, classified supervisory and confidential employees.

**BACKGROUND INFORMATION:**

Annually, the Board approves a holiday schedule for unrepresented employees. Attached is the schedule for 2019-20.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

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

None

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ORIGINATOR: Dr. Mark Marshall, Superintendent  
Date: March 14, 2019

## Los Banos Unified School District 2019-2020 Holiday Schedule

<u>Date</u>	<u>Holiday</u>
Thursday July 4, 2019	Independence Day
Friday July 5, 2019	Local Holiday Associated w/ Independence Day
Monday September 2, 2019	Labor Day
Monday November 11, 2019	Veterans Day
Thursday November 28, 2019	Thanksgiving Day
Friday November 29, 2019	In Lieu Of Admissions Day
Tuesday December 24, 2019	Local Holiday Associated w/ Christmas
Wednesday December 25, 2019	Christmas Day
Wednesday January 1, 2020	New Year's Day
Monday January 20, 2020	Martin Luther King
Monday February 10, 2020	Lincoln's Birthday
Monday February 17, 2020	Washington's Birthday
Monday April 13th, 2020	Local Holiday Associated w/ Easter
Monday May 25, 2020	Memorial Day

Board Adopted:

## Board Reference Material

**SUBJECT TITLE:** Revised job Description, Licensed Vocational Nurse (LVN)

**REQUESTED ACTION:**

Action   X                        Discussion/Information           

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**RECOMMENDATION:** It is recommended that the Los Banos Unified School District School Board approve a new job description for Licensed Vocational Nurse (LVN). The LVN would be providing health care services within meeting the health needs of students; incorporating health care plans directed by physicians; complying with the laws relating to student health, including parental and guardian consent; providing appropriate care for ill, medically fragile and/or injured students; providing health information and serving as a resource to teachers, staff and administrators; and identifying health problems for referral for proper treatment.

**BACKGROUND INFORMATION:** Over the past few years the district has seen an increased need for health services for students. Placing LVN's at school sites increases the stability of nursing positions and care delivered to students. Health Assistants are more likely to leave a position/promote versus a licensed nurse. Employing LVN's increases overall department stability and the decrease in staff turnover will positively impact student safety by providing stable staff which is especially beneficial for students with health issues.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Goal #9. Recruit, hire, train and retain administrative, instructional and classified staff that will provide the best educational environment for the students of Los Banos Unified School District.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

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

Range 29 on the classified salary schedule.

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ORIGINATOR: Yolanda Cork-Anthony, Director of Special Services

Date: March 14, 2019

## **Licensed Vocational Nurse (LVN)**

### **Purpose Statement**

The job of Licensed Vocational Nurse (LVN) is done for the purpose/s of providing health care services within meeting the individual health needs of students; incorporating health care plans directed by physicians; complying with the laws relating to student health, including parental and guardian consent; providing appropriate care for ill, medically fragile and/or injured students; providing health information and serving as a resource to teachers, staff, and administrators; and identifying health problems for referral for proper treatment.

This job reports to Assigned Administrator

### **Essential Functions**

- Administers first aid, medication and specialized medical treatments (e.g. oral suctioning, catheterization, asthma, diabetes, etc.) for the purpose of providing appropriate care for ill, medically fragile and/or injured children.
- Assesses situations and reports health and safety issues to assigned administrator and appropriate agencies (e.g. fights, suspected child or substance abuse, contagious diseases, etc.) for the purpose of identifying problems, referring for proper treatment or further action ensuring students personal safety, a positive learning environment and complying with regulatory requirements and established guidelines.
- Assists school nurse and/or Health Department personnel for the purpose of arranging for health testing programs conducted at the school and/or at immunization clinics, recording student test results and/or scheduling follow-up appointments if further testing is needed.
- Assists the credentialed school nurse in the administration of mandated screenings (e.g. vision, dental, hearing and/or back/scoliosis screenings, pediculosis, etc.) for the purpose of documenting results and referring medical conditions and/or providing appropriate care for ill, medically fragile and/or injured children.
- Collaborates with parents, students, health care providers, and/or public agencies for the purpose of promoting and/or securing student health services, providing information and complying with legal requirements.
- Conducts age appropriate programs and/or activities in conjunction with classroom curriculum (e.g. health education, nutritional workshops, bodily odors, etc.) for the purpose of counseling students individually or instructing groups of students in health-related areas including mandated program by the state.
- Implements health care plans for students with health problems for the purpose of meeting the needs of students with chronic health problems and/or accommodation requirements.
- Maintains contact with parents/guardians for the purpose of advising them of immunization needs, changes in student health and/or recommending further medical and/or emotional intervention.
- Monitors students with chronic illnesses and/or those with medication given at school (e.g. obtaining required forms, securing medications, logging medications, administration, etc.) for the purpose of assisting the child in achieving the highest possible functional level.
- Participates in a variety of meetings, workshops and seminars, and interdisciplinary teams (e.g. Student Study Teams, District in-service education, programs, etc.) for the purpose of gathering, conveying and/or sharing information on students health needs, service delivery, and educational programs; and/or improving skills and knowledge.

- Performs a variety of routine clerical functions (e.g. scheduling, copying, faxing, data entry, filing, e-mailing, etc.) for the purpose of supporting health suite functions and objectives.
- Prepares and maintains a variety of documentation including students' confidential files and records (e.g. student health history, current health status, immunization reports, health care plans, agency referrals, accident reports, list of students exempted from P. Ed., etc.) for the purpose of providing written support, conveying information, and/or complying with mandated requirements and professional guidelines.
- Provides training and/or orientation on a variety of health related subjects or policies (e.g. disaster preparedness, health education, medication management, substance abuse, growth and development, food allergies, STDs, etc.) for the purpose of promoting a healthy lifestyle and/or acting as a resource to students, teachers, parents, and/or schools in kindergarten round-up.
- Responds to and monitors emergency medical or emergency short-term care situations (e.g. severe falls, prescription reactions, bleeding, asthma, catheterization needs, diabetes, etc.) for the purpose of ensuring appropriate immediate medical attention and initiating follow-up care.

### **Other Functions**

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to periodically upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: applying pertinent codes, policies, regulations and/or laws; applying assessment instruments; operating standard office equipment including pertinent software applications; preparing and maintaining accurate records; adhering to safety practices; administering first aid; and operating medical equipment utilized in school environment.

KNOWLEDGE is required to perform algebra and/or geometry; read technical information, compose a variety of documents, and/or facilitate group discussions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: providing health services in a school setting; state laws regarding sexually transmitted diseases; health standards and hazards; stages of child development; office equipment and technology; and recordkeeping and record retention practices.

ABILITY is required to schedule activities and/or meetings; often gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using defined methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize a variety of job-related equipment. Independent problem solving is required to analyze issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: maintaining confidentiality; communicating with diverse groups; establishing and maintaining effective working relationships; adhering to safety practices; applying district policies, laws, rules and regulations; and being attentive to detail.

#### **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; leading, guiding, and/or coordinating others; tracking budget expenditures. Utilization of some resources from other work units may be required to perform the job's functions. There is a continual opportunity to impact the organization's

#### **Work Environment**

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 60% sitting, 20% walking, and 20% standing. The job is performed under conditions with exposure to risk of injury and/or illness.

**Experience:** Job related experience within a specialized field is required.

**Education:** Targeted, job related education with study in job-related area.

**Equivalency:** LVN License and School Audiometrist Certificate. (May obtain while working under supervision).

#### **Required Testing:**

#### **Certificates and Licenses**



**Required Testing:**

Pre-Employment Proficiency Test

**Continuing Educ. / Training:**

Maintains Certificates and/or Licenses

**Certificates and Licenses**

Driver's License & Evidence of Insurability  
Valid California LVN License and School Audiometrist  
Certificate

**Clearances**

Criminal Justice Fingerprint/Background Clearance  
Tuberculosis Clearance

**FLSA Status**

Non Exempt

**Approval Date**

**Salary Grade**

29

## Board Reference Material

**SUBJECT TITLE:** Morning Star Donation

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information                   

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**RECOMMENDATION:**

It is recommended the Board approve the request to accept the donation made by Morning Star to Henry Miller Elementary School for the amount of \$360.06 for the purchase of t-shirts for our Student Mentors on campus.

**BACKGROUND INFORMATION:**

HME Student Mentors are 5<sup>th</sup> & 6<sup>th</sup> Grade students who are recommended by their teachers and administrators. Student Mentors are paired up with some of our 3<sup>rd</sup> grade students during their recess time and do activities together like teaching them how to juggle. Student Mentors also help during our Annual Ag Day Festivities by greeting and escorting the presenters to their rooms or areas to set up.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified.

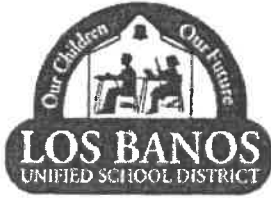
**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

N/A

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ORIGINATOR: Jason Waltman, Principal, Henry Miller Elementary School  
Date: March 14<sup>th</sup>, 2019



# Los Banos Unified School District

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

## DONATION ACCEPTANCE FORM

Name of Donor: The Morning Star Packing Co.  
Address: 13448 S. Volta Rd City: LB Zip: 93635  
Phone: 826-8000

Type of Donation:

Monetary Donation \$ 360.06

In-Kind Donation (other than monetary)

Description of Donation: Student mentor t-shirts

Donor's estimate of approximate present value \$ 360.06

Intended use of donation: Students will wear t-shirts on Fridays.

Comments: \_\_\_\_\_

Hcy  
Signature of Donor

Date donation was approved by the Board: \_\_\_\_\_

### Board of Trustees

Mr. Anthony Parreira, *President* Mrs Marget Benton, *Vice President* Ms. Marine Smith, *Clerk*  
Ms. Megan Goin Mr. Ray Martinez Mr. Gary Munoz Ms. Anahi Rodriguez

### Administration

Mark E. Marshall, Ed.D. *Superintendent*  
Tammie Calzadillas, Ed. D., *Assistant Superintendent, Human Resources*  
Paul Enos, *Assistant Superintendent, Secondary Education*  
Don Laursen, *Assistant Superintendent, Administrative Services*  
Paula Mastrangelo, *Assistant Superintendent, Elementary Education*

**Board Reference Material**

**SUBJECT TITLE:** Morning Star Donation

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the request to accept the donation made by Morning Star to Henry Miller Elementary School for the amount of \$1,313.20 for the purchase of our 25<sup>th</sup> Annual Ag Day Shirts for HME Staff.

**BACKGROUND INFORMATION:**

Henry Miller Elementary School will be hosting it's 25<sup>th</sup> Annual Ag Day this year on March 9, 2019. In celebration of this event Morning Star has donated monies to purchase a special designed 25<sup>th</sup> Year Staff shirt to be worn on this day by all staff at HME.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified.

