

Please Note
This meeting is recorded.
Aviso:
Esta junta se graba 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, July 12, 2018

6:00 PM – Study Session

6:30 PM – Closed Session

7:00 PM - 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	

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

1. Differentiated Assistance Joint COE-LEA Overview Results
2. Merced County Parent Leadership Training Institute Report

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

1. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: CSEA/Confidential (No action).
2. Public Employee Appointment / Reassignment / Dismissal / Release / Retirement (Section 54957). (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. **RECOGNITION/INTRODUCTIONS**

1. Tom Kaljan/Kaljan and Associates
2. CSEA Outgoing President Recognition
3. Retiree Recognition

VI. **PUBLIC HEARING**

Public Presentations:

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

General Public Comment:

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

Public Comment on Agenda Items:

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

VII. **REPORTS**

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

VIII. **OLD BUSINESS**

IX. **NEW BUSINESS**

A. **English Learner Master Plan (ELMP) (Page 7)**

5 Min.

It is recommended the Board approve the 2018-2019 District English Learner Master Plan (ELMP).

Motion by _____ Seconded by _____

Proposed Action: Approve Plan

- B. Provisional Internship Permit (Page 10) **5 Min.**

It is recommended the Board approve a Provisional Internship Permit for the following teachers:

1. Salaz, Michael – Science Teacher, Biology - Los Banos High School
2. Brizzee, Dannette – English Teacher – Creekside Junior High School

Motion by _____ Seconded by _____

Proposed Action: Approve

- C. Authorization of Teaching Assignments (Page 13) **5 Min.**

It is recommended the Board adopt resolutions #33-18, #34-18, #35-18, approving waivers for indentified staff to teach outside of their credential authorization pursuant to Education Code Section 44258.7 C & D

Motion by _____ Seconded by _____

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

- D. Memorandum of Understanding –Certificated Substitute Shortages (Page 17) **5 Min.**

It is recommended that the Board approve the Memorandum of Understanding between LBUSD and LBTA

Motion By _____ Seconded By _____

Proposed Action: Approve MOU

- E. Memorandum of Understanding – Classified Position (Page 20) **5 Min.**

It is recommended that the Board approve the Memorandum of Understanding between LBUSD and CSEA

Motion By _____ Seconded By _____

Proposed Action: Approve MOU

- F. New Job Description (Page 22) **5 Min.**

It is recommended the Board approve the new job descriptions for:

- Administrative Secretary, District Office (page22)
- Child Nutrition Services Director (page 26)
- Fiscal Analyst (Page 30)
- Mental Health Counselor (Page 34)

Motion By _____ Seconded By _____

Proposed Action: Approve

- G. Revised Salary Schedules (Page 37) **5 Min.**

It is recommended that the Board approve salary schedules to accompany the new job descriptions for Child Nutrition Services Director, Fiscal Analyst, and Mental Health Counselor

Motion By _____ Seconded By _____
Proposed Action: Approve

- H. Board Policy (First Read) (Page 46) **5 Min.**

It is recommended the Board declare intent to adopt the following board policies:
AR-3320 and BP 3320 Claims And Actions Against The District

Motion By _____ Seconded By _____
Proposed Action: Declare Intent to Adopt

X. **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 on June 6, 2018 (Page 55)
Regular Meeting on June 14, 2018 (Page 56)
Special Meeting on June 21, 2018 (Page 63)
- B. Personnel Actions
1. Report of Certificated Staffing Actions (Page 64)
2. Report of Classified Staffing Actions (Page 6)
- C. Monthly Fiscal Report (Page 66)

The monthly Fiscal Report is provided for Board information

-
- D. Quarterly SISC GASB 45 Trust Investment Report (Page 74)

The annual GASB 45 Trust Investment Report is submitted for information

- E. Mitigation Agreement Inflation Factor (Page 77)

It is recommended the Board approve the 2018 inflation adjustment factor of an additional 4.17% to all appropriate fees outlined in all School Impact Mitigation Agreements and that the same inflation adjustment be applied to all future developer School Impact Mitigation Agreements.

F. Paid Prep Stipends (Page 80)

It is recommended the Board approve employee stipends for Paid Preps.

G. Williams Complaint Summary (Page 81)

It is recommended the Board approve the April/June Williams Complaint Summary Report as submitted.

