

**POSTED: 09-07-18**

**REVISED**  
**9/7/18**

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, September 13, 2018  
6:00 PM – Study Session  
6:15 PM – Closed Session  
7:00 P.M. – Regular Meeting  
**AGENDA****

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

**I. OPENING BUSINESS**

**A. Call Public Session to Order**

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

Dennis Areias	Gary Munoz
Margaret Benton	Anthony Parreira
Megan Goin	Marlene Smith
Ray Martinez	Celeste Gobeia

**C. Study Session (6:00 P.M.)**

1. Special Education Staffing

**D. Closed Session (6:15 P.M.)**

1. Student Discipline: Cases: #6191172134, #5515875, #5519741 (Action)
2. Leave Extension Request, classified employee (Section 54957) (Action)
3. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (No Action)
4. Request for waiver from Physical Education graduation requirement, Los Banos High School student # (Action)
5. 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).

**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]

##### **Recognition/Introductions:**

1. Los Banos Pre-School Program 2018 Quality Rating Improvement System (QRIS) Gold Medal Awards.
2. Laurie Kaline from Dollar General Literacy Foundation will be recognized for their donation of \$10,000 to the Los Banos High School and Miano Elementary
3. Los Banos High School Student Representative, Celeste Gobeia will be introduced.

#### VI. **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

## VII. NEW BUSINESS

- A. Approval of Superintendent's Contract (Page 7) **5 Min.**

It is recommended the Board of Trustees approve the first addendum to the employment agreement between the Los Banos Unified School District and Dr. Mark Marshall.

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

**Proposed Action:** Approve

- B. CSBA Call for Nominations for Directors-at-Large (Page 9) **5 Min.**

The Board may choose to nominate a fellow Board member to serve as a Director-at-Large for the California School Boards Association.

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

**Proposed Action:** Nomination is Optional

- C. Establish Citizen's Oversight Committee (page 16) **5 Min.**

It is recommended the Board adopt Resolution #42-18, establishing a District Citizens' Oversight Committee.

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

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

- D. Unaudited Actuals Financial Reports (Page 25) **5 Min.**

It is recommended the Board adopt the 2017-18 Unaudited Actuals Financial Report as presented. The report will be presented under separate cover.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**Proposed Action:** Adopt Report

- E. Open 2018 Bond Fund – Fund #24 (Page 26) **5 Min.**

It is recommended the Board adopt Resolution #41-18 authorizing the opening of the 2018 Bond Fund– Fund #24

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

F. Provisional Internship Permits (Page 28)

5 Min.

It is recommended the Board approve the following Provisional Internship Permits:  
Talina Powers –Sp Ed Mild/Moderate Teacher – Los Banos Elementary

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

**Proposed Action:** Approve

G. Memorandum of Understanding –Certificated Substitute Shortages (Page 31)

5 Min.

It is recommended that the Board approve the Memorandum of Understanding between LBUSD and LBTA (Pending approval of LBTA)

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

**Proposed Action:** Approve MOU

H. RFEP Revised Reclassification Forms (Page 34)

It is recommended the Board approve the revised Reclassification Forms for grades 1<sup>st</sup> – 12<sup>th</sup>.

5 Min

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

**Proposed Action:** Approve

I. Sufficiency of Instructional Materials (Page 41)

5 Min.

It is recommended that the Board hold a public hearing and adopt Resolution #38-18, Adequacy of Pupil Textbooks for the 2018-19 school year.

1. Open Public Hearing \_\_\_\_\_
2. Close Public Hearing \_\_\_\_\_

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

**Proposed Action:** Hold a Public Hearing; Adopt Resolution (**ROLL CALL VOTE**)

VIII. 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

Special Meeting, August 4, 2018 (Page 44)

Regular Meeting, August 9, 2018 (Page 45)

Special Meeting, August 27, 2018 (Page 50)



- B. Personnel Actions
1. Report of Certificated Staffing Actions (Page 51)
  2. Report of Classified Staffing Actions (Page 52)
- C. Monthly Fiscal Report (Page 53)
- The monthly Fiscal Report is provided for informational purposes.
- D. Gann Limit Resolution for 2016-17 and 2017-18 (Page 61)
- It is recommended the Board adopt Resolution #23-17 approving the Gann Appropriations Limit for 2016-17 and 2017-18.
- E. Agreements/Contracts/Proposals
1. Agreement, MCOE, Jack L. Boyd Outdoor School (RME) (Page 66)
  2. Agreement, MCOE Information Technology Contract 2018-2019( Page 75)
  3. Agreement, City of Los Banos SRO Program August 2018 (Page 82)
  4. Agreement, National University Student Teaching (Page 87)
  5. Proposal, Jim Womack, Inspector of Record-New Elementary School (Page 95)
  6. Proposal, Technicon Engineering Services, Inc. testing for PHS Ag Project (Page 97)
  7. Proposal, Technicon Engineering Services, Inc. testing for New Elem Project (Page 104)
  8. Agreement: Jon Bruno, BCBA Independent Evaluation (Page 112)
  9. Agreement: Rebecca Schilling, PhD, Independent Evaluation (Page 116)
  10. Agreement: Christienne Colip, Independent Evaluation (Page 120)
  11. Proposal, Jim Womack, Constructability Review New Elementary (Page 124)
  12. Proposal, Jim Womack, Inspector of Record, PHS Ag Facility (Page 126)
- F. Overnight/Out-of-State Travel
1. LBHS Choir, Choral Festival, San Luis Obispo, March 20-23, 2019 (Page 128)
  2. RME 6<sup>th</sup> Graders, Jack L. Boyd Outdoor School, Feb 19-22, 2019 (Page 129)
  3. PHS Ag Teachers, National Association of Agricultural Educators, Nov 27-Dec 1, 2018 (Page 130)
  4. LBHS Teacher - PBIS Leadership Forum, Chicago, IL Oct 3-5, 2018 (Page 131)
  5. VE Teachers – Get Your Teach On, Phoenix, AZ Jan 22-23, 2019 (Page 132)
- G. Obsolete Books (Page 133)
- It is recommended the Board declare specific library books and/or textbooks as obsolete and dispose of in accordance with Board Policy #3270.
- H. Disposal of Obsolete Electronic Equipment (Page 158)
- It is recommended the Board approve the removal and disposal of obsolete electronic equipment.

I. Approval/Ratification of Warrants

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_  
**Proposed Action:** Approve Consent Calendar as listed. **(ROLL CALL VOTE)**

IX. REPORTING CLOSED SESSION ACTION

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

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

XI. CLOSED SESSION (If necessary)

XII. REPORTING CLOSED SESSION ACTION

The Board will report action taken in closed session.

XIII. 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:**    **Superintendent's Contract**

**REQUESTED ACTION:**    Approve

Action   X  

Discussion/Information       

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### **RECOMMENDATION:**

It is recommended the Board of Trustees approve the first addendum to the employment agreement between the Los Banos Unified School District and Dr. Mark Marshall.

### **BACKGROUND INFORMATION:**

The first addendum re-employs the Superintendent, effective July 1, 2018, for a term of four (4) years terminating on June 30, 2022.

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

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

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

None

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

None

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ORIGINATOR: Anthony Parreira, Board President  
Date: September 13, 2018

## **FIRST ADDENDUM TO EMPLOYMENT AGREEMENT**

This is a First Amendment dated September 13, 2018 to the Employment Agreement dated July 1, 2017 between the Governing Board of the Los Banos Unified School District and Dr. Mark Marshall ("Superintendent.")

The second sentence of Section 1 (Term) states as follows:

If the Superintendent's first evaluation is satisfactory or better, the Board shall agendize for consideration a two-year extension of this Agreement. Thereafter, if the annual evaluation is satisfactory or better, the Board shall agendize for consideration a one year extension of this Agreement.

The Board has evaluated Superintendent for the 2017-2018 school year and he meets the criteria to receive an extension of his term of employment. Accordingly, Section 1 shall be amended as follows:

1. **Term**

District hereby reemploys Superintendent for a term of four (4) years from July 1, 2018 to June 30, 2022, subject to the terms and conditions set forth in this Agreement.

Except as modified herein, all other terms of the original Employment Agreement shall remain effective for the term of the Agreement.

AGREED to on the 13<sup>th</sup> day of September 2018.

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Anthony Parreira, Board President

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Dr. Mark Marshall, Superintendent

## **Board Reference Material**

**SUBJECT TITLE:**     **CSBA: Call for Nominations for Directors-at-Large**

**REQUESTED ACTION:**   Action is Optional

                  Action   X  

                                  Discussion/Information           

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### **RECOMMENDATION:**

Trustees may wish to nominate a fellow Board member to serve on the CSBA Board in one of two categories is the proposed action.

### **BACKGROUND INFORMATION:**

CSBA State Board members provide leadership to the State Organization. Membership on the Board is designed to represent the diverse groups that make up our state student population. The two vacancies that are currently open include an Asian/Pacific Islander and a Hispanic Board member. Our Board is allowed a nomination for each category. No motion or nomination is required, but is encouraged by CSBA.

### **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: Mark Marshall, Ed.D., Superintendent  
Date: September 13, 2018



July 31, 2018

**TIME SENSITIVE, REQUIRES BOARD ACTION**  
**DEADLINE Friday, September 28, 2018**  
**Please deliver to all members of the governing board.**

TO: All Board Presidents and Superintendents  
CSBA Member Districts and County Offices of Education  
FROM: Mike Walsh, President  
SUBJECT: Call for Nominations for Directors-at-Large Asian/Pacific Islander and Hispanic

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Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 28**. The nomination form and all information related to the election process are available online, please visit <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectionToBoardofDirectors.aspx>.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member board. The following documents are required:

- **Nomination form:** A completed, signed and dated nomination form due **Friday, September 28** (choose only one option: U.S. Postal Service postmark or email [nominations@csba.org](mailto:nominations@csba.org) or fax (916) 371-3407). *Nominating CSBA member boards must secure permission from the board member prior to nominating him or her.*
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Mike Walsh is due to CSBA no later than **Friday, October 5** (choose only one option: U.S. Postal Service postmark or email [nominations@csba.org](mailto:nominations@csba.org) or fax (916) 371-3407). The letter may be from of the following entities:
  - 1) A CSBA member board  
*"If signed by the Superintendent, the letter must state "on behalf of the board."*
  - 2) An individual board member from a CSBA member district or COE
  - 3) Another board member association
- **Candidate Form:** A signed and dated candidate form completed by the nominee is due to CSBA no later than **Friday, October 5** (choose one option: U.S. Postal Service postmark or email [nominations@csba.org](mailto:nominations@csba.org) or fax (916) 371-3407). An optional, one-page résumé may also be submitted and is due by **Friday, October 5**.

The completed candidate form and two letters of recommendation will be included in the Delegate Assembly meeting agenda packet exactly as submitted.

CSBA's Board of Directors, which includes 21 regional representatives, five directors-at-large, four officers, the California County Boards of Education president, and any California board member serving on the board of the National School Boards Association. The board is responsible for setting direction for CSBA by adopting the vision and mission and overseeing the corporate operations of the association.

The elections will take place at CSBA's Delegate Assembly meeting held at the San Francisco Marriott Marquis on Wednesday, November 28 and Thursday, November 29. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference on Saturday, December 1.

Please contact the Executive Office at 800-266-3382 should you have any questions. Thank you.

(See reverse for 2019 meeting dates)

California School Boards Association | 3251 Beacon Boulevard, West Sacramento, CA 95691 | (800) 266-3382



**2019**  
**EXECUTIVE COMMITTEE, BOARD OF DIRECTORS**  
**& DELEGATE ASSEMBLY MEETING CALENDAR**

<u>DATE</u>	<u>DAY(S)</u>	<u>MEETING</u>	<u>LOCATION</u>
FEB 8	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
FEB 9-10	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
APR 5	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
APR 6-7	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAY 16	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
MAY 17	FRI	BOARD OF DIRECTORS	SACRAMENTO
MAY 18-19	SAT-SUN	DELEGATE ASSEMBLY	SACRAMENTO
SEPT 20	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
SEPT 21-22	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
DEC 2	MON	EXECUTIVE COMMITTEE	SAN DIEGO
DEC 3	TUES	BOARD OF DIRECTORS	SAN DIEGO
DEC 4-5	WED-TH	DELEGATE ASSEMBLY	SAN DIEGO
DEC 5-7	TH-SAT	ANNUAL CONFERENCE	SAN DIEGO

*Approved by the Board of Directors on November 28, 2017*



## 2018 Directors-at-Large, Asian/Pacific Islander and Hispanic Nomination Form

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark, fax, or email deadline for the nomination form is Friday, September 28, 2018.

*Two letters of recommendation are required to be submitted by Friday, October 5, 2018.*

*Nominees must give permission prior to being nominated.*

*(Please submit a separate nomination form for each Director position and each nominee.)*

The governing board of the \_\_\_\_\_ School District or County Office

Board of Education voted to nominate \_\_\_\_\_

*(Nominee name)*

as a candidate for the following Director-at-Large position: *(please indicate below)*

☐ Director-at-Large, Asian/Pacific Islander

☐ Director-at-Large, Hispanic

The nominee is a member of the \_\_\_\_\_

School District or County Office Board of Education, which is a member of CSBA. The nominee has been contacted and has given permission to be nominated.

\_\_\_\_\_  
*Signature of the Board Clerk or Board Secretary*

\_\_\_\_\_  
*Date*

Please submit this nomination form by choosing one of the following options below:

- E-mail:            [nominations@csba.org](mailto:nominations@csba.org)
- Or fax:            ATTN: Mike Walsh, President, at (916) 371-3407
- Or mail:           Mike Walsh, President  
California School Boards Association  
3251 Beacon Blvd.  
West Sacramento, CA 95691

If you have any questions, please contact CSBA's Executive Office, (800) 266-3382.





## 2018 Directors-at-Large, Asian/Pacific Islander and Hispanic Candidate Form

**Deadline: Friday, October 5, 2018** Please submit this Candidate form by choosing **one** of the following options below:

E-mail, [nominations@csba.org](mailto:nominations@csba.org), or Fax to ATTN: Mike Walsh, President at (916) 371-3407, or U.S. Postal mail, Mike Walsh, President | California School Boards Association | 3251 Beacon Blvd. | West Sacramento, CA 95691

This signed and dated candidate form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. Please do not state "See résumé" in the spaces below. Only this **two-page form and a one-page, single sided résumé, if submitted**, will be published in the Delegate Assembly meeting agenda packet.

I am nominated for: (please check one) ☐ Director-at-Large, Asian/Pacific Islander ☐ Director-at-Large, Hispanic

Name: \_\_\_\_\_ Region: \_\_\_\_\_

District or COE: \_\_\_\_\_ Years on board: \_\_\_\_\_ ADA: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Preferred E-mail: \_\_\_\_\_

Profession: \_\_\_\_\_

1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?

2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.

*Continued on next page*

3. What is one characteristic that you believe every leader should possess?

4. What do you see as the biggest challenge facing governing board members and how can CSBA help?

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

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Signature

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Date

## **Board of Directors Roles and responsibilities**

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

### **Statewide leadership**

- › Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- › Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Provides advocacy on behalf of children, public education, local boards and the association.
- › Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- › Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

### **Regional and constituency leadership**

- › Provides two-way communication with Delegate Assembly members and local board members.
- › Supports and participates in the association's activities and events.

### **Corporate responsibilities**

- › Adopts the association's budget.
- › Adopts the association's Standing Rules.
- › Receives reports on corporate operations.
- › Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- › Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- › Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

*Source: CSBA Bylaws, Article IV, Section 1. 11/12*

## **Board Reference Material**

**SUBJECT TITLE:**    Establishing Citizens' Oversight Committee

**REQUESTED ACTION:** Adopt Resolution

Action   X  

Discussion/Information                     

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### **RECOMMENDATION:**

It is recommended the Board adopt a Resolution #42-18 establishing a District Citizens' Oversight Committee to monitor spending on new construction projects. This resolution includes the approval of the Committee Bylaws.

### **BACKGROUND INFORMATION:**

In light of the success of Measure X the District must form an independent citizens' oversight committee within 60 days of the date that the Board of Trustees passed the Resolution Declaring the Results of the School Bond Election held on June 5, 2018.

It is the responsibility of the school board to establish and appoint the members of the Citizens' Oversight Committee. The purpose of the committee shall be to inform the public concerning the expenditure of bond revenues, and shall actively review and report on the proper expenditure of taxpayers' money for school construction and any compliance issues required by the California Constitution.

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

Goal #12: Plan and budget for the opening of new schools.

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

None.

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

None.

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ORIGINATOR: Mark E. Marshall, Ed.D., Superintendent  
Date: September 13, 2018

BEFORE THE BOARD OF EDUCATION OF THE  
LOS BANOS UNIFIED SCHOOL DISTRICT

RESOLUTION NO. #42-18

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RESOLUTION ESTABLISHING MEASURE “X” CITIZENS’ OVERSIGHT  
COMMITTEE AND ADOPTING OVERSIGHT COMMITTEE BYLAWS AND  
OPERATIONAL GUIDELINES

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**WHEREAS**, the Los Banos Unified School District (the “District”), through this Board of Education (the “Board”), submitted to the voters of the District pursuant to Article XIII A, Section 1(b) of the California Constitution and Chapter 1.5 of Part 10 of Title 1 (commencing with section 15264) of the California Education Code, its general obligation bond proposal in the amount of Sixty-Five Million Dollars (\$65,000,000) for the election that was held on June 5, 2018; and

**WHEREAS**, the voters of the District approved, by at least a 55% vote, said bond proposal as Measure “X” on the election ballot; and

**WHEREAS**, Education Code section 15278 provides that if a bond measure such as Measure “X” is approved by the voters, then this Board must establish and appoint members to an independent Citizens’ Oversight Committee (“Oversight Committee”) as an additional accountability measure for the voters and taxpayers of the District; and

**WHEREAS**, pursuant to Education Code section 15278, subdivision (b), the purpose of the Oversight Committee is to inform the public concerning the expenditure of bond revenues; and

**WHEREAS**, the purposes, functions and membership requirements of the Oversight Committee are set forth more fully in Education Code sections 17278 through 17282, the provisions of which include the requirement that the Oversight Committee’s meetings be open to the public and that notice of the meetings be provided in the same manner as notice of the meetings of this Board; and

**WHEREAS**, other provisions of State law, including the Ralph M. Brown Act, establish certain procedures and requirements for open public meetings by local public boards and committees, including the Oversight Committee; and

**WHEREAS**, this Board wishes to establish the Oversight Committee and adopt bylaws and operational guidelines for the Oversight Committee.

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**NOW, THEREFORE, THE BOARD OF EDUCATION OF THE LOS BANOS UNIFIED SCHOOL DISTRICT HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:**

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** The Measure “X” Citizens’ Oversight Committee is hereby established as required by Education Code section 15278 and following.

**Section 3.** The Measure “X” Citizens’ Oversight Committee shall consist of seven members to serve for terms of two years, without compensation, and for no more than three consecutive terms. The Oversight Committee shall be comprised of at least one member who is active in a business organization representing the business community located within the District; one member who is active in a senior citizens’ organization; one member who is active in a bona fide taxpayers’ organization; one member who is a parent or guardian of a child enrolled in the District; and one member who is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the PTA or Schoolsite Council. No employee or official of the District shall be appointed and no vendor, contractor, or consultant of the District shall be appointed to the Oversight Committee. District staff is directed to solicit applications for appointment to the Oversight Committee in accordance with the District’s normal policy and practice.

**Section 4.** The Oversight Committee shall hold four regular meetings each year, on the last Tuesday of the months of [March, June, September and December], unless the last Tuesday of the month falls on a holiday, in which case the regular meeting for that month shall be on the Tuesday preceding the last Tuesday of the month. The Board may set special or emergency committee meetings as needed, either by request from the Oversight Committee or on its own initiative. Oversight Committee meetings shall be held at \_\_\_\_ o’clock p.m. at the District Offices at 1717 South 11th Street, Los Banos, California. The Oversight Committee may change the time and place of any meeting or subsequent meetings, provided that adequate notice is given to the public as required by law, and to District staff so that District staff may fulfill the District’s obligations pursuant to Section 5 and Section 7. All Oversight Committee meetings shall be open to the public as required by the Ralph M. Brown Act (California Government Code section 54950 and following).

**Section 5.** District staff and consultants are directed to provide the necessary and appropriate notices of the public meetings to be held by the Oversight Committee. In keeping with this Board’s policy and practice, public participation and input regarding issues being considered by the Oversight Committee are to be encouraged and welcomed.

**Section 6.** The Board hereby adopts the Bylaws and Operational Guidelines for the Measure “X” Citizens’ Oversight Committee that are attached as Exhibit “A” and incorporated by this reference.

**Section 7.** District staff and consultants are directed to provide the Oversight Committee with any necessary technical and administrative assistance in furtherance of its purpose and sufficient resources to publicize its conclusions. These resources shall include the ability to make the Oversight Committee’s Minutes, reports, and documents available for

public viewing on the District's Web site. Pursuant to Education Code section 15280 (a), no Measure "X" bond revenues may be expended in providing such technical or administrative support.

**Section 8.** District staff and consultants are directed to provide the Oversight Committee with responses to any and all findings, recommendations, and concerns addressed in the annual, independent financial and performance audits required by subparagraphs (C) and (D) of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution within three months of receiving the audits.

**Section 9.** This Resolution shall take effect immediately after its adoption.

\* \* \* \* \*

**PASSED AND ADOPTED** on \_\_\_\_\_, 2018, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT OR NOT VOTING: \_\_\_\_\_

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

CERTIFIED TO BE A TRUE AND CORRECT COPY:

\_\_\_\_\_  
Clerk of the Board of Education of the  
Los Banos Unified School District

## **EXHIBIT "A"**

### **BYLAWS AND OPERATIONAL GUIDELINES FOR THE MEASURE "X" CITIZENS' OVERSIGHT COMMITTEE**

#### **SECTION I - NAME AND LOCATION**

- 1.01 The name of the committee will be the Measure "X" Citizens' Oversight Committee (hereafter the "Committee"). The Committee was established by Resolution of the Governing Board of the Los Banos Unified School District, pursuant to the passage of Measure "X" on June 5, 2018, by the electorate of the Los Banos Unified School District.
- 1.02 The office of the Committee shall be located in the District Offices of the Los Banos Unified School District, 1717 South 11th Street, Los Banos, California.

#### **SECTION II - PURPOSE**

- 2.01 Pursuant to Education Code section 15278, the purpose of the Committee is to inform the public concerning the expenditure of Measure "X" bond revenues. The Committee shall actively review and report on the proper expenditure of Measure "X" bond revenues for school construction, and advise the public as to whether the District is in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, as set forth below. The Committee shall convene to provide oversight for, but not limited to, both of the following:
  1. Ensuring that Measure "X" bond revenues are expended only for the purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, set forth below.
  2. Ensuring that Measure "X" bond revenues are not used for any teacher or administrative salaries or other school operating expenses, except as permitted by law.

#### **SECTION III - ACTIVITIES**

- 3.01 The Committee may engage in any of the following activities in furtherance of its purpose:
  1. Receive and review copies of the annual, independent performance audit.
  2. Receive and review copies of the annual, independent financial audit.
  3. Inspect school facilities and grounds to ensure that Measure "X" bond revenues are expended in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, set forth below.



4. Receive and review copies of any deferred maintenance proposals or plans developed by the District.
5. Review efforts by the District to maximize Measure “X” bond revenues by implementing cost-saving measures, including, but not limited to, all of the following:
  - (a) Mechanisms designed to reduce the costs of professional fees.
  - (b) Mechanisms designed to reduce the costs of site preparation.
  - (c) Recommendations regarding the joint use of core facilities.
  - (d) Mechanisms designed to reduce costs by incorporating efficiencies in schoolsite design.
  - (e) Recommendations regarding the use of cost-effective and efficient reusable facility plans.
6. The Committee shall issue a report of its activities at least once a year. Minutes of the Committee’s proceedings and all documents received and reports issued shall be made available for public viewing on the District’s Web site.

#### SECTION IV - MEMBERSHIP

- 4.01 The Committee shall consist of at least seven (7) members who shall be appointed by the Board to serve for a term of two years without compensation and for no more than three consecutive terms.
- 4.02 The members of the Committee shall include at least:
  1. One member who is active in a business organization representing the business community within the District.
  2. One member who is active in a senior citizens’ organization.
  3. One member who is active in a bona fide taxpayer organization.
  4. One member who is the parent or guardian of a child enrolled in the District.
  5. One member who is both the parent or guardian of a child enrolled in the District and who is active in a parent-teacher organization, such as the PTA or a schoolsite council.
- 4.03 The Committee shall not include any employee or official of the District or any vendor, consultant or contractor of the District.

- 4.04 Committee members may not hold any incompatible office or position during their term of membership, as those terms are defined in Article 4.7 of Division 4 of Title I (commencing with section 1125) of the Government Code, and shall abide by the conflict of interest prohibitions contained in Article 4 of Division 4 of Title I (commencing with section 1090) of the Government Code.

#### SECTION V - COMMITTEE MEETINGS

- 5.01 Regular Meetings. The Committee shall hold four regular meetings each year, on the last Tuesday of the months of March, June, September and December, unless the last Tuesday of the month falls on a holiday, in which case the regular meeting for that month shall be on the Tuesday preceding the last Tuesday of the month. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by Resolution of the Board of Education. To the extent permitted by the Ralph M. Brown Act ("Brown Act"), such meetings may be held by teleconference.
- 5.02 Special Meetings. Special meetings of the Committee may be called in accordance with the provisions of the Brown Act, as amended or supplemented from time to time. To the extent permitted by the Brown Act, such meetings may be held by teleconference.
- 5.03 Notice. All meetings of the Committee shall be called, noticed, held and conducted subject to the provisions of the Brown Act.
- 5.04 Minutes. The Secretary of the Committee shall cause minutes of all meetings of the Committee to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to District staff for posting on the District's Web site.
- 5.05 Quorum. A majority of the Committee members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.
- 5.06 Voting. Each Committee member shall be entitled to one vote. No action shall be taken by the Committee except upon the affirmative vote of the majority of those Committee members present and voting.

#### SECTION VI - COMMITTEE OFFICERS

- 6.01 President, Vice President, and Secretary. The officers of the Committee shall be a President, a Vice President, and a Secretary. The President and Vice President must be members of the Committee, and shall be elected to their respective positions by the members of the Committee. The Secretary shall be elected or appointed by Committee and need not be a member of the Committee.
- 6.02 Duties of the President. The duties of the President are to:
1. Preside at meetings of the Committee.
  2. Appear before the Board of Education and other bodies to present and discuss the official actions of the Committee.