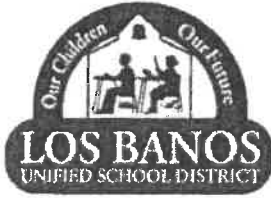
**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

N/A

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ORIGINATOR: Jason Waltman, Principal, Henry Miller Elementary School  
Date: March 14<sup>th</sup>, 2019



# Los Banos Unified School District

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

## DONATION ACCEPTANCE FORM

Name of Donor: The Morning Star Packing Co.  
Address: 13448 S. Volta Rd. City: LB Zip: 93635  
Phone: 826-8000

Type of Donation:

Monetary Donation \$ 1313.20

In-Kind Donation (other than monetary)

Description of Donation: Staff t-shirts for our  
25<sup>th</sup> Annual Ag Day.

Donor's estimate of approximate present value \$ 1313.20

Intended use of donation: Staff will wear shirts  
on March 8<sup>th</sup>

Comments: \_\_\_\_\_

[Signature]  
Signature of Donor

Date donation was approved by the Board: \_\_\_\_\_

### Board of Trustees

Mr. Anthony Parreira, *President* Mrs Marget Benton, *Vice President* Ms. Marlene Smith, *Clerk*  
Ms. Megan Goin Mr. Ray Martinez Mr. Gary Munoz Ms. Anahi Rodriguez

### Administration

Mark E. Marshall, Ed.D. *Superintendent*  
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Paul Enos, *Assistant Superintendent, Secondary Education*  
Don Laursen, *Assistant Superintendent, Administrative Services*  
Paula Mastrangelo, *Assistant Superintendent, Elementary Education*

**Board Reference Material**

**SUBJECT TITLE:** Field/Supervised Internship Agreement, Fresno Pacific

**REQUESTED ACTION:** Approve

Action   X                        Discussion/Information

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**RECOMMENDATION:**

It is recommended the Board approve the Field/Supervised Internship Agreement between Fresno Pacific University and Los Banos Unified School District.

**BACKGROUND INFORMATION:**

The Fresno Pacific Professional Counselor/Psychologist Program is a California Commission on Teacher Credentialing approved program. Each Intern is to work under the direct and continuing supervision of a Fresno Pacific Intern Supervisor and employees of the District (school site cooperating professionals) who hold a valid PPS School Counseling/Psychology credential issued by the California Commission on Teaching Credentialing (CTC) authorizing them to serve as a professional in the schools in which the internship is provided.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Supports Board Goal #9: Recruit, hire, train and retrain administrative, instructional and classified staff that will provide the best educational environment for the students of Los Banos Unified School District.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

**SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):**

None.

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ORIGINATOR: Yolanda Cork-Anthony, Director of Special Education  
Date: March 14, 2019



Pupil Personnel Services Division  
SCHOOL OF EDUCATION

AGREEMENT BETWEEN

FRESNO PACIFIC UNIVERSITY  
DIVISION OF PUPIL PERSONNEL SERVICES

&

LOS BANOS UNIFIED SCHOOL DISTRICT  
LOS BANOS, CALIFORNIA

THIS AGREEMENT entered into this 30th day of March in the year 2019 by and between Fresno Pacific University, hereinafter called the University, and Los Banos Unified School District, Los Banos California, hereinafter called the District.

It is mutually agreed between the parties hereto, as follows:

I.

"Field/Supervised or Internship Experiences" as used herein and elsewhere in this Agreement, means active participation in the duties and functions of a professional school counselor/psychologist under the direct supervision and instruction of employees of the University and facilitated by employees of the District (school site cooperating professionals) who hold a valid PPS School Counseling/Psychology credential issued by the California Commission on Teaching Credentialing (CTC) authorizing them to serve as a professional in the schools in which the internship is provided. School site cooperating professionals shall refer to an employee of the District holding a valid, clear, pupil personnel services credential issued by the Commission who has two or more years of experience in their credentialed field of work.

The District shall provide an Internship experience through the pupil services program operating within the jurisdiction of the District. Such experiences shall be conducted under the direct supervision and instruction of employees of the University and facilitated by employees of the District.

The District may refuse to accept for an Internship Experience any intern of the University assigned to the District, and upon the request of the District, the University shall terminate the assignment of the intern in the District. Students (School Counseling/Psychology interns) shall be subject to the standard background check of other applicants for employment.

The District agrees to provide a field broad and multifaceted experience and provide interns the opportunity to engage in the full range of activities expected of a school counselor/psychologist. The District agrees to provide each intern adequate time in the school setting to complete the field-based requirements outlined in the course syllabus for

Internship in School Counseling/Psychology. The intern will provide this information to their school site cooperating professional.

In addition to the course syllabi, the CTC requires the following experience to be an integral part of the internship fieldwork experience to that extent these activities include, but are not limited to:

1. developing and implementing prevention as well as intervention programs for individuals and groups of pupils;
2. consultation (with school staff and parents);
3. counseling, (individual, group, class, and crisis with pupils and parents);
4. screening and assessment;
5. coordination of resources, programs;
6. opportunities for interdisciplinary team membership;
7. opportunities to assess the effectiveness of instructional and behavioral interventions for individuals and groups of pupils;
8. opportunities to work with pupils from diverse socioeconomic, ethnic, and cultural backgrounds; and
9. opportunities for professional development (professional conferences and in-service training).
10. an individualized plan for each student developed jointly between the School site cooperating professional, the student and the University supervisor.

The District agrees to provide interns with a minimum of two hours of supervision each week (prorated for part-time placements).

Students are volunteers of the District and entitled to Worker's Compensation coverage. The University will provide Worker's Compensation coverage to students for injury or disease arising out of their use of the District's facility while participating in the University's program.

## II.

Liability Insurance. University and the District shall maintain in full force and effect, at all times during the term of this Agreement, the following liability insurance:

1. Commercial General Liability Insurance including, but not limited to, personal injury (including bodily injury and death) and property damage for liability arising out of each of their intern's performance under the Agreement. Said insurance coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate.
2. Professional Liability (Errors and Omissions) Insurance for liability arising out of, or in connection with, each of their intern's performance under this Agreement. Coverage shall include Abuse or Molestation Liability. Coverage shall be no less than ONE



MILLION DOLLARS (\$1,000,000) per claim and THREE MILLION DOLLARS (\$3,000,000) aggregate.

At the request of the District, the University shall deliver all required certificates of insurance to the District. The certificates shall make reference to all provisions and endorsements referred to in this section and shall be signed on behalf of the insurer by its authorized representative.

Insurance provided under University's policy shall be primary and any insurance maintained by the District shall apply, only if required by law, in excess of and not contributory with insurance required under the terms of this Agreement.

### III.

This assignment of a student of the University to Internship experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the University the preliminary Certificate of Clearance (or other state-mandated clearance) and to the District the assignment sheet issued by the University.

### IV.

Each party shall be responsible for the negligence of its own employees. Liability is limited by California Commission on Teaching Credentialing and all other applicable laws. For purposes of this paragraph, the actions of an Intern, while acting within the legitimate scope of their authority, shall be deemed to be the actions of the University.

### V.

#### Discrimination Clause

The University and the District agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Fair Housing Act of 1968 as amended; and the District agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The University and the District agree not to discriminate in their respective employment practices, and will render services under this contract without regard to age, race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

VI.

This Agreement will remain in force until the University or District wishes to terminate the agreement. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this Agreement may be altered, changed, or amended by the mutual consent of the parties hereto.

Eileen Whelan, Ph.D., BCBA-D  
Fresno Pacific University  
1717 S. Chestnut Avenue  
Fresno, CA 93702

Los Banos Unified School District  
1777 S. 11<sup>th</sup> St.  
Los Banos, CA 93635

  
Eileen M. Whelan

Date

Superintendent or Designee

Date

  
Chief Financial Officer

Date

Clerk or Secretary  
of the Board of Trustees

Date

## Board Reference Material

**SUBJECT TITLE:**     Authorize Participation in a Piggyback Contract

**REQUESTED ACTION:** Adopt

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the piggy-back contract with Mobile Modular held by Pajaro Valley Unified School District for the purchase of a modular restroom building for the San Luis High School site.

**BACKGROUND INFORMATION:**

San Luis High School is receiving expanded student capacity and the associated Americans with Disabilities Act regulations require updating the restrooms, too. The most cost effective way to do that is to install a modular restroom building.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This directly supports Board goal #5: Provide student capacity in our schools for a single track schedule throughout the District.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

The cost is \$144,825.19 that will be paid from Developer Fee Fund 25.

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**ORIGINATOR:** Don Laursen - Assistant Superintendent, Administrative Services  
**Date:** March 14, 2019



**Mobile Modular Management Corporation**  
 5700 Las Positas Road  
 Livermore, CA 94551  
 Phone: (925) 606-9000 Fax: (925) 453-3201  
 www.mobilemodular.com

**Sale Agreement**  
 Contract: 210043116.1  
 Date Printed: 03/07/2019

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> <b>Los Banos USD</b> 1717 South 11th Street Los Banos, CA 93635 Don Laursen dlaursen@losbanosusd.k12.ca.us (209) 826-3801 7010	<b>Site Information:</b> Los Banos USD 125 7th Street San Luis High School Los Banos, CA 93635 Don Laursen dlaursen@losbanosusd.k12.ca.us (209) 826-3801 7010	<p align="center">Questions?</p> Please Contact: Kevin Gibson Kevin.Gibson@mobilemodular.com Direct Phone: (925) 453-3143 All other inquiries: (925) 606-9000
<b>Customer PO/Reference:</b> Exp: // By:		

**Product Information**

	Qty	Purchase Price	Extended Purchase Price	Taxable
Restroom, 12x40 DSA II (Item2005) <i>Boy/Girl/Staff/Staff. Configuration and Fixture Count Varies. May or May Not Include Access Area. Fiberglass Reinforced Plastic (FRP) interior. No windows.</i>	1	<b>\$128,634.00</b>	<b>\$128,634.00</b>	Y

**Charges Upon Delivery:**

	Qty	Charge Each	Total One Time	Taxable
<b>Restroom, 12x40 DSA II (Item2005)</b>				
Block and Level Building (B4) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	<b>\$4,805.00</b>	<b>\$4,805.00</b>	N
Delivery Haulage Lowboy 12 wide	2	<b>\$955.00</b>	<b>\$1,910.00</b>	N
Delivery Haulage Permit 12 wide Lowboy	2	<b>\$95.00</b>	<b>\$190.00</b>	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	72	<b>\$14.00</b>	<b>\$1,008.00</b>	Y
Zone/Adjustment Charge 5	1	<b>\$4,000.00</b>	<b>\$4,000.00</b>	N
			<b>\$11,913.00</b>	

Tax: \$4,278.19  
**Total Sales Price Including Tax: \$144,825.19**

**Special Notes**

This is per the Pajoro Valley Piggyback Bid.

**Additional Note:** This is a sale quote/agreement for a NEW 12x40 Boy/Girl/Staff/Staff DSA Modular Restroom Unit set on manufacture wood foundation. Manufacture ramp is included and transition to grade by others.  
**Block/Level:** Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.  
**Budgetary Quote:** Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit [www.mobilemodularrents.com](http://www.mobilemodularrents.com) and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". \*Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

**Delivery Date:**

**Delivery Date:** Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

**Ramps:** Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

**Restroom buildings:** Restrooms are not self-contained. Where applicable, manifolds are shipped loose; assembly and



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connection are the responsibility of the Customer. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

**Site Installation Requirements:** Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

**Site Plan Review:** Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

**Yes - Prevailing Wage:** Pricing includes prevailing wage and certified payroll for installation work performed on site.