H. New Course Adoptions (Second Reading 83)

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

French 4 & Portuguese 4	LBHS LOTE (Page 83)
Creative Writing Course	LBHS Elective (Page 84)
Chamber Singers: Honors	LBHS Music (Page 85)
Honors Chemistry	PHS Science (Page 86)

~~I. 2018-19 Consolidated Application (Page 87)~~

It is recommended the Board approve the 2018-19 Consolidated Application

J. 2018-19 Annual Adoption of Common Core State Standards (Page 89)

It is recommended the Board approve the Common Core State Standards (CCSS) as adopted by the California Department of Education (CDE) for the 2018-19 school year.

K. Agricultural Career Technical Education Incentive Grants, PHS & LBHS (Page 90)

It is recommended the Board approve the 2018-19 Agricultural Career Technical Education Incentive Grant funding applications for Los Banos and Pacheco High Schools.

L. Contracts/Agreements/Proposals

1. MCOE, Jack L. Boyd Outdoor School LBE March 12-15, 2019 (Page 103)
2. Imagine Learning Inc. Contract for Educational Software (Page 112)
3. MCOE, Lease Agreement for PHS Culinary Arts Classroom (Page 117)
4. MCOE, Lease Agreements, Special Ed Classrooms (Page 127)
5. Agreement, Mandate Resource Services, LLC for Mandated Costs (Page 138)
6. Agreement, Passantino-Andersen, LLC, for communication services (Page 142)
7. Agreement, KeepnTrack, Student and Volunteer Management (Page 151)
8. Agreement, Indoor Environment Services (IES), Energy Services (Page 158)
9. Agreement, Craig & Craig Security, After hours Security PHS (Page 166)
10. Agreement, Knowledge Saves Lives, for Threat Assessment Services (Page 169)
11. Agreement, Stuff the Bus Initiative (Page 171)
12. Agreement, MCOE Parent Leadership Training Institute cohorts (Page 172)
13. Proposal, The Office City, PHS Modularity Furniture (Page 175)

M. Out of State/Overnight Travel

1. LBE 6th Graders, Jack L. Boyd Outdoor School, March 12-15, 2019 (Page 177)
2. LBHS FFA Officer Retreat, Groveland, CA, July 24-26, 2018 (Page 178)
3. LBHS Girls' Tennis, Clovis September 7-8, 2018 (Page 179)
4. PHS Girls Cheer, UC Santa Cruz July 20-23, 2018 (Page 180)

N. Obsolete Books (Page 181)

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

O. Disposal of Obsolete Equipment (Page 197)

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

P. Approval/Ratification of Warrants

Motion By _____ Seconded By _____

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

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

XII. **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: English Learner Master Plan (ELMP)

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the 2018-2019 District English Learner Master Plan (ELMP).

BACKGROUND INFORMATION:

Los Banos Unified School District has a long-time commitment to providing programs which encourage all students to maximize their potential and allow for quality education for all students enrolled in the district. It is our philosophy that all students enrolled in this district will reach high levels of academic achievement. The focus of this plan is to articulate an organized plan that ensures that English Learners (ELs) are taught effectively while retaining students' confidence necessary to become proficient in the English language and successful members of our society. It is the position of this district that it is the school/district's responsibility to provide each student with the essential skills to succeed academically by meeting the California state standards as established by the state and succeed in a global, 21st century environment.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal1. Promote the educational success of all students by closing the achievement gap between groups of students by using best practices to attain proficiency or better by all students in reading and mathematics.

Goal10. Develop and maintain an effective communications system to inform the Board, staff and community about the District's academic progress, facility needs and annual budget.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Nancy Velador, English Language Coordinator
Date: July 12, 2018

Board Reference Material

SUBJECT TITLE: Provisional Internship Permit

REQUESTED ACTION: Approve

Action X

Discussion/Information

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. Salaz, Michael – Science Teacher, Biology - Los Banos High School
2. Brizzee, Dannette – English Teacher – Creekside Junior High School

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

ORIGINATOR: Tammie Calzadillas
 Assistant Superintendent, Human Resources
Date: July 12, 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 DANETTE BRIZZEE

SSN 547-83-7418

Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT

County/District/CDS Code 24 -65755

☐ Multiple Subject

☒ Single Subject - Specify subject(s): ENGLISH

☐ Education Specialist - Specify specialty area(s): _____

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.