6.03 Duties of the Vice President. The duties of the Vice President are to:

1. Preside at Committee meetings in the absence of the President.
2. Appear before the Board of Education and other bodies to present and discuss the official actions of the Committee in the absence of the President.

6.04 Duties of the Secretary. The duties of the Secretary are to:

1. Record and maintain minutes of all meetings of the Committee.
2. Distribute minutes of all meetings of the Committee to all Committee members, to the Board of Education, and to District staff for posting on the District's Web site.
3. Distribute Committee meeting agendas to all Committee members, to all other persons requesting copies of the agenda so that provisions of the Brown Act are followed, and to District staff for posting on the District's Web site.
4. Distribute all Committee reports to all Committee members, to the Board of Education, and to District staff for posting on the District's Web site.
5. Keep all documents officially received by the Committee in the course of its business, and to forward copies of all such documents to the District staff.
6. Prepare all necessary correspondence of the Committee.
7. Arrange and coordinate meeting locations and teleconferences of the Committee.

## SECTION VII - AMENDMENTS AND SUPPLEMENTAL PROCEDURES AND GUIDELINES

- 7.01 These Bylaws and Operational Guidelines shall become effective upon approval of the Board of Education.
- 7.02 These Bylaws and Operational Guidelines may be amended, changed, added to, or repealed by the Board of Education as deemed necessary. Additional or supplemental operational guidelines or procedures may be adopted by the Committee by a majority vote of all the members of the Committee, providing such additional or supplemental operational guidelines or procedures are not in conflict with these Bylaws and Operational Guidelines, any Resolution or Ordinance of the Board of Education, or any state law, including but not limited to the provisions of the Brown Act and the Education Code.

APPENDIX I – EXCERPT FROM CALIFORNIA CONSTITUTION  
ARTICLE 13A (TAX LIMITATION)

SECTION 1. (a) The maximum amount of any ad valorem tax on real property shall not exceed One percent (1%) of the full cash value of such property. The one percent (1%) tax to be collected by the counties and apportioned according to law to the districts within the counties.

(b) The limitation provided for in subdivision (a) shall not apply to ad valorem taxes or special assessments to pay the interest and redemption charges on any of the following:

(1) Indebtedness approved by the voters prior to July 1, 1978.

(2) Bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition.

(3) Bonded indebtedness incurred by a school district, community college district, or county office of education for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, approved by 55 percent of the voters of the district or county, as appropriate, voting on the proposition on or after the effective date of the measure adding this paragraph. This paragraph shall apply only if the proposition approved by the voters and resulting in the bonded indebtedness includes all of the following accountability requirements:

(A) A requirement that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b) (3), and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

(B) A list of the specific school facilities projects to be funded and certification that the school district board, community college board, or county office of education has evaluated safety, class size reduction, and information technology needs in developing that list.

(C) A requirement that the school district board, community college board, or county office of education conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed.

(D) A requirement that the school district board, community college board, or county office of education conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects.

(c) Notwithstanding any other provisions of law or of this Constitution, school districts, community college districts, and county offices of education may levy a 55 percent vote ad valorem tax pursuant to subdivision (b).

## **Board Reference Material**

**SUBJECT TITLE:**     **2016-17 Unaudited Actuals Financial Report**

**REQUESTED ACTION:** Approve

Action      X  

Discussion/Information                     

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### **RECOMMENDATION:**

It is recommended the Board approve the 2017-18 Unaudited Actuals Financial Report as presented.

### **BACKGROUND INFORMATION:**

This information was developed after exhaustive review of payables, receivables, categorical award documentation, program compliance information, etc. The Report itself is under separate cover.

### **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:**

The Board must approve this as a matter of form. Without this approval, the County Office of Education will hesitate to approve any further budget activity.

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ORIGINATOR: Amer Iqbal, Director of Fiscal Services  
Date: September 13, 2018

## **Board Reference Material**

**SUBJECT TITLE:**      Establish Fund 24-Bond Fund

**REQUESTED ACTION:**

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended that the Board approve the attached Resolution authorizing establishment of Fund 24 - Bond Fund.

### **BACKGROUND INFORMATION:**

The District will be receiving proceeds from the sale of bond, according to the California school accounting rules, the fund will be accounted in Fund 24-Bond Fund. Because the District doesn't have a Fund 24 it must be established, and the attached Resolution authorizes such action. Fund 24 will be used for holding the interest payment for the next two years, as part of the annual debt service payment.

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

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

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

None.

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

There are no costs for establishing Fund 24.

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ORIGINATOR: Amer Iqbal, Director of Fiscal Services  
Date: September 13, 2018

**RESOLUTION TO CREATE 2018 BOND FUND – FUND #24**

**RESOLUTION #41-18**

Los Banos Unified School District, Merced County

On motion of Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_, the following resolution is hereby adopted:

WHEREAS, it is the desire of the majority of this Board to authorize the establishment of the 2018 Bond Fund – Fund #24, a separate fund within the Merced County Treasury, as authorized by Education Code Section 42140(d), and

WHEREAS, the Los Banos Unified School District shall transfer into said Fund the proceeds of 2018 bond sales which will be applied toward interest payment as part of the debt service payment for the next two years,

THEREFORE, BE IT RESOLVED that, the Governing Board hereby authorizes the opening of the 2018 Bond Fund – Fund #24.

PASSED AND APPROVED by the Governing Board on September 13, 2018

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA )  
  )  
COUNTY OF MERCED )

I, \_\_\_\_\_, Clerk/Secretary to the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the said board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Clerk/Secretary to the Governing Board

## **Board Reference Material**

**SUBJECT TITLE:** Provisional Internship Permit

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information                     

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### **RECOMMENDATION:**

It is recommended the Board approve a Provisional Internship Permit, which will allow the following assignment for the 2018-19 school year.

### **BACKGROUND INFORMATION:**

1. Powers, Talina– Special Education Teacher, Mild Moderate– Los Banos Elementary

Current regulation governing Provisional Internship Permits require that a notice of intent to employ an applicant be made public and that a copy of that notice be submitted with the permit request. Public notice for permit requests must include the name of the candidate for whom the permit is being requested, the specific assignment including the subject(s) and grade level (s) the candidate will be teaching and the fact that the candidate will be employed based on a Provisional Internship Permit.

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

This is an activity 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: Tammie Calzadillas, Assistant Superintendent, Human Resources  
Date: September 13, 2018



## VERIFICATION OF REQUIREMENTS For the Provisional Internship Permit

This form must be completed by the employing agency and submitted with each application for a Provisional Internship Permit.

Name of Applicant TALINA POWERS

SSN \_\_\_\_\_

Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT

County/District/CDS Code 24 -65755

☐ Multiple Subject

☐ Single Subject - Specify subject(s): \_\_\_\_\_

☒ Education Specialist - Specify specialty area(s): MILD/MODERATE

By submitting this form, the employing agency named above verifies that items 1-6 have been completed.

1. A diligent search has been conducted for a suitable credentialed teacher or qualified intern teacher by the following methods and verification of such recruitment efforts is attached:

**Required** recruitment methods (provide photocopies of **all** of the following):

- ☒ Distributed job announcements
- ☒ Contacted college or university placement centers
- ☒ Advertised on the Internet

**Optional** recruitment methods (in addition to the required methods above):

- ☒ Advertised in professional journals
- ☒ Attended job fairs in California
- ☒ Attended recruitment out-of-state
- ☒ Contacted California teacher recruitment centers
- ☒ Advertised in local/national newspapers
- ☒ Other (explain) LBUSD Job Fair 2/26/18

2. The permit holder will be provided orientation, guidance and assistance during the valid period of the permit
3. Public notice of intent to employ the applicant in the identified position has been given and meets the following criteria (check the box that applies):

☒ **Public School District**

Public notice was presented as an action item on the governing board agenda and acted upon favorably. A copy of the agenda item is attached.

The agenda item included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

☐ **County Offices of Education, Nonpublic Schools, Statewide Agencies, and Charter Schools**

Public notice was posted at least 72 hours before the position was filled. A copy of the dated notice is attached.

Public notice included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

Public notice included a signed statement from the superintendent or administrator confirming there were no objections to the issuance of the permit.

4. The permit holder will be provided assistance in developing a personalized plan through an agency-defined assessment that would lead to meeting subject matter competence related to the permit
5. The permit holder will be provided assistance to seek and enroll in subject matter training, such as workshops or seminars and site-based courses along with training in test-taking strategies and will assist the permit holder in meeting subject matter competence related to the permit
6. The candidate has been apprised of the steps required to earn a credential and enroll in an intern program

- ☒ I certify under penalty of perjury that I need to complete NCLB core area subject matter to enroll in an intern program for the education specialist preliminary credential

Applicant Signature \_\_\_\_\_

**Employing Agency Certification**

This form must be signed by the District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee.

I certify under penalty of perjury that the information provided on this form is true and correct.

Signature \_\_\_\_\_

Title **Assistant Superintendent, Human Resources**

Date \_\_\_\_\_

## **Board Reference Material**

**SUBJECT TITLE:** Memorandum of Understanding – Los Banos Teachers Association and Los Banos Unified School District

**REQUESTED ACTION:** Approve Memorandum of Understanding (Pending approval by LBTA)

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended that the Board approve the agreement between Los Banos Teachers Association (LBTA) and Los Banos Unified School District (LBUSD). (Pending approval by LBTA)

### **BACKGROUND INFORMATION:**

The LBTA has brought forth a number of concerns related to the shortage of substitute teachers and the way in which students have been divided and dispersed among other teachers when a teacher is absent for the day. The MOU outlines the process for compensating those teachers who voluntarily take on additional students throughout the day due to the absence of a teacher and the shortage of sub coverage.

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

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

None

### **SPECIFIC FINANCIAL IMPACT:**

Elementary teachers will be compensated at the same pay/compensation time rates as the secondary teachers.

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ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources  
DATE: September 13, 2018

**Memorandum of Understanding Between  
Los Banos Unified School District and  
Los Banos Teachers Association**

This Memorandum of Understanding (MOU) is entered between Los Banos Unified School District (District) and Los Banos Teachers Association (LBTA). The parties agree as follows:

1. Maximizing Campus Resources in Substitute Shortages at Elementary Sites:

Due to the current and ongoing substitute (sub) shortage many certificated staff have been called upon to sub in classrooms. When it is necessary for site certificated staff to cover a classroom, the coverage is to be provided by:

Volunteer Teachers\* - If a teacher is absent and no sub is available, teachers can *volunteer*, on a rotating basis, to take one-third\*\* of the students on the roster of the teacher who is absent into their classroom who are in attendance that day to cover for the sub shortage. Every effort will be made to put students into like grade levels or a grade level as close to their current grade level as possible.

If a teacher chooses to voluntarily accept additional students into his/her classroom, he/she is entitled to compensation as follows:

- Teachers who have students for one full day will receive one full day of compensation time or six hours pay at the contracted hourly rate.
- Teachers who have students for less than a full day will receive an hour of compensation time for each hour or fraction thereof that additional students are in the classroom.
- Teachers accruing five compensation hours are entitled to one full day of compensation time.
- Teachers choosing to be reimbursed in lieu of compensation time will be reimbursed at the contracted hourly rate.
- Under no circumstances will the compensation periods be applied to sick leave or any extended leave.

\*Inclusion Specialist and Special Day Class teachers are precluded from volunteering to provide coverage when they have students scheduled for services.

\*\*Resource, Reading Intervention teachers and Kindergarten teachers, during their intervention/planning/prep time, will take all of the students on the roster of the teacher who is absent in the absent teacher's classroom.

-Requests for the use of compensation days during State testing and Staff Development Days are excluded from utilization.

This MOU shall renew each July 1 for a one year term until revoked in writing effective June 30 by either party.

For Los Banos Unified School District:

For Los Banos Teachers Association:

\_\_\_\_\_  
Dr. Mark Marshall, Superintendent

\_\_\_\_\_  
Jennifer Wilkin, Co-President  
Jeff Miller, Co-President

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

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

## **Board Reference Material**

**SUBJECT TITLE:**    **Reclassification Forms-Revised**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information                     

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### **RECOMMENDATION**

It is recommended the Board adopt the revised Reclassification Forms grades 1<sup>st</sup> – 12<sup>th</sup>.

### **BACKGROUND INFORMATION:**

Students identified as English Learners are labeled EL in the district's Aeries database. EL students are considered reclassified to RFEP only through meeting district established reclassification criteria. This procedure must be documented and a copy of the reclassification form and notification to parents is placed in students' CUME and on file with the district.

### **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):**

None

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ORIGINATOR: Paula Mastrangelo and Paul Enos, Assistant Superintendents  
DATE: September 13, 2018



# 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)

## Reclassification Form for Grades 7-12

Board Policy AR #6174 and AR #6190  
Education Code 52164.6

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_ Grade: \_\_\_\_\_  
Student ID: \_\_\_\_\_ School: \_\_\_\_\_ Teacher: \_\_\_\_\_

A student is eligible for reclassification from English Learner (EL) to Fluent English Proficient (R-FEP) when all of the criteria (A-D) have been achieved and dated following a consultation meeting with the parent or guardian. Members of the Language Appraisal Team are to sign this document indicating that the student is to be reclassified.

- \_\_\_\_\_ Date
- A. ELPAC (English Language Proficiency Test for California)**  
Overall score of a **Level 3** or **Level 4**; and  
\_\_\_\_\_ Oral Language Level 3 or Higher  
\_\_\_\_\_ Written Language Level 3 or Higher
- \_\_\_\_\_ Date
- B. Teacher Evaluation of English Proficiency and Academic Achievement**  
Current core curriculum grades of C or higher (or satisfactory, when letter grades not given).
- \_\_\_\_\_ Date
- C. Objective Data of Academic Performance in English**  
SBAC scores: Standard Nearly Met, Standard Met, or Exceeded and/or a score of 3 or 4 on three specific pieces of writing from the RCD writing units.
- \_\_\_\_\_ Date
- D. Parental Consultation**  
When a student has met the established reclassification criteria, the student's parent or legal guardian shall be invited to a discussion explaining the rationale for the reclassification.

### Language Appraisal Team Membership

Site Principal or Designee	Sign _____	Date _____
Student's Classroom Teacher (Two, if at secondary level, English and/or other)	_____	Date _____
	_____	Date _____
Other (Resource, Inclusion Specialists)	_____	Date _____
Student	_____	Date _____
Parent	_____	Date _____

Forward a copy of this form to the Assistant Superintendent at the District Office; the original is to be placed in the student's cumulative record.



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## **Forma de Reclasificación para Grados 7º-12º** Póliza y AR #6174 y AR #6190; Código de Educación 52164.6

Estudiante: \_\_\_\_\_ Fecha: \_\_\_\_\_ Grado: \_\_\_\_\_  
ID del Estudiante: \_\_\_\_\_ Escuela: \_\_\_\_\_ Maestro/a: \_\_\_\_\_

Un estudiante es elegible para ser reclasificado de estudiante que está aprendiendo inglés (EL) a estudiante que domina el inglés (conocido en inglés como Reclassified R-FEP) cuando ha cumplido todo el criterio (A-D) y se hayan registrado las fechas posteriormente a una junta con el padre de familia o tutor legal. Los miembros del Equipo Asesor de Lenguaje deben firmar este documento indicando que el estudiante debe ser reclasificado.

- \_\_\_\_\_  
Fecha
- A. ELPAC – Prueba para medir el desarrollo del inglés en California**  
Resultado general nivel anticipado de 3 o al nivel 4 y:  
\_\_\_\_ Hablar Nivel 3 o mas  
\_\_\_\_ Escritura Nivel 3 o mas
- \_\_\_\_\_  
Fecha
- B. Evaluación del Maestro en el Desarrollo de Inglés y el Aprovechamiento Académico**  
Las calificaciones actuales en el plan de estudios principal deben ser C o mejores (o satisfactorio cuando no se usan letras para calificar)
- \_\_\_\_\_  
Fecha
- C. Información del rendimiento académico en Inglés**  
SBAC estándar casi alcanzado, estándar alcanzado, o estándar excedido, y/o una puntuación de 3-4 en 3 trabajos específicos de escritura de las unidades comunes de RCD.
- \_\_\_\_\_  
Fecha
- D. Conferencia con los Padres**  
Cuando el estudiante logre el criterio establecido para ser reclasificado, se le invitará al padre o tutor legal del estudiante a una junta para explicar la reclasificación.

### **Miembros del Equipo Asesor de Lenguaje**

Director o Designado de la Escuela	Firma _____	Fecha _____
Maestro/a del Estudiante	_____	Fecha _____
[Se necesitan dos maestros (Inglés y/u otro) si son de la secundaria/preparatoria]	_____	Fecha _____
Otro (Recursos, Especialistas de Inclusión)	_____	Fecha _____
Estudiante	_____	Fecha _____
Padre	_____	Fecha _____

Enviar una copia de esta forma al Administrador en Área de Escuelas Primarias en el Distrito, la original se archiva en el expediente acumulativo del estudiante.





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## Reclassification Form for Grades 1-3

Board Policy AR #6174 and AR #6190  
Education Code 52164.6

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_ Grade: \_\_\_\_\_  
School: \_\_\_\_\_ Teacher: \_\_\_\_\_

A student is eligible for reclassification from English Learner (EL) to Fluent English Proficient (R-FEP) when all of the criteria (A-D) have been achieved and dated following a consultation meeting with the parent or guardian. Members of the Language Appraisal Team are to sign this document indicating that the student is to be reclassified.

\_\_\_\_\_ A. **ELPAC** (English Language Proficiency Test for California)  
Date Overall score of a **Level 3** or **Level 4**; and

\_\_\_\_\_ Oral Language Level 3 or Higher  
\_\_\_\_\_ Written Language Level 3 or Higher

\_\_\_\_\_ B. **Teacher Evaluation of English Proficiency and Academic Achievement**

Date Current core curriculum grades of C or higher (or satisfactory, when letter grades not given).

\_\_\_\_\_ C. **Objective Data of Academic Performance in English**

Date On or above grade level in reading using the Rigby assessment

\_\_\_\_\_ D. **Parental Consultation**

Date When a student has met the established reclassification criteria, the student's parent or legal guardian shall be invited to a discussion explaining the rationale for the reclassification.

### Language Appraisal Team Membership

Site Principal or Designee	Sign _____	Date _____
Student's Classroom Teacher	_____	Date _____
(Two, if at secondary level, English and/or other)	_____	Date _____
Other (Resource, Inclusion Specialists)	_____	Date _____
Student	_____	Date _____
Parent	_____	Date _____

Forward a copy of this form to the Assistant Superintendent at the District Office; the original is to be placed in the student's cumulative record.



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## Forma de Reclasificación para Grados 1º-3º

Póliza y AR #6174 y AR #6190

Código de Educación 52164.6

Estudiante: \_\_\_\_\_ Fecha: \_\_\_\_\_ Grado: \_\_\_\_\_

Escuela: \_\_\_\_\_ Maestro: \_\_\_\_\_

Un estudiante es elegible para ser reclasificado de estudiante que esta aprendiendo inglés (EL) a estudiante que domina el inglés (conocido en inglés como Reclassified R-FEP) cuando ha cumplido todo el criterio (A-D) y se hayan registrado las fechas posteriormente a una junta con el padre de familia o tutor legal. Los miembros del Equipo Asesor de Lenguaje deben firmar este documento indicando que el estudiante debe ser reclasificado.

\_\_\_\_\_ **A. ELPAC – Prueba para medir el desarrollo del inglés en California**

Fecha Resultado general nivel 3 o al nivel 4 y

\_\_\_\_\_ Hablar Nivel 3 o mas

\_\_\_\_\_ Escritura Nivel 3 o mas

\_\_\_\_\_ **B. Evaluación del Maestro en el Desarrollo de Inglés y el Aprovechamiento Académico**

Fecha Las calificaciones actuales en el plan de estudios principal deben ser C o mejores (o satisfactorio cuando no se usan letras para calificar)

\_\_\_\_\_ **C. Información del rendimiento académico en Inglés**

Fecha Sobre o por encima del nivel de grado en lectura mediante la prueba Rigby

\_\_\_\_\_ **D. Conferencia con los Padres**

Fecha Cuando el estudiante logre el criterio establecido para ser reclasificado, se le invitará al padre o tutor legal del estudiante a una junta para explicar la reclasificación.

### Miembros del Equipo Asesor de Lenguaje

Director o Designado de la Escuela Firma \_\_\_\_\_ Fecha \_\_\_\_\_

Maestro/a del Estudiante \_\_\_\_\_ Fecha \_\_\_\_\_

[Se necesitan dos maestros (Inglés y/u otro)  
si son de la secundaria/preparatoria]

\_\_\_\_\_ Fecha \_\_\_\_\_

Otro (Recursos, Especialistas de Inclusión) \_\_\_\_\_ Fecha \_\_\_\_\_

Estudiante \_\_\_\_\_ Fecha \_\_\_\_\_

Padre \_\_\_\_\_ Fecha \_\_\_\_\_

Enviar una copia de esta forma al Administrador en Área de Escuelas Primarias en el Distrito, la original se archiva en el expediente acumulativo del estudiante.



# 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)

## Reclassification Form for Grades 4-6

Board Policy AR #6174 and AR #6190  
Education Code 52164.6

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_ Grade: \_\_\_\_\_  
School: \_\_\_\_\_ Teacher: \_\_\_\_\_

A student is eligible for reclassification from English Learner (EL) to Fluent English Proficient (R-FEP) when all of the criteria (A-D) have been achieved and dated following a consultation meeting with the parent or guardian. Members of the Language Appraisal Team are to sign this document indicating that the student is to be reclassified.

\_\_\_\_\_ **A. ELPAC (English Language Proficiency Test for California)**  
Date Overall score of a **Level 3** or **Level 4**; and

\_\_\_\_\_ Oral Language Level 3 or Higher  
\_\_\_\_\_ Written Language Level 3 or Higher

\_\_\_\_\_ **B. Teacher Evaluation of English Proficiency and Academic Achievement**  
Date Current core curriculum grades of C or higher (or satisfactory, when letter grades not given).

\_\_\_\_\_ **C. Objective Data of Academic Performance in English**  
Date SBAC scores: Standard Nearly Met, Standard Met, or Exceeded

\_\_\_\_\_ **D. Parental Consultation**  
Date When a student has met the established reclassification criteria, the student's parent or legal guardian shall be invited to a discussion explaining the rationale for the reclassification.

### Language Appraisal Team Membership

Site Principal or Designee	Sign _____	Date _____
Student's Classroom Teacher	_____	Date _____
(Two, if at secondary level, English and/or other)	_____	Date _____
Other (Resource, Inclusion Specialists)	_____	Date _____
Student	_____	Date _____
Parent	_____	Date _____

Forward a copy of this form to the Assistant Superintendent at the District Office; the original is to be placed in the student's cumulative record.



# Los Banos Unified School District

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## Forma de Reclasificación para Grados 4º-6º

Póliza y AR #6174 y AR #6190  
Código de Educación 52164.6

Estudiante: \_\_\_\_\_ Fecha: \_\_\_\_\_ Grado: \_\_\_\_\_  
Escuela: \_\_\_\_\_ Maestro: \_\_\_\_\_

Un estudiante es elegible para ser reclasificado de estudiante que esta aprendiendo inglés (EL) a estudiante que domina el inglés (conocido en inglés como Reclassified R-FEP) cuando ha cumplido todo el criterio (A-D) y se hayan registrado las fechas posteriormente a una junta con el padre de familia o tutor legal. Los miembros del Equipo Asesor de Lenguaje deben firmar este documento indicando que el estudiante debe ser reclasificado.

\_\_\_\_\_  
Fecha

**A. ELPAC – Prueba para medir el desarrollo del inglés en California**  
Resultado general **nivel Anticipado 3 o al nivel 4 y**  
\_\_\_\_ Hablar Nivel 3 o más  
\_\_\_\_ Escritura Nivel 3 o mas

\_\_\_\_\_  
Fecha

**B. Evaluación del Maestro en el Desarrollo de Inglés y el Aprovechamiento Académico**  
Las calificaciones actuales en el plan de estudios principal deben ser C o mejores (o satisfactorio cuando no se usan letras para calificar)

\_\_\_\_\_  
Fecha

**C. Información del rendimiento académico en Inglés**  
SBAC estándar casi alcanzado, estándar alcanzado, o estándar excedido

\_\_\_\_\_  
Fecha

**D. Conferencia con los Padres**  
Cuando el estudiante logre el criterio establecido para ser reclasificado, se le invitará al padre o tutor legal del estudiante a una junta para explicar la reclasificación.

### Miembros del Equipo Asesor de Lenguaje

Director o Designado de la Escuela	Firma _____	Fecha _____
Maestro/a del Estudiante	_____	Fecha _____
[Se necesitan dos maestros (Inglés y/u otro) si son de la secundaria/preparatoria]	_____	Fecha _____
Otro (Recursos, Especialistas de Inclusión)	_____	Fecha _____
Estudiante	_____	Fecha _____
Padre	_____	Fecha _____

Enviar una copia de esta forma al Administrador en Área de Escuelas Primarias en el Distrito, la original se archiva en el expediente acumulativo del estudiante.

## **Board Reference Material**

**SUBJECT TITLE:**                **Sufficiency of Instructional Materials**

**REQUESTED ACTION:**    Hold Public Hearing & Adopt Resolution #38-18

Action      X  

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

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### **RECOMMENDATION:**

It is recommended that the Board hold a public hearing and adopt Resolution #38-18, Adequacy of Pupil Textbooks for the 2018-19 school year.

### **BACKGROUND INFORMATION:**

The governing board of the Los Banos Unified School District is required to hold an annual public hearing and adopt a resolution stating whether each pupil in the district has sufficient textbooks or instructional materials in specified subjects consistent with the content and cycle of the curriculum frameworks adopted by the state board. In light of the Williams Lawsuit settlement it is necessary to hold this hearing to highlight the means by which the district is addressing instructional materials requirements. The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks. The program is provided to all students at the given grade level or enrolled in these courses.

### **ALTERNATIVE CURRENT MATERIALS**

The District Superintendent's signature and date on the appropriate form shall serve as assurance to the Superintendent of Public Instruction that the governing board of the Los Banos Unified School District has complied with the requirements of EC 60199 (c), 60422 (a), 60551 and California Code of Regulation (CCR), Title 5, Section 9531 (a).