**Special Terms & Important Contractual Information**

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



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**Sale Agreement**

Contract: 210043116.1  
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**Incorporation by Reference**

The Sale Agreement is subject to the Supplemental Sale Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be viewed in the Resources section of Seller's website at (<https://www.mobilemodular.com/contractterms>). The Buyer hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

**Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.**

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("**Seller**") and buyer ("**Buyer**", as described in the Sale Agreement in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Sale.

<p><b>SELLER:</b>          Mobile Modular Management Corporation</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>BUYER:</b>          Los Banos USD</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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**ATTACHMENT A**

**SALE TERMS AND CONDITIONS**

**1. SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Sale Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. Each such Sale Agreement ("**Agreement**"), and the sale provisions on the Seller's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), to which are incorporated by reference into the Agreement, shall constitute a separate and independent sale (a "**Sale**") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

**2. TIME PAYMENT; TITLE RETENTION.**

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "**Purchase Price**") is set forth in the Sale Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

**3. CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Sale Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has



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 Date Printed: 03/07/2019

been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.

**4. DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "Site"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.

**5. INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

**6. BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.

**7. LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.

**8. INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.

**9. WAIVER AND INDEMNIFICATION.**

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

**10. TERMINATION FOLLOWING BREACH.** In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.



**Mobile Modular Management Corporation**  
5700 Las Positas Road  
Livermore, CA 94551  
Phone: (925) 606-9000 Fax: (925) 453-3201  
www.mobilemodular.com

<p align="center"><b>Sale Agreement</b></p> <p>Contract: 210043116.1 Date Printed: 03/07/2019</p>
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**11. GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

**12. JURISDICTION.**

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.

**13. SELLER'S EXPENSES.** Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

**14. LICENSE AND TRANSFER FEE(S).** If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

**15. COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

**16. FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

**17. MISCELLANEOUS.**

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

**18. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev. 08/22/16



## Board Reference Material

**SUBJECT TITLE:** Proposal: Forensic Analytical Consulting Services

**REQUESTED ACTION:** Approve

Action  X

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve the proposal from Forensic Analytical Consulting Services to perform an Asbestos and Lead Paint Survey for the LBE Fire Alarm Project.

**BACKGROUND INFORMATION:**

Due to the nature of the LBE Fire Alarm Project, an Asbestos and Lead Paint Survey is a required element for the construction phase.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

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

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

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

The proposal estimate is not to exceed \$5,189.80. The cost will be paid from Facilities Fund #40.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services  
Date: March 14, 2019



# Forensic Analytical

ENVIRONMENTAL HEALTH CONSULTANTS

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February 19, 2019

**To:** Mr. Don Laursen  
Los Banos Unified School District  
1717 S. 11<sup>th</sup> St.  
Los Banos, CA 93635

[dlaursen@losbanosusd.k12.ca.us](mailto:dlaursen@losbanosusd.k12.ca.us)  
Phone: 209-826-3801

**From:** Joseph Vuglia, Project Manager  
Forensic Analytical Consulting Services  
371 E. Bullard Ave., Suite 109  
Fresno, CA 93710

[jvuglia@forensicanalytical.com](mailto:jvuglia@forensicanalytical.com)  
Phone: 559-436-0277

**Subject: Proposal for Asbestos and Lead Survey  
Los Banos Elementary School Campus-wide Fire Alarm Replacement**

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Dear Mr. Laursen:

Forensic Analytical Consulting Services, Inc. (FACS), is pleased to provide Los Banos Unified School District with the following proposal for an asbestos and lead paint survey in support of the fire alarm replacement project at Los Banos Elementary School, located at 1260 7<sup>th</sup> Street in Los Banos, California. The survey is intended to fulfill the requirements of the San Joaquin Valley Air Pollution Control District (SJVAPCD) and US EPA for a pre-renovation asbestos survey. The survey is also intended to identify lead-containing paints or coatings for compliance with California Department of Public Health, Cal/OSHA, and US EPA rules and regulations for lead.

## OBJECTIVES

We understand that the fire alarm replacement project at this site is campus-wide and will impact wall and ceiling materials in permanent buildings and portable structures, as well as concrete pads in some areas for routing below-grade wiring.

We also understand that there is an expedited time-frame for conducting this inspection due to the contractor bidding process. FACS will endeavor to complete the inspection and generate a report as quickly as possible. We can schedule the site visit once we have notice to proceed provided by either completing and returning the authorization form (page 5), or by our reception of a LBUSD purchase order.

## FACS SCOPE OF WORK

1. FACS will perform a pre-renovation asbestos and lead survey of suspect building materials that will be impacted during this project, as established by architectural drawings provided by Teter, LLC.
2. The asbestos survey will be performed by personnel with the EPA AHERA-accreditation as an asbestos Building Inspector and Cal/OSHA certification as an asbestos Certified Site Surveillance Technician or as a Certified Asbestos Consultant. The survey will be supervised, directed and reviewed by a Cal/OSHA Certified Asbestos Consultant as required by regulation.

3. Bulk samples will be collected in accordance with EPA AHERA and NESHAP sampling protocols. Where possible, homogeneous materials will be grouped between areas where allowed to limit the total number of samples needed.
4. All samples will be analyzed by PLM using EPA Method 600/R-93-116, Visual Area Estimation, by Forensic Analytical Laboratories, Inc. (FALI).
5. Based on sample results, all materials will be categorized as Asbestos-Containing Material (ACM, >1% asbestos) per EPA or as non-ACM (no asbestos detected).
6. Materials with analytical results ranging from Trace to 10% will be categorized as ACM (>1% asbestos) as required by EPA unless point-count analysis is performed on each sample of the homogeneous material with detectable asbestos to determine if the material is non-ACM.
7. ACM will be categorized as Regulated Asbestos-Containing Material (RACM), Category I ACM, or Category II ACM.
8. The lead survey will be performed by personnel with California Department of Public Health (CDPH) certification as a lead Sampling Technician or lead Inspector / Risk Assessor. The lead survey will be supervised, directed and reviewed by a CDPH lead Inspector / Risk Assessor as required by regulation.
9. The lead survey will be performed using an X-Ray Fluorescence Spectrum (XRF) analyzer to identify lead-containing materials, with bulk sample collection to verify "no lead" XRF test readings as needed. The lead survey will be conducted in accordance with the CDPH Lead-Related Construction Program and will be modeled on the sampling protocol established in the US HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
10. Any bulk samples collected to verify XRF results will be analyzed by Atomic Absorption Spectrometry using EPA Method 3050B/7420 by FALI.
11. Based on XRF testing and bulk sample results, all materials suspect for containing lead will be categorized as lead-free, lead-containing, or lead-based.
12. If lead-based paints are identified, a determination will be made regarding applicability of the US EPA Renovation, Repair and Painting (RRP) rule, which regulates construction-related disturbance of lead-based paint in child-occupied facilities constructed prior to 1978.
13. The survey report will include:
  - a. Introduction and summary
  - b. Table of materials and analytical results
  - c. EPA Category of identified or assumed ACM
  - d. Quantities of ACM
  - e. Identification of lead-based and lead-containing materials and quantities
  - f. Conclusions and recommendations
  - g. Laboratory analytical reports
  - h. Sample data sheets and chain of custody forms
  - i. Diagrams of sample locations
  - j. Photographs of project areas and materials to be disturbed
  - k. Certifications of personnel and laboratories

The table on the following page shows the estimated rates and fees for labor, expenses, and analysis of samples for the proposed services.

## ASBESTOS & LEAD SURVEY COSTS

<u>Task</u>	<u>Rate/Unit</u>	<u>Unit</u>		<u>Total</u>
Travel	\$ 75.00	5	Hrs.	\$ 375.00
Asbestos Survey (Technician)	\$ 75.00	16	Hrs.	\$ 1,200.00
XRF Lead Survey	\$ 125.00	4	Hrs.	\$ 500.00
Review and Report Generation (Project Manager)	\$ 75.00	6	Hrs.	\$ 450.00
Technical Oversight (Sr. PM)	\$ 165.00	1	Hrs.	\$ 165.00
Lab Analysis - Asbestos	\$ 22.00	64	Ea.	\$ 1,408.00
Lab Analysis - Lead	\$ 50.00	10	Ea.	\$ 500.00
Shipping	\$ 30.00	1	Ea.	\$ 30.00
Administrative/Project Coordination	\$ 45.00	2	Hrs.	\$ 90.00
Contingency (10%)				\$ 471.80
<b>Total Estimated Cost</b>				<b>\$5,189.80</b>

Lab analytical costs are based on a next business-day laboratory turnaround time. If interpretation of PLM results indicates a potential benefit from point-count analysis, we will inform you in a phone call or e-mail and provide an estimate of additional costs if they exceed the contingency amount.

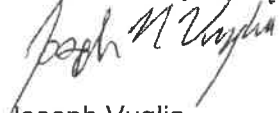
## LIMITATIONS

1. Sample quantity estimates are based on FACS experience with similar structures and variety of building materials or finishes typically contained therein. Where possible, homogeneous materials found in multiple areas within structures and between homogeneous structures will be grouped to limit the total number of samples required; however, until our inspectors perform an on-site space-by-space inventory of existing materials we cannot determine in advance the extent of such homogeneous material grouping that may be possible. The estimated sampling costs assume a “worst-case” scenario in which limited grouping of materials is possible.
2. FACS may find areas that are inaccessible or unsafe to inspect, which may contain suspect materials. FACS will note such areas in our survey report.
3. Collection of bulk samples is destructive. Inspectors will sample in discrete locations where possible, and limited repairs will be made, such as caulking of holes; however, FACS does not provide any warranty for such repair work.
4. As noted above, the costs of point-count analysis are not included in this estimate.
5. LBUSD will only be invoiced for actual services rendered, which may total less than the estimated costs. If additional labor or sampling is required, the above rates will apply. Total project cost will not exceed the estimate total without your pre-approval.
6. This proposal is for survey-related costs only. If asbestos-containing or lead-containing materials are identified in the survey and remediation is needed to facilitate the project, a separate proposal will be submitted for drafting of remediation specifications, bid and job walk attendance, consultation, project monitoring, and clearance sampling. Costs for these services, or even if they are needed, are dependent on the survey results and cannot be accurately determined in advance.

The total not-to-exceed cost for this project is **\$5,189.80**.

FACS appreciates the opportunity to provide you with this proposal. Please do not hesitate to contact our office at 559-436-0277 if you have any additional questions or concerns. Thank you for the opportunity to assist LBUSD with protecting students and staff, protecting contractor personnel and facilitating their compliance with the applicable rules and regulations, and in promoting a more healthful environment.