(continued)

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 _____



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 MICHAEL SALAZ

SSN _____

Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT

County/District/CDS Code 24 -65755

☐ Multiple Subject

☒ Single Subject - Specify subject(s): SCIENCE - BIOLOGY

☐ Education Specialist - Specify specialty area(s): _____

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.

(continued)

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: **Authorization of Teaching Assignments**

REQUESTED ACTION: Adopt Resolutions

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt resolutions #33-18, #34-18, #35-18, approving waivers for indentified staff to teach outside of their credential authorization pursuant to Education Code Section 44258.7 C & D

BACKGROUND INFORMATION:

California credentialing guidelines require that all teachers be assigned in teaching positions for which they are appropriately licensed. Any teaching assignment out of the teacher's major or minor must be acknowledged and approved by the Board of Trustees.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports 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:

None at this time.

SPECIFIC FINANCIAL IMPACT:

None.

ORIGINATOR: Tammie Calzadillas, Assistant Superintendent, Human Resources

Date: July 12, 2018

Los Banos Unified School District

RESOLUTION # 33-18

TEACHER CONSENT FORM

Purpose: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Amanda E. Baker

Social Security #:

School Site: Los Banos Junior High School

Site Administrator: Deolinda Brasil, PRINCIPAL

Assignment: Student Ambassador

Grade Level: 7-8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-18 **To:** 6-30-19

Board Approval Date July 12, 2018

Other Pertinent Information:

Clear Multiple Subject:

Authorized Subject: General Subjects, Soc Science

Clear Single Subject:

Authorized Subject: Foundational-Level General Science

Crosscultural, Language and Academic Development Certificate

I mutually consent to this assignment,

Teacher's Signature

Date

Board President's Signature

Date

Los Banos Unified School District

RESOLUTION # 34-18

TEACHER CONSENT FORM

Purpose: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Karen Norris

Social Security #:

School Site: Los Banos Junior High School

Site Administrator: Deolinda Brasil, PRINCIPAL

Assignment: Yearbook

Grade Level: 7-8

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-18 **To:** 6-30-19

Board Approval Date July 12, 2018

Other Pertinent Information:

Clear Single Subject:

Authorized Subjects: Foundational-Level General Science
Health Science

Crosscultural, Language and Academic Development Certificate

I mutually consent to this assignment,

Teacher's Signature

Date

Board President's Signature

Date

Los Banos Unified School District

RESOLUTION # 35-18

TEACHER CONSENT FORM

Purpose: Pursuant to the Education Code, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of teacher's current credential authorization.

Teacher: Joshua Danner

Social Security #:

School Site: Los Banos High School

Site Administrator: Veli Gurgun, PRINCIPAL

Assignment: Digital Media Arts

Grade Level: 9-12

Legal Authorization Per Ed. Code: 44258.7 C&D

Assignment Date: **From:** 7-1-18 **To:** 6-30-19

Board Approval Date July 12, 2018

Other Pertinent Information:

Clear Single Subject:

Authorized Subject: Art, Anthropology

Crosscultural, Language and Academic Development Certificate

I mutually consent to this assignment,

Teacher's Signature

Date

Board President's Signature

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

Action X

Discussion/Information

RECOMMENDATION:

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

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 their teacher is absent for the day. When a substitute is not available there is a cost savings to the district. The MOU outlines how the sub shortage will become cost neutral to the district by paying the savings to those who voluntarily take on additional students throughout the day due to the absence of their teacher.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

The MOU reflects a cost neutral plan to ease the impact of a substitute shortage on others.

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources
DATE: July 12, 2018

Memorandum of Understanding
Between the Los Banos Unified School District
And
The Los Banos Unified Teachers' Association

1. Maximizing Campus Resources in Substitute Shortages:

Due to the current substitute (sub) shortage, many support and administrative personnel have been called upon to sub in classrooms. When it is necessary for site staff to cover a classroom due to a sub shortage, the coverage is to be provided according to the following order of available staff:

(a) Administration—Both administrators should be in the classroom before classes are split, unless the administrators have been scheduled for IEPs or SSTs for the day.

(b) Intervention teachers – Resource Teachers, Reading Specialists

*These are teachers who require compensation (reimbursement or comp time).