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

This goal does not directly align with the district adopted goals. It is a legal requirement.

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

None

### **SPECIFIC FINANCIAL IMPACT:**

Textbook funds are included in the adopted budget.

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ORIGINATOR: Paula Mastrangelo & Paul J. Enos, Assistant Superintendents  
Date: September 13, 2018

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

**RESOLUTION #38-18**

**RESOLUTION REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS**

**WHEREAS**, the Governing Board of Los Banos School District in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 13, 2018, at 7:00 p.m., and;

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

**WHEREAS**, the governing board of a school district is responsible for providing the highest quality educational materials for its students, and

**WHEREAS**, the State of California has provided funding for textbooks and instructional materials, consistent with the state content standards through the Instructional Materials Fund, and;

**WHEREAS**, the governing board of the Los Banos Unified School District has provided adequate notice and conducted a public hearing to encourage participation of those interested in the affairs of the district on the issue of sufficiency of textbooks and instructional materials, and;

**WHEREAS**, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

**WHEREAS**, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments, and;

**WHEREAS**, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

**Mathematics**

Macmillan/McGraw Hill, California Mathematics  
CA Mathematics CA Edition 2007 (K-6)

Houghton Mifflin Harcourt  
Go Math National, 2012 (K-1)

**Science**

Macmillan/McGraw Hill, McGraw Hill  
California Science, 2008 (K-6)

**History-Social Science**

Pearson Scott Foresman, Scott Foresman History  
Social Science for California, 2006 (K-5)

Holt, Rinehart & Winston, Holt California  
Social Studies, 2006 (6-8)

**English/Language Arts, including the English Language Development (ELD) component of an adopted program:**

ELA – Houghton Mifflin Reading: Medallion Edition, 2010 (K-6)

ELD – Houghton Mifflin Reading: Medallion Edition English Language Development Program, 2010 (K-6)

Intervention – Scholastic, READ 180, System 44, upgraded to Next Generation

**e-Textbooks**

TCI- Bring Science Alive Ecosystems- 7<sup>th</sup>

TCI- Bring Science Alive Cells and Genetics -7<sup>th</sup>

TCI- Bring Science Alive Adaptations- 7<sup>th</sup>

TCI- Bring Science Alive Matter- 8<sup>th</sup>

TCI- Bring Science Alive Forces and Energy- 8<sup>th</sup>

TCI- Bring Science Alive Waves -8<sup>th</sup>

TCI-The Medieval World and Beyond -7<sup>th</sup>

TCI- The US Through industrialism -8<sup>th</sup>

Holt McDougal Literature, grade 7

Holt McDougal Literature, grade 8

Textbook/workbook

Houghton Mifflin Harcourt Go Math 7

Houghton Mifflin Harcourt Go Math 8

**WHEREAS**, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes;

**WHEREAS**, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive.

**THEREFORE BE IT RESOLVED** that for the 2018-2019 school year, the Los Banos Unified School District has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks.

Passed and adopted this **13th day of September, 2018**, at a regular meeting by the following vote:

Ayes \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

Abstain \_\_\_\_\_

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

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

\_\_\_\_\_  
Superintendent  
Los Banos Unified School District

LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF EDUCATION  
August 4, 2018

The Kitchen  
Chef's Lounge  
Santa Nella

Mr. Parreira called the meeting to order at 9:07 A.M.

Call to Order

PRESENT: Mr. Areias, Ms. Benton, Ms. Goin-Soares, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith

Roll Call

A closed session was held at 9:09 A.M. for: Public Employee Performance Evaluation (Government Code section 54957)-Discussion/No Action Title: District Superintendent

Closed Session

A short recess was taken at 9:48 A.M. and the closed session was reconvened at 9:50 A.M.

The Regular meeting was opened at 11:20 A.M.

Open Regular  
Meeting

The audience was led in the Pledge of Allegiance by Mr. Anthony Parreira

Pledge of  
Allegiance

On motion by Member Munoz, seconded by Member Martinez Trustees approved the agenda as submitted. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Approval of  
Agenda

No one came forward to speak.

Public Forum

Trustees and Dr. Marshall held a work study session conducted by Lozano Smith Attorney, Megan Macy, on governance practices, including unity of purpose, roles, responsibilities, norms and protocols. A Brown Act workshop was conducted. The Process of Communication was discussed and Board Election Procedures were reviewed.

Effective  
Governance  
Workshop

The meeting was adjourned by Mr. Parreira at 1:36 P.M.

Adjournment

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SECRETARY



LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF EDUCATION  
August 9, 2018

City Hall

Mr. Parreira called the meeting to order at 6:15 P.M.	Call to Order
PRESENT: Mr. Areias, Ms. Benton, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith (6:18) ABSENT: Ms. Goin	Roll Call
A closed session was held at 6:15 P.M. for Student Discipline: Case # 5191907692 (Action), Litigation Settlement, Section 54956.9(a) of the California Government Code, Case #2018/051220 (Action), Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA/Confidential (No action).	Closed Session
The regular meeting was opened by Mr. Parreira at 7:05 P.M.	Regular Meeting
The audience was led in the Pledge of Allegiance by LBTA Co-President, Jennifer Wilkin.	Pledge of Allegiance
There was a correction to the agenda. There was a name added to the classified employment list. On a motion by Member Areias, seconded by Member Martinez, Trustees approved the agenda as corrected. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0; Motion carried	Approval of Agenda
Geneva Brett welcomed everyone back to school. She stated that Century 21 was already starting their "Coats for Kids" drive. They are working with the district schools to make sure that every student that needs a coat, gets one. She commended the district in their work on upgrading facilities around the District. She invited everyone out to attend the VFW flag raising ceremony at Volta Elementary on Friday morning.	Public Forum
Jennifer Wilkin, co-president of LBTA stated that she and co-president Jeff Miller attended trainings over the summer including the California Labor Management Conference in San Diego with members of the District Negotiating team and CSEA President. Jennifer is looking forward to a great working relationship with the District and School Board.	LBTA Report
No Report	CSEA Report
Dr. Marshall welcomed back all of the students, staff and families. He gave kudos to the Child Nutrition Department, IS Staff, and Dan Sutton, principal of Pacheco High school for their part in a very successful Welcome Back Breakfast. He attended many back to school nights and commented about how well attended they all were. He encouraged everyone to drive by the Transitional Kindergarten center to see the mural painted by Los Banos High School sophomore Daniel Cervantes. He commented that it is always great to see student work displayed in the community. He updated everyone	Superintendent's Report

in attendance about all of the active shooter trainings that took place on school sites over the summer and is looking forward to inviting the police department to a future meeting to give a presentation regarding the trainings that were held. Dr. Marshall shared that RME teacher Sergio De Alba received the EPA Presidential Innovation Award for Environment Education for his work in developing successful AG and environmental education programs for the past 17 years. He congratulated Dan Sutton for having 22 of his AP students receiving recognition through the College Board with 2 placing at the national level. He gave accolades to Rennee Leonard, Principal of Los Banos Elementary for her school successfully implementing PBIS and placing at the Bronze level. He commented it was a great way to start the year.

Mr. Tom Worthy gave an update on the current projects throughout the District.

Facilities Report

Ms. Smith said that she was looking forward to the new school year. She attended workshops regarding the Brown Act and is looking forward to working on professional development as a board member and she expressed her willingness to work with the District. Mr. Martinez thanked everyone for attending. He gave praise to the 22 Pacheco High AP scholars and to LBE for their Bronze award in implementing PBIS. He also attended the Brown Act and Governance Team training held by Lozano Smith. He encouraged all staff and students to be their best. Dennis Arcias welcome everyone back and seconded the accolades by other board members to the schools. He wished everyone a great school year. Gary Munoz welcomed everyone back. He said he was excited for the new school year. He attended the Welcome Back Breakfast and got to talk to many teachers. Some of which introduced him to new teachers that were once their students. He attended the Lorena Falasco Welcome Back Night. He enjoyed reading the teachers bios at the event. He had a chance to talk to parents and families. Ms. Benton attended the Facilities Sub Committee bus tour of updated facilities and projects that were taking place over the summer. She thanked Miss Lucy Zavala for being a gracious tour guide. She stated that Loftin Field looked “beautiful”. She thanked Tom Worthy and his department for the great job with all of the projects. She stated that the H.A.W.K. system was still slated to be installed at the corner of 11<sup>th</sup> and Pacheco by the end of September. She attended the Welcome Back Breakfast at Pacheco and the Welcome Back Staff luncheon at RM Miano. Mr. Parreira told everyone that the Facilities Sub Committee went on a tour of recent construction projects and were escorted around the district in a big yellow taxi a.k.a. a school bus. He made a call to the City Public Works department when he found out one of the main thoroughfares to Los Banos High School was going to be oiled on the first day of school and was able to get them to change the date to the weekend. He thanked the Public Works Department for helping to avert a huge traffic mess on the first day of school. He stated that based on all of the air horns and car horns honking that he heard that students were excited to be back at Los Banos High School on the first day of school. He also said that he has been hearing a lot of concerns by parents about the air quality. He stated that all administrators are tracking air quality and are being proactive on bad air quality days. He wants to reassure the community that the District is on this issue. Mr. Munoz mentioned that Parent Leadership group sign ups are going well and that graduates are taking active roles in DELAC. The Leadership training is for all parents in the community and that child care and dinner is provided. It will be held every Wednesday from 5:30-8:30 for 20 weeks with the last class on February 6, 2019. Any parent interested must attend the retreat on August 25<sup>th</sup>. There are currently 42 parents signed up.

Trustee Reports

Dr. Marshall announced that the “Stuff the Bus” program organized by Fr. Noah from St. Albans took place on Saturday, August 4<sup>th</sup> and it was a great success and that the school supplies collected were being distributed to all of the school sites.

On motion by Member Areias seconded by Member Benton, Trustees approved the intent to adopt the following board policy: BP 3470 Debt Issuance and Management. After discussion the motion was declared dead and a new motion was made by Member Areias and seconded by Member Benton to adopt board policy : BP 3470 Debt Issuance and Management Ayes: Mr. Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

Board Policy

On motion by Member Martinez seconded by Member Benton, Trustees adopted Resolution #36-18 Declaring the Results of the School Bond Election held on June 5, 2018 and approve the Certification of Election Results. Ayes: Mr. Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

Declaring the Results of the School Bond Election

Adam Bauer, CEO/President of Fieldman, Rolapp & Associates, Inc. gave a presentation outlining General Obligations Bonds, Election of 2018, SERIES 2018

Issuance and Sale of General Obligation Bonds

On motion by Member Smith, seconded by Member Martinez Trustees adopted Resolution #37-18 authorizing the issuance and sale of not to exceed \$23,500,000 of General Obligation Bonds. Ayes: Mr. Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

On motion by Member Benton seconded by Member Smith, Trustees approved a Provisional Internship Permit for the following teacher: Castaneda, Fernando – Science-Life Science –Creekside Junior High School Ayes: Ayes: Mr. Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

Provisional Internship Permit

On motion by Member Areias, seconded by Member Benton, Trustees approved the revised Fiscal Analyst salary placement adding the Fiscal Analyst to the current salary schedule. Ayes: Mr. Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

Revised Salary Schedule Placeme – Fiscal Analyst

There was one revision to the consent calendar, a name was added to the classified employment list.

CONSENT CALENDAR

On motion by Member Benton, seconded by Member Smith, Trustees approved the Consent Calendar as corrected. Ayes: Mr. Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

Dr. Marshall introduced the new LEAP supervisor, Zachary Cruz.

Trustees approved minutes of the: Regular Meeting held on July 12, 2018.

Minutes

Certificated Report: Appointments: Diaz, Grace – Special Education Teacher, Los Banos Elementary – effective 8/6/2018, Hurd, Allison – Elementary Teacher, Miano Elementary – effective 8/9/2018, Rutledge, Amanda – ELD Teacher, Creekside Junior High – effective 8/6/2018, Gutierrez, Claudine – Learning Director, Los Banos High School – effective 8/6/2018 Extra Duty Appointments: Anthony Santos -Asst. Football Coach-Varsity-LBHS; Amanda Baker-Memory Book, Activities Director-LBJH; Demond Thomas-Asst. Football Coach-Frosh-PHS; Mike Tate-Asst. Football Coach - Frosh-LBHS; Jon Betschart-Asst. Football Coach-Varsity - LBHS; Greg Solis- Head Varsity Volleyball Coach-Girls-LBHS; Dustin Caropreso- Head Varsity Football Coach – LBHS; Kim McCullough-Yearbook Advisor-LBHS; Tony Robledo- Athletic Director-LBJH; Imani Percoats-Asst. Football Coach-Varsity-LBHS; Hector Gonzalez- Cross Country-Varsity - PHS; Mark Cicairos-Asst. Football Coach-Varsity-LBHS; Mike Medrano –Asst. Football Coach-Varsity-PHS; Jesse Bellinger-Head Volleyball Coach -8<sup>th</sup> Grade-LBJHS; Scott Brady- Asst. Football Coach-Varsity-PHS; Shirley Brand-Flag Team Adviser-CJHS and Asst. Band Director-LBHS; Cliff Brand-Band Director-CJHS; David Duke-Varsity Water Polo Coach-Girls-PHS;

Personnel Actions

Classified Report: New Hires: Antuna, Christina – SS, Behavior Support Assistant (6.0 Hrs), Avalos, Sandra – SS, Behavior Support Assistant (6.0 Hrs), Cruz, Zachary-LEAP Supervisor (8.0 Hrs), De La Torre, Elizar – LFE, Custodian (8.0 Hrs), Duke, Brandon – CJHS, Campus Security (6.0 Hrs), Erreca, Dana – SS, Behavior Support Assistant (6.0 Hrs), Hjelm, Aaron – SS, Behavior Support Assistant (6.0 Hrs), Hockless, Jalcia – SS, Behavior Support Assistant (6.0 Hrs), Leal, Bianca – SS, Behavior Support Assistant (6.0 Hrs), Ornelas, Angie – SS, Behavior Support Assistant (6.0 Hrs). Promotional: Escobar, Erica – DO, Human Resource Specialist (8.0 Hrs), Garcia, Maria – HME, Custodian (8.0 Hrs), Silva, Nanette – DO, Administrative Secretary (8.0 Hrs). Resigned: Alvarez, Montserrat- WUES, Paraprofessional – Effective 7/13/2018

The monthly Fiscal Report was submitted for Board information.

Fiscal Report

Trustees adopted the following revision to policies: AR-3320 and BP 3320 Claims And Actions Against The District.

Mandated Policy Changes/Updates (Second Reading)

Trustees approved the following agreements/proposals: Santa Cruz County Office of Ed. Outdoor Science School (CE), Oct. 22-26, 2017; Odell Planning & Research Inc.- VE CEQA; ICU Technologies, Inc. for Los Banos High School Security Cameras, Delta Bluegrass Co. for PHS Baseball Infield Reconstruction.

Agreements/ Contracts

Trustees approved the following overnight/out-of-state travel: CE 6<sup>th</sup> Graders, Santa Cruz County Outdoor Science Camp, Oct. 22-26, 2018; LBHS/PHS FFA National Convention and Leadership Trip, Indiana/Washington D.C., Oct 22 – Oct. 31, 2018; LBHS Varsity Girls Volleyball, Reno/Sparks NV Aug 31-Sept 2.

Travel

Trustees approved the donation from Morning Star to Los Banos Elementary for their Marquee.

Donations

Trustees approved the warrants for payment.

Warrants

On motion by Member Areias seconded by Member Benton Trustees Student Discipline, Cases: # 5191907692 it was determined that Pupil successfully participated in Pupil's rehabilitation plan ending the expulsion at the close of the 2017-18 school year. Pupil is directed to enroll at Los Banos High School for the 2018-19 school year on a behavior contract. Ayes: Mr. Areias; Benton, Martinez, Munoz, Parreira; Noes: Smith; Absent: Goin. Motion carried.

Reporting Closed  
Session

On a motion by Member Areias seconded by Member Smith Trustees approved the Litigation Settlement, Section 54956.9(a) of the California Government Code, Case #2018/051220 Ayes: Mr. Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

There were no future agenda items.

Future Agenda  
Items

The Board went into closed session at 7:52 P.M. and adjourned out of closed session at 8:47. No action was taken

The Meeting was adjourned at 8:47 P.M.

Adjournment

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SECRETARY

**LOS BANOS UNIFIED SCHOOL DISTRICT  
MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF EDUCATION  
August 27, 2018  
5:00 P.M.**

District Office  
Boardroom

Mr. Parreira called the meeting to order at 5:05 P.M.	Call to Order
PRESENT: Mr. Areias, Ms. Benton, Ms. Goin, Mr. Martinez ,Mr. Munoz, Mr. Parreira, Ms. Smith	Roll Call
ABSENT: None	
The audience was led in the Pledge of Allegiance by PHS Ag Teacher, Ms Caitlyn Freeman.	Pledge of Allegiance
On motion by Member Areias, seconded by Member Martinez, Trustees approved the agenda as submitted. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith. Noes: 0; Absent: 0 Motion carried.	Approval of Agenda
Caitlyn Freeman, Ag teacher from Pacheco High School spoke representing the Ag instructors at PHS. She expressed the concern that approving the proposed alternate #2 bid for the PHS Ag Facility Project would leave out some infrastructure including tying in to the water and sewer lines. She gave background to the PHS Ag program and how many students they served. Ms. Freeman also said that the design allows for expansion and growth and will serve students for many years to come. She asked the Board to consider approving the bid that would complete the project in its entirety so that it will best serve the current and future students at PHS.	Public Forum
On motion by Member Areias, seconded by Member Munoz, Trustees approved the low bid of Alternate #1 of \$1,427,000.00 from D.H. Williams Construction for the Pacheco High School Ag Facility Project and authorized the Superintendent or Designee to sign contract documents and issue the Notice to Proceed. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0	Award Recommendation
On motion by Member Martinez, seconded by Member Smith, Trustees approved Resolution #39-18 authorizing the opening of the 2018 Bond Fund-Fund #23. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0	Resolution #39-18 2018 Bond Fund
The meeting was adjourned at 5:40 P.M.	Adjournment

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Secretary

# LOS BANOS UNIFIED SCHOOL DISTRICT

## REPORT OF CERTIFICATED EMPLOYMENT FOR BOARD APPROVAL – September 13, 2018

*Asst Superintendent, Tammie Calzadillas  
Human Resources*

### APPOINTMENT:

Silva Cisneros, Sandra – English/Drama Teacher – Pacheco High School – effective 8/22/2018  
Tachella, Anthony – English Teacher – Pacheco High School – effective 8/28/2018  
Graves, Star – Mental Health Counselor – District Wide – effective 9/4/2018

### RESIGNATION:

Phillips, Elizabeth – Art Teacher, Los Banos High School – effective 6/30/2018  
Guido, Kerri – Elementary Teacher, Mercey Springs Elementary – effective 6/30/2018  
Mendoza, Rafael – Math Teacher, Creekside Elementary – effective 8/31/2018

### EXTRA DUTY

#### APPOINTMENTS:

**Aaron Cotta**- Pentathlon Coach-LFE; **Michael Lemos**-Head JV Football Coach –LBHS; **John Wenig**-Asst. Football Coach-Varsity-PHS ; **Anthony Silva**-Athletic Trainer/Equipment, HS - LBHS; **Danielle Cavazos**-Band Director, High School-LBHS; **Tammie Schultz**-Pentathlon Coach-WUES; **Cassandra Voelcker**-Head Varsity Volleyball Coach, Boys-PHS and Volley Coach, Girls-FROSH-PHS; **Joanne F. Patino** – Theatre Director, High School –LBHS; **Sandra Anaya**-Asst. Volleyball Coach Jr. High, 7<sup>th</sup> Grade-CJHS; **Oyuky Sandoval**-Head Volleyball Coach, JHS, 7<sup>th</sup> Grade-CJHS; **Ila Nelson**-Scholarship Advisor-PHS and Yearbook Advisor-PHS; **Brian Clark**-Band Director-Junior High School-LBJHS; **Jose Luna III**-Head Varsity Track Coach, HS-LBHS; **Kevin Coleman**-Head Varsity Basketball Coach, HS Boys-LBHS; **Barbara Mello**-Asst. Volleyball Coach, JHS 8<sup>th</sup> Grade-LBJHS and Asst. Softball Coach, 8<sup>th</sup> Grade-LBJHS; **Sandra Baca**-Asst. Volleyball Coach, JHS 7<sup>th</sup> Grade-LBJHS; **Serryna Gonzalez**-Frosh Volleyball Coach, Girls HS-LBHS; **Laurence Mitchell**-Asst. Varsity Football Coach, HS-LBHS and Head JV Basketball Coach, Boys HS-PHS; **Rogelio Garibay Ochoa**-Band Director, High School-PHS; **Douglas Fuentes**-Asst. Frosh Football Coach, HS-LBHS and Head Basketball Coach, JHS, 8<sup>th</sup> Grade Boys-LBJHS; **Dario A. Costa Jr.**-Asst. Band Director, HS-PHS; **Manuel J. Garcia**-Head Soccer Coach, JHS Boys-LBJHS; **Tyrell Jenkins** – Head JV Football Coach, HS-PHS and Head Varsity Basketball Coach, HS Boys-PHS; **Jamie Davies**-Head Volleyball Coach, 7<sup>th</sup> Grade-LBJHS; **Marc Heguy**-Head Soccer Coach JHS, 8<sup>th</sup> Grade-CJHS; **Paulina Taylor**-Activities Director-CJHS and Asst. Softball Coach, JHS 7<sup>th</sup> Grade-CJHS and Asst. Basketball Coach, JHS 7<sup>th</sup> Grade Girls-CJHS; **Jennifer Leyva**-Asst. Soccer Coach, JHS 8<sup>th</sup> Grade-CJHS; **Steven Baughman**-Varsity Water Polo Coach, Girls HS-LBHS; **Paula Chavez**-Asst. Volleyball Coach, JHS 8<sup>th</sup> Grade-CJHS; **Mike Bonillas**-8<sup>th</sup> Grade Basketball Coach, Boys-CJHS and Varsity Golf Coach, Girls HS-LBHS; **Charles Castaneda**-Head FROSH Football Coach-PHS and Head Varsity Wrestling Coach-PHS; **Cynthia Hernandez**-Head Soccer Coach, Girls-PHS; **Michael Perkins**-Head Soccer Coach, Boys-PHS; **Gerardo Reyes**-Head JV Basketball Coach-Girls-LBHS; **Lindsay Olds**-Pentathlon Coach-MSE; **Paul Sevier**-Head Soccer Coach-HS Boys-LBHS; **Ronnie Barton**-Asst. Varsity Football Coach, HS-PHS; **Carlos Arceo**-Asst. Soccer Coach, JHS-LBJH; **Armando Fuentes Jr.** – Head Soccer Coach, 7<sup>th</sup> Grade-CJHS and Head Baseball Coach, 8<sup>th</sup> Grade-CJHS; **Mikell Benton**-Head Volleyball Coach, 8<sup>th</sup> Grade-CJHS, **Jordan Macias**-Asst. FROSH Football Coach-PHS; **David M. Duke**-Varsity Water Polo Coach, Boys HS; **Edward Mentz Jr.**-Asst. JV Football Coach-LBHS; **Katherine Bartlett**-Pentathlon Coach-CJHS; **Efrain Ulloa**-Asst. Soccer Coach, 7<sup>th</sup> Grade-CJHS; **Jennifer Barcellos**-Activities Director-CJHS-

# LOS BANOS UNIFIED SCHOOL DISTRICT

## DIVISION OF HUMAN RESOURCES

### REPORT OF CLASSIFIED EMPLOYMENT FOR BOARD APPROVAL – September 13, 2018

Tammie Calzadillas, Assistant Superintendent

#### New Hires:

Accardo, David – TK Center, Custodian (6.0 Hrs)  
Simpson, Tabatha – TR, Bus Driver (6.0 Hrs)

#### Appointments:

#### Promotional:

Carlos, Emma – LBE, Office Specialist (8.0 Hrs)  
Dardon, Mario – LBJH, Media Specialist/Paraprofessional (8.0 Hrs)  
Honeycutt, Sandra – MSE, Paraprofessional (3.25 Hrs)  
Morales, Karina – FS, Child Nutrition Worker (5.0 Hrs)  
Rubio, Xochitl – LBE, Paraprofessional (6.0 Hrs)

#### Retired:

#### Termination:

#### Resigned:

Crosby, Danny – PHS, Campus Security – Effective 9-3-18  
Dunn, Porchesia – LFE, Paraprofessional – Effective 8-31-18  
Hazan, Emma – LFE, Paraprofessional – Effective 8-31-18

#### Leave of Absence:



## 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: September 13, 2018

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		113,778,785.00	8,531,598.35	105,247,186.65	7.49
FEDERAL REVENUES :	5,487,500.00	91,775.00-	5,395,725.00	92,119.64	5,303,605.36	1.70
OTHER STATE REVENUES :	15,200,891.00		15,200,891.00	235,166.00	14,965,725.00	1.54
OTHER LOCAL REVENUES :	851,802.00		851,802.00	21,815.59	829,986.41	2.56
* TOTAL YEAR TO DATE REVENUES	* * 135,318,978.00 *	91,775.00-	* 135,227,203.00 *	8,880,699.58 *	126,346,503.42 *	6.56

EXPENDITURE DETAIL

CERTIFICATED SALARIES :	52,793,069.00		52,793,069.00	8,106,544.31	44,686,524.69	15.35
CLASSIFIED SALARIES :	17,485,493.00		17,485,493.00	2,893,965.84	14,591,527.16	16.55
EMPLOYEE BENEFITS :	37,719,861.00		37,719,861.00	5,135,732.39	32,584,128.61	13.61
BOOKS AND SUPPLIES :	10,575,960.00	624,411.00-	9,951,549.00	800,370.16	9,151,178.84	8.04
SERVICES, OTHER OPER. EXPENSE:	8,604,900.00	524,368.00	9,129,268.00	2,204,533.48	6,924,734.52	24.14
CAPITAL OUTLAY :	1,912,000.00	14,000.00	1,926,000.00	124,838.24	1,801,161.76	6.48
OTHER OUTGOING :	1,730,000.00		1,730,000.00	150,724.00	1,579,276.00	8.71
DIRECT SUPPORT/INDIRECT COSTS:	351,742.00-		351,742.00-	.00	351,742.00-	0.00
PRIOR YEAR EXPENDITURE :	987,288.00		987,288.00	609,966.26	377,321.74	61.78
* TOTAL YEAR TO DATE EXPENDITURES	* * 131,456,829.00 *	86,043.00-	* 131,370,786.00 *	20,026,674.68 *	111,344,111.32 *	15.24