Best regards,  
Forensic Analytical Consulting Services



Joseph Vuglia  
Project Manager  
Cal/OSHA CAC 13-5005  
CDPH I/RA 22314

Reviewed by  
Forensic Analytical Consulting Services



Fred Tarazon  
Local Director, Fresno Office

**ACKNOWLEDGMENT**

The terms and conditions established in this proposal and the attached form between FACS and LBUSD are acceptable and within the approval authority of the undersigned. This acknowledgement shall have the force and effect of Notice to Proceed to provide the proposed services in accordance with stated rates.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

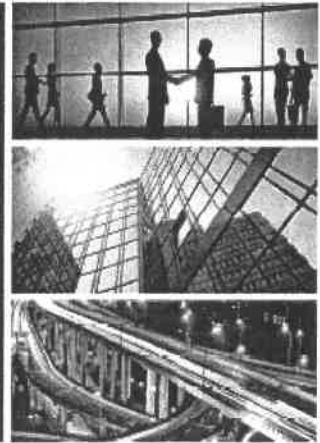
Print Name and Title: \_\_\_\_\_

Purchase Order or Work Order Identification: \_\_\_\_\_

## LABOR RATES

DESIGNATION	HOURLY RATE
Sr. CIH/PhD/Toxicologist	\$275
CIH/Principal Scientist	\$175
Professional Geologist	\$175
Senior Project Manager	\$165
Project Manager	\$75
Project Specialist	\$125
Senior Technician	\$95
Technician	\$75
Project Coordinator	\$75
Administrative Support	\$45

**Right People.**  
**Right Perspective.**  
**Right Now.**



## LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS	TURNAROUND TIME*					
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MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	>7 Days
Non-Viable Air	\$175	\$140	\$125	\$75		
Non-Viable Bulk	\$125	\$115	\$75	\$55		
Total Coliform & E. Coli (MUG)		\$160	\$125	\$90		
Legionella Viable Culture						\$175

ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	\$24	\$22	\$20	\$18	\$16	\$14
PLM (bulk)	\$35	\$32	\$28	\$25	\$22	\$20
TEM (air)	\$280	\$200	\$175	\$150	\$125	\$100
Point Count – 400	\$125	\$100	\$90	\$80	\$75	\$70
Point Count – 1000/Gravimetry	\$250	\$200	\$180	\$160	\$150	\$140

OTHER	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	\$60	\$50	\$40	\$30	\$25	\$20
Particle ID – Wildfire Smoke	\$400	\$300	\$225	\$175	\$150	\$125

\*Turnaround time = total business days to receive laboratory results after sample submission

## MISCELLANEOUS

Mileage:	Cost plus 15%	Deposition/Testimony:	Labor Rate x 1.5
Reimbursables:	Cost plus 15%	Emergency Response:	Labor Rate x 2
Equipment and Consumables:	Cost plus 15%	Standard Overtime:	Labor Rate x 1.5
Off-Hours Lab Opening Fee:	\$400	Technician Overtime:	\$85/hr

### 2018 HMS - D Fee Schedule

Please contact us for a complete list of services.

**Right People. Right Perspective. Right Now.**

## GENERAL TERMS AND CONDITIONS

**ALL ORDERS FOR GOODS AND/OR SERVICES SET FORTH IN FORENSIC ANALYTICAL CONSULTING SERVICES, INC'S SCOPE OF WORK (THE "SERVICES") SHALL BE COVERED BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT (THE "CONTRACT") BETWEEN FORENSIC ANALYTICAL CONSULTING SERVICES, INC. ("FACS") AND THE CLIENT ("CLIENT").**

- 1. TERMS AND CONDITIONS.** All terms and conditions relating to the rendering of services or the sale of goods by FACS are set forth herein. The Contract contains the final and complete agreement between the parties and there are no representations or warranties, expressed or implied, with respect to services or goods, except as specifically set forth herein. No waiver by FACS of any default shall be deemed a waiver of any subsequent default. Failure of FACS to object to provisions contained in any order or other communication from the Client shall not be construed as a waiver of any right or remedy of FACS hereunder, nor an acceptance of any such provisions.
- 2. INDEMNIFICATION.** The Client waives any claim against FACS, and agrees to defend, indemnify and hold FACS harmless from any claim or liability for injury or loss, including all attorney fees and defense costs, arising or allegedly arising from or in any way connected with FACS' services under this Contract, except where such claim or liability is caused by the gross negligence or willful misconduct of FACS. The Client also agrees to defend, indemnify and hold FACS harmless from any claim or liability, injury or loss, including all attorney fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client. FACS does not guarantee the completion of performance of contracts by third parties, nor is it responsible for their acts or omissions, nor for the safety of any workplace other than FACS' premises.
- 3. COMPENSATION.** Unless stated otherwise in a Letter of Agreement between FACS and the Client, the compensation for services will be billed in accordance with the agreed upon rates, subject to change upon notification. Time spent in traveling, when in the interest of the project, will be charged to the Client. Reimbursable expenses will be charged at cost plus 15%.
- 4. PAYMENT TERMS.** Payment terms are net 15 days unless special written arrangements have been made. FACS may, at any time, suspend performance of any service, withhold written reports or require payment in cash, security or other adequate assurance satisfactory to FACS when, in FACS' opinion, the financial condition of Client or other grounds for insecurity warrant such action. FACS reserves the right to assess late charges on accounts past due at a rate of 18% per annum. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

For projects that will exceed 30 days in length, FACS reserves the right to invoice for any work done within that month.

- 5. TAXES.** All sales taxes or use taxes, whether now existing or hereinafter imposed or modified, or taxes or duties of any nature whatsoever which may be assessed, shall be paid by the Client. In the event FACS is required to pay any such tax, the Client shall reimburse FACS therefore on demand. In lieu of such payment, the Client shall provide FACS at the time the order is submitted with exemption certificates or other documents acceptable to taxing or customs authorities.
- 6. CREDIT.** This contract is given and accepted subject to FACS' approval of the Client's credit, determinable at any time and from time to time by FACS in its sole judgment, affecting the whole or any unfulfilled portion of this contract.
- 7. LEGAL ENFORCEMENT OF GENERAL CONDITIONS.** If any portion of this Contract is found to be unenforceable, the remaining portions of the Contract shall remain in effect and enforced.
- 8. MODIFICATION OF AGREEMENT.** The foregoing conditions may be modified only by written agreement and signed by duly authorized representative of FACS and the Client.



## Board Reference Material

**SUBJECT TITLE:**            **Student Overnight travel**

**REQUESTED ACTION:**    Approve

Action      X  

Discussion/Information                   

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### **RECOMMENDATION:**

It is recommended the Board approve travel for Westside Elementary School 6<sup>th</sup> Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from October 22 to 25 2019.

### **BACKGROUND INFORMATION:**

The Jack L. Boyd Outdoor School is a residential outdoor science and environmental education program for 6th grade students from schools throughout Central California. This trip provides an opportunity for our students to experience first hand geology and life science in an outdoor classroom setting. The students will be immersed in nature and science for two full days in this outdoor environmental facility. They will be participating in standards based/outdoor curriculum and also supports the instruction of the California 6<sup>th</sup> grade content standards for science.

### **HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Board Goal #3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning by providing:

Board Goal #11: Continue to collaborate with other agencies to provide extended educational opportunities for students, and effective community use of school facilities.

### **ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified

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

Jack L. Boyd Outdoor School: \$255 per student (70) = \$17,850

Travel: 2 district bus/driver and van (estimate) = \$1,700.

Three Teacher Stipends = \$1,905- \$127 a day

Total expense for outdoor camp: \$21,450

Cost per student: \$306.42

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ORIGINATOR: Joe McColloch, Principal Westside Elementary School

Date: March 14, 2019

**AGREEMENT BETWEEN MERCED COUNTY OFFICE  
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT  
(*Westside Union Elementary*) FOR USE OF CAMP GREEN MEADOWS  
OUTDOOR SCHOOL COMMENCING  
October 21, 2019 AND ENDING October 25, 2019**

This Agreement is made and entered into on this 15th day of February 2019, by and between the Merced County Office of Education (“MCOE”) and Los Banos Unified School District (“District”) for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the “Outdoor School”). MCOE and District shall collectively hereinafter be referred to as the “Parties.”

**AGREEMENT**

**ARTICLE 1**

**FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE**

**1.1 Date(s) of Use.**

District will commence its use of the Outdoor School beginning October 21, 2019 at 11:00 a.m. and ending October 25, 2019 at 11:30 a.m. Westside Union Elementary will be sharing facilities at Camp Green Meadows Outdoor School with Kerman-Floyd Elementary and should coordinate with said school(s) for cabin leaders, nurse and field trips.

**1.2 Payment for Use.**

District will pay MCOE \$255.00 per student for a minimum of 65 students for a total of \$16,575.00. **District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.**

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$828.75 (five percent (5%) of the total contract amount) on or before **August 15, 2019** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$15,746.25 (the balance of the total contract price of \$16,575.00 less the deposit of \$828.75) will be transferred to MCOE within thirty (30) days following the District’s use of the Outdoor School.

1.2.3 Adjustment to Final Payment. Final payment will be increased or decreased based upon actual attendance multiplied by the per-student rate specified in 1.2 above. There is a minimum billing amount of 90%. Payment will not be less than 90% of the number of students contracted for in 1.2 above, regardless of the number of students in actual attendance. Total program payment shall not fall below 50 students for all schools combined in a program week.

1.2.4 Payment Transfer Authorization. The District hereby authorizes and MCOE shall transfer the total balances due (both deposits and final payments) via an Inter-District transfer from the following account # provided by the District:

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2

**ARTICLE 2  
TRANSPORTATION AND DISTRICT SUPPORT**

**2.1 Transportation.**

District shall be solely responsible for providing its own transportation to ensure the timely arrival and departure of its students, teachers, cabin counselors and health care staff to and from the Outdoor School in accordance with the date(s) and time(s) of use identified in Section 1.1 above **and in the event of a medical, disciplinary, safety or other emergency.**

2.1.1 MCOE-Provided Transportation. Notwithstanding Section 2.1, in the event MCOE is required to provide transportation services to and/or from the Outdoor School and/or in the event MCOE provides transportation to District to handle medical, disciplinary, safety, or other emergencies, the District hereby agrees to reimburse MCOE for such services at their actual cost. All charges for such services will be reflected on the District’s final bill issued pursuant to Section 1.2.2.

2.1.2 MCOE Transportation for Field Trips. In the event District requests MCOE to provide bus transportation for field trips, District will be responsible for all charges for such services which will reflect on the District’s final bill issued pursuant to Section 1.2.2.

<u>Field Trip Costs</u>	
Mariposa Grove drop off	\$125.00 per bus run
Mariposa Grove drop off/pick up	\$250.00 per bus run
Yosemite Valley all day	\$400.00./bus plus staff OT
Nelder Grove	\$250.00/bus plus staff OT

**2.2 District Support.**

District shall provide a minimum of one (1) teacher for up to twenty-five (25) students, two (2) teachers for twenty-six (26) to fifty (50) students, three (3) teachers for fifty-one (51) to seventy-five (75) students, and so on. Teachers are a vital part of the supervision model of the Outdoor School and are required to remain on campus while students are present. District shall also provide a minimum of one (1) health care professional of EMT-1 certification or higher and two (2) cabin supervisors per cabin of students who is the same gender as the students being supervised. Cabin leaders in excess of two (2) per cabin of students will be charged to the District as additional students, except in cases where the District has made arrangements with the Outdoor School in advance to support special needs students.