2. Volunteer Teachers:

If a teacher is absent and no sub is available, teachers can **volunteer** to take up to eleven (11) additional students into their classroom to cover for the sub shortage.

Teachers who volunteer are to be compensated according to the following:

-If the students are in the volunteer teacher's classroom for up to one hour, the volunteer teacher is to be paid \$5.00 per student.

-If the students are in the volunteer teacher's classroom for one to two hours, the volunteer teacher is to be paid \$10.00 per student.

-If the students are in the volunteer teacher's classroom for over two hours, the volunteer teacher is to be paid \$15.00 per student.

3. If a Volunteer Teacher chooses to forego compensation as described above, the teacher will receive compensation (comp) time according to the following:

-If the students are in the volunteer teacher's classroom from five minutes to one hour, the volunteer teacher is to receive one hour of comp time.

-If the students are in the volunteer teacher's classroom for one to two hours, the volunteer teacher is to receive three and a half (3.5) hours (a half day) of comp time.

-If the students are in the volunteer teacher's classroom for over two hours and up to lunch time, the volunteer teacher is to receive seven (7) hours (full day) of comp time.

- If the students are in the volunteer teacher's classroom for 3.5 hours or beyond, the teacher is to receive ten and a half (10.5) hours (one and a half days) of comp time.
- Primary Grade (Grades 1-3) teachers can volunteer to sub in a classroom after their students are dismissed. If a Primary Grade teacher volunteers to cover in the case of a sub shortage, the volunteer Primary Grade teacher is to be compensated with one hour of comp time. The comp time is earned by covering a classroom from five minutes after their dismissal to the end of the Intermediate (Grades 4-6) grades school day.

Agreed this eighteenth day of June, 2018.

For the Los Banos Unified School District:

For the Los Banos Teachers' Association:

Dr. Mark Marshall, Superintendent

Jason Walsh, President

Board Reference Material

SUBJECT TITLE: **Memorandum of Understanding – Classified Position**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the Memorandum of Understanding (MOU) between the California School Employees Association (CSEA) and the Los Banos Unified School District (LBUSD).

BACKGROUND INFORMATION:

The District and CSEA have met and agreed the Administrative Secretary (Confidential) position currently under the supervision of the Assistant Superintendent of Secondary Education shall be transferred permanently to the classified bargaining unit as a fulltime, twelve month (12 month), eight hour (8 hour) benefited position to begin for the 2018-2019 school year with the following provisions:

- The District shall transfer the Administrative Secretary (Confidential) position to the Classified Bargaining Unit as Administrative Secretary – District Office upon the retirement of the employee currently in the position.
- The District shall post, accept applications and interview for the newly created Administrative Secretary- District Office position by following the Collective Bargaining Agreement.
- The salary range shall be twenty-five (25) on the Los Banos Unified School District Classified Salary Schedule.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT:

N/A

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources
DATE: July 12, 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered between the Los Banos Unified School District (District) and the California School Employees Association and its Los Banos Chapter #092 (CSEA). The parties agree as follows:

- Upon the retirement of Kerri Nelson and Rita Chavez, respectively, the positions which each of them currently holds (Administrative Secretary (Confidential)) shall be transferred to the classified bargaining unit as a fulltime, 12 month, 8 hour position with health benefits and will be classified as Administrative Secretary – District Office (see new job description attached).
- At the time that each position is transferred to the classified bargaining unit the parties shall execute the appropriate paperwork with PERB to accomplish a voluntary unit modification.
- The District shall post, accept applications and interview for a vacant Administrative Secretary- District Office position by following the collective bargaining agreement between CSEA and the District.
- The salary range for the Administrative Secretary-District Office position shall be twenty-five (25) on the Classified Salary Schedule.
- The parties agree that nothing set forth herein shall be deemed to set any form of precedent for any future matters.

FOR THE DISTRICT

FOR CSEA

Date

Date

Board Reference Material

SUBJECT TITLE: **Approval of the Administrative Secretary – District Office Job Description**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the Administrative Secretary – District Office job description to align with the approved Memorandum of Understanding between the California School Employees Association and the Los Banos Unified School District.