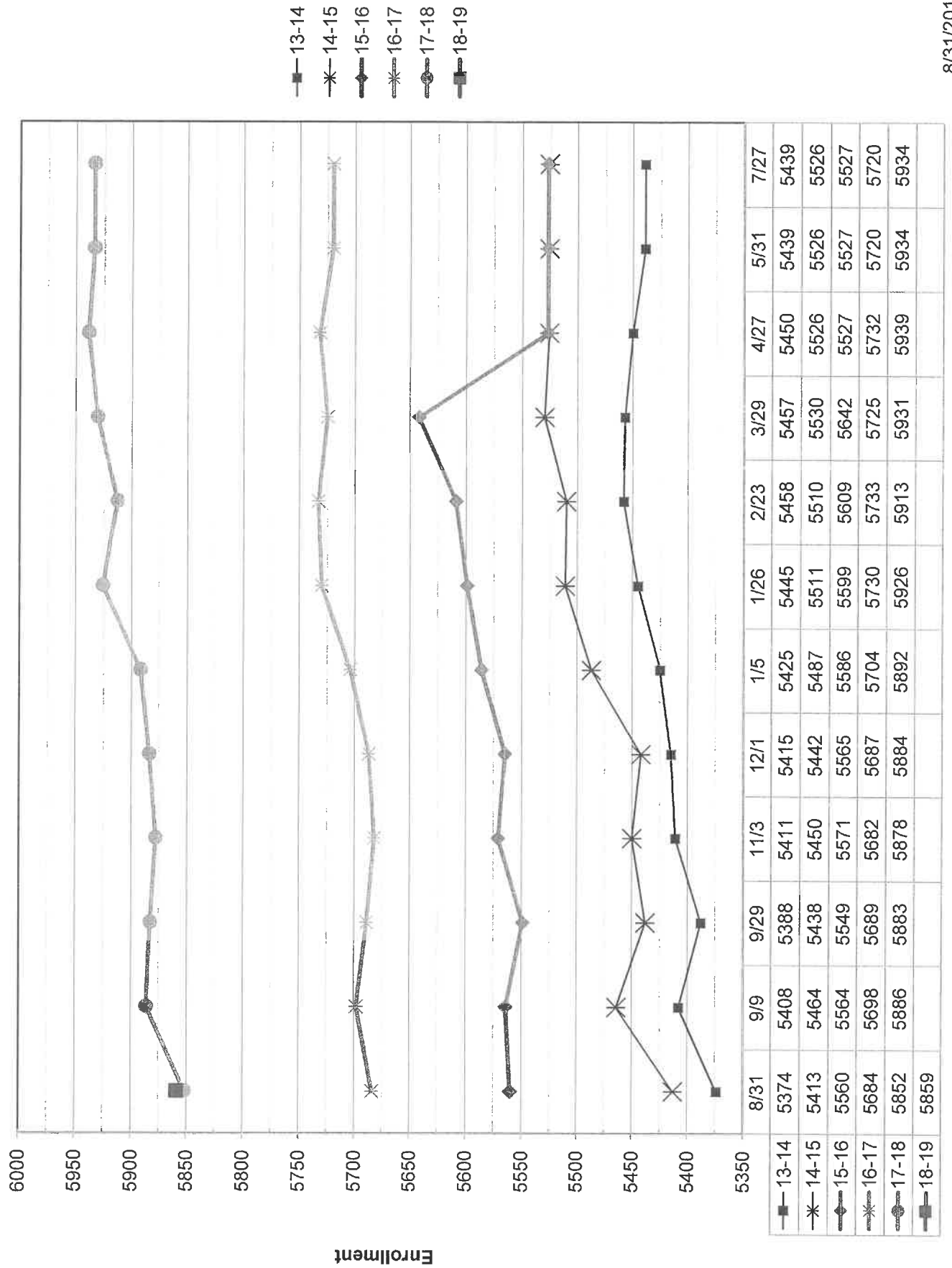
OTHER FINANCING SOURCES ( USES )

INTERFUND TRANSFERS - OUT :	3,515,000.00-		3,515,000.00-	.00	3,515,000.00-	0.00
CONTRIB. - RESTRICTED PROGRAMS:	.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING	* 3,515,000.00-*	.00 *	* 3,515,000.00-*	.00 *	3,515,000.00-*	0.00

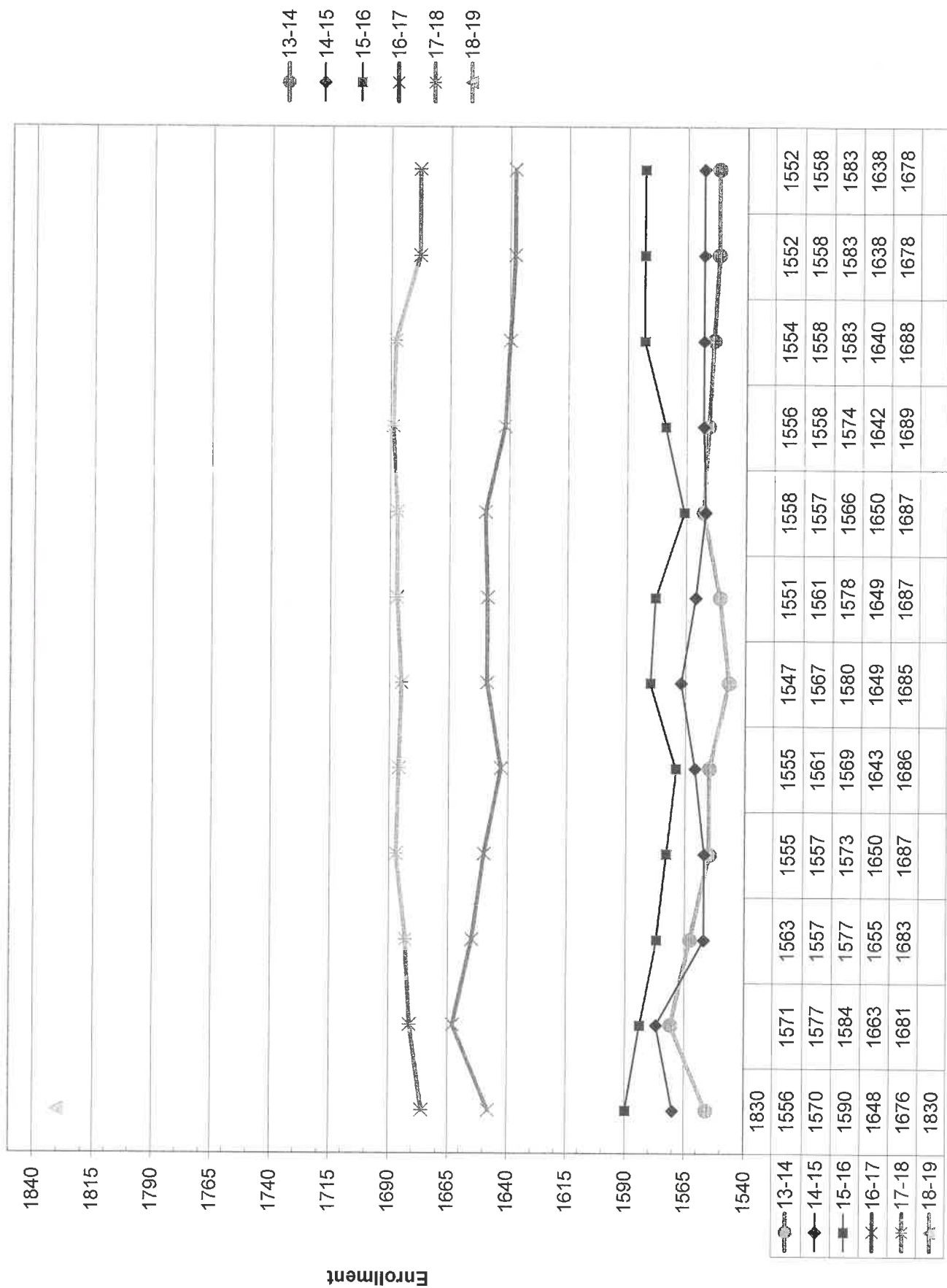
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	21,505,129.16	12,680,522.83-	8,824,606.33
9130	REVOLVING CASH ACCOUNT	25,000.00	.00	25,000.00
9135	CASH W/ FISCAL AGENT		31.24-	31.24-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	1,815,033.58	241,557.15-	1,573,476.43
9310	DUE FROM OTHER FUNDS	33,616.28	.00	33,616.28
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,249,998.03-	1,804,745.67	445,252.36-
9522	STRS REF EXCESS CONTRIBUTION	863.90-	.00	863.90-
9550	USE TAX LIABILITY	4,052.00	20,785.04-	16,733.04-
9553	REPAY	996.83-	164.61	832.22-
9554	INSURANCE	16,304.04	12,555.03	28,859.07
9556	MISC DISTRICT VOL-DEDS (1)		4,892.25-	4,892.25-
9564	RETIREE LIABILITY	111,422.31-	15,651.90-	127,074.21-
9610	DUE TO OTHER FUNDS	293.25-	.00	293.25-
9650	UNEARNED (DEFERRED) REVENUE	2,012,143.08-	.00	2,012,143.08-
* NET YEAR TO DATE FUND BALANCE	* *	19,025,667.66 *	11,145,975.10-*	7,879,692.56 *
* EXCESS REVENUES/(EXPENDITURES)	* *	19,025,667.66 *	11,145,975.10-*	7,879,692.56 *

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	91,775.00-	135,227,203.00	8,880,699.58	126,346,503.42	6.56
B.	EXPENDITURES	131,456,829.00	86,343.00-	131,370,786.00	20,026,674.68	111,344,111.32	15.24
C.	EXCESS REVENUES ( EXPENDITURES )	3,862,149.00	5,732.00-	3,856,417.00	11,145,975.10-	15,002,392.10	0.00
D.	OTHER FINANCING SOURCES ( USES )	3,515,000.00-	.00	3,515,000.00-	.00	3,515,000.00-	0.00
E.	NET CHANGE IN FUND BALANCE	347,149.00	5,732.00-	341,417.00	11,145,975.10-	11,487,392.10	0.00
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	5,732.00-	341,417.00	11,145,975.10-	11,487,392.10	0.00

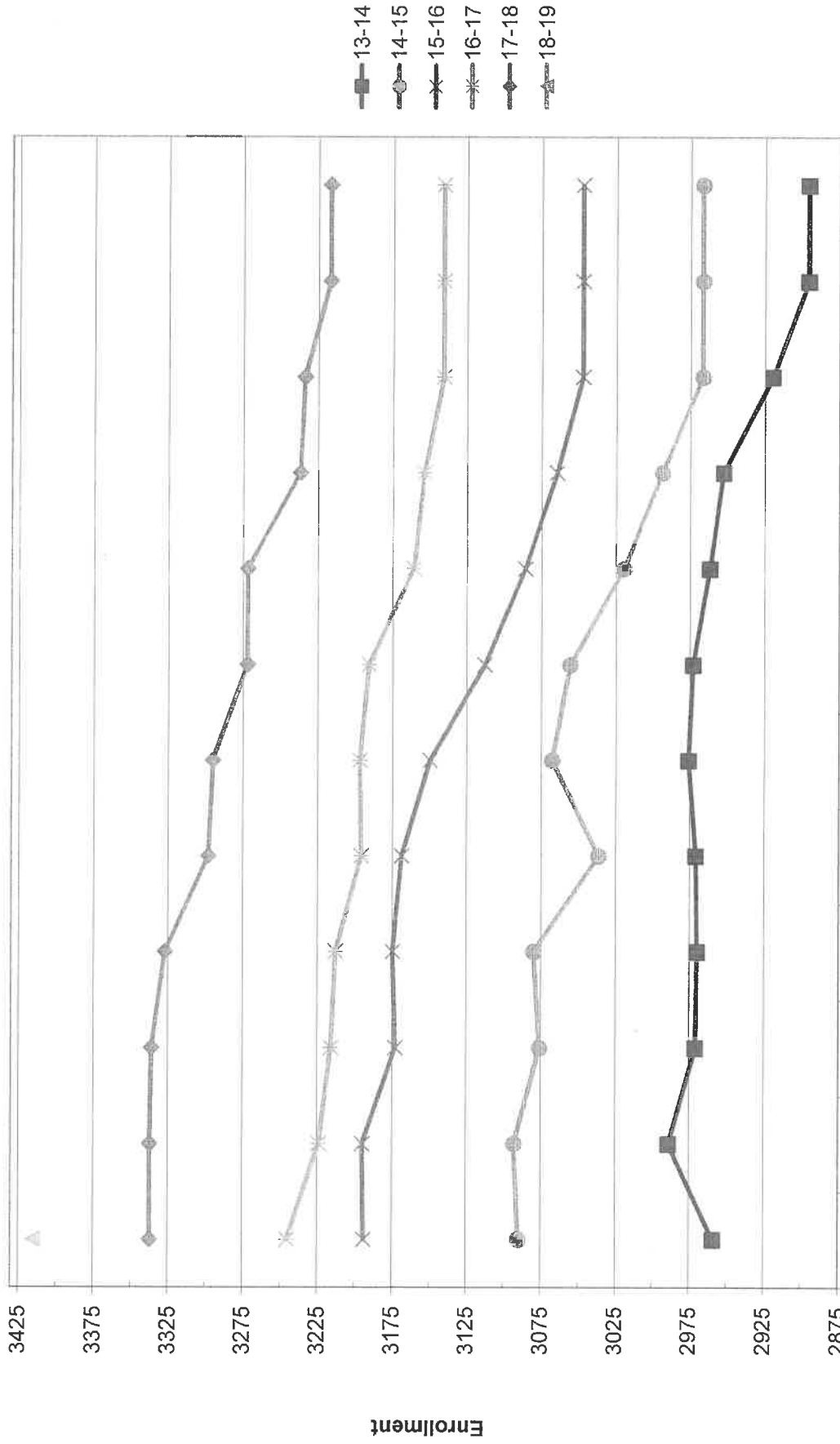
# K-6 Enrollment (including SDC) by Month



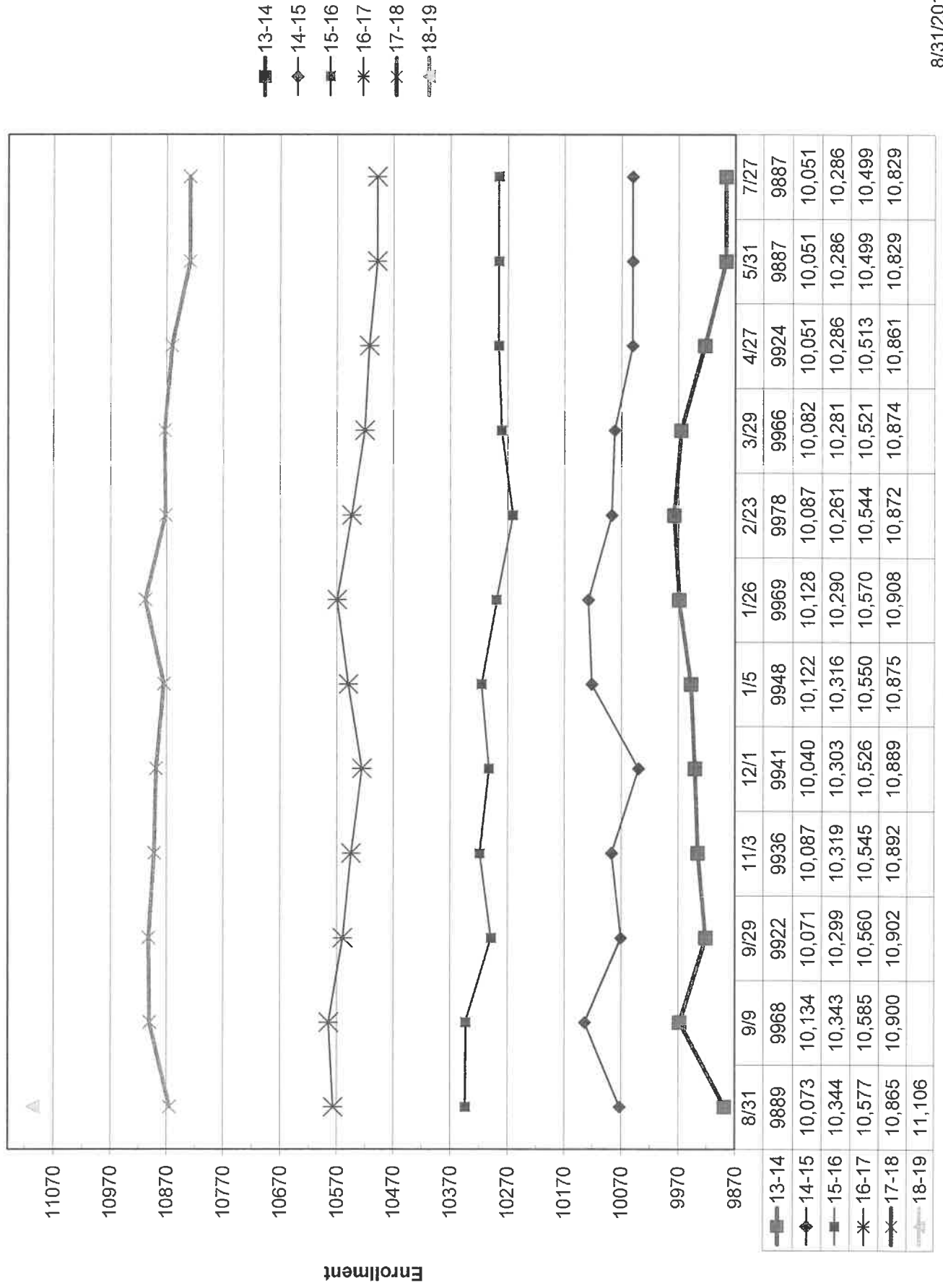
# 7-8 Enrollment (including SDC)



# 9-12 Enrollment (including SDC)



# K-12 Enrollment (including SDC) by Month



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
JUL	\$109,941.25	7.48%	7.48%	\$5,731.20	0.25%	0.25%	\$274,657.79	8.01%	8.01%	\$308,497.57	52.29%	52.29%
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	47.71%	100.00%
SEP	\$37,320.27	2.54%	17.19%	\$47,479.74	2.07%	3.48%	\$275,404.32	8.03%	22.13%		0.00%	100.00%
OCT	\$19,825.11	1.35%	18.54%	\$51,686.41	2.25%	5.74%	\$218,715.47	6.38%	28.50%		0.00%	100.00%
NOV	\$28,945.89	1.97%	20.51%	\$186,628.12	8.14%	13.88%	\$197,943.82	5.77%	34.28%		0.00%	100.00%
DEC	\$82,174.85	5.59%	26.11%	\$60,503.79	2.64%	16.51%	\$217,111.35	6.33%	40.61%		0.00%	100.00%
JAN		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	18.53%	59.13%		0.00%	100.00%
FEB	\$61,428.06	4.18%	30.29%	\$273,114.28	11.91%	44.38%	\$247,502.17	7.22%	66.35%		0.00%	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%		\$589,992.57	100.00%	



## **Board Reference Material**

**SUBJECT TITLE:** 2016-17 and 2017-18 Gann Limit

**REQUESTED ACTION:** Adopt 2017-18 and 2018-19 Gann Limit Resolution

Action   X   Discussion/Information                     

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### **RECOMMENDATION:**

The Board is asked to adopt the 2017-18 and 2018-19 Gann Appropriations Limit Resolution.

### **BACKGROUND INFORMATION:**

The District is required to calculate and approve an Appropriations Limit each year. The calculation is included for your information.

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

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

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

None.

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

None.

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ORIGINATOR: Amer Iqbal, Director of Fiscal Services  
Date: September 13, 2018

**LOS BANOS UNIFIED SCHOOL DISTRICT**

1717 South Eleventh Street  
Los Banos, California 93635-4800

**RESOLUTION # 40-18**

**RESOLUTION FOR ADOPTING THE "GANN" LIMIT**

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

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

WHEREAS, the District must establish a revised Gann limit for the 2017-18 fiscal year and a projected Gann Limit for the 2018-19 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2017-18 and 2018-19 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2017-18 and 2018-19 fiscal years do not exceed the limitations imposed by Proposition 4;

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

Passed and adopted this 13th day of September, 2018, at a regular meeting by the following vote:

Ayes \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

Abstain \_\_\_\_\_

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

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2016-17 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2016-17 Actual</b>			<b>2017-18 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	74,410,733.17		74,410,733.17			79,471,183.90
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	10,102.58		10,102.58			10,405.51
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2016-17</b>			<b>Adjustments to 2017-18</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2017-18 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	<b>2017-18 P2 Report</b>			<b>2018-19 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line A6)	10,405.51		10,405.51	10,592.00		10,592.00
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			10,405.51			10,592.00
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b> TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	<b>2017-18 Actual</b>			<b>2018-19 Budget</b>		
1. Homeowners' Exemption (Object 8021)	90,529.48		90,529.48	0.00		0.00
2. Timber Yield Tax (Object 8022)	11.11		11.11	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	10,714,114.85		10,714,114.85	12,278,785.00		12,278,785.00
5. Unsecured Roll Taxes (Object 8042)	805,230.10		805,230.10	0.00		0.00
6. Prior Years' Taxes (Object 8043)	17,360.80		17,360.80	0.00		0.00
7. Supplemental Taxes (Object 8044)	285,739.41		285,739.41	0.00		0.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	0.00		0.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	796,947.53		796,947.53	180,000.00		180,000.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	12,709,933.28	0.00	12,709,933.28	12,458,785.00	0.00	12,458,785.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	12,709,933.28	0.00	12,709,933.28	12,458,785.00	0.00	12,458,785.00

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			119,091.56			126,282.29
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			119,091.56			126,282.29
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	92,432,373.00		92,432,373.00	101,500,000.00		101,500,000.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	0.00		0.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	92,432,373.00	0.00	92,432,373.00	101,500,000.00	0.00	101,500,000.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	124,319,360.14		124,319,360.14	135,318,978.00		135,318,978.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	131,900.77		131,900.77	55,000.00		55,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			74,410,733.17			79,471,183.90
2. Inflation Adjustment			1.0369			1.0367
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0300			1.0179
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			79,471,183.90			83,862,517.55
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			12,709,933.28			12,458,785.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,248,661.20			1,271,040.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			66,880,342.18			71,530,014.84
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			66,880,342.18			71,530,014.84
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			84,533.65			34,150.88
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			12,794,466.93			12,492,935.88
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			66,795,808.53			71,495,863.96
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			12,794,466.93			
b. State Subventions (Line D8)			66,795,808.53			
c. Less: Excluded Appropriations (Line C23)			119,091.56			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			79,471,183.90			

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>10. Adjustments to the Limit Per Government Code Section 7902.1</b> (Line D9d minus D4; if negative, then zero)  If not zero report amount to: Michael Cohen, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
<b>Summary</b>						
<b>11. Adjusted Appropriations Limit</b> (Lines D4 plus D10)			79,471,183.90			
<b>12. Appropriations Subject to the Limit</b> (Line D9d)			79,471,183.90			83,862,517.55

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

Amer Iqbal  
Gann Contact Person

(209)826-3801 Ext 7022  
Contact Phone Number

## **Board Reference Material**

**SUBJECT TITLE:** Agreements: MCOE, Jack L. Boyd Outdoor School (RME)

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended the Board approve the agreements between Merced County Office of Education and Los Banos Unified School District for use of the Jack L. Boyd Outdoor School at Green Meadows by R.M. Miano Elementary School. Beginning Tuesday, February 19, 2019 and returning Friday, February 22, 2019.

### **BACKGROUND INFORMATION:**

Jack L. Boyd Outdoor School is located minutes away from world-renowned Yosemite National Park. Said school has established a reputation of providing students with an opportunity to receive hands on science and environmental education in a picturesque setting. R.M. Miano Elementary School students will gain a deeper understanding and appreciation of grade level science, math, and ELA standards.

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

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

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

N/A

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

N/A

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ORIGINATOR: Antonio Rosales, Principal, R.M. Miano Elementary School.  
Date: September 13, 2018

**AGREEMENT BETWEEN MERCED COUNTY OFFICE  
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT  
(R.M. Miano Elementary) FOR USE OF CAMP GREEN MEADOWS  
OUTDOOR SCHOOL COMMENCING  
February 19, 2019 AND ENDING February 22, 2019**

This Agreement is made and entered into on this 26th day of March 2018, 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 February 19, 2019 at 11:00 a.m. and ending February 22, 2019 at 11:30 a.m. R.M. Miano Elementary may be sharing facilities at Camp Green Meadows Outdoor School with another school and should coordinate with said school(s) for cabin leaders, nurse and field trips.

**1.2 Payment for Use.**

District will pay MCOE \$206.00 per student for a minimum of 100 students for a total of \$20,600.00. **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 \$1,030.00 (five percent (5%) of the total contract amount) on or before **August 15, 2018** 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 \$19,570.00 (the balance of the total contract price of \$20,600.00 less the deposit of \$1,030.00) 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.

Field Trip Costs	
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
Glacier Point all day	\$400.00/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: Antonio Rosales  
Title: Principal  
Phone: (209) 485-1977  
Cell Phone: Same

**CONTACT 2:**

Name: Christopher Houston  
Title: Assistant Principal  
Phone: (209) 826-3877  
Cell Phone: (209) 675-6313

### 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:   
Title: Assistant Superintendent

By:   
Title: Principal

RETURN ADDRESS:

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

## **Board Reference Material**

**SUBJECT TITLE:**      **MCOE Information Technology Contract 2018-2019**

**REQUESTED ACTION:**    Approve

                         Action      X  

                         Discussion/Information                   

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### **RECOMMENDATION:**

It is recommended the Board approve the 2018-2019 MCOE Information Technology Contract.

### **BACKGROUND INFORMATION:**

The Merced County Office of Education provides Information Technology Services for accounting, budgeting, payroll, warrants, financial, personnel information and Internet connectivity. Each year we enter into a contract for these services.