2.2.1 Coordination with Other Schools or Districts. In the event that more than one (1) school or district attends the Outdoor School at the same time as District, District agrees to coordinate with such school(s) and/or district(s) and cooperate as to the provision of health care and cabin leader staff as required by Section 2.2 above.

2.2.2 Written Materials. District agrees to provide enough Parent, Teacher and Cabin Leader Booklets to support each of the program participants at District's expense. The Outdoor School will provide one master copy of each such Booklet to District.

2.2.3 Coordination with Outdoor School Staff. District shall arrange a planning and orientation between District's school site and the Outdoor School staff. District shall coordinate with the Outdoor School staff for the provision of visitor passes to any staff visiting during the program at least twenty-four (24) hours in advance of the visitors' arrival to the Outdoor School. District shall also make arrangements for the translation of all student and parent forms and provide translation services as needed. District shall provide the Outdoor School with all pertinent information regarding student and staff health, discipline and behavior issues that might impact the Outdoor School program in advance of the District's use of the Outdoor School.

2.2.4 **Emergency Contact.** 24 hour emergency contact information must be provided by District:

**CONTACT 1:**

Name: Joe McLoth  
Title: Principal  
Phone: 209-827-9390  
Cell Phone: 209 597-1538

**CONTACT 2:**

Name: Maggie Ordunco  
Title: Assistant Principal  
Phone: 209-827-9390  
Cell Phone: 1-209-477-7563

**ARTICLE 3  
DISTRICT CONDUCT**

**3.1 School Policy and Governing Laws.**

District hereby agrees to abide by all of the policies set forth in the "Outdoor School Policy Booklet" which District acknowledges it has reviewed prior to executing this Agreement. Such policies are incorporated herein as if set forth in full. District further agrees to abide by all applicable federal, state and local laws in its use of the School.

**ARTICLE 4  
INSURANCE AND INDEMNIFICATION**

**4.1 Insurance.**

4.1.1 General Insurance Requirements. Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain the insurance programs set forth in this Section 4.1.

4.1.2 Evidence of Insurance. Each Party shall, upon request of the other Party, provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party prior to District's use of the School under this Agreement.

4.1.3 Insurer Financial Ratings and Self-Insurance. If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

4.1.4 Notification of Incidents, Claims or Suits. The Parties mutually agree to notify one another of any accident or incident relating to activities performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against either of the Parties, and of any actual third-Party claim or lawsuit arising from, or related to, District's use of the School or services provided by MCOE under this Agreement.

4.1.5 Insurance Coverage Requirements. Each Party shall maintain the following programs of insurance coverage:

4.1.5.1 General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.1.5.2 Automobile Liability insurance with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.1.5.3 The Parties agree to provide Workers Compensation and Employers' Liability insurance providing workers compensation benefits to their respective employees, as required by the State of California. At no time will District's employees be considered MCOE's employees or vice-versa.

4.1.6 Waiver of Subrogation. The Parties waive all rights of subrogation and recovery against the other and against agents and employees of the other for damages covered by any property insurance.

## 4.2 Indemnification.

District shall defend, indemnify and hold harmless MCOE, its governing board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising in whole or in part out of the District's use of the School caused in whole or in part by the negligent or intentional acts or omissions of the District's governing board, officers, directors, agents, employees, volunteers, students or independent contractors.

**ARTICLE 5  
MISCELLANEOUS**

**5.1 Modification.**

The Parties may modify the terms and conditions of this Agreement only in a written amendment to this Agreement that is signed by both Parties.

**5.2 Heirs, Successors and Assigns.**

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

**5.3 Party Employees.**

5.3.1 District Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees, and no District employees shall be considered as an employee of MCOE, nor shall such District employees have any MCOE pension, civil service, or other status while an employee of District.

5.3.2 MCOE Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for MCOE shall be deemed MCOE employees and no MCOE employee shall be considered as an employee of District, nor shall such MCOE employees have any District pension, civil services, or other status while an employee of MCOE.

**5.4 Notices.**

All notices or other communications, shall be in writing and shall be duly served, either personally delivered or by depositing communication in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District:                                Los Banos Unified School District  
    1717 South 11<sup>th</sup> Street  
    Los Banos, CA 93635  
    ATTN: Dr. Mark Marshall, Superintendent

MCOE:  
Outdoor School                        Camp Green Meadows Outdoor School  
    PO BOX 69  
    Fish Camp, CA 93623  
    ATTN: Robert Bassett, Principal

**5.5 Counterparts.**

This Agreement may be executed in duplicate counterparts.

**5.6 Severability.**

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining portions shall not, in any way, be affected or impaired thereby.

**5.7 Prevailing Party Fees.**

The prevailing Party in any action or proceeding to enforce, interpret or otherwise, arising out of or relating to, this Agreement or any provision thereof (including, but not limited to, any trial, arbitration, administrative hearing or appeal) shall be entitled to recover from the other Party (or parties) all of the costs and expenses, including, but not limited to, reasonable attorneys' fees and expert's fees.

**5.8 Third-Party Beneficiaries.**

This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third-Party beneficiary hereunder.

**5.9 No Partnership or Joint Venture.**

Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership, joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

**5.10 Waiver.**

No failure on the part of the District or MCOE to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

**5.11 Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

**5.12 Captions.**

The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

**5.13 Further Assurances.**

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

#### **5.14 Mediation.**

In the event any dispute arises under the terms of this Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy two (72) hours of the request of either Party. If, within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty five (45) days of the initial request for mediation.

#### **5.15 Authority.**

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

#### **5.16 Provisions Required by Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

#### **5.17 Ambiguities Not to be Construed Against Drafting Party.**

The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

#### **5.18 Governing Law.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Merced County, California.

#### **5.19 Entire Agreement.**

The terms and provisions of this Agreement constitute the entire Agreement of the Parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto with respect to the subject matter hereof.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first referenced above.

MERCED COUNTY OFFICE OF EDUCATION

LOS BANOS UNIFIED SCHOOL  
DISTRICT

By: John Magnuson  
Title: Assistant Superintendent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

RETURN ADDRESS:

Camp Green Meadows Outdoor School  
P. O. Box 69  
Fish Camp, CA 93623

## Board Reference Material

**SUBJECT TITLE:** Student Overnight Travel & Teacher Out-of-State Travel

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve overnight/out-of-state travel for Los Banos High School students to attend the CSU Chico Field Day.

**BACKGROUND INFORMATION:**

10-15 students plus advisors will travel to Chico, California for the CSU Chico Field Day March 8<sup>th</sup> and 9<sup>th</sup> 2019.

This activity will provide students with an opportunity to observe and experience leadership and career development events at the state level. The students will use their experiences to prepare for the states finals contest in April.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is an operational activity and does not support a specific Board goal. All student overnight and teacher out-of-state travel requires prior Board approval.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

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

Vehicles are provided by the LBHS Ag Department. Students' travel is paid through ASB and staff travel is paid from Perkins.

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ORIGINATOR: Veli Gurgen, Principal, Los Banos High School  
Date: March 14, 2019

## Board Reference Material

**SUBJECT TITLE:** Student Overnight Travel

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve overnight/out-of-state travel for Los Banos High School students to attend the Gridley Field Day.

**BACKGROUND INFORMATION:**

10-15 students plus advisors will travel to Gridley, California for the Gridley Field Day March 29<sup>th</sup> and 30<sup>th</sup> 2019.

This activity will provide students with an opportunity to observe and experience leadership and career development events at the state level. The students will use their experiences to prepare for the states finals contest in April.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is an operational activity and does not support a specific Board goal. All student overnight and teacher out-of-state travel requires prior Board approval.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

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

Vehicles are provided by the LBHS Ag Department. Students' travel is paid through ASB and staff travel is paid from Perkins.

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ORIGINATOR: Veli Gurgen, Principal, Los Banos High School  
Date: March 14, 2019

## Board Reference Material

**SUBJECT TITLE:** Student Overnight Travel

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve overnight/out-of-state travel for Los Banos High School Students to attend the State FFA CDE Finals.

**BACKGROUND INFORMATION:**

10-15 students plus advisors will travel to San Luis Obispo, California for the State FFA CDE Finals the 3<sup>rd</sup> and 4<sup>th</sup> of May 2019.

This activity will provide students with an opportunity to observe and experience leadership and career development events at the state level. The student will use their prior experiences from other field days and contests to compete at the state finals.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is an operational activity and does not support a specific Board goal. All student overnight and teacher out-of-state travel requires prior Board approval.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

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

Vehicles are provided by the LBHS Ag Department. Students' travel is paid through ASB and staff travel is paid from Perkins.

---

**ORIGINATOR:** Veli Gurgen, Principal, Los Banos High School

**Date:** March 14, 2019

## Board Reference Material

**SUBJECT TITLE:**            Student Overnight Travel

**REQUESTED ACTION:**    Approve

Action      X  

Discussion/Information \_\_\_\_\_

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### **RECOMMENDATION:**

It is recommended the Board approve travel for Volta Elementary School 6<sup>th</sup> Grade students to attend an outdoor education trip to Jack L. Boyd Outdoor School at Green Meadows from September 30-October 4, 2019

### **BACKGROUND INFORMATION:**

The Jack L. Boyd Outdoor School is a residential outdoor science and environmental education program for 6<sup>th</sup> grade students from schools throughout Central California. This trip provides an opportunity for our students to experience geology and life science in an outdoor classroom setting. The students will be immersed in nature and science in this outdoor environmental facility. They will be participating in outdoor science instruction based on the Next Generation California Common Core Science content standards for 6<sup>th</sup> grade.

### **HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Board Goal #3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning by providing:

Board Goal #11: Continue to collaborate with other agencies to provide extended educational opportunities for students, and effective community use of school facilities.

### **ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified

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

All expenses for this activity will be raised by the 6<sup>th</sup> grade classes with the help of parents and the Volta Elementary Family Club.

Jack L. Boyd Outdoor School: \$255/student (min. of 75 students) = \$19,125.00

Travel: 2 district buses + drivers = \$1,324.00

Teacher stipend: 3 teachers @ \$127.00/day x 4 days = \$1,524.00

Total estimated expense for outdoor camp: \$21,973.00

Substitutes for teachers: 1 possible if students elect to stay behind (\$120/day x 5 days=\$600)

ORIGINATOR: Matthew Thomas, Principal, Volta Elementary School

DATE: March 14, 2019

**AGREEMENT BETWEEN MERCED COUNTY OFFICE  
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT  
(Volta Elementary) FOR USE OF CAMP GREEN MEADOWS  
OUTDOOR SCHOOL COMMENCING  
September 30, 2019 AND ENDING October 4, 2019**

This Agreement is made and entered into on this 15th day of February 2019, by and between the Merced County Office of Education ("MCOE") and Los Banos Unified School District ("District") for the use of Camp Green Meadows Outdoor School, located in Fish Camp, California (the "Outdoor School"). MCOE and District shall collectively hereinafter be referred to as the "Parties."