BACKGROUND INFORMATION:

The District and CSEA have met and agreed the Administrative Secretary (Confidential) position currently under the supervision of the Assistant Superintendent of Secondary Education shall be transferred permanently to the classified bargaining unit as a fulltime, twelve month (12 month), eight hour (8 hour) benefited position to begin for the 2018-2019 school year with the following provisions:

- The District shall transfer the Administrative Secretary (Confidential) position to the Classified Bargaining Unit as Administrative Secretary – District Office upon the retirement of the employee currently in the position.
- The District shall post, accept applications and interview for the newly created Administrative Secretary- District Office position by following the Collective Bargaining Agreement.
- The salary range shall be twenty-five (25) on the Los Banos Unified School District Classified Salary Schedule.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

This position is a replacement through retirement (attrition).

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources
Date: July 12, 2018

Administrative Secretary - District Office

Purpose Statement

The job of Administrative Secretary - District Office is done for the purpose/s of providing a wide variety of complex administrative and secretarial support to assigned administrative personnel; coordinating activities of assigned administrative personnel; monitoring assigned activities; and researching and providing information, recommendations and/or direction as requested by assigned administrator.

This job reports to Assigned Administrator

Essential Functions

- Compiles data from a variety of sources (e.g. work orders, budget reports, specialized reports, personnel records, etc.) for the purpose of complying with financial, legal and/or administrative requirements.
- Coordinates and participates in a variety of meetings, workshops, and/or trainings for the purpose of providing or receiving information, recording minutes, and supporting the needs of the attendees.
- Coordinates a variety of projects, functions and/or program components (e.g. mandatory trainings, volunteer process, facility use, meetings, in-service events, travel and accommodations, etc.) for the purpose of completing activities and/or delivering services in a timely fashion.
- Facilitates and monitors a variety of activities on behalf of assigned Administrator (e.g. student review status, regulatory compliance, account balances, work order status, volunteer program, etc.) for the purpose of achieving goals and meeting target dates.
- Prepares a variety of documents (e.g. correspondence, agendas, event programs, bulletins, reports, etc.) for the purpose of communicating information and/or creating documentation in compliance with established guidelines.
- Prepares and maintains a wide variety of manual and electronic documents files and records (e.g. vehicle/insurance information, facility fee agreements, volunteer information, legal files, student information/attendance, budget data, employee records, financial records, correspondence, agendas, event programs, bulletins, reports, etc.) for the purpose of providing up-to-date information and/or historical reference in accordance with established administrative guidelines and legal requirements.
- Presents information on administrative procedures to site administrators, staff and others (e.g. department/program policies, submission procedures, budget, testing, etc.) for the purpose of orienting new personnel and/or disseminating information to other district/site personnel and the public.
- Processes a wide variety of documents and materials (e.g. time sheets, work orders, requisitions, travel reimbursements, budget transfers, etc.) for the purpose of disseminating information in compliance with administrative guidelines and/or regulatory requirements.
- Procures supplies and materials (e.g. nursing supplies, office supplies, custodial supplies, etc.) for the purpose of maintaining availability of required items.
- Reconciles account balances for assigned budget categories for the purpose of maintaining accurate account balances.
- Represents assigned Administrator(s) in their absences for the purpose of conveying and/or gathering information required for their functions.
- Researches a variety of topics (e.g. current practices, policies, education codes, etc.) for the purpose of providing information and/or recommendations and/or addressing a variety of administrative requirements.

- Responds to a variety of inquiries from a variety of internal and external parties (e.g. staff, parents, students, public agencies, etc.) for the purpose of providing information or direction and/or facilitating communication among parties.
- Schedules a wide variety of activities (e.g. appointments, student/parent/staff meetings, travel reservations and accommodations, facility usage, etc.) for the purpose of making necessary arrangements for assigned administrator and site staff.
- Supports assigned administrative personnel for the purpose of providing assistance with their functions and responsibilities.

Other Functions

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

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including pertinent software applications; planning and managing projects; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read technical information, compose a variety of documents, and/or facilitate group discussions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: business telephone etiquette; concepts of grammar and punctuation; day-to-day school site duties and functions; and office practices and procedures.

ABILITY is required to schedule activities, meetings, and/or events; gather and/or collate data; and use basic, job-related equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize job-related equipment. Problem solving is required to identify issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: communicating with diverse groups; displaying tact and courtesy; maintaining confidentiality; setting priorities; being attentive to detail; establishing and maintaining effective working relationships; working as part of a team; and working with frequent interruptions.