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

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

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

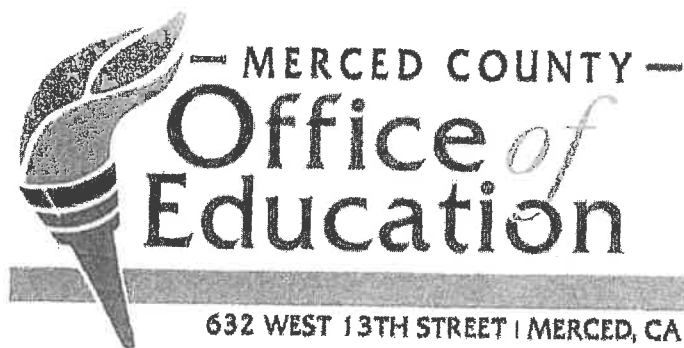
None

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

The contract fee is 33,184.34. This contract amount is included in our 2018-2019 budget.

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ORIGINATOR: Don Laursen, Assistant Superintendent Administrative Services  
Date September 13, 2018



Steve M. Tietjen, Ed.D. | County Superintendent of Schools

632 WEST 13TH STREET | MERCED, CA 95341 | (209) 381-6600 | WWW.MCOE.ORG

Memorandum of Agreement  
Between  
Merced County Office of Education  
Business Services Department/Information and Technology Services  
And  
Los Banos Unified School District

Terms and Conditions:

**1. Description of the Parties and Premises:**

This Memorandum of Agreement ("MOA") is between the Merced County Office of Education, hereinafter called "MCOE", and Los Banos Unified School District, hereinafter called "District", and together jointly referred to as "Parties".

**2. Term:**

The term of this MOA shall begin July 1, 2018, or upon execution of this MOA by the Parties, whichever date is later, and end June 30, 2019.

**3. Payment:**

MCOE agrees to provide the services described under Section 5.1 and any services selected by District under Section 5.2.1, 5.2.2, 5.2.3, or 5.2.4 of this MOA. The rate to be charged for the services is enumerated under Section 5.

Services will be charged and paid for on a quarterly basis and be paid for via a cash transfer initiated by the MCOE Internal Fiscal Services Department unless stipulated otherwise in this MOA.

**4. Termination:**

Either Party may terminate services covered under Section 5.2.1, 5.2.2 or 5.2.4 of this MOA at any time with thirty (30) days written notice, with or without cause. The District understands when contracting for optional services under 5.2.3, which require MCOE to enter into an annual or multi-year agreement with a third-party vendor, the district may not terminate services unless a mutually agreeable arrangement is made between MCOE and the District.

NURTURE • SERVE • LEAD

Equal Employment Opportunity



## 5. Services Provided:

### 5.1 WAN Port/ QSS Financial System:

- WAN Port connectivity from MCOE to the District.  
\$685.32/ per quarter
- Connection to the QSS Financial System.  
\$32,526.02/ per year

### 5.2 Description of Optional Services and Pricing

The list below is a summary of optional services offered by MCOE. The District will only be charged for the services utilized under sections 5.2.1, 5.2.2 or 5.2.3:

- **Continue** — services currently provided by MCOE and continuing in FY 2018-2019. (2018-2019 cost in Red)
- **Add** — services District would like to **add** to 2018-2019; an MCOE Information Technology Services (ITS) representative will contact you.
- **Cancel** — services the District would like to **cancel** in FY 2018-2019.

#### 5.2.1 Please check the appropriate box below.

Email/Voicemail*	Cost FY 2018-2019	Continue	Add	Cancel
VoIP Hosting Only \$23.00/per user	N/A			
Email/Archive \$19.00/per user	N/A			
Email First time set-up fee is \$500				
Email/VoIP/Archive \$27.00/per user	N/A			
VOIP First time set-up fee is TBD				
*Adds/Moves/Changes \$52 hour				

### 5.2.2 Please check the appropriate box below.

Help Desk/Tech Support	Continue	As Needed	Increase	Cancel
\$52.00 per hour (actual Time)		X		
* See custom services below*				

Custom Contracted Support Services				
Hourly Rate: \$52.00				
	Reservation:	Monthly Hours	10 month	12 month
A	1 day/mo	7	\$3,640.00	\$4,368.00
B	Two half days/mo	8	\$4,160.00	\$4,992.00
C	One half day/mo	4	\$2,080.00	\$2,496.00
D	2 days/mo	14	\$7,280.00	\$8,736.00
E	One half day/week	16	\$8,320.00	\$9,984.00

### 5.2.3 Description of Optional Services and Pricing – Third-Party Vendors

Please check the appropriate box below. See section 4 on page one of this Agreement.

Multi-Year Agreements	FY 17-18 Cost	FY 18-19	FY 19-20	Add 18-19
Antivirus \$4.66 per machine/year	N/A	N/A	N/A	
Content Filtering \$4.66 per ADA/year	N/A	N/A	N/A	

### 5.2.4 Virtual Hosting Servers

In the table below you will see several columns. The **Base Cost** column reflects the cost of a base virtualized system, which includes: 2 CPU, 4 GB RAM (memory), 100GB disk space, hardware, licensing, and extended warranty costs. **CPUs**, **GB RAM**, and **GB HD** (disk space) is the exact amount of resources that have been allocated for the server. The next three **Cost** columns reflect additional charges over the base. The total annual charge is shown in the **Annual** column.

Virtual Servers		Continue	Add	Cancel					
QTY	Description	Base Cost	CPU	COSTCPU	GB RAM	COSTGB	GBHDD	HDDCOST	ANNUAL

### 5.3 Video Surveillance Systems:

The MCOE ITS Department also has developed some expertise in the design and implementation of video surveillance systems. If the District is interested in MCOE ITS developing or supporting a video surveillance system, please check the box below and an ITS representative will contact the District with further information.

Video Surveillance	Request Quote
Requires a custom agreement.	

#### 5.4 E-Rate Services

The MCOE ITS Department provides the following E-Rate support:

- Create Request For Proposal (RFP) if needed
  - Site-walk to determine needs for Internal Connections (equipment)
  - Create RFP with equipment specifications
  - Create RFP for telecommunication specifications based on current and future needs
  - Create RFP for Basic Maintenance of Internal Connections
  - Posting of RFP on Website or making available to vendors
  - Site-Walk with Vendors

File the necessary E-Rate forms and associated tasks for the forms as outlined below:

- File form 470 "Description of Services Requested Form"
- File form 471 "Description of Services Ordered Form"
  - Bid Evaluations
  - Binder Creation for document retention of forms
  - PIA (Program Integrity Assurance) Reviews
  - Appeals
- File form 486 "Receipt of Services Confirmation"
  - Service provider grids (telephone services)
  - Purchase Order guidance
  - Service Substitutions
- BEAR form "Billed Applicant Reimbursement Form"
  - Form 498 registration to receive payments
- Service Delivery Certifications (SDC)
- Document Retention for ten years after start of receipt of services
- Time for E-Rate paperwork will be billed at \$52 an hour (Telecomm Only, 20 hours per year)
- Dark Fiber, High Speed Connections, and Internal Connections will be billed at \$52 an hour approximately 40 hours

If the District is interested in MCOE ITS providing E-Rate support, please check the box below and an ITS representative will contact the District with further information.

E-Rate Services	Request a Quote
Requires a custom agreement.	

**6. HOLD HARMLESS:**

District agrees to indemnify, defend, and hold harmless MCOE from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of District, its officers, boards, agents, employees, servants or invitees, in connection with its obligations under this MOA, or in connection with its ownership of the premises and activities related thereto which MCOE may sustain because of bodily injury, including death, sustained by any person or persons, including employees of District, or on account of damage to property of others, including loss of use thereof, except to the extent that injuries to person or damage to property are caused by the sole negligent acts or intentional misconduct of MCOE, its officers, boards, agents, or employees.

**Agreement Signature and Cash Transfer Budget Code Authorization**

By signing below MCOE and District agree to the services and terms of this MOA. District agrees to provide appropriate budget codes authorizing a cash transfer to take place at the end of each billing period as compensation to MCOE for services within this MOA.

Merced County Office of Education

By:

Janet Riley

Assistant Superintendent Business Services

Los Banos Unified School District

By:

Garth Gones

Title

Date

Date

Budget Code(s) for services:

WAN Port - 01-0000-0-5861.00-0000-7700-000-000-000 \$33,184.34  
QSS Franciscans

Name of district representative authorized to schedule services

## **Board Reference Material**

**SUBJECT TITLE:**    **2017-20 School Resource Officers Agreement-First Amendment**

**REQUESTED ACTION:**    Approve

Action      X  

Discussion/Information                   

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### **RECOMMENDATION:**

It is recommended the Board approve the First Amendment to the 2017-20 Agreement with the City of Los Banos for two School Resource Officers (SRO's).

### **BACKGROUND INFORMATION:**

The presence of a uniformed officer is vital to the safety of students and staff at the Los Banos campuses, because the officer demonstrates to the parents and public of the community that the District is serious about sustaining safe and drug free campuses, because the officer is an immediate connection to additional law enforcement and fire services, if needed, District Administration recommends the District approve the agreement with the City of Los Banos for the 2017-20 school years.

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

This item is supported by Board Goal number 3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning.

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

None

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

For many years the S.R.O. position has been jointly funded by the City and District. This year the City is funding 20%, with the District picking up the larger portion. Total compensation is \$271,287; the District's share is \$217,029 which will be charged to the general fund. The Amendment reflects the increase liability insurance coverage required for the position.

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ORIGINATOR: Mark Marshall Ed.D, Superintendent

Date: September 13, 2018

**FIRST AMENDMENT  
TO AGREEMENT BETWEEN THE CITY OF LOS BANOS  
AND THE LOS BANOS UNIFIED SCHOOL DISTRICT  
TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM  
JULY 1, 2017 – JUNE 30, 2020**

THIS FIRST AMENDMENT entered into this 29th day of August, 2018, by and between the Los Banos Unified School District, a public school district, (District) and the City of Los Banos, a municipal corporation, (City).

**RECITALS**

WHEREAS, City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.

WHEREAS, District is a political subdivision of the State of California located in Merced County, California, and is organized and exists pursuant to the laws of the State of California.

WHEREAS, on July 13, 2017 the City and the District entered into an Agreement to Participate in the School Resource Officer Program July 1, 2017 – June 30, 2020 (“SRO Agreement”)

WHEREAS, City and District now desire to amend the Agreement for the remaining term.

**NOW, THEREFORE,** In consideration of the mutual promises contained herein and the exchange of good and valuable consideration, the receipt of which is acknowledged by each party, the City and District agree as follows:

1. The foregoing recitals are true and correct.
2. This First Amendment shall be effective immediately upon execution by both parties.
3. Section 5 of the Agreement is hereby amended in its entirety to read as follows:

**“5. INDEMNITY – EDUCATIONAL SRO.**

a. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer’s performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

b. The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

c. If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

d. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.”

4. The following Section 5.1 is added in its entirety to read as follows:

**“ 5.1 INDEMNITY – GENERAL SERVICES (Additional Services)**

a. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City’s duties contained in the Agreement, except such loss or damage which was caused by the active negligence by City Personnel, or the gross or willful misconduct of City Personnel.

b. The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by City Personnel or the gross or willful misconduct of City Personnel during the providing of services or performance of work hereunder.

If the District rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care



and/or were immune from liability, the District shall reimburse the City and/or City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intend to waive any immunities to which they would be entitled in the absence of the Agreement.

5. The following Section 5.2 is added in its entirety to read as follows:

**"5.2. GENERAL LIABILITY REQUIREMENTS**

Each party shall maintain general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Each party's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 or its equivalent to provide that the other party and its officers, officials, employees, and agents shall be additional insureds under such policies."

6. The following Section 12 is added in its entirety to read as follows:

**"12. INTEGRATION OF PRIOR TERMS AND CONDITIONS**

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent."

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

CITY:

**City of Los Banos,**  
a municipal corporation

Dated:

By:



Alex Terrazas,  
City Manager

DISTRICT:

**Los Banos Unified School District,**  
a public school district

Dated: August 29, 2018

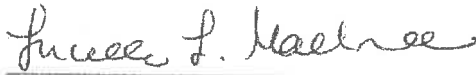
By:



Dr. Mark Marshall,  
Superintendent

ATTEST.

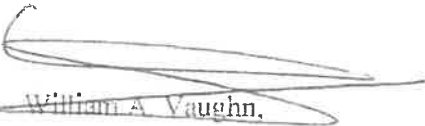
By:



Lucille Mallonee,  
City Clerk

APPROVED AS TO FORM:

By:



William A. Vaughn,  
City Attorney

## **Board Reference Material**

**SUBJECT TITLE:**        **Student Teacher Agreement**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information                     

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### **RECOMMENDATION:**

It is recommended the Board approve a Student Teaching Agreement with **National University** for the 2018-19 school year.

### **BACKGROUND INFORMATION:**

The **National University** Education programs are accredited by the National Council for the Accreditation of Teacher Education. Each student teacher is to work under the direct and continuing supervision of a **National University** Student Teacher Supervisor and Support Provider who will provide general support at the classroom level.

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

Supports Board Goal #7: 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:        Tammie Calzadillas, Assistant Superintendent of Human Resources  
Date:                September 13, 2018



## INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective August 16, 2018 (“**Effective Date**”) by and between Los Banos Unified, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Merced (individually or collectively, “**District**”), Los Banos Unified and National University (“**University**”), a California nonprofit, private university.

### RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days written notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
2. Placement of Interns. **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **District** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
  - a. Recommendation to a Program by a **District** designee.
  - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
  - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
  - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
  - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
  - f. All service preconditions required by the CCTC shall have been met.

4. Intern Employment Status. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. Teacher and Special Education Intern Support.
  - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days
  - b. **District** Site Support Providers will hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
  - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
  - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
  - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
  - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
  - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record..
  - h. **District** and **University** will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify an individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. **University** Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and district-employed supervisors monitor and support candidates during their progress towards mastering the TPEs.
  - i. Employers who hire/place or wish to backdate interns outside National University clinical practice start offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the University Support provider will provide University support services as noted in article (8.h.).
  - j. District-employed supervisors must complete an orientation to the program's expectations and be knowledgeable regarding program curriculum and assessments, including the TPEs and the CAL TPA. District employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.
  - k. District sites with interns must have a fully qualified administrator.
  - l. **University** may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Teacher Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.
9. Counseling, Psychology and Administrative Services Intern Support
  - a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services

Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".

- b. Clinical Practice Supervisor shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
  - c. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five days a week for 12 to 18 weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
  - d. Clinical Practice shall consist of between 600 hours and 1200 hours of Clinical Practice depending upon the specific program requirements.
  - e. Clinical practice shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Clinical Practice Supervisors.
  - f. **District** and **University** shall independently determine the qualifications of their respective supervisors.
  - g. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
  - h. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
  - i. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
  - j. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
  - k. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
  - l. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. Academic Responsibility. **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
11. Duration of Internship. Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
12. Assessment. Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.
13. Video Assessment. District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The District shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in Section 14. of this agreement.

14. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and District agree no video recording of any District student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

15. Indemnity. The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents.

The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents.

16. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
17. Publicity. Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
18. Records. It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
19. Confidentiality of Student Intern Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates District and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by District programs or facilities to which the student is assigned to carry out the relevant educational experience. District and its organizational components (i.e., programs) agree to maintain the confidentiality of each student's educational record in accordance with the provisions of FERPA.
20. Confidentiality of District Pupil Records. No Intern will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.
21. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
22. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
23. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
24. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
25. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.

26. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.



This Agreement is executed by and between:

**University: National University**

Contact: Isabel Gonzalez  
Credentials Contract Coordinator  
9980 Carroll Canyon Road  
San Diego, CA 92131  
Telephone (858) 642-8310  
Facsimile (858) 642-8717  
credcontracts@nu.edu

By: \_\_\_\_\_  
Dave C. Lawrence  
Vice Chancellor, Finance

Dated: \_\_\_\_\_

**District: Los Banos Unified**

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

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Dated: \_\_\_\_\_

## **EXHIBIT A**

### **Internship Programs**

**District and University** wish to partner to support the following Programs:

Teacher Education Internship Credential  
Special Education Internship Credential  
Preliminary Administrative Services Internship Credential  
Pupil Personnel Services Internship Credential – School of Counseling  
Pupil Personnel Services Internship Credential – School of Psychology

## **Board Reference Material**

**SUBJECT TITLE:**    **Proposal: Jim Womack, Inspector of Record**

**REQUESTED ACTION:**    Approve

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended the Board approve the proposal from Jim Womack, Inspector of Record to perform required inspection services for the new elementary school project.

### **BACKGROUND INFORMATION:**

Jim Womack will perform required Site Inspection services at the new elementary school.

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

This directly supports District Goal #5.

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

N/A

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

The contract estimate is \$160,000. The cost will be paid from Bond Fund 23.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services  
Date: September 13, 2018

August, 24 2018

Los Banos Unified School District  
1717 S. 11th Street  
Los Banos, CA 93635-4800

TO: Don Laursen  
FROM: Jim Womack, Project Inspector  
RE: New campus Los Banos 02-116586

I would like to thank for the opportunity to quote the inspection services for this project.

The inspection fee for this project will be a flat rate of \$10,000 per month. The project has a 16 month duration and is scheduled to start November, 2018. Any lab testing, special inspections or outside inspections (Health Department) for this project are not covered in my proposal. At this time there is lab testing for this project.

In the event the project runs over the 16 months, The district and I will negotiate the cost to finish.

If my quote is acceptable, please issue a purchase order for service.

If you have any questions I can be reached at (209) 658-3253.

Jim Womack

CC, File

## **Board Reference Material**

**SUBJECT TITLE:**    Proposal: Technicon Engineering Services, Inc.

**REQUESTED ACTION:**    Approve

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended the Board approve the proposal from Technicon Engineering Services, Inc. to perform required testing services for the Pacheco High School Ag Facility project.

### **BACKGROUND INFORMATION:**

Technicon will perform required site testing, e.g., soil moisture and compaction, structural steel, etc.

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

This directly supports District Goal #3.

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

N/A

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

The proposal estimate is \$16,634. The cost will be paid from CTE Funds, Resource 6387.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services  
Date: September 13, 2018



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING — CONSTRUCTION TESTING & INSPECTION

August 7, 2018

TES No. MP18-174

**Mr. Dan Laursen**  
**Los Banos Unified School District**  
 1717 S. 11<sup>th</sup> Street  
 Los Banos, CA 93635  
 Phone: 209-826-3801 ext 7023  
 Email: dlaursen@losbanosusd.k12.ca.us

**PROJECT:** Pacheco High School Ag Barn and Farm  
 200 Ward Road  
 Los Banos, CA  
 DSA File No. 24-H6 DSA App. No.02-117027

Mr. Laursen:

In accordance with your request, **TECHNICON Engineering Services, Inc. (TECHNICON)** is pleased to provide you with this cost estimate for testing for the above referenced project. We will do our best to keep the testing cost to a minimum. This estimate is based on the preliminary construction schedule, which is subject to change.

Pacheco High School Ag Barn and Farm 200 Ward Road Los Banos, CA DSA File No. 24-H6 DSA App. No.02-117027			
	Unit	Unit Cost	Total Unit Cost
<b>Earthwork</b>			
Compaction Testing Soils	4/Hour	\$94/Hour	\$376
Compaction Testing Trenches	24/Hour	\$94/Hour	\$2,256
Compaction Testing Building Pad	4/Hour	\$94/Hour	\$376
Compaction Testing Subgrade	4/Hour	\$94/Hour	\$376
Compaction Testing Aggregate Base	4/Hour	\$94/Hour	\$376
Fill Placement Observation	4/Hour	\$94/Hour	\$376
Sample Pickup	4/Hour	\$84/Hour	\$336
MD/OM Curves ASTM D1557	4/Each	\$195/Each	\$780
MD/OM Curves CAL 216	2/Each	\$205/Each	\$410
R-Value (if needed)		\$240/Each	
Fill Suitability (if needed)		\$625/Each	
<b>Subtotal for Earthwork</b>			<b>\$5,662</b>

CORPORATE OFFICE — 4539 N. Brawley Avenue #108, Fresno, CA 93722 — P 559.276.9311 — F 559.276.9344

VISALIA OFFICE — 151 S. Dunworth Avenue, Visalia, CA 93292 — P 559.732.0200 — F 559.732.0830

MERCED OFFICE — 2345 Jetway Drive, Atwater, CA 95301 — P 209.384.9300 — F 209.384.0891

www.technicon.net

<b>Moisture Testing</b>			
Moisture Testing Soils	4/Each	\$140/Each	\$560
Field Technician	4/Hour	\$94/Hour	\$376
<b>Subtotal for Moisture Testing</b>			<b>\$936</b>
<b>Structural Concrete</b>			
Sample Concrete	12/Hour	\$94/Hour	\$1,128
Mix Design Review	2/Each	\$263/Each	\$526
Concrete Sample Pickup	4/Hour	\$84/Hour	\$336
Concrete Compression Strength Tests (Set of 4)	4/Set	\$100/Set	\$400
Batch Plant Inspection	4/Hour	\$84/Hour	\$336
<b>Subtotal for Structural Concrete</b>			<b>\$2,726</b>
<b>Structural Steel</b>			
Shop Welding	16/Hour	\$100/Hour	\$1,600
Field Welding	4/Hour	\$100/Hour	\$400
High Strength Bolt Tension Test	4/Hour	\$100/Hour	\$400
Anchor Bolt Load Testing	4/Hour	\$100/Hour	\$400
Material Identification	4/Hour	\$100/Hour	\$400
Reinforcing Steel Sample & Tagging	4/Hour	\$95/Hour	\$380
Tension Test Steel #2-#8	2/Each	\$75/Each	\$150
Bend Test Reinforcing Steel #2-#8	2/Each	\$70/Each	\$140
<b>Subtotal for Structural Steel</b>			<b>\$3,870</b>
<b>Report Preparation</b>			
Registered Civil Engineer	4/Hour	\$184/Hour	\$736
Project Management	4/Hour	\$126/Hour	\$504
Administrative Staff	8/Hour	\$80/Hour	\$640
Drafting	4/Hour	\$80/Hour	\$320
<b>Subtotal for Report Preparation</b>			<b>\$2,200</b>
<b>Travel</b>			
Fuel Surcharge	20/Trips	\$25/Per Trip	\$500
<b>Subtotal for Travel</b>			<b>\$500</b>
<b>Final Reports</b>			
Final Soils	1/LS	\$370/LS	\$370
Final Structural	1/LS	\$370/LS	\$370
<b>Subtotal for Final Reports</b>			<b>\$740</b>
<b>ESTIMATED TOTAL OF CONSTRUCTION TESTING AND INSPECTION</b>			<b>\$16,634</b>

Rates (additional charges)	
Overtime @ 1.5 x \$100.00 (If required after 8 hours and Saturdays)	\$150.00/Hour
Overtime @ 1.5 x \$94.00 (If required after 8 hours and Saturdays)	\$141.00/Hour
Double time @ 2 x \$100.00 (If required after 12 hours, Sundays and Holidays)	\$200.00/Hour
Double time @ 2 x \$94.00 (If required after 12 hours, Sundays and Holidays)	\$188.00/Hour
Mileage (\$0.85 per mile charged outside of a 10 mile radius)	\$0.85

### CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Our technicians and inspectors will attempt, wherever possible, to combine observation and testing during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the time spent and service performed, and may be greater or less than the estimated amounts.

Fees are predicated upon our understanding that this project is **subject to California Prevailing Wage Law (i.e. certified payroll)**, and are based upon straight-time rates. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Saturdays, night work, and premium hours (before 7 a.m., after 3 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. **TECHNICON** will notify the DSA project inspector for authorization to perform our service on overtime. Field services for regular work days are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time and 2-hour increments, M-F 7 a.m. to 3 p.m. with a minimum of 48 hour schedule notice and a 4 hour cancellation notice. Time is accumulated on a portal to portal basis.

Routine project supervision by an engineer has been included in the above quotation. However, please note that the above quotation does not include charges for weekly site meetings, plan reviews, site visits to address unforeseen problem areas, or other such services. Fees for such services will be charged at the fee schedule rates in effect at the time of the services request.



Charges for reinspection due to failing results, or when testing or inspection is requested but the contractor is not ready and does not cancel scheduled work are also not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for backcharging contractors.

**Client agrees to pay for the described services in accordance with the compensation provisions in the cost estimate. Unless otherwise specified in the cost estimate, payment to Consultant will be made within 30 days of the date of billing. Our unit cost was based on work being conducted locally. Should portions of the work be subcontracted to out-of town subcontractors, additional incurred costs will be charged accordingly.**

\*Rates are subject to change due to changes in Prevailing Wage Law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any addition aspect of the project, the Client agrees to pay **TECHNICON Engineering Services, Inc.** (Consultant) any and all additional compensation necessary to adjust Consultant's Wage, to pay any penalties that may be levied against Consultant due to alleged compliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to Prevailing Wage is determined not to be subject to prevailing Wage, no refund of fees will be given.

Respectfully

**TECHNICON Engineering Services, Inc.**

Darren G. Williams, RCE  
Principal



Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CONSULTING CONTRACT TERMS AND CONDITIONS (REV 1/2018)

Page 1 of 2

### I SCOPE

Consultant (**TECHNICON**) agrees to perform the services described in the proposal which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. The proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties.

### II COMPENSATION

Client agrees to pay for the described services in accordance with the compensation provisions in the proposal. Unless otherwise specified in the proposal, payment to Consultant will be made within 30 days of the date of billing; interest on the unpaid balance will accrue beginning on the 31st day at that rate of 2 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. Client agrees that periodic billings from Consultant to client are correct, conclusive, and binding on client unless Client, within ten (10) calendar days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work in accordance with the project fee schedule.

### III RESPONSIBILITY

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

### IV SCOPE OF CLIENT SERVICES

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

### V INDEMNIFICATION

Consultant agrees to indemnify, and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement. Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

**CONSULTING  
CONTRACT TERMS AND CONDITIONS (REV 1/2018)**

Page 2 of 2

**VI SUBCONTRACTS**

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

**VII ASSIGNMENT**

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

**VIII INTEGRATION**

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

**IX JURISDICTION**

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

**X PROJECT DELAY**

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

**XI SUSPENSION OF WORK**

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XL.

**XII TERMINATION OF WORK**

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

**XIII ARBITRATION**

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.