**AGREEMENT**

**ARTICLE 1**

**FACILITY AND PROGRAM RESERVATION AND PAYMENT SCHEDULE**

**1.1 Date(s) of Use.**

District will commence its use of the Outdoor School beginning September 30, 2019 at 11:00 a.m. and ending October 4, 2019 at 11:30 a.m. Volta Elementary will be sharing facilities at Camp Green Meadows Outdoor School with Sun Empire Elementary and should coordinate with said school(s) for cabin leaders, nurse and field trips.

**1.2 Payment for Use.**

District will pay MCOE \$255.00 per student for a minimum of 75 students for a total of \$19,125.00. **District will notify the Outdoor School of the final student number at least two (2) weeks prior to the first day of outdoor school. The maximum number of students per week is 145.**

1.2.1 Deposit. District will pay MCOE a deposit in the amount of \$956.25 (five percent (5%) of the total contract amount) on or before **August 15, 2019** to secure the dates identified in Section .1 above. This deposit is non-refundable and will be credited against the total contract amount. The deposit will not be refunded in the event the contract is cancelled, regardless of the reason for the cancellation.

1.2.2 Final Payment. The amount of \$18,168.75.00 (the balance of the total contract price of \$19,125.00 less the deposit of \$956.25) will be transferred to MCOE within thirty (30) days following the District's use of the Outdoor School.

1.2.3 Adjustment to Final Payment. Final payment will be increased or decreased based upon actual attendance multiplied by the per-student rate specified in 1.2 above. There is a minimum billing amount of 90%. Payment will not be less than 90% of the number of students contracted for in 1.2 above, regardless of the number of students in actual attendance. Total program payment shall not fall below 50 students for all schools combined in a program week.

1.2.4 Payment Transfer Authorization. The District hereby authorizes and MCOE shall transfer the total balances due (both deposits and final payments) via an Inter-District transfer from the following account # provided by the District:

%	Fd	Resc	Y	Objt	So	Goal	Func	Sch	DD1	DD2

**ARTICLE 2  
TRANSPORTATION AND DISTRICT SUPPORT**

**2.1 Transportation.**

District shall be solely responsible for providing its own transportation to ensure the timely arrival and departure of its students, teachers, cabin counselors and health care staff to and from the Outdoor School in accordance with the date(s) and time(s) of use identified in Section 1.1 above **and in the event of a medical, disciplinary, safety or other emergency.**

2.1.1 MCOE-Provided Transportation. Notwithstanding Section 2.1, in the event MCOE is required to provide transportation services to and/or from the Outdoor School and/or in the event MCOE provides transportation to District to handle medical, disciplinary, safety, or other emergencies, the District hereby agrees to reimburse MCOE for such services at their actual cost. All charges for such services will be reflected on the District's final bill issued pursuant to Section 1.2.2.

2.1.2 MCOE Transportation for Field Trips. In the event District requests MCOE to provide bus transportation for field trips, District will be responsible for all charges for such services which will reflect on the District's final bill issued pursuant to Section 1.2.2.

<u>Field Trip Costs</u>	
Mariposa Grove drop off	\$125.00 per bus run
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Nelder Grove	\$250.00/bus plus staff OT

**2.2 District Support.**

District shall provide a minimum of one (1) teacher for up to twenty-five (25) students, two (2) teachers for twenty-six (26) to fifty (50) students, three (3) teachers for fifty-one (51) to seventy-five (75) students, and so on. Teachers are a vital part of the supervision model of the Outdoor School and are required to remain on campus while students are present. District shall also provide a minimum of one (1) health care professional of EMT-1 certification or higher and two (2) cabin supervisors per cabin of students who is the same gender as the students being supervised. Cabin leaders in excess of two (2) per cabin of students will be charged to the District as additional students, except in cases where the District has made arrangements with the Outdoor School in advance to support special needs students.

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2.2.2 Written Materials. District agrees to provide enough Parent, Teacher and Cabin Leader Booklets to support each of the program participants at District's expense. The Outdoor School will provide one master copy of each such Booklet to District.

2.2.3 Coordination with Outdoor School Staff. District shall arrange a planning and orientation between District's school site and the Outdoor School staff. District shall coordinate with the Outdoor School staff for the provision of visitor passes to any staff visiting during the program at least twenty-four (24) hours in advance of the visitors' arrival to the Outdoor School. District shall also make arrangements for the translation of all student and parent forms and provide translation services as needed. District shall provide the Outdoor School with all pertinent information regarding student and staff health, discipline and behavior issues that might impact the Outdoor School program in advance of the District's use of the Outdoor School.

2.2.4 Emergency Contact. 24 hour emergency contact information must be provided by District:

**CONTACT 1:**

Name: Matthew Thomas  
Title: Volta Principal  
Phone: (209) 826-2912  
Cell Phone: (209) 777-7291

**CONTACT 2:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

**ARTICLE 3  
DISTRICT CONDUCT**

**3.1 School Policy and Governing Laws.**

District hereby agrees to abide by all of the policies set forth in the "Outdoor School Policy Booklet" which District acknowledges it has reviewed prior to executing this Agreement. Such policies are incorporated herein as if set forth in full. District further agrees to abide by all applicable federal, state and local laws in its use of the School.

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INSURANCE AND INDEMNIFICATION**

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4.1.2 Evidence of Insurance. Each Party shall, upon request of the other Party, provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Party prior to District's use of the School under this Agreement.

4.1.3 Insurer Financial Ratings and Self-Insurance. If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

4.1.4 Notification of Incidents, Claims or Suits. The Parties mutually agree to notify one another of any accident or incident relating to activities performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against either of the Parties, and of any actual third-Party claim or lawsuit arising from, or related to, District's use of the School or services provided by MCOE under this Agreement.

4.1.5 Insurance Coverage Requirements. Each Party shall maintain the following programs of insurance coverage:

4.1.5.1 General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.1.5.2 Automobile Liability insurance with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.1.5.3 The Parties agree to provide Workers Compensation and Employers' Liability insurance providing workers compensation benefits to their respective employees, as required by the State of California. At no time will District's employees be considered MCOE's employees or vice-versa.

4.1.6 Waiver of Subrogation. The Parties waive all rights of subrogation and recovery against the other and against agents and employees of the other for damages covered by any property insurance.

## **4.2 Indemnification.**

District shall defend, indemnify and hold harmless MCOE, its governing board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising in whole or in part out of the District's use of the School caused in whole or in part by the negligent or intentional acts or omissions of the District's governing board, officers, directors, agents, employees, volunteers, students or independent contractors.

**ARTICLE 5  
MISCELLANEOUS**

**5.1 Modification.**

The Parties may modify the terms and conditions of this Agreement only in a written amendment to this Agreement that is signed by both Parties.

**5.2 Heirs, Successors and Assigns.**

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

**5.3 Party Employees.**

5.3.1 District Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees, and no District employees shall be considered as an employee of MCOE, nor shall such District employees have any MCOE pension, civil service, or other status while an employee of District.

5.3.2 MCOE Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for MCOE shall be deemed MCOE employees and no MCOE employee shall be considered as an employee of District, nor shall such MCOE employees have any District pension, civil services, or other status while an employee of MCOE.

**5.4 Notices.**

All notices or other communications, shall be in writing and shall be duly served, either personally delivered or by depositing communication in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District: Los Banos Unified School District  
1717 South 11<sup>th</sup> Street  
Los Banos, CA 93635  
ATTN: Dr. Mark Marshall, Superintendent

MCOE:  
Outdoor School Camp Green Meadows Outdoor School  
PO BOX 69  
Fish Camp, CA 93623  
ATTN: Robert Bassett, Principal

**5.5 Counterparts.**

This Agreement may be executed in duplicate counterparts.

**5.6 Severability.**

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining portions shall not, in any way, be affected or impaired thereby.

**5.7 Prevailing Party Fees.**

The prevailing Party in any action or proceeding to enforce, interpret or otherwise, arising out of or relating to, this Agreement or any provision thereof (including, but not limited to, any trial, arbitration, administrative hearing or appeal) shall be entitled to recover from the other Party (or parties) all of the costs and expenses, including, but not limited to, reasonable attorneys' fees and expert's fees.

**5.8 Third-Party Beneficiaries.**

This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third-Party beneficiary hereunder.

**5.9 No Partnership or Joint Venture.**

Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership, joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

**5.10 Waiver.**

No failure on the part of the District or MCOE to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

**5.11 Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

**5.12 Captions.**

The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

**5.13 Further Assurances.**

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

#### **5.14 Mediation.**

In the event any dispute arises under the terms of this Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy two (72) hours of the request of either Party. If, within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty five (45) days of the initial request for mediation.

#### **5.15 Authority.**

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

#### **5.16 Provisions Required by Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

#### **5.17 Ambiguities Not to be Construed Against Drafting Party.**

The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

#### **5.18 Governing Law.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Merced County, California.

#### **5.19 Entire Agreement.**

The terms and provisions of this Agreement constitute the entire Agreement of the Parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first referenced above.

MERCED COUNTY OFFICE OF EDUCATION      LOS BANOS UNIFIED SCHOOL  
DISTRICT

By: John Magnuson  
Title: Assistant Superintendent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

RETURN ADDRESS:

Camp Green Meadows Outdoor School  
P. O. Box 69  
Fish Camp, CA 93623

## Board Reference Material

**SUBJECT TITLE:**            Obsolete Books

**REQUESTED ACTION:**    Declare specific Library and Textbooks obsolete and dispose of  
consistent with BP 3270

Action      X  

Discussion/Information \_\_\_\_\_

---

### **RECOMMENDATION:**

It is recommended the Board declare specific library books and textbooks obsolete and dispose of consistent with BP 3270.

### **BACKGROUND INFORMATION:**

Under Board Policy #3270 the Board may declare instructional materials obsolete and dispose of them in a number of prescribed ways.

Westside Union Elementary has developed a list of library books and/or texts that are no longer serviceable and useable in their library and or instructional program.

### **HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

This is a procedural matter that does not support a specific Board goal.

### **ALTERNATIVES/IDENTIFIED OPPOSITION:**

None identified.

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

Surplus of undistributed obsolete instructional materials that are usable for educational purposes may be donated to any governing board, county free library of other state institution; any United States public agency or institution; any nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy. They also may be sold to any organization that agrees to use the materials for educational purposes. (Educational Code 60510)

Any organization, agency or institution receiving obsolete instructional materials from the district shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent. (Education Code 60511)

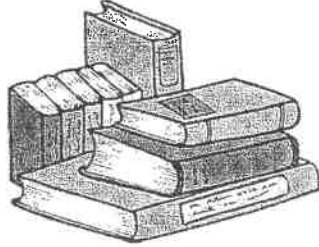
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ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education  
DATE: March 14, 2019



# Los Banos Unified School District

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



Attached is a list of withdrawn titles submitted for board approval.