Responsibility

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

Work Environment

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 0% sitting, 0% walking, and 0% standing. The job is performed in a generally hazard free environment.

Experience: Job related experience with increasing levels of responsibility is required.

Education: High school diploma or equivalent.

Equivalency: College education may be substituted for qualifying experience on a year for year basis.

Required Testing:

Pre-Employment Proficiency Test

Certificates and Licenses

Continuing Educ. / Training:

Clearances

Criminal Justice Fingerprint/Background Clearance
Tuberculosis Clearance

FLSA Status
Non Exempt

Approval Date

Salary Grade
25

Board Reference Material

SUBJECT TITLE: Child Nutrition Services Director

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the new job description for Child Nutrition Services Director. The current job description/title for the position is Child Nutrition Supervisor.

BACKGROUND INFORMATION:

The Healthy, Hunger-Free Kids Act of 2010, a reauthorization of the Child Nutrition Act, provides funding for federal school meal and child nutrition programs, increases access to healthy food, and promotes overall student wellness. The complex piece of legislation included many provisions that were phased in over time, including the professional standards for food service personnel. The provisions require that districts with a total student enrollment of 10,000 students or more classify the person who oversees the operational aspects of the Child Nutrition Department as a "Director." In addition, directors must have a bachelor's degree, in any subject, as well as state-recognized certification in a food related field such as food and nutrition or food services management. The provisions went into effect on July 1, 2015.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

The financial impact on the district is the difference between the salary of a Child Nutrition Supervisor and the Child Nutrition Services Director. Funds to be paid out of Child Nutrition Fund 13.

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent

Date: July 12, 2018

Director of Child Nutrition Services

Purpose Statement

The job of Director of Child Nutrition Services is done for the purpose/s of supporting the educational process with specific responsibilities for supervising food and nutrition programs and services; providing information and serving as a resource to others; and achieving defined objectives by planning, evaluating, developing, implementing and ensuring compliance with all Federal, State and Local laws and regulations regarding child nutrition and food service.

This job reports to Assigned Administrator

Essential Functions

- Collaborates with all stakeholders (e.g. other administrators, auditors, public agencies, vendors, etc.) for the purpose of implementing and/or maintaining services and programs.
- Conducts workshops, training, in-service presentations, staff meetings etc. for the purpose of conveying information and/or improving services.
- Inspects cafeterias, food, and kitchens for the purpose of ensuring quality food and sanitary conditions within the facility.
- Maintains a variety of confidential and non-confidential manual and electronic files and records for the purpose of providing required information and/or documentation.
- Monitors budget allocations, expenditures, fund balances and related financial activities for the purpose of ensuring that allocations are accurate, revenues are recorded, expenses are within budget limits and/or fiscal practices are followed.
- Orders food, supplies, equipment, etc. for the purpose of ensuring availability of items.
- Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions.
- Performs personnel functions (e.g. interviewing, hiring, terminating, scheduling, evaluating, supervising, etc.) for the purpose of maintaining adequate staffing, enhancing productivity of personnel and achieving objectives within budget.
- Plans, organizes, and directs department operations; the maintenance of services and the implementation of new programs and/or processes for the purpose of providing services within established timeframes and in compliance with related requirements.
- Prepares a variety of written materials (e.g. purchase orders, requisitions, change notice, bids, board reports, state reports, menus, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.
- Presents information for the purpose of communicating information, gaining feedback and ensuring adherence to established internal controls.
- Processes a wide variety of documents and materials (e.g. time sheets, work orders, requisitions, travel reimbursements, budget transfers, payroll, lunch applications, government forms, daily receipts, etc.) for the purpose of disseminating information in compliance with administrative guidelines and/or regulatory requirements.

- Researches a variety of topics (e.g. new products, safety and health requirements, laws, regulations, etc.) for the purpose of recommending purchases, contracts and maintaining district wide services.
- Reviews menus for the purpose of ensuring meals are in compliance with Federal, State and Local required nutritional guidelines.

Other Functions

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

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including using a variety of software applications; planning and managing projects; and preparing and maintaining accurate records; conducting meetings; counseling and mentoring employees; operating standard office equipment