## **Board Reference Material**

**SUBJECT TITLE:**    **Proposal: Technicon Engineering Services, Inc.**

**REQUESTED ACTION:**    Approve

Action   X  

Discussion/Information           

---

### **RECOMMENDATION:**

It is recommended the Board approve the proposal from Technicon Engineering Services, Inc. to perform required testing services for the New Elementary School project.

### **BACKGROUND INFORMATION:**

Technicon will perform required site testing, e.g., soil moisture and compaction, structural steel, etc.

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

This directly supports District Goal #5.

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

N/A

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

The proposal estimate is \$99,874. The cost will be paid from Bond Fund #23.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services  
Date: September 13, 2018



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING — CONSTRUCTION TESTING & INSPECTION

August 7, 2018

TES No. MP18-166  
Geotechnical No. TES 170815

**Mr. Dan Laursen**  
**Los Banos Unified School District**  
1717 S. 11<sup>th</sup> Street  
Los Banos, CA 93635  
Phone: 209-826-3801 ext 7023  
Email: dlaursen@losbanosusd.k12.ca.us

**PROJECT:** B Street New Elementary School  
South Corner of Place Road and Mission Drive  
Los Banos, CA  
DSA File No. 24-34 DSA App. No 02-116586

**SUBJECT:** Cost Estimate for Materials Testing and Inspections Services

Mr. Laursen:

In accordance with your request, **TECHNICON Engineering Services, Inc. (TECHNICON)** is pleased to provide you with this cost estimate for testing for the above referenced project. We will do our best to keep the testing cost to a minimum. This estimate is based on the preliminary construction schedule, which is subject to change.

B Street New Elementary School South Corner of Place Road and Mission Drive Los Banos, CA DSA File No. 24-34 DSA App. No 02-116586		Unit	Unit Cost	Total Unit Cost
<b>Earthwork</b>				
Compaction Testing Soils	16/Hour	\$94/Hour	\$1,504	
Compaction Testing Trenches	120/Hour	\$94/Hour	\$11,280	
Compaction Testing Building Pad	96/Hour	\$94/Hour	\$9,024	
Compaction Testing Subgrade	48/Hour	\$94/Hour	\$4,512	
Compaction Testing Aggregate Base	48/Hour	\$94/Hour	\$4,512	
Fill Placement Observation	24/Hour	\$94/Hour	\$2,256	
Sample Pickup	12/Hour	\$84/Hour	\$1,008	
MD/OM Curves ASTM D1557	12/Each	\$195/Each	\$2,340	
MD/OM Curves CAL 216	4/Each	\$205/Each	\$820	
R-Value	2/Each	\$240/Each	\$480	
Fill Suitability (excludes DTSC)	2/Each	\$625/Each	\$1,250	
<b>Subtotal for Earthwork</b>			<b>\$38,986</b>	

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www.technicon.net

<b>Moisture Testing</b>			
Moisture Testing Soils	12/Each	\$140/Each	\$1,680
Moisture Testing Kit - RH	24/Each	\$95/Each	\$2,280
Moisture Test Kit	12/Each	\$35/Each	\$420
Field Technician	24/Hour	\$94/Hour	\$2,256
<b>Subtotal for Moisture Testing</b>			<b>\$6,636</b>
<b>Asphalt</b>			
Asphalt Placement Observation	12/Hour	\$94/Hour	\$1,128
Asphalt Sampling	12/Hour	\$94/Hour	\$1,128
Asphalt Maximum Density – Hveem w/o Stability	3/Each	\$240/Each	\$720
<b>Subtotal for Asphalt</b>			<b>\$2,976</b>
<b>Structural Concrete</b>			
Sample Concrete	96/Hour	\$94/Hour	\$9,024
Mix Design Review	4/Each	\$263/Each	\$1,052
Concrete Sample Pickup	24/Hour	\$84/Hour	\$2,010
Concrete Compression Strength Tests (Set of 4)	36/Set	\$100/Set	\$3,600
Batch Plant Inspection	48/Hour	\$84/Hour	\$4,032
<b>Subtotal for Structural Concrete</b>			<b>\$19,724</b>
<b>Structural Steel</b>			
Shop Welding	72/Hour	\$100/Hour	\$7,200
Field Welding	48/Hour	\$100/Hour	\$4,800
Epoxy Anchor Bolt Installation	8/Hour	\$100/Hour	\$800
High Strength Bolt Tension Test	8/Hour	\$100/Hour	\$800
Anchor Bolt Load Testing	8/Hour	\$100/Hour	\$800
Material Identification	8/Hour	\$100/Hour	\$800
Reinforcing Steel Sample & Tagging	8/Hour	\$95/Hour	\$760
Tension Test Steel #2-#8	4/Each	\$75/Each	\$300
Bend Test Reinforcing Steel #2-#8	4/Each	\$70/Each	\$280
<b>Subtotal for Structural Steel</b>			<b>\$16,540</b>
<b>Masonry</b>			
Sample Pickup	8/Hour	\$94/Hour	\$752
Grout Sample Testing	8/Hour	\$94/Hour	\$752
Mortar Sample Testing	12/Hour	\$94/Hour	\$1,128
Grout Compression Test	8/Each	\$40/Each	\$320
Mortar Compression Tests	16/Each	\$30/Each	\$480
Masonry Block Compression	8/Each	\$75/Each	\$600
Masonry/Grout Inspection	40/Hour	\$100/Hour	\$1,600
<b>Subtotal for Masonry</b>			<b>\$5,632</b>

Report Preparation			
Registered Civil Engineer	12/Hour	\$184/Hour	\$2,208
Project Management	12/Hour	\$126/Hour	\$1,512
Administrative Staff	16/Hour	\$80/Hour	\$1,280
Drafting	8/Hour	\$80/Hour	\$640
Subtotal for Report Preparation			\$5,640
Travel			
Fuel Surcharge	120/Trips	\$25/Per Trip	\$3,000
Subtotal for Travel			\$3,000
Final Reports			
Final Soils	1/LS	\$370/LS	\$370
Final Structural	1/LS	\$370/LS	\$370
Subtotal for Final Reports			\$740
ESTIMATED TOTAL OF CONSTRUCTION TESTING AND INSPECTION			\$99,874

#### ALTERNATE #1

Floor Flatness			
Concrete Floor Flatness Determination	48/Hour	\$184/Hour	\$8,832
Subtotal for Floor Flatness			\$8,832

#### ALTERNATE #2

Fireproofing			
Fireproofing Inspection	16/Hour	\$100/Hour	\$1,600
Density Testing	4/Set	\$150/Set	\$600
Subtotal for Fireproofing			\$2,200

#### ALTERNATE #3

Glue Lam			
Glue Lam Timber Fab Observation		Cost + 15%	\$1,500
Subtotal for Glu Lam			\$1,500

Rates (additional charges)	
Overtime @ 1.5 x \$100.00 (If required after 8 hours and Saturdays)	\$150.00/Hour
Overtime @ 1.5 x \$94.00 (If required after 8 hours and Saturdays)	\$141.00/Hour
Double time @ 2 x \$100.00 (If required after 12 hours, Sundays and Holidays)	\$200.00/Hour
Double time @ 2 x \$94.00 (If required after 12 hours, Sundays and Holidays)	\$188.00/Hour
Mileage (\$0.85 per mile charged outside of a 10 mile radius)	\$0.85

### CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Our technicians and inspectors will attempt, wherever possible, to combine observation and testing during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the time spent and service performed, and may be greater or less than the estimated amounts.

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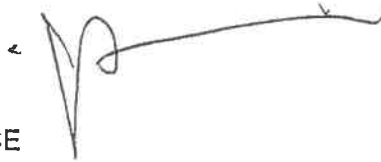


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Respectfully  
**TECHNICON Engineering Services, Inc.**



Darren G. Williams, RCE  
Principal

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CONSULTING CONTRACT TERMS AND CONDITIONS (REV 1/2018)

Page 1 of 2

### I SCOPE

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### III RESPONSIBILITY

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

### IV SCOPE OF CLIENT SERVICES

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

### V INDEMNIFICATION

Consultant agrees to indemnify, and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement. Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

CONSULTING  
CONTRACT TERMS AND CONDITIONS (REV 1/2018)

Page 2 of 2

VI SUBCONTRACTS

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

VII ASSIGNMENT

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

VIII INTEGRATION

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

IX JURISDICTION

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X PROJECT DELAY

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

XI SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XL.

XII TERMINATION OF WORK

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

XIII ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.

## **Board Reference Material**

**SUBJECT TITLE:** Agreement: Jon Bruno, BCBA Independent Evaluation

**REQUESTED ACTION:** Approve

Action   X  

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

---

### **RECOMMENDATION:**

It is recommended the Board approve the consultant agreement between the District and Jon Bruno, in order to complete an Independent Education Evaluation (IEE).

### **BACKGROUND INFORMATION:**

Parents of a special education student have requested an independent Behavior evaluation for their child. The District is obligated to provide the evaluation.

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

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

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

None, at this time.

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

The District shall pay the consultant the total amount not to exceed \$9,700.00 for services rendered.

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ORIGINATOR: Yolanda Cork-Anthony, Director of Special Services  
Date: September 13, 2018

**LOS BANOS UNIFIED SCHOOL DISTRICT**  
**CONSULTANT AGREEMENT**

This Agreement is effective as of July 1, 2018, between the Los Banos Unified School District ("District") and Jon Bruno, BCBA, Consultant, ("Consultant").

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_, Parents for their child, \_\_\_\_\_ ("Student"), have requested a functional behavior assessment independent education evaluation ("functional behavior assessment IEE") for Student to be conducted by Consultant, and the District has agreed to contract with Consultant to conduct the requested functional behavior assessment IEE; and

WHEREAS, Consultant is specially trained, experienced, and competent to conduct a functional behavior assessment IEE; and

WHEREAS, such a functional behavior assessment IEE is for a limited basis;

NOW, THEREFORE, the Consultant and the District hereto agree as follows:

1. Services.

To conduct in a timely manner a functional behavior assessment IEE concerning Student, including an observation of Student, to write a functional behavior assessment IEE report as described above and to provide the functional behavior assessment IEE report to the District. The Consultant will perform said services as an independent calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

To participate in person or by conference call during one IEP meeting scheduled and held for Student at which the contents of the functional behavior assessment IEE report described above are reviewed and considered.

2. Fees; Expenses. Consultant will be paid fees and/or expenses as follows:

The District shall pay the Consultant the total amount not to exceed \$9,700.00 for Services rendered pursuant to section 1 of this Agreement related to the functional behavior assessment IEE and the IEP meeting. Payment shall be made to Consultant sixty (60) days after the District's receipt from the Consultant of the functional behavior assessment IEE report mentioned in section 1 of this Agreement, Consultant's attendance at one IEP meeting for the purpose of reviewing the functional behavior assessment IEE report and a billing statement or invoice detailing the work performed and the time spent by Consultant concerning the functional behavior assessment IEE report and the one IEP meeting.

3. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation.

4. Consultant assures District that criminal background or fingerprint checks have been conducted and completed on Consultant in accordance with applicable state and federal law before Consultant has any contact with Student. Consultant will submit to District a photocopy of the criminal background or fingerprint check reports for Consultant prior to Consultant having contact with Student. Consultant assures District that an examination for tuberculosis has been conducted and completed on Consultant and/or Consultant has completed a TB Risk Assessment Questionnaire in accordance with the requirements of California Education Code section 49406 before Consultant has contact with Student under this Agreement. Consultant shall provide the District with a completed TB Risk Assessment Questionnaire and/or Tuberculosis Test clearance for Consultant as required under applicable state and federal law, before starting the assessment of Student under this Agreement. Consultant shall provide District with the verified dates of fingerprint clearance, Department of Justice clearance, and Tuberculosis Test clearance for Consultant prior to Consultant starting assessment of Student. Consultant shall immediately, and in no circumstances longer than three (3) calendar days, provide to District updated information

regarding the status of Consultant's licenses, certifications, credentials, permits and/or other documents of any known changes.

1. Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
2. The District may at any time for any reason terminate this Agreement and compensate

Consultant only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability or damages which result from the sole negligence or willful misconduct of the District, its officers, employees or agents.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that


may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

This Agreement is not assignable without written consent of the parties hereto.

IN WITNESS WHEREOF, The District and Consultant have executed this Agreement as of the date first written above.

**"DISTRICT" "CONSULTANT"**

LOS BANOS UNIFIED SCHOOL DISTRICT      JON BRUNO, BCBA

By: \_\_\_\_\_ By:  8/15/18

## **Board Reference Material**

**SUBJECT TITLE:** Agreement: Rebecca Schilling, PhD, Independent Evaluation

**REQUESTED ACTION:** Approve

Action   X  

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

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### **RECOMMENDATION:**

It is recommended the Board approve the consultant agreement between the District and Rebecca Schilling, in order to complete an Independent Education Evaluation (IEE).

### **BACKGROUND INFORMATION:**

Parents of a special education student have requested an independent Psycho educational evaluation for their child. The District is obligated to provide the evaluation.

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

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

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

None, at this time.

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

The District shall pay the consultant the total amount not to exceed \$5,200.00 for services rendered.

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ORIGINATOR: Yolanda Cork-Anthony, Director of Special Services  
Date: September 13, 2018



## LOS BANOS UNIFIED SCHOOL DISTRICT

### CONSULTANT AGREEMENT

This Agreement is effective as of July 1, 2018, between the Los Banos Unified School District (“**District**”) and Dr. Rebecca Schilling, Consultant, (“**Consultant**”).

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_, Parents for their child, \_\_\_\_\_ (“**Student**”), have requested a psychoeducational independent education evaluation (“psychoeducational IEE”) for Student to be conducted by Consultant, and the District has agreed to contract with Consultant to conduct the requested psychoeducational IEE; and

WHEREAS, Consultant is specially trained, experienced, and competent to conduct a psychoeducational IEE; and

WHEREAS, such a psychoeducational IEE is for a limited basis;

NOW, THEREFORE, the Consultant and the District hereto agree as follows:

1. Services.

To conduct in a timely manner a psychoeducational IEE concerning Student, including an observation of Student, to write a psychoeducational IEE report as described above and to provide the psychoeducational IEE report to the District. The Consultant will perform said services as an independent calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

To participate in person or by conference call during one IEP meeting scheduled and held for Student at which the contents of the psychoeducational IEE report described above are reviewed and considered.

2. Fees; Expenses. Consultant will be paid fees and/or expenses as follows:

The District shall pay the Consultant the total amount not to exceed \$5,200.00 for Services rendered pursuant to section 1 of this Agreement related to the psychoeducational IEE and the IEP meeting. Payment shall be made to Consultant sixty (60) days after the District’s receipt from the Consultant of the psychoeducational IEE report mentioned in section 1 of this Agreement, Consultant’s attendance at one IEP meeting for the purpose of reviewing the psychoeducational IEE report and a billing statement or invoice detailing the work performed and the time spent by Consultant concerning the psychoeducational IEE report and the one IEP meeting.

3. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker’s compensation.

4. Consultant assures District that criminal background or fingerprint checks have been conducted and completed on Consultant in accordance with applicable state and federal law before Consultant has any contact with Student. Consultant will submit to District a photocopy of the criminal background or fingerprint check reports for Consultant prior to Consultant having contact with Student. Consultant assures District that an examination for tuberculosis has been conducted and completed on Consultant and/or Consultant has completed a TB Risk Assessment Questionnaire in accordance with the requirements of California Education Code section 49406 before Consultant has contact with Student under this Agreement. Consultant shall provide the District with a completed TB Risk Assessment Questionnaire and/or Tuberculosis Test clearance for Consultant as required under applicable state and federal law, before starting the assessment of Student under this Agreement. Consultant shall provide District with the verified dates of fingerprint clearance, Department of Justice clearance, and Tuberculosis Test clearance for Consultant prior to Consultant starting assessment of Student. Consultant shall immediately, and in no circumstances longer than three (3) calendar days, provide to District updated information regarding the status of Consultant's licenses, certifications, credentials, permits and/or other documents of any known changes.

5. Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

6. The District may at any time for any reason terminate this Agreement and compensate Consultant only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability or damages which result from the sole negligence or willful misconduct of the District, its officers, employees or agents.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that

may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

This Agreement is not assignable without written consent of the parties hereto.

IN WITNESS WHEREOF, The District and Consultant have executed this Agreement as of the date first written above.

**“DISTRICT”**

**“CONSULTANT”**

**LOS BANOS UNIFIED SCHOOL DISTRICT  
SCHOOL DISTRICT**

**DR. REBECCA SCHILLING**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Board Reference Material**

**SUBJECT TITLE:** Agreement: Christienne Colip, Independent Evaluation

**REQUESTED ACTION:** Approve

Action   X  

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

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### **RECOMMENDATION:**

It is recommended the Board approve the consultant agreement between the District and Christienne Colip, in order to complete an Independent Education Evaluation (IEE).

### **BACKGROUND INFORMATION:**

Parents of a special education student have requested an independent Speech and Language evaluation for their child. The District is obligated to provide the evaluation.

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

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

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

None, at this time.

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

The District shall pay the consultant the total amount not to exceed \$2,250.00 for services rendered.

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ORIGINATOR: Yolanda Cork-Anthony, Director of Special Services  
Date: September 13, 2018

## LOS BANOS UNIFIED SCHOOL DISTRICT

### CONSULTANT AGREEMENT

This Agreement is effective as of July 1, 2018, between the Los Banos Unified School District ("District") and Cristienne Colip, Consultant. ("Consultant").

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_ Parents for their child, \_\_\_\_\_ ("Student"), have requested a speech and language independent education evaluation ("speech and language IEE") for Student to be conducted by Consultant, and the District has agreed to contract with Consultant to conduct the requested speech and language IEE; and

WHEREAS, Consultant is specially trained, experienced, and competent to conduct a speech and language IEE; and

WHEREAS, such a speech and language IEE is for a limited basis;

NOW, THEREFORE, the Consultant and the District hereto agree as follows:

1. Services.

To conduct in a timely manner a speech and language IEE concerning Student, including an observation of Student, to write a speech and language IEE report as described above and to provide the speech and language IEE report to the District. The Consultant will perform said services as an independent calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

To participate in person or by conference call during one IEP meeting scheduled and held for Student at which the contents of the speech and language IEE report described above are reviewed and considered.

2. Fees; Expenses. Consultant will be paid fees and/or expenses as follows:

The District shall pay the Consultant the total amount not to exceed \$2,250.00 for Services rendered pursuant to section 1 of this Agreement related to the speech and language IEE and the IEP meeting. Payment shall be made to Consultant ~~thirty~~ (30) days after the District's receipt from the Consultant of the speech and language IEE report mentioned in section 1 of this Agreement, Consultant's attendance at one IEP meeting for the purpose of reviewing the speech and language IEE report and a billing statement or invoice detailing the work performed and the time spent by Consultant concerning the speech and language IEE report and the one IEP meeting.

3. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation.

4. Consultant assures District that criminal background or fingerprint checks have been conducted and completed on Consultant in accordance with applicable state and federal law before Consultant has any contact with Student. Consultant will submit to District a photocopy of the criminal background or fingerprint check reports for Consultant prior to Consultant having contact with Student. Consultant assures District that an examination for tuberculosis has been conducted and completed on Consultant and/or Consultant has completed a TB Risk Assessment Questionnaire in accordance with the requirements of California Education Code section 49406 before Consultant has contact with Student under this Agreement. Consultant shall provide the District with a completed TB Risk Assessment Questionnaire and/or Tuberculosis Test clearance for Consultant as required under applicable state and federal law, before starting the assessment of Student under this Agreement. Consultant shall provide District with the verified dates of fingerprint clearance, Department of Justice clearance, and Tuberculosis Test clearance for Consultant prior to Consultant starting assessment of Student. Consultant shall immediately, and in no circumstances longer than three (3) calendar days, provide to District updated information regarding the status of Consultant's licenses, certifications, credentials, permits and/or other documents of any known changes.

5. Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

6. The District may at any time for any reason terminate this Agreement and compensate Consultant only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability or damages which result from the sole negligence or willful misconduct of the District, its officers, employees or agents.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that

may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

This Agreement is not assignable without written consent of the parties hereto.

IN WITNESS WHEREOF, The District and Consultant have executed this Agreement as of the date first written above.

**"DISTRICT"**

**LOS BANOS UNIFIED SCHOOL DISTRICT  
SCHOOL DISTRICT**

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

\_\_\_\_\_

\_\_\_\_\_

**"CONSULTANT"**

**CRISTIENNE COLIP**

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

Cristienne Colip, M.S., CCC-SLP

8-29-2018

## **Board Reference Material**

**SUBJECT TITLE:**    **Proposal: Jim Womack, Constructability Review**

**REQUESTED ACTION:**    Approve

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended the Board approve the proposal from Jim Womack to perform a Constructability Review for the New Elementary School project.

### **BACKGROUND INFORMATION:**

This Review would not only save construction costs, but would help make sure we don't lock ourselves into long-term maintenance issues. Separately, he would also close out with DSA *ALL* the District open projects. Closing out projects is important because DSA won't consider any new projects at a school site if old ones haven't been closed.

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

This activity directly supports Board Goal #5.

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

N/A

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

The contract estimate is \$48,000. The cost will be paid from Bond Fund #23.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services  
Date: September 13, 2018



September, 4 2018

Los Banos Unified School District  
1717 S. 11th Street  
Los Banos, CA 93635-4800

TO: Don Laursen  
FROM: Jim Womack, Project Inspector  
RE: Constructibility review for 02-116586 and Inspections for Los Banos uncertified projects

I would like to thank for the opportunity to quote the constructibility review and Inspections to clear past projects that are uncertified.

The inspection fee for this project will be a flat rate of \$48,000 to be payed in two equal parts. Part 1 Constructibility review paid at start of construction of the new campus and part 2 Inspections that clear uncertified projects that the district has. The project to clear uncertified projects has up to 16 months duration and is scheduled to start September 2018. Any demo and repair of areas that need opened for inspection are the responsibility of the district. Any lab testing, special inspections or outside inspections (Health Department) for this project are not covered in my proposal. At this time it is unknown what if any lab testing will be needed for this project.

In the event the project runs over the 16 months, The district and I will negotiate the cost to finish.

If my quote is acceptable, please issue a purchase order for service.

If you have any questions I can be reached at (209) 658-3253.

Jim Womack

CC, File

2999 Evelyn Ave Merced Ca. 95348 - (209) 658-3253 - Email [uisinspectorjim @aol.com](mailto:uisinspectorjim@aol.com)

## **Board Reference Material**

**SUBJECT TITLE:**    **Proposal: Jim Womack, Inspector of Record**

**REQUESTED ACTION:**    Approve

Action   X  

Discussion/Information           

---

### **RECOMMENDATION:**

It is recommended the Board approve the proposal from Jim Womack, Inspector of Record to perform required inspection services for the Pacheco High School Agriculture Facility project.

### **BACKGROUND INFORMATION:**

Jim Womack will perform required Site Inspection services at the PHS Ag Facility.

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

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

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

N/A

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

The contract estimate is \$8,000. The cost will be paid from Career Technical Education funds, Resource 6387.

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ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services  
Date: September 13, 2018

September, 04 2018

Los Banos Unified School District  
1717 S. 11th Street  
Los Banos, CA 93635-4800

TO: Don Laursen  
FROM: Jim Womack, Project Inspector  
RE: PHS AG Los Banos

I would like to thank for the opportunity to quote the inspection services for this project.

The inspection fee for this project will be a flat rate of \$8000. The project has a 120 day duration and is scheduled to start September 28, 2018. Any lab testing, special inspections or outside inspections (Health Department) for this project are not covered in my proposal. At this time there is lab testing for this project.

In the event the project runs over the 120 days, The district and I will negotiate the cost to finish.

If my quote is acceptable, please issue a purchase order for service.

If you have any questions I can be reached at (209) 658-3253.

Jim Womack

CC, File

2999 Evelyn Ave Merced Ca. 95348 - (209) 658-3253 - Email [uisinspectorjim @aol.com](mailto:uisinspectorjim@aol.com)

## **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 the Los Banos High School Choir to attend the Choral Festival in San Luis Obispo on March 20-23, 2019.

### **BACKGROUND INFORMATION:**

Each year since 1999, the Advanced Choirs have attended the San Luis Obispo Choral Festival which takes place in the famous Performing Arts Center on the Cal Poly campus.

Students are given an opportunity to perform on a professional stage, receive constructive criticism from college choral professors, and listen to other school choirs of similar ability.

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

This is an operational activity and does not support a specific Board goal. All student overnight travel requires prior approval from the Board.

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

None identified. No perceived opposition.

### **SPECIFIC FINANCIAL IMPACT (Include impact on school district facilities):**

All expenses will be covered by either the students themselves or the Choir budget. The District will cover the cost of a substitute for Mr. Faria.

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ORIGINATOR: Veli Gorgen, Principal, Los Banos High School  
Date: September 13, 2018

## **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 R.M. Miano Elementary School's sixth grade class to attend an Outdoor Education Field Trip to Jack L. Boyd Outdoor School (Fish Camp) beginning Tuesday, February 19, 2019 and returning Friday, February 22, 2019.

### **BACKGROUND INFORMATION:**

Jack L. Boyd Outdoor School is located minutes away from world-renowned Yosemite National Park. Said school has established a reputation of providing students with an opportunity to receive hands on science and environmental education in a picturesque setting. R.M. Miano Elementary School students will gain a deeper understanding and appreciation of grade level science, math and ELA standards.

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

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

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

None identified

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

This educational experience will be funded by parent contributions, school fundraisers, and funds earmarked by the district office for outdoor school.

Jack L. Boyd Outdoor School Fees: \$185/student (100) -- \$18,500

Transportation:

2 district buses = \$700.00

1 district Suburban = \$120.00

4 Teacher stipends: \$127 daily stipend x 4 days= \$2,032

2 Substitute teachers: \$127 daily x 4 days = \$1,016

**Total expenses: \$22,368**

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

Date: September 13, 2018

## **Board Reference Material**

**SUBJECT TITLE:**    **Teacher Out of State Travel**

**REQUESTED ACTION:**   Approve

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

It is recommended the Board approve overnight travel for three PHS Ag teachers for the following event:

National Association of Agricultural Educators Convention (NAAE) – San Antonio, Tx.  
(Nov. 27-Dec. 1)

### **BACKGROUND INFORMATION:**

The annual NAAE Convention provides professional development that transforms the agriculture classroom. Over 60 innovative learning sessions are presented by agricultural educators for agricultural educators in order to help improve student success. The convention teaches about agriculture, food and the latest natural resources. This convention will help educators share ideas that will enhance student develop a wide variety of skills; including science, math, communications, leadership, management and technology.

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

This activity supports LBUUSD Board 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:**

N/A

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

This trip has been approved by the LBTA Conference Committee and will all logging and transportation will be paid for by the LBTA Conference Fund.

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ORIGINATOR: Daniel Sutton, Principal Pacheco High School  
Date: 09/13/2018

## **Board Reference Material**

**SUBJECT TITLE:** Teacher Out of State Travel-LBHS PBIS Leadership Forum

**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 Learning Director Matthew Rotondi to attend a conference in Chicago, Illinois on October 3-5, 2018.

### **BACKGROUND INFORMATION:**

The 2018 National PBIS Leadership Forum is a professional development activity necessary for proper and efficient implementation of PBIS multi tiered systems of support and the use of alternatives to suspension. The conference provides a wide variety of workshops, professional development, and keynote speakers who are the leading experts in the field of PBIS.

### **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.

The overall theme of this event will be positive and safe learning environments. Keynote addresses will focus on district leadership and family engagement within PBIS.

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

None identified.

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

Registration \$295.00  
Hotel for all three nights - \$687.00  
Round trip flight from San Francisco to Chicago \$220.00  
Total cost - \$1,202.00

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ORIGINATOR: Veli Gurgun, Principal, Los Banos High School  
Date: September 13, 2018

## **Board Reference Material**

**SUBJECT TITLE:**     **Out of State Travel**

**REQUESTED ACTION:** Approve

Action       X  

Discussion/Information                     

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### **RECOMMENDATION:**

It is recommended the Board approve Volta Elementary School Teachers Melissa Brandi (grade 1), Gina Polini (grade 2), and Elizabeth Erratchu (grade 3) traveling to Phoenix, Arizona, for an educational technology conference January 22-23, 2019.

### **BACKGROUND INFORMATION:**

The Get Your Teach On conference will help Mrs. Brandi, Mrs. Polini, and Mrs. Erratchu build skills in classrooms motivation, student engagement, and educational technology. The presenters and organizers are Wade and Hope King, authors of The Wild Card: 7 Steps to an Educator's Creative Breakthrough. These teachers, each at different grade levels, will be able to return to Volta and share their knowledge with their colleagues at their grade levels during grade level collaboration times and co-planning lessons.

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

This activity supports the following Board goals.

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

N/A

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

Los Banos Teachers Association (LBTA) conference funds will be used to pay all costs of the trip, including transportation, lodging, substitutes, and meals.

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ORIGINATOR: Matthew Thomas, Principal, Volta Elementary  
Date: September 13, 2018



## **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                     

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### **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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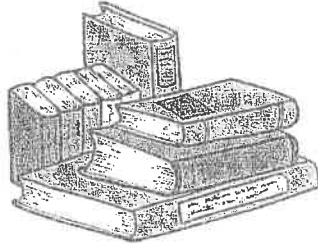
ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education

DATE: September 13, 2018



# 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: 7/27/18

Signature: Kelley Price

Site: Westside

Site Principal: [Signature] 7/30/18  
Date

Paula Mastrangelo: [Signature] 8/3/18  
Date

LBUSD Board of Trustees: \_\_\_\_\_  
Date



Westside  
Union  
Elementary  
School  
Library

View All ▼

DEBBIE PRICE

Log Out

Help

Sign Up

Community

Home Dashboard Catalog Circulation Reports

Check Out

New Message(s)

Read

Check Out

Check Out Text

Check In

Check In Text

Renew

Holds/ILL

Fines

Copy Status

Patron Status

Offline Circulation

Library Information

Textbook Information

Reset

How do I... ?

To Patron By Homeroom

Find

Go

Find Patron

Find Copy

Add Title

☒ Only my patrons

☐ Only search

Last Name ▼

☐ Only Active Patrons

Due

Dates

**WITHDRAWN** (Faculty: P 900)

Edit Patron

Checked Out Library: 364 / Textbooks: 1

Grade Level

Overdue Library: 364 / Textbooks: 1

Homeroom

Holds Ready 0

Teacher

Fines Library: \$0.00 / Textbooks: \$0.00  
Patron: \$0.00

Track

Grade

Internet Permission

☐ Only today's check outs

Print Receipt

### Items Out

Due Date	Title	Call Number	Price	Checked Out	
6/6/2018	Harriet the spy (Copy: T 11564)	VC Harriet	\$30.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	Holes (Copy: T 12018)	VC Holes	\$30.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	James and the giant peach : a children's story (Copy: T 12017)	VC James	\$30.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	The miracle worker (Copy: T 11565)	VC Miracle	\$30.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	The odyssey (Copy: T 6044)	VC Odyssey		5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	Shiloh 2 Shiloh season (Copy: T 6852)	VC Shiloh	\$30.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	Stuart Little (Copy: T 11630)	VC Stuart	\$20.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	Tall tale the unbelievable adventure (Copy: T 14611)	VC 398 Tall	\$29.95	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	Where the red fern grows (Copy: T 16756)	DVD Where	\$21.96	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	White wolves II legend of the wild (Copy: T 11631)	VC White	\$20.00	5/30/2018	<div>Renew</div> <div>Lost</div>

		<b>story about the Salem witch trials</b> (Copy: T 9482)					<input type="button" value="Lost"/>
6/13/2018		<b>Calico Captive</b> (Copy: T 3303)	F Speare	\$14.45	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Camelot</b> (Copy: T 4534)	SC Camelot	\$16.96	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Carry on, Mr. Bowditch</b> (Copy: T 3187)	F Latham	\$17.05	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The castle in the attic</b> (Copy: T 1227)	F Winthrop	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>CatDog undercover</b> (Copy: T 11056)	F Banks	\$10.95	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Cattail moon</b> (Copy: T 3242)	F Thesman	\$13.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Choosing up sides</b> (Copy: T 3246)	F Ritter	\$17.04	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The Christmas spurs</b> (Copy: T 4675)	F Wallace	\$13.56	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Claudia and mean Janine</b> (Copy: T 16482)	PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Claudia and the perfect boy</b> (Copy: T 12144)	PB F Martin	\$3.50	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Claudia and the phantom phone calls</b> (Copy: T 16473)	PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Claudia gets her guy</b> (Copy: T 12177)	PB F Martin	\$8.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Claudia, queen of the seventh grade</b> (Copy: T 1768)	PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Come morning</b> (Copy: T 3956)	F Guccione	\$15.95	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The comeback dog</b> (Copy: T 4136)	F Thomas	\$13.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Companions of the night</b> (Copy: T 10011)	F Vande Velde	\$14.45	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The conspiracy</b> (Copy: T 12169)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The conspiracy</b> (Copy: T 1696)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Counting on grace</b> (Copy: T 15646)	F Winthrop	\$8.50	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Crandalls' castle</b> (Copy: T 13173)	F Wright	\$8.50	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The cuckoo's child</b> (Copy: T 3483)	F Freeman	\$12.75	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>

							Lost
6/13/2018	Honey, baby, sweetheart (Copy: T 17155)	F Caletti	\$12.50	6/7/2018			Renew
							Lost
6/13/2018	Hope's crossing (Copy: T 3189)	F Goodman	\$12.75	6/7/2018			Renew
							Lost
6/13/2018	Horowitz horror : stories you'll wish you'd never read (Copy: T 16951)	SC Horowitz	\$12.76	6/7/2018			Renew
							Lost
6/13/2018	The hunchback of Notre Dame (Copy: T 17038)	F Vogel	\$8.00	6/7/2018			Renew
							Lost
6/13/2018	The hunchback of Notre-Dame (Copy: T 5910)	F Symonds	\$12.71	6/7/2018			Renew
							Lost
6/13/2018	I am Regina (Copy: T 4349)	F Keehn	\$13.59	6/7/2018			Renew
							Lost
6/13/2018	I am Regina (Copy: T 4529)	F Keehn	\$13.59	6/7/2018			Renew
							Lost
6/13/2018	I, Juan de Pareja (Copy: T 5115)	F Trevino	\$8.71	6/7/2018			Renew
							Lost
6/13/2018	The illusion (Copy: T 12154)	PB F Applegate	\$4.99	6/11/2018			Renew
							Lost
6/13/2018	The incredible journey (Copy: T 8851)	F Burnford	\$10.49	6/7/2018			Renew
							Lost
6/13/2018	The invasion (Copy: T 1751)	PB F Applegate	\$5.00	6/11/2018			Renew
							Lost
6/13/2018	The invisible man (Copy: T 13900)	F Vogel	\$9.95	6/7/2018			Renew
							Lost
6/13/2018	Island of the Blue Dolphins. (Copy: T 6971)	F O'Dell	\$15.00	6/7/2018			Renew
							Lost
6/13/2018	The island on Bird Street (Copy: T 3313)	F Orlev	\$13.60	6/7/2018			Renew
							Lost
6/13/2018	James Printer : a novel of rebellion (Copy: T 4057)	F Jacobs	\$13.56	6/7/2018			Renew
							Lost
6/13/2018	Japanese children's favorite stories (Copy: T 1265)	SC Japanese	\$15.00	6/7/2018			Renew
							Lost
6/13/2018	Jessi and the bad baby-sitter (Copy: T 12175)	PB F Martin	\$3.50	6/11/2018			Renew
							Lost
6/13/2018	Jessi and the dance school phantom (Copy: T 12180)	PB F Martin	\$5.50	6/11/2018			Renew
							Lost
6/13/2018	Jo and the bandit (Copy: T 3915)	F Roberts	\$13.60	6/7/2018			Renew
							Lost
6/13/2018	John Treegate's musket (Copy: T 6020)	F Wibberley	\$15.00	6/7/2018			Renew
							Lost
6/13/2018	Johnny Tremain : a novel for old & young (Copy: T 10059)	F Forbes	\$12.00	6/7/2018			Renew
							Lost
6/13/2018	Joseph's choice-- 1861	F Pryor	\$8.50	6/7/2018			

6/13/2018	 <b>The ornament tree</b> (Copy: T 3251)	F Thesman	\$13.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The other side of silence</b> (Copy: T 3779)	F Mahy	\$12.74	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The perilous gard</b> (Copy: T 9244)	F Pope	\$11.64	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The phantom tollbooth</b> (Copy: T 3756)	F Juster	\$16.96	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The phoenix and the carpet</b> (Copy: T 11510)	F Nesbit	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>A place in the sun</b> (Copy: T 3244)	F Rubalcaba	\$11.86	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The planet of Junior Brown</b> (Copy: T 10106)	F Hamilton	\$15.30	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The predator</b> (Copy: T 1748)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Presidents, pitchers, and passers.</b> (Copy: T 1379)	SC Hurst	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The pretender</b> (Copy: T 1739)	PB Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The prince and the pauper : a tale for young people of all ages</b> (Copy: T 9563)	F Twain	\$7.46	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The princess and the goblin</b> (Copy: T 4161)	F MacDonald	\$18.70	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The prophecy</b> (Copy: T 12170)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The prophecy</b> (Copy: T 1690)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The proposal</b> (Copy: T 1854)	PB F Applegate	\$8.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Rabbit Hill</b> (Copy: T 1147)	F Lawson	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Rabble Starkey</b> (Copy: T 3262)	F Lowry	\$13.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Rachel Chance</b> (Copy: T 3302)	F Thesman	\$12.75	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The raging quiet</b> (Copy: T 10010)	F Jordan	\$14.45	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The Random House book of humor for children</b> (Copy: T 10378)	SC Random	\$13.97	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The Random House book of sports stories</b> (Copy: T 10377)	SC Random	\$13.97	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The reaction</b> (Copy: T 1737)	PB F Applegate	\$3.99	6/11/2018	<input type="button" value="Renew"/>	

		(Copy: T 4580)					<input type="button" value="Lost"/>
6/13/2018		<b>Time enough for drums</b> (Copy: T 9499)	F Rinaldi	\$10.15	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>To race a dream</b> (Copy: T 3294)	F Savage	\$13.60	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>To ride the gods' own stallion</b> (Copy: T 7280)	F Wilson	\$8.50	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The trap</b> (Copy: T 15755)	F Smelcer	\$12.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Treasure Island</b> (Copy: T 17066)	F Stevenson	\$8.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The trial : a novel</b> (Copy: T 13959)	F Bryant	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The trouble with Tuck</b> (Copy: T 4086)	F Taylor	\$17.01	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The trumpeter of Krakow</b> (Copy: T 5087)	F Kelly	\$14.45	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The truth about Stacey</b> (Copy: T 16466)	PB F Martin	\$5.00	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Ugly</b> (Copy: T 15628)	F Napoli	\$12.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The ultimate</b> (Copy: T 6586)	PB F Applegate	\$10.64	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Under the cat's eye : a tale of morph and mystery</b> (Copy: T 10021)	F Rubinstein	\$10.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The underground</b> (Copy: T 1999)	PB F Applegate	\$5.00	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Unfinished dreams : a novel</b> (Copy: T 3900)	F Zalben	\$13.60	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The unknown</b> (Copy: T 1863)	PB F Applegate	\$5.00	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The visitor</b> (Copy: T 1750)	PB F Applegate	\$5.00	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Visser</b> (Copy: T 6368)	PB F Applegate	\$10.00	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The voyage of The Arctic Tern</b> (Copy: T 14780)	F Montgomery	\$6.29	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Walking to the bus-rider blues</b> (Copy: T 7281)	F Robinet	\$8.50	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Watership Down</b> (Copy: T 3511)	F Adams	\$23.37	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The weakness</b> (Copy: T 6367)	PB F Applegate	\$10.00	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Welcome home, Mary Anne</b>	PB F Martin	\$8.00	6/11/2018		



Westside  
Union  
Elementary  
School  
Library

View All ▼

DEBBIE PRICE

Log Out

Help

Shop

Community

Home Dashboard Catalog Circulation Reports

New Message(s)

Read

Check Out

Check Out

Check Out Text

Check In

Check In Text

Renew

Holds/ILL

Fines

Copy Status

Patron Status

Offline Circulation

Library Information

Textbook Information

How do I... ?

To Patron By Homeroom

Find

Go

Find Patron

Find Copy

Add Title

☒ Only my patrons

☐ Only search

Last Name ▼

☐ Only Active Patrons

Due

Dates

**WITHDRAWN** (Faculty: P 900)

Edit Patron

Checked Out Library: 364 / Textbooks: 1

Grade Level

Overdue Library: 364 / Textbooks: 1

Homeroom

Holds Ready 0

Teacher

Fines Library: \$0.00 / Textbooks: \$0.00  
Patron: \$0.00

Track

Grade

Internet Permission

☐ Only today's check outs

Print Receipt

### Items Out

Due Date	Title	Call Number	Price	Checked Out	
6/6/2018	Harriet the spy (Copy: T 11564)	VC Harriet	\$30.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	Holes (Copy: T 12018)	VC Holes	\$30.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	James and the giant peach : a children's story (Copy: T 12017)	VC James	\$30.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	The miracle worker (Copy: T 11565)	VC Miracle	\$30.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	The odyssey (Copy: T 6044)	VC Odyssey		5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	Shiloh 2 Shiloh season (Copy: T 6852)	VC Shiloh	\$30.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	Stuart Little (Copy: T 11630)	VC Stuart	\$20.00	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	Tall tale the unbelievable adventure (Copy: T 14611)	VC 398 Tall	\$29.95	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	Where the red fern grows (Copy: T 16756)	DVD Where	\$21.96	5/30/2018	<div>Renew</div> <div>Lost</div>
6/6/2018	White wolves II legend of the wild (Copy: T 11631)	VC White	\$20.00	5/30/2018	<div>Renew</div> <div>Lost</div>

Reset



6/13/2018	 <b>20,000 leagues under the sea</b> (Copy: T 3238)	F Verne	\$14.44	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>145th Street : stories</b> (Copy: SC Myers T 10078)		\$12.76	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Abby and the notorious neighbor</b> (Copy: T 12179)	PB Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Abby the bad sport</b> (Copy: T 1852)	PB Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Abby's twin</b> (Copy: T 1847)	PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Abel's island</b> (Copy: T 1369)	F Steig	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The absolute</b> (Copy: T 6581)	PB F Applegate	\$10.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The absolutely true story-- how I visited Yellowstone Park with the terrible Rupes</b> (Copy: T 3489)	F Roberts	\$12.75	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Adam of the road</b> (Copy: T 3747)	F Vining	\$16.14	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Adam of the road</b> (Copy: T 8859)	F Vining	\$11.64	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The adventures of Huckleberry Finn</b> (Copy: T 20816)	Fic Twain	\$7.99	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The adventures of Huckleberry Finn</b> (Copy: T 3258)	F Twain	\$13.59	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The Adventures of Huckleberry Finn : "Tom Sawyer's comrade"</b> (Copy: T 9562)	F Twain	\$8.26	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The adventures of Pinocchio</b> (Copy: T 17338)	F Rizzi	\$10.95	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The adventures of Robinson Crusoe</b> (Copy: T 17047)	F Vogel	\$8.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The adventures of Sherlock Holmes</b> (Copy: T 17044)	F Vogel	\$8.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The Adventures of Tom Sawyer.</b> (Copy: T 14541)	F Twain	\$14.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The adventures of Tom Sawyer</b> (Copy: T 3306)	F Twain	\$18.70	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The adventures of Tom Sawyer</b> (Copy: T 9663)	F Twain	\$8.26	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>After the dancing days</b> (Copy: T 1155)	F Rostkowski	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Alice in Wonderland ; and, Through the looking glass</b> (Copy: T 11809)	F Carroll	\$14.44	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>

6/13/2018	 <b>Alice Rose &amp; Sam : a novel</b> (Copy: T 3200)	F Lasky	\$15.95	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Alice's adventures in Wonderland</b> (Copy: T 3563)	F Carroll	\$14.95	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Alice's adventures in Wonderland</b> (Copy: T 5588)	F Carroll	\$14.95	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The alien</b> (Copy: T 1740)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Aliens, robots, and spaceships</b> (Copy: T 18106)	809.3 Rovin	\$35.00	6/5/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>All Joseph wanted</b> (Copy: T 3903)	F Radin	\$11.90	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>--and now Miguel</b> (Copy: T 1838)	F Krumgold	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The android</b> (Copy: T 1648)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The android</b> (Copy: T 1742)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Anna is still here</b> (Copy: T 3273)	F Vos	\$12.75	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Anne of Avonlea : an Anne of Green Gables story</b> (Copy: T 5955)	F Montgomery	\$13.59	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The answer</b> (Copy: T 6580)	PB F Applegate	\$10.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Around the world in eighty days</b> (Copy: T 3846)	F Verne	\$21.24	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Around the world in eighty days</b> (Copy: T 7082)	F Verne	\$21.64	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The arrival</b> (Copy: T 6350)	PB F Applegate	\$10.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Arthur, high king of Britain</b> (Copy: T 3882)	F Morpurgo	\$18.70	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Baby-sitters' summer vacation</b> (Copy: T 12176)	PB F Martin	\$6.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Ballet shoes</b> (Copy: T 3983)	F Streatfield	\$8.74	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Bat 6</b> (Copy: T 4053)	F Wolff	\$14.41	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The battle for the castle</b> (Copy: T 4046)	F Winthrop	\$13.56	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Beauty</b> (Copy: T 4661)	F Wallace	\$13.56	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Beauty</b> (Copy: T 5957)	F Wallace	\$14.41	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>

6/13/2018	 <b>Becoming Felix</b> (Copy: T 3338)	F Wilson	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Bed-knob and broomstick</b> (Copy: T 10430)	F Norton	\$11.90	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The beginning</b> (Copy: T 6615)	PB F Applegate	\$10.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>John Bellairs's Johnny Dixon in the wrath of the grinning ghost</b> (Copy: T 10013)	F Strickland	\$14.44	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Belle Prater's boy</b> (Copy: T 5162)	F White	\$17.30	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The bells of Christmas</b> (Copy: T 3881)	F Hamilton	\$15.26	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Between the dragon and the eagle</b> (Copy: T 3955)	F Schneider	\$15.95	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Beyond providence</b> (Copy: T 3967)	F Schnur	\$10.20	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The Birds' Christmas Carol</b> (Copy: T 4084)	F Wiggan	\$8.46	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The black arrow : a tale of the two roses</b> (Copy: T 9604)	F Stevenson	\$23.80	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Black Beauty</b> (Copy: T 5908)	F Sewell	\$12.71	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Black elephant with a brown ear (in Alabama)</b> (Copy: T 3795)	SC Porte	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Black Gold</b> (Copy: T 1179)	F Henry	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The black pearl.</b> (Copy: T 5165)	F O'Dell	\$27.12	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Blackwater Swamp</b> (Copy: T 4048)	F Wallace	\$16.50	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>A blue-eyed daisy</b> (Copy: T 4004)	F Rylant	\$12.75	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>A blue-eyed daisy</b> (Copy: T 5976)	F Rylant	\$12.75	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The Blue Hill Meadows</b> (Copy: T 12947)	F Rylant	\$8.50	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The Borrowers aloft ; with the short tale, Poor Stainless</b> (Copy: T 4450)	F Norton	\$14.45	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Boy-crazy Stacey</b> (Copy: T 16475)	PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Boy2girl</b> (Copy: T 15406)	F Blacker	\$13.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>A break with charity : a</b>	F Rinaldi	\$11.65	6/7/2018	<input type="button" value="Renew"/>

		<b>story about the Salem witch trials</b> (Copy: T 9482)					<input type="button" value="Lost"/>
6/13/2018		<b>Calico Captive</b> (Copy: T 3303)	F Speare	\$14.45	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Camelot</b> (Copy: T 4534)	SC Camelot	\$16.96	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Carry on, Mr. Bowditch</b> (Copy: T 3187)	F Latham	\$17.05	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The castle in the attic</b> (Copy: T 1227)	F Winthrop	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>CatDog undercover</b> (Copy: T 11056)	F Banks	\$10.95	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Cattail moon</b> (Copy: T 3242)	F Thesman	\$13.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Choosing up sides</b> (Copy: T 3246)	F Ritter	\$17.04	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The Christmas spurs</b> (Copy: T 4675)	F Wallace	\$13.56	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Claudia and mean Janine</b> (Copy: T 16482)	PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Claudia and the perfect boy</b> (Copy: T 12144)	PB F Martin	\$3.50	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Claudia and the phantom phone calls</b> (Copy: T 16473)	PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Claudia gets her guy</b> (Copy: T 12177)	PB F Martin	\$8.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Claudia, queen of the seventh grade</b> (Copy: T 1768)	PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Come morning</b> (Copy: T 3956)	F Guccione	\$15.95	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The comeback dog</b> (Copy: T 4136)	F Thomas	\$13.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Companions of the night</b> (Copy: T 10011)	F Vande Velde	\$14.45	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The conspiracy</b> (Copy: T 12169)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The conspiracy</b> (Copy: T 1696)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Counting on grace</b> (Copy: T 15646)	F Winthrop	\$8.50	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>Crandalls' castle</b> (Copy: T 13173)	F Wright	\$8.50	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018		<b>The cuckoo's child</b> (Copy: T 3483)	F Freeman	\$12.75	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>

6/13/2018	 <b>Dancing on the bridge of Avignon</b> (Copy: T 3272)	F Vos	\$12.71	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Danger along the Ohio</b> (Copy: T 3210)	F Willis	\$12.75	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Dangerous skies</b> (Copy: T 10338)	F Staples	\$13.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The dark frigate : wherein is told the story of Philip Marsham who lived in the time of King Charles and was bred a sailor but came home to England af</b> (Copy: T 3816)	F Hawes	\$21.81	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The dark-thirty : Southern tales of the supernatural</b> (Copy: T 3886)	F McKissack	\$15.05	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Daughter of Suqua</b> (Copy: T 3234)	F Hamm	\$14.95	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Dawn and the impossible three</b> (Copy: T 16476)	PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Dawn and the school spirit war</b> (Copy: T 12173)	PB F Martin	\$3.50	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Dawn and too many sitters</b> (Copy: T 12142)	PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>A day no pigs would die.</b> (Copy: T 3655)	F Peck	\$19.97	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Day of tears : a novel in dialogue</b> (Copy: T 15415)	F Lester	\$12.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Dear Napoleon, I know you're dead, but--</b> (Copy: T 3677)	F Woodruff	\$13.56	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The departure</b> (Copy: T 1998)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Dicey's song</b> (Copy: T 4017)	F Voigt	\$14.45	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The diversion</b> (Copy: T 6304)	PB F Applegate	\$10.64	6/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>A dog called Kitty</b> (Copy: T 4814)	F Wallace	\$13.56	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>A dog on Barkham Street</b> (Copy: T 4577)	F Stolz	\$14.89	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>The drummer boy of Vicksburg</b> (Copy: T 3774)	F Wisler	\$13.59	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Dune messiah</b> (Copy: T 9483)	F Herbert	\$12.64	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>An Easter egg hunt</b> (Copy: T 1471)	F Freeman	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	 <b>Elfangor's secret</b> (Copy: T 6372)	PB F Applegate	\$10.00	6/11/2018	<input type="button" value="Renew"/>	

6/13/2018	 <b>Emma-Jean Lazarus fell in love</b> (Copy: T 17403)	F Tarshis	\$12.50	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The encounter</b> (Copy: T 1643)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The encounter</b> (Copy: T 1749)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The eternal spring of Mr. Ito</b> (Copy: T 6975)	F Garrigue	\$8.30	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The experiment</b> (Copy: T 1649)	PB F Applegate	\$4.99	6/11/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The facts and fictions of Minna Pratt</b> (Copy: T 4526)	F MacLachlan	\$14.89	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The familiar</b> (Copy: T 6362)	PB F Applegate	\$10.64	6/11/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>Fantastic creatures : an anthology of fantasy and science fiction</b> (Copy: T 1146)	SC Fantastic	\$15.00	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <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="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>Finding our way : stories</b> (Copy: T 12961)	F Saldana	\$8.50	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>A fine white dust</b> (Copy: T 5081)	F Rylant	\$13.60	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>Finishing Becca : a story about Peggy Shippen and Benedict Arnold</b> (Copy: T 9475)	F Rinaldi	\$11.65	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The Firework-maker's daughter</b> (Copy: T 10103)	F Pullman	\$13.56	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The fledgling</b> (Copy: T 4806)	F Langton	\$14.25	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>A flight of angels</b> (Copy: T 9007)	F Trease	\$23.88	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The forgotten</b> (Copy: T 1652)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The forgotten</b> (Copy: T 1744)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>Friedrich</b> (Copy: T 4554)	F Richter	\$8.74	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>The Gentleman Outlaw and me-- Eli : a story of the Old West</b> (Copy: T 4024)	F Hahn	\$8.30	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>George on his own</b> (Copy: T 3689)	F Lawlor	\$13.95	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 <b>Ghosts don't get goose</b>	F Woodruff	\$13.56	6/7/2018	<input type="button" value="Lost"/>

bumps (Copy: T 4690)						Renew
						Lost
6/13/2018	 <b>Gib and the gray ghost</b> (Copy: T 7201)	F Snyder	\$11.17	6/7/2018		Renew
						Lost
6/13/2018	 <b>Gib rides home</b> (Copy: T 13685)	F Snyder	\$8.50	6/7/2018		Renew
						Lost
6/13/2018	 <b>The golem : a version</b> (Copy: T 3676)	F Rogasky	\$16.11	6/7/2018		Renew
						Lost
6/13/2018	 <b>The good master</b> (Copy: T 8838)	F Seredy	\$10.64	6/7/2018		Renew
						Lost
6/13/2018	 <b>Good night, Mr. Tom</b> (Copy: T 8837)	F Magorian	\$10.60	6/7/2018		Renew
						Lost
6/13/2018	 <b>Great expectations</b> (Copy: T 17039)	F Yamamoto	\$8.00	6/7/2018		Renew
						Lost
6/13/2018	 <b>Gulliver's travels</b> (Copy: T 12995)	F Swift	\$28.95	6/7/2018		Renew
						Lost
6/13/2018	 <b>Gully's travels</b> (Copy: T 16989)	F Seidler	\$12.50	6/7/2018		Renew
						Lost
6/13/2018	 <b>The gypsy game</b> (Copy: T 3864)	F Snyder	\$13.56	6/7/2018		Renew
						Lost
6/13/2018	 <b>Half-human</b> (Copy: T 11354)	SC Half-human	\$13.56	6/7/2018		Renew
						Lost
6/13/2018	 <b>Hang a thousand trees with ribbons : the story of Phillis Wheatley</b> (Copy: T 3807)	F Rinaldi	\$10.20	6/7/2018		Renew
						Lost
6/13/2018	 <b>Happy holidays, Jessi</b> (Copy: T 1848)	PB F Martin	\$5.00	6/11/2018		Renew
						Lost
6/13/2018	 <b>The headless Cupid</b> (Copy: T 4732)	F Snyder	\$14.45	6/7/2018		Renew
						Lost
6/13/2018	 <b>Heidi</b> (Copy: T 20563)	[Fic]Spyri	\$12.99	6/7/2018		Renew
						Lost
6/13/2018	 <b>Heidi</b> (Copy: T 4507)	F Spyri	\$12.71	6/7/2018		Renew
						Lost
6/13/2018	 <b>The hero and the crown</b> (Copy: T 3715)	F McKinley	\$13.60	6/7/2018		Renew
						Lost
6/13/2018	 <b>The hidden : Animorphs</b> (Copy: T 6371)	PB F Applegate	\$10.00	6/11/2018		Renew
						Lost
6/13/2018	 <b>The hobbit, or, There and back again</b> (Copy: T 10647)	F Tolkien	\$13.60	6/7/2018		Renew
						Lost
6/13/2018	 <b>The Hobbit : or, There and back again</b> (Copy: T 9699)	F Tolkien	\$10.66	6/7/2018		Renew
						Lost
6/13/2018	 <b>Hold fast to dreams</b> (Copy: T 3782)	F Pinkney	\$13.60	6/7/2018		Renew
						Lost
6/13/2018	 <b>Homecoming</b> (Copy: T 3738)	F Voigt	\$15.30	6/7/2018		Renew

							Lost
6/13/2018	Honey, baby, sweetheart (Copy: T 17155)	F Caletti	\$12.50	6/7/2018			Renew
							Lost
6/13/2018	Hope's crossing (Copy: T 3189)	F Goodman	\$12.75	6/7/2018			Renew
							Lost
6/13/2018	Horowitz horror : stories you'll wish you'd never read (Copy: T 16951)	SC Horowitz	\$12.76	6/7/2018			Renew
							Lost
6/13/2018	The hunchback of Notre Dame (Copy: T 17038)	F Vogel	\$8.00	6/7/2018			Renew
							Lost
6/13/2018	The hunchback of Notre-Dame (Copy: T 5910)	F Symonds	\$12.71	6/7/2018			Renew
							Lost
6/13/2018	I am Regina (Copy: T 4349)	F Keehn	\$13.59	6/7/2018			Renew
							Lost
6/13/2018	I am Regina (Copy: T 4529)	F Keehn	\$13.59	6/7/2018			Renew
							Lost
6/13/2018	I, Juan de Pareja (Copy: T 5115)	F Trevino	\$8.71	6/7/2018			Renew
							Lost
6/13/2018	The illusion (Copy: T 12154)	PB F Applegate	\$4.99	6/11/2018			Renew
							Lost
6/13/2018	The incredible journey (Copy: T 8851)	F Burnford	\$10.49	6/7/2018			Renew
							Lost
6/13/2018	The invasion (Copy: T 1751)	PB F Applegate	\$5.00	6/11/2018			Renew
							Lost
6/13/2018	The invisible man (Copy: T 13900)	F Vogel	\$9.95	6/7/2018			Renew
							Lost
6/13/2018	Island of the Blue Dolphins. (Copy: T 6971)	F O'Dell	\$15.00	6/7/2018			Renew
							Lost
6/13/2018	The island on Bird Street (Copy: T 3313)	F Orlev	\$13.60	6/7/2018			Renew
							Lost
6/13/2018	James Printer : a novel of rebellion (Copy: T 4057)	F Jacobs	\$13.56	6/7/2018			Renew
							Lost
6/13/2018	Japanese children's favorite stories (Copy: T 1265)	SC Japanese	\$15.00	6/7/2018			Renew
							Lost
6/13/2018	Jessi and the bad baby-sitter (Copy: T 12175)	PB F Martin	\$3.50	6/11/2018			Renew
							Lost
6/13/2018	Jessi and the dance school phantom (Copy: T 12180)	PB F Martin	\$5.50	6/11/2018			Renew
							Lost
6/13/2018	Jo and the bandit (Copy: T 3915)	F Roberts	\$13.60	6/7/2018			Renew
							Lost
6/13/2018	John Treegate's musket (Copy: T 6020)	F Wibberley	\$15.00	6/7/2018			Renew
							Lost
6/13/2018	Johnny Tremain : a novel for old & young (Copy: T 10059)	F Forbes	\$12.00	6/7/2018			Renew
							Lost
6/13/2018	Joseph's choice-- 1861	F Pryor	\$8.50	6/7/2018			



(Copy: T 7288)

							<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>The journey</b> (Copy: T 6358)	PB F Applegate	\$10.64	6/11/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>The journey</b> (Copy: T 6369)	PB F Applegate	\$10.64	6/11/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Journey outside</b> (Copy: T 4790)	F Steele	\$15.00	6/7/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Journey to Jo'burg : a South African story</b> (Copy: T 4367)	F Naidoo	\$14.89	6/7/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Journey to Topaz : a story of the Japanese-American evacuation</b> (Copy: T 3471)	F Uchida	\$13.21	6/7/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>The jungle books</b> (Copy: T 18218)	PB F Kipling	\$4.95	5/30/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>The jungle books</b> (Copy: T 18219)	PB F Kipling	\$4.95	5/30/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>The junkyard dog</b> (Copy: T 3868)	F Tamar	\$8.74	6/7/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Karen's ghost</b> (Copy: T 1671)	PB F Martin	\$5.00	6/11/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Karen's hurricane</b> (Copy: T 12165)	PB F Martin	\$5.00	6/11/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Karen's school mystery</b> (Copy: T 12166)	PB F Martin	\$3.00	6/11/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Karen's school picture</b> (Copy: T 1672)	PB F Martin	\$3.50	6/11/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>King of the Wind;</b> (Copy: T 3908)	F Henry	\$13.56	6/7/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>The King's fifth</b> (Copy: T 6972)	F O'Dell	\$15.00	6/7/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Kinship</b> (Copy: T 3204)	F Krisher	\$13.56	6/7/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>The kitchen Madonna.</b> (Copy: T 1931)	F Godden	\$15.00	6/7/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Knight's wyrd</b> (Copy: T 9134)	F Doyle	\$11.65	6/7/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Kristy and the kidnapper</b> (Copy: T 12153)	PB F Martin	\$5.00	6/11/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Kristy and the Mother's Day surprise</b> (Copy: T 11667)	PB F Martin	\$10.00	6/11/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Kristy and the sister war</b> (Copy: T 1853)	PB F Martin	\$5.00	6/11/2018			<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018	<b>Kristy and the snobs</b> (Copy: T 11668)	PB F Martin	\$10.00	6/11/2018			<input type="button" value="Renew"/>

6/13/2018	 <b>Kristy power!</b> (Copy: T 1958) PB F Martin	\$5.00	6/11/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 <b>The land</b> (Copy: T 12378) F Taylor	\$15.95	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 <b>Lena</b> (Copy: T 1505) F Woodson	\$8.50	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 <b>Let my people go : Bible stories told by a freeman of color to his daughter, Charlotte, in Charleston, South Carolina, 1806-1816</b> (Copy: T 7393)	\$25.90	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 <b>Liars</b> (Copy: T 4033) F Petersen	\$12.75	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>The little riders</b> (Copy: T 4492) F Shemin	\$8.71	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>The little riders</b> (Copy: T 4691) F Shemin	\$8.71	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>Little town at the crossroads</b> (Copy: T 4560) F Wilkes	\$15.89	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>Little women</b> (Copy: T 12989) F Alcott	\$27.95	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>Little women</b> (Copy: T 2982) F Alcott	\$16.14	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>Little women</b> (Copy: T 5905) F Gerver	\$19.95	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>Little women</b> (Copy: T 9569) F Alcott	\$10.66	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>The maestro</b> (Copy: T 4550) F Wynne-Jones	\$14.41	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>Mallory and the trouble with twins</b> (Copy: T 11670) PB F Martin	\$10.00	6/11/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>The man who loved clowns</b> (Copy: T 4530) F Wood	\$14.44	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>Mary Anne saves the day</b> (Copy: T 11666) PB F Martin	\$10.00	6/11/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>Mary Anne to the rescue</b> (Copy: T 1767) PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>Mary Anne's big breakup</b> (Copy: T 1955) PB F Martin	\$5.00	6/11/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>The master puppeteer</b> (Copy: T 1453) F Paterson	\$15.00	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>Melitte</b> (Copy: T 3742) F Shaik	\$13.59	6/7/2018	<input type="button" value="Renew"/>
				<input type="button" value="Lost"/>
6/13/2018	 <b>The message</b> (Copy: T 1647) PB F	\$4.99	6/11/2018	

							<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>The minstrel's melody</b> (Copy: T 15234)	F Tate	\$11.89	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>Missing May</b> (Copy: T 4660)	F Rylant	\$16.21	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>Misty of Chincoteague;</b> (Copy: T 3922)	F Henry	\$13.60	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>Moreta, dragonlady of Pern</b> (Copy: T 9123)	F McCaffrey	\$12.64	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>My friend Flicka</b> (Copy: T 9797)	F O'Hara	\$9.76	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>My name is not Angelica</b> (Copy: T 4082)	F O'Dell	\$15.30	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>My trip to Alpha I</b> (Copy: T 4397)	F Slote	\$14.89	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>A Newbery Christmas : fourteen stories of Christmas by Newbery Award-winning authors</b> (Copy: T 3853)	SC Newbery	\$16.96	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>Newbery Halloween : a dozen scary stories by Newbery award-winning authors</b> (Copy: T 7166)	SC Newbery	\$20.90	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>Night of the soul stealer</b> (Copy: T 16563)	F Delaney	\$12.00	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>Ninjas, piranhas, and Galileo</b> (Copy: T 13783)	F Smith	\$10.00	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>The noonday friends</b> (Copy: F Stolz T 4563)	F Stolz	\$14.89	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>The noonday friends</b> (Copy: F Stolz T 4807)	F Stolz	\$14.89	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>Oasis</b> (Copy: T 3249)	F Maguire	\$12.71	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>Of nightingales that weep.</b> (Copy: T 1455)	F Paterson	\$15.00	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>Of two minds</b> (Copy: T 3895)	F Matas	\$13.60	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>Oh, boy! Babies!</b> (Copy: T 1220)	649 Herzig	\$15.00	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>On to Oregon</b> (Copy: T 3714)	F Morrow	\$13.60	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>The once and future king</b> (Copy: T 10087)	F White	\$22.06	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>
6/13/2018	<b>One of the third grade Thonkers</b> (Copy: T 3902)	F Naylor	\$13.60	6/7/2018			<a href="#">Renew</a>
							<a href="#">Lost</a>

6/13/2018	<b>The ornament tree</b> (Copy: T 3251)	F Thesman	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The other side of silence</b> (Copy: T 3779)	F Mahy	\$12.74	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The perilous gard</b> (Copy: T 9244)	F Pope	\$11.64	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The phantom tollbooth</b> (Copy: T 3756)	F Juster	\$16.96	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The phoenix and the carpet</b> (Copy: T 11510)	F Nesbit	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>A place in the sun</b> (Copy: T 3244)	F Rubalcaba	\$11.86	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The planet of Junior Brown</b> (Copy: T 10106)	F Hamilton	\$15.30	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The predator</b> (Copy: T 1748)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>Presidents, pitchers, and passers.</b> (Copy: T 1379)	SC Hurst	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The pretender</b> (Copy: T 1739)	PB Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The prince and the pauper : a tale for young people of all ages</b> (Copy: T 9563)	F Twain	\$7.46	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The princess and the goblin</b> (Copy: T 4161)	F MacDonald	\$18.70	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The prophecy</b> (Copy: T 12170)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The prophecy</b> (Copy: T 1690)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The proposal</b> (Copy: T 1854)	PB F Applegate	\$8.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>Rabbit Hill</b> (Copy: T 1147)	F Lawson	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>Rabble Starkey</b> (Copy: T 3262)	F Lowry	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>Rachel Chance</b> (Copy: T 3302)	F Thesman	\$12.75	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The raging quiet</b> (Copy: T 10010)	F Jordan	\$14.45	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The Random House book of humor for children</b> (Copy: T 10378)	SC Random	\$13.97	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The Random House book of sports stories</b> (Copy: T 10377)	SC Random	\$13.97	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	<b>The reaction</b> (Copy: T 1737)	PB F Applegate	\$3.99	6/11/2018	<input type="button" value="Renew"/>

6/13/2018	 <b>The red bandanna</b> (Copy: T 11508)	F Smith	\$15.00	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Red sky at morning</b> (Copy: T 4037)	F Wyman	\$13.56	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Refugee boy</b> (Copy: T 11323)	F Zephaniah	\$8.50	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The remarkable journey of Prince Jen</b> (Copy: T 3637)	F Alexander	\$13.59	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The resistance</b> (Copy: T 6574)	PB F Applegate	\$10.64	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The reunion</b> (Copy: T 1695)	PB F Applegate	\$4.99	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The revelation</b> (Copy: T 6363)	PB F Applegate	\$10.64	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Riddle of the prairie bride</b> (Copy: T 15229)	F Reiss	\$11.89	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Rifles for Watie</b> (Copy: T 5053)	F Keith	\$15.89	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Roller skates</b> (Copy: T 3970)	F Sawyer	\$8.74	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Rookie of the year</b> (Copy: T 9009)	F Tunis	\$11.65	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Rowan Hood, outlaw girl of Sherwood Forest</b> (Copy: T 10434)	F Springer	\$12.40	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The sacrifice</b> (Copy: T 6795)	PB F Applegate	\$10.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The Sandy Bottom Orchestra</b> (Copy: T 3811)	F Keillor	\$15.89	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Sarny, a life remembered</b> (Copy: T 3852)	F Paulsen	\$13.56	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The scariest night</b> (Copy: T 4044)	F Wright	\$13.56	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Search for the shadowman</b> (Copy: T 3854)	F Nixon	\$13.56	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Searching for dragons</b> (Copy: T 3805)	F Wrede	\$14.41	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Secrets at Hidden Valley</b> (Copy: T 3230)	F Roberts	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The separation</b> (Copy: T 12171)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The separation</b> (Copy: T 1697)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The shadow children</b> (Copy: F Schnur		\$15.93	6/7/2018	

		T 3694)					<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Shadow of a bull</b> (Copy: T 4032)	F Wojciechowska	\$13.60	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Shadow of a bull</b> (Copy: T 6029)	F Wojciechowska	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The shadows of Ghadames</b> (Copy: T 14528)	F Stolz	\$14.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Shane</b> (Copy: T 9978)	F Schaefer	\$15.30	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The shimmershine queens</b> (Copy: T 7308)	F Yarbrough	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Sign of the dove</b> (Copy: T 3495)	F Fletcher	\$14.45	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Silent thunder : a Civil War story</b> (Copy: T 14759)	F Pinkney	\$6.99	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Singularity</b> (Copy: T 8915)	F Sleator	\$10.64	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Sister</b> (Copy: T 4571)	F Greenfield	\$13.56	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The slave dancer : a novel</b> (Copy: T 1834)	F Fox	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Small Wolf.</b> (Copy: T 1264)	E Benchley	\$15.00	5/30/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>A solitary blue</b> (Copy: T 3907)	F Voigt	\$15.30	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The song of the Magdalene</b> (Copy: T 3987)	F Napoli	\$13.56	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Sons from afar</b> (Copy: T 1235)	F Voigt	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Stacey and the fashion victim</b> (Copy: T 12185)	PB F Martin	\$5.00	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Stacey McGill--matchmaker?</b> (Copy: T 12182)	PB F Martin	\$5.00	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Stacey the math whiz</b> (Copy: T 1769)	PB F Martin	\$5.00	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Stacey vs. the BSC</b> (Copy: T 12143)	PB F Martin	\$5.00	6/11/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>Steal away home</b> (Copy: T 4973)	F Ruby	\$13.60	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The storyteller's daughter</b> (Copy: T 3288)	F Thesman	\$13.60	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		<b>The strange case of Baby H</b> (Copy: T 15225)	F Reiss	\$11.89	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>

6/13/2018	 <b>The stranger</b> (Copy: T 1746)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Straw into gold</b> (Copy: T 10410)	F Schmidt	\$10.95	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Streams to the river, river to the sea : a novel of Sacagawea</b> (Copy: T 4133)	F O'Dell	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>A string in the harp</b> (Copy: T 4815)	F Bond	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Sugar isn't everything : a support book, in fiction form, for the young diabetic</b> (Copy: T 9496)	F Roberts	\$10.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The suitcase kid</b> (Copy: T 3863)	F Wilson	\$13.56	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Summer of my German soldier.</b> (Copy: T 1613)	F Greene	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>A sunburned prayer</b> (Copy: T 4016)	F Talbert	\$11.90	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Sweet whispers, Brother Rush</b> (Copy: T 4934)	F Hamilton	\$16.99	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The Swiss family Robinson</b> (Copy: T 4350)	F Wyss	\$14.41	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The Swiss family Robinson</b> (Copy: T 4508)	F Wyss	\$14.41	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Switching well</b> (Copy: T 3740)	F Griffin	\$14.45	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Take a chance, Gramps!</b> (Copy: T 8881)	F Okimoto	\$9.64	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Tallahassee Higgins</b> (Copy: T 5995)	F Hahn	\$8.74	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Tearaways</b> (Copy: T 3838)	SC Klein	\$11.04	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Thank you, Dr. Martin Luther King, Jr.!</b> (Copy: T 8818)	F Tate	\$9.64	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The Prince and the Pauper.</b> (Copy: T 17040)	F Twain	\$8.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The thief</b> (Copy: T 3796)	F Turner	\$12.75	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Thomas</b> (Copy: T 1052)	F Pryor	\$8.50	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The threat</b> (Copy: T 1995)	PB F Applegate	\$5.00	6/11/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>The three musketeers</b> (Copy: T 17041)	F Vogel	\$8.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 <b>Through Grandpa's eyes</b>	F MacLachlan	\$14.89	6/7/2018	<input type="button" value="Renew"/>

		(Copy: T 4580)					Lost
6/13/2018		<b>Time enough for drums</b> (Copy: T 9499)	F Rinaldi	\$10.15	6/7/2018		Renew
							Lost
6/13/2018		<b>To race a dream</b> (Copy: T 3294)	F Savage	\$13.60	6/7/2018		Renew
							Lost
6/13/2018		<b>To ride the gods' own stallion</b> (Copy: T 7280)	F Wilson	\$8.50	6/7/2018		Renew
							Lost
6/13/2018		<b>The trap</b> (Copy: T 15755)	F Smelcer	\$12.00	6/7/2018		Renew
							Lost
6/13/2018		<b>Treasure Island</b> (Copy: T 17066)	F Stevenson	\$8.00	6/7/2018		Renew
							Lost
6/13/2018		<b>The trial : a novel</b> (Copy: T 13959)	F Bryant	\$15.00	6/7/2018		Renew
							Lost
6/13/2018		<b>The trouble with Tuck</b> (Copy: T 4086)	F Taylor	\$17.01	6/7/2018		Renew
							Lost
6/13/2018		<b>The trumpeter of Krakow</b> (Copy: T 5087)	F Kelly	\$14.45	6/7/2018		Renew
							Lost
6/13/2018		<b>The truth about Stacey</b> (Copy: T 16466)	PB F Martin	\$5.00	6/11/2018		Renew
							Lost
6/13/2018		<b>Ugly</b> (Copy: T 15628)	F Napoli	\$12.00	6/7/2018		Renew
							Lost
6/13/2018		<b>The ultimate</b> (Copy: T 6586)	PB F Applegate	\$10.64	6/11/2018		Renew
							Lost
6/13/2018		<b>Under the cat's eye : a tale of morph and mystery</b> (Copy: T 10021)	F Rubinstein	\$10.00	6/7/2018		Renew
							Lost
6/13/2018		<b>The underground</b> (Copy: T 1999)	PB F Applegate	\$5.00	6/11/2018		Renew
							Lost
6/13/2018		<b>Unfinished dreams : a novel</b> (Copy: T 3900)	F Zalben	\$13.60	6/7/2018		Renew
							Lost
6/13/2018		<b>The unknown</b> (Copy: T 1863)	PB F Applegate	\$5.00	6/11/2018		Renew
							Lost
6/13/2018		<b>The visitor</b> (Copy: T 1750)	PB F Applegate	\$5.00	6/11/2018		Renew
							Lost
6/13/2018		<b>Visser</b> (Copy: T 6368)	PB F Applegate	\$10.00	6/11/2018		Renew
							Lost
6/13/2018		<b>The voyage of The Arctic Tern</b> (Copy: T 14780)	F Montgomery	\$6.29	6/7/2018		Renew
							Lost
6/13/2018		<b>Walking to the bus-rider blues</b> (Copy: T 7281)	F Robinet	\$8.50	6/7/2018		Renew
							Lost
6/13/2018		<b>Watership Down</b> (Copy: T 3511)	F Adams	\$23.37	6/7/2018		Renew
							Lost
6/13/2018		<b>The weakness</b> (Copy: T 6367)	PB F Applegate	\$10.00	6/11/2018		Renew
							Lost
6/13/2018		<b>Welcome home, Mary Anne</b>	PB F Martin	\$8.00	6/11/2018		Lost



(Copy: T 12164)

6/13/2018	 <b>What Were the Twin Towers?</b> (Copy: T 35060)	PB 725 O'Conner	\$5.99	5/30/2018
6/13/2018	 <b>When pigs fly</b> (Copy: T 12921)	F Wood	\$8.50	6/7/2018
6/13/2018	 <b>White Fang</b> (Copy: T 6190)	PB F London	\$5.99	5/30/2018
6/13/2018	 <b>Willow King</b> (Copy: T 3753)	F Platt	\$12.75	6/7/2018
6/13/2018	 <b>The wind in the willows</b> (Copy: T 11371)	F Grahame	\$22.06	6/7/2018
6/13/2018	 <b>The wind in the willows</b> (Copy: T 3680)	F Grahame	\$19.95	6/7/2018
6/13/2018	 <b>The witch of Blackbird Pond</b> (Copy: T 5063)	F Speare	\$13.60	6/7/2018
6/13/2018	 <b>Wolf by the ears</b> (Copy: T 9457)	F Rinaldi	\$10.64	6/7/2018
6/13/2018	 <b>World series</b> (Copy: T 8966)	F Tunis	\$9.60	6/7/2018
6/13/2018	 <b>Would my fortune cookie lie?</b> (Copy: T 3276)	F Pevsner	\$12.71	6/7/2018
6/13/2018	 <b>Young George Washington : the making of a hero</b> (Copy: T 3896)	F Rosenberg	\$16.80	6/7/2018
6/13/2018	 <b>Zeely</b> (Copy: T 4817)	F Hamilton	\$14.45	6/7/2018

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## **Board Reference Material**

**SUBJECT TITLE:**     **Disposal of Obsolete Electronic Equipment**

**REQUESTED ACTION:**   Approve

Action   X  

Discussion/Information           

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### **RECOMMENDATION:**

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

### **BACKGROUND INFORMATION:**

District staff has indicated that numerous computers and other electronic equipment has become inoperable and/or obsolete and are no longer being used by the District. A list of the obsolete equipment is attached.

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

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

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

None.

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

Monies received from the disposal of surplus property shall be placed in the General Fund.

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ORIGINATOR: Garth Gomes, Information Systems Manager  
Date: September 13, 2018

Site: \_\_\_\_\_

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

EX.	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
1	Copier	Minolta EP 4320	3113122	1	07302	Beyond Repair
2	Printer	HP Laserjet 4100	USBNJ12778	3	1953	Obsolete
3			USBNJ12787		2835	Obsolete
4			USBNJ13193		2696	Obsolete
5	Printer	HP Laserjet 4200	USBNX04003	2	08353	Obsolete
6			USDNX03916		08363	Obsolete
7	Printer	HP Laserjet 4050	USQX063506	1	1797	Obsolete
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\*STATUS:

GOOD

REPAIR NEEDED

BEYOND REPAIR

Site: \_\_\_\_\_

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

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**\*STATUS:**  
**GOOD**  
**REPAIR NEEDED**  
**BEYOND REPAIR**