Date: 3-4-19

Signature: Albuquerque

Site: Westside

Site Principal: Joyce W 3/4/19  
Date

Paula Mastrangelo: Paula Mastrangelo 3/5/19  
Date

LBUSD Board of Trustees: \_\_\_\_\_  
Date

Check Out

				Riley					Lost
9/20/2018	<b>The Beast 2</b> (Copy: T 17631)	PB F Stine	\$8.50	9/6/2018					Renew
									Lost
9/26/2018	<b>Boy, were we wrong about dinosaurs!</b> (Copy: T 15632)	E 567.9 Kudlinski	\$12.00	9/12/2018					Renew
									Lost
9/26/2018	<b>Fashion designer</b> (Copy: T 12203)	331.76 Wallner	\$16.95	9/12/2018					Renew
									Lost
10/16/2018	<b>Tuff Fluff : the case of Duckie's missing brain</b> (Copy: T 13964)	E Nash	\$10.00	10/2/2018					Renew
									Lost
10/18/2018	<b>The pigeon wants a puppy!</b> (Copy: T 28060)	[E]PB Willems	\$4.99	10/4/2018					Renew
									Lost
11/7/2018	<b>Hungry, hungry sharks</b> (Copy: T 18158)	PB E 597.3 Cole	\$3.99	10/24/2018					Renew
									Lost
11/8/2018	<b>Carlos is gonna get it</b> (Copy: T 17948)	F Emerson	\$16.99	10/25/2018					Renew
									Lost
11/8/2018	<b>Iquanas</b> (Copy: T 20232)	E 597.95 Bowman	\$23.00	10/25/2018					Renew
									Lost
12/10/2018	<b>Andrew Jackson</b> (Copy: T 28282)	921 Jackson	\$921.00	11/26/2018					Renew
									Lost
12/10/2018	<b>My Uncle Martin's big heart</b> (Copy: T 17795)	E 323.092 Watkins	\$18.95	11/26/2018					Renew
									Lost
1/30/2019	<b>Junie B. Jones loves handsome Warren</b> (Copy: T 3571)	E Park	\$7.84	1/16/2019					Renew
									Lost
2/15/2019	<b>Barbie : a fashion fairytale</b> (Copy: T 18270)	PB E Man-Kong	\$3.99	2/1/2019					Renew
									Lost
2/21/2019	<b>Amazing animals of the world</b> (Copy: T 7842)	Ref 591 Amazing	\$299.99	2/21/2019					Renew
									Lost
2/21/2019	<b>Amazing animals of the world</b> (Copy: T 7843)	Ref 591 Amazing	\$299.99	2/21/2019					Renew
									Lost
2/21/2019	<b>Amazing animals of the world</b> (Copy: T 7844)	Ref 591 Amazing	\$299.99	2/21/2019					Renew
									Lost
2/21/2019	<b>Amazing animals of the world</b> (Copy: T 7845)	Ref 591 Amazing	\$299.99	2/21/2019					Renew
									Lost
2/21/2019	<b>Amazing animals of the world</b> (Copy: T 7846)	Ref 591 Amazing	\$299.99	2/21/2019					Renew
									Lost
2/21/2019	<b>Amazing animals of the world</b> (Copy: T 7847)	Ref 591 Amazing	\$299.99	2/21/2019					Renew
									Lost
2/21/2019	<b>Amazing animals of the world</b> (Copy: T 7848)	Ref 591 Amazing	\$299.99	2/21/2019					Renew
									Lost
2/21/2019	<b>Amazing animals of the world</b> (Copy: T 7849)	Ref 591 Amazing	\$299.99	2/21/2019					Renew
									Lost
2/21/2019	<b>Amazing animals of the world</b> (Copy: T 7850)	Ref 591 Amazing	\$299.99	2/21/2019					Renew
									Lost
2/21/2019	<b>Amazing animals of the world</b> (Copy: T 7851)	Ref 591 Amazing	\$299.99	2/21/2019					Renew
									Lost



			Check Out					
		<b>world</b> (Copy: T 7851)	Amazing					Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7852)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7853)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7854)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7855)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7856)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7857)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7858)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7859)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7860)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7861)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7862)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7863)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7864)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>Amazing animals of the world</b> (Copy: T 7865)	Ref 591 Amazing	\$299.99	2/21/2019			Renew Lost
2/21/2019		<b>The American Heritage dictionary of the English language.</b> (Copy: T 7979)	Ref 423 American	\$49.95	2/21/2019			Renew Lost
2/21/2019		<b>Being human.</b> (Copy: T 7824)	Ref 301 Being	\$28.95	2/21/2019			Renew Lost
2/21/2019		<b>Being human.</b> (Copy: T 7825)	Ref 301 Being	\$28.95	2/21/2019			Renew Lost
2/21/2019		<b>Being human.</b> (Copy: T 7826)	Ref 301 Being	\$28.95	2/21/2019			Renew Lost
2/21/2019		<b>Being human.</b> (Copy: T 7827)	Ref 301 Being	\$28.95	2/21/2019			Renew Lost
2/21/2019		<b>Being human.</b> (Copy: T 7829)	Ref 301 Being	\$28.95	2/21/2019			Renew Lost
2/21/2019		<b>Being human.</b> (Copy: T 7830)	Ref 301 Being	\$28.95	2/21/2019			Renew

Check Out

2/21/2019	<b>Being human.</b> (Copy: T 7831)	Ref 301 Being	\$28.95	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Biomes of the world</b> (Copy: T 7911)	Ref 577 Allaby	\$28.95	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Biomes of the world</b> (Copy: T 7912)	Ref 577 Allaby	\$28.95	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Biomes of the world</b> (Copy: T 7913)	Ref 577 Allaby	\$28.95	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Biomes of the world</b> (Copy: T 7914)	Ref 577 Allaby	\$28.95	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Biomes of the world</b> (Copy: T 7916)	Ref 577 Allaby	\$28.95	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Biomes of the world</b> (Copy: T 7917)	Ref 577 Allaby	\$28.95	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Biomes of the world</b> (Copy: T 7918)	Ref 577 Allaby	\$28.95	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>DK space encyclopedia</b> (Copy: T 6929)	Ref 520 Couper	\$20.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dorling Kindersley ultimate visual dictionary.</b> (Copy: T 6936)	Ref 423 Ultimate	\$37.69	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8578)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8580)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8581)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8583)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8584)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8585)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8586)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8587)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8589)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8590)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8591)	Ref 391 Franck	\$265.00	2/21/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
2/21/2019	<b>Dress through the ages</b>	Ref 391	\$265.00	2/21/2019	<input type="button" value="Lost"/>

		Check Out					
	(Copy: T 8592)	Franck					<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Dress through the ages</b> (Copy: T 8593)	Ref 391 Franck	\$265.00	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>The encyclopedia of cars</b> (Copy: T 5834)	Ref 629.222 Encyclopedia	\$35.00	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Encyclopedia of hurricanes, typhoons, and cyclones</b> (Copy: T 5269)	Ref 551.55 Longshore	\$45.00	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Exploring life science.</b> (Copy: T 8567)	Ref 570.3 Exploring	\$329.00	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Exploring life science.</b> (Copy: T 8568)	Ref 570.3 Exploring	\$329.00	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Exploring life science.</b> (Copy: T 8569)	Ref 570.3 Exploring	\$329.00	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Exploring life science.</b> (Copy: T 8571)	Ref 570.3 Exploring	\$329.00	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Eyewitness living earth</b> (Copy: T 2881)	Ref 570 Smith	\$25.46	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>The Harcourt Brace student thesaurus</b> (Copy: T 2408)	Ref 423.1 Harcourt	\$15.30	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>The Kingfisher history encyclopedia</b> (Copy: T 6930)	Ref 909 Kingfisher	\$37.95	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>The Oxford children's book of famous people.</b> (Copy: T 6076)	Ref 920 Oxford	\$35.39	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Plants and plant life.</b> (Copy: T 7931)	Ref 580 Plants	\$27.90	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Plants and plant life.</b> (Copy: T 7933)	Ref 580 Plants	\$27.90	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Plants and plant life.</b> (Copy: T 7935)	Ref 580 Plants	\$27.90	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Plants and plant life.</b> (Copy: T 7936)	Ref 580 Plants	\$27.90	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Plants and plant life.</b> (Copy: T 7937)	Ref 580 Plants	\$27.90	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Plants and plant life.</b> (Copy: T 7938)	Ref 580 Plants	\$27.90	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Plants and plant life.</b> (Copy: T 7939)	Ref 580 Plants	\$27.90	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Plants and plant life.</b> (Copy: T 7940)	Ref 580 Plants	\$27.90	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
2/21/2019	<b>Religions of the world : the illustrated guide to origins, beliefs, traditions &amp; festivals</b> (Copy: T 5272)	Ref 291 Breuilley	\$29.95	2/21/2019			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>

## Check Out

2/21/2019	<b>The Scholastic encyclopedia of space</b> (Copy: T 6941)	Ref 520 Mitton	\$14.50	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>Scholastic encyclopedia of the Civil War</b> (Copy: T 6934)	Ref 973.7 Clinton	\$19.00	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>Under the microscope. The human body</b> (Copy: T 7882)	Ref 612 Under	\$29.95	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>Under the microscope. The human body</b> (Copy: T 7883)	Ref 612 Under	\$29.95	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>Under the microscope. The human body</b> (Copy: T 7884)	Ref 612 Under	\$29.95	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>Under the microscope. The human body</b> (Copy: T 7885)	Ref 612 Under	\$29.95	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>Under the microscope. The human body</b> (Copy: T 7886)	Ref 612 Under	\$29.95	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>Under the microscope. The human body</b> (Copy: T 7887)	Ref 612 Under	\$29.95	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>Under the microscope. The human body</b> (Copy: T 7888)	Ref 612 Under	\$29.95	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>Under the microscope. The human body</b> (Copy: T 7889)	Ref 612 Under	\$29.95	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>The universe.</b> (Copy: T 7299)	Ref 520 Universe	\$25.00	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>The visual dictionary of the Civil War</b> (Copy: T 7959)	Ref 973.7 Stanchak	\$29.95	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/21/2019	<b>The young Oxford companion to the Congress of the United States</b> (Copy: T 2161)	Ref 328.73 Ritchie	\$45.71	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/22/2019	<b>Parker goes on vacation</b> (Copy: T 17625)	PB E Collins	\$8.50	2/8/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/26/2019	<b>4 x 4 vehicles</b> (Copy: T 5603)	Ref 629.22 Carroll	\$24.95	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/26/2019	<b>Colonial America.</b> (Copy: T 7902)	Ref 973.2 Colonial	\$30.90	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/26/2019	<b>Colonial America.</b> (Copy: T 7905)	Ref 973.2 Colonial	\$30.90	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/26/2019	<b>Colonial America.</b> (Copy: T 7907)	Ref 973.2 Colonial	\$30.90	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/26/2019	<b>Daily life in medieval times : a vivid, detailed account of birth, marriage and death; food, clothing and housing; love and labor in the Middle Ages</b> (Copy: T 6942)	Ref 940.1 Gies	\$18.00	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
2/26/2019	<b>The encyclopedia of cars</b> (Copy: T 5829)	Ref 629.22 Encyclopedia	\$35.00	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>

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2/26/2019	<b>The encyclopedia of cars</b> (Copy: T 5830)	Ref 629.222 Encyclopedia	\$35.00	2/26/2019	<input type="button" value="Renew"/>
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2/26/2019	<b>The encyclopedia of cars</b> (Copy: T 5831)	Ref 629.222 Encyclopedia	\$35.00	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
2/26/2019	<b>The encyclopedia of cars</b> (Copy: T 5832)	Ref 629.222 Encyclopedia	\$35.00	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
2/26/2019	<b>The encyclopedia of earthquakes and volcanoes</b> (Copy: T 5274)	Ref 551.2 Ritchie	\$40.00	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
2/26/2019	<b>Encyclopedia of fishes</b> (Copy: T 6984)	Ref 597 Encyclopedia	\$39.95	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
2/26/2019	<b>Encyclopedia of reptiles &amp; amphibians</b> (Copy: T 6983)	Ref 597.9 Encyclopedia	\$39.95	2/26/2019	<input type="button" value="Renew"/>
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2/26/2019	<b>Exploring life science.</b> (Copy: T 8570)	Ref 570.3 Exploring	\$329.00	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
2/26/2019	<b>Exploring life science.</b> (Copy: T 8572)	Ref 570.3 Exploring	\$329.00	2/26/2019	<input type="button" value="Renew"/>
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2/26/2019	<b>Exploring life science.</b> (Copy: T 8573)	Ref 570.3 Exploring	\$329.00	2/26/2019	<input type="button" value="Renew"/>
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2/26/2019	<b>Exploring life science.</b> (Copy: T 8574)	Ref 570.3 Exploring	\$329.00	2/26/2019	<input type="button" value="Renew"/>
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2/26/2019	<b>Exploring life science.</b> (Copy: T 8575)	Ref 570.3 Exploring	\$329.00	2/26/2019	<input type="button" value="Renew"/>
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2/26/2019	<b>Exploring life science.</b> (Copy: T 8576)	Ref 570.3 Exploring	\$329.00	2/26/2019	<input type="button" value="Renew"/>
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2/26/2019	<b>Exploring life science.</b> (Copy: T 8577)	Ref 570.3 Exploring	\$329.00	2/26/2019	<input type="button" value="Renew"/>
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2/26/2019	<b>Facts about the states</b> (Copy: T 3177)	Ref 973 Facts	\$70.59	2/26/2019	<input type="button" value="Renew"/>
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2/26/2019	<b>Familiar quotations : a collection of passages, phrases, and proverbs traced to their sources in ancient and modern literature</b> (Copy: T 2947)	Ref 808.88 Bartlett	\$40.37	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
2/26/2019	<b>A first thesaurus : the word-hunter's companion</b> (Copy: T 1145)	Ref 423.1 Green	\$15.00	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
2/26/2019	<b>Great trucks</b> (Copy: T 5596)	Ref 629.224 Carroll	\$24.95	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
2/26/2019	<b>The illustrated world atlas</b> (Copy: T 5401)	Ref 910 Rogers	\$29.95	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
2/26/2019	<b>The making of America : the history of the United States from 1492 to the present</b> (Copy: T 11723)	PB Ref 973 Johnston		2/26/2019	<input type="button" value="Renew"/>
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2/26/2019	<b>The making of America : the history of the United States from 1492 to the present</b> (Copy: T 11726)	PB Ref 973 Johnston		2/26/2019	<input type="button" value="Renew"/>
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		Check Out					
2/26/2019	Merriam-Webster's biographical dictionary. (Copy: T 2145)	Ref 920 Webster	\$27.95	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
2/26/2019	The new millennium atlas of the United States, Canada, & the world (Copy: T 7610)	Ref 912 Mapquest	\$24.95	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
2/26/2019	Plants and plant life. (Copy: T 7932)	Ref 580 Plants	\$27.90	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
2/26/2019	Rand McNally children's world atlas. (Copy: T 2163)	Ref 912 Rand	\$14.95	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
2/26/2019	The world's strangest automobiles (Copy: T 5595)	Ref 629.222 Kessel	\$24.95	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
2/26/2019	The young Oxford book of astronomy (Copy: T 1772)	Ref 520 Mitton	\$30.00	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
2/26/2019	The young Oxford book of ecology (Copy: T 1773)	Ref 574.5 Scott	\$30.00	2/26/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/7/2019	The atlas of natural disasters (Copy: T 11801)	Ref 363.34 Groman	\$15.00	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/7/2019	The Blackbirch kid's visual reference of the United States (Copy: T 12739)	Ref 973 Blackbirch	\$49.94	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/7/2019	Reader's Digest book of amazing facts : a children's guide to the world. (Copy: T 7983)	Ref 031.02 Reader's	\$19.95	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/7/2019	Scholastic encyclopedia of women in the United States (Copy: T 15669)	303.4 Keenan	\$15.00	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/7/2019	Scholastic encyclopedia of women in the United States (Copy: T 15670)	303.4 Keenan	\$15.00	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/7/2019	Scholastic encyclopedia of women in the United States (Copy: T 15671)	303.4 Keenan	\$15.00	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/7/2019	Scholastic encyclopedia of women in the United States (Copy: T 2560)	REF 303.4 Keenan	\$15.26	2/21/2019	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/12/2019	Beauty (Copy: T 4661)	F Wallace	\$13.56	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/12/2019	Beauty (Copy: T 5957)	F Wallace	\$14.41	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/12/2019	Elfangor's secret (Copy: T 6372)	PB F Applegate	\$10.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/12/2019	The encounter (Copy: T 1749)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/12/2019	The eternal spring of Mr. Ito (Copy: T 6975)	F Garrigue	\$8.30	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/12/2019	The facts and fictions of Minna Pratt (Copy: T 4526)	F MacLachlan	\$14.89	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>	
3/12/2019	Facts on File children's atlas (Copy: T 13677)	Ref 912 Wright	\$25.00	2/26/2019	<input type="button" value="Renew"/>		

3/12/2019	<b>The fast facts encyclopedia of animals &amp; nature.</b> (Copy: T 6785)	PB Ref 590 Fast	\$10.00	2/26/2019	<input type="button" value="Lost"/>
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3/12/2019	<b>The fast facts encyclopedia of science &amp; technology.</b> (Copy: T 6786)	PB Ref	\$10.00	2/26/2019	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
3/12/2019	<b>The fellowship of the ring : being the first part of The lord of the rings</b> (Copy: T 7024)	F Tolkien	\$12.64	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/12/2019	<b>The forgotten</b> (Copy: T 1652)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
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3/12/2019	<b>The forgotten</b> (Copy: T 1744)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
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3/12/2019	<b>Hammond new century world atlas.</b> (Copy: T 6784)	PB Ref 912 Hammond		2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/12/2019	<b>Historical dictionary of ancient Egypt</b> (Copy: T 10280)	Ref 932 Bierbrier	\$54.96	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/12/2019	<b>I am Regina</b> (Copy: T 4529)	F Keehn	\$13.59	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/12/2019	<b>Mammals.</b> (Copy: T 7298)	599 Mammals	\$25.00	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/12/2019	<b>Question and answer encyclopedia : the USA</b> (Copy: T 11551)	Ref 973 Barber	\$15.00	2/26/2019	<input type="button" value="Renew"/>
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3/12/2019	<b>Shades of California : the hidden beauty of ordinary life : California's family album</b> (Copy: T 17414)	REF 979.4 Shades	\$10.00	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/12/2019	<b>The Siamese cat</b> (Copy: T 7307)	636.8 Mattern	\$15.00	2/26/2019	<input type="button" value="Renew"/>
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3/12/2019	<b>Sky : a true story of resistance during World War II : illustrated with photographs, documents, and letters from the author's collection</b> (Copy: T 2214)	940.53 Ippisch	\$14.45	2/26/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/15/2019	<b>Arthur's adventure in the abandoned house</b> (Copy: T 1488)	E Krahn	\$15.00	3/1/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/15/2019	<b>Arthur's reading race</b> (Copy: T 18677)	[E]Brown	\$3.99	3/1/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/15/2019	<b>"Buzz," said the bee</b> (Copy: T 16074)	PB E Lewison	\$5.00	3/1/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/15/2019	<b>Cinderella : a fairy tale</b> (Copy: T 5187)	E 398.2 Perrault	\$15.88	3/1/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/15/2019	<b>Diary of a wimpy kid : the long haul</b> (Copy: T 19525)	Fic PB Kinney	\$4.99	3/1/2019	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
3/15/2019	<b>Dora &amp; Diego : where is baby jaguar?</b> (Copy:	E PB Driscoll	\$3.99	3/1/2019	<input type="button" value="Renew"/>

	T 20136)								
3/15/2019	<b>Dr. Maniac will see you now</b> (Copy: T 19961)	[Fic] PB Stine	\$6.99	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Driving buddies</b> (Copy: T 19577)	[E]PB Jordan	\$3.99	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>every cowgirl needs a horse</b> (Copy: T 19481)	PB E Janni	\$4.99	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Flying high</b> (Copy: T 19572)	[E] PB Eliopulas	\$3.99	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Germs! germs! germs!</b> (Copy: T 16382)	PB E 616.01 Katz	\$5.00	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Giggle, Giggle, Quack</b> (Copy: T 19635)	E PB	\$3.99	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Hide and Sheep</b> (Copy: T 18707)	E PB Mayer	\$4.99	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>I know a rhino</b> (Copy: T 16219)	PB E Fuge	\$5.00	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Junie B. Jones and some sneaky peeky spying</b> (Copy: T 6732)	PB E Park	\$7.84	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Mac and Cheese</b> (Copy: T 19581)	[E] PB Weeks	\$3.99	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>The Magic School Bus takes a moonwalk</b> (Copy: T 16078)	PB E Cole	\$5.00	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Make way for tooth decay</b> (Copy: T 16373)	PB E 617.6 Katz	\$5.00	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>More parts</b> (Copy: T 15443)	E Arnold	\$11.19	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Mrs. Jeepers on Vampire Island</b> (Copy: T 12509)	F Dadey	\$15.00	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Rap a tap tap : here's Bojangles, think of that!</b> (Copy: T 16226)	PB E Dillon	\$5.00	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Riding freedom</b> (Copy: T 14716)	PB F Ryan	\$5.50	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Squids will be squids : fresh morals, beastly fables</b> (Copy: T 14790)	F Scieszka	\$6.99	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>There was an old lady who swallowed a bell!</b> (Copy: T 17118)	PB E Colandro	\$5.00	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Turkey Day</b> (Copy: T 18268)	PB E Maccarone	\$3.99	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>
3/15/2019	<b>Wings, fins and flippers</b> (Copy: T 19356)	E 591.47 Miles	\$21.36	3/1/2019	3/1/2019			<input type="button" value="Lost"/>	<input type="button" value="Renew"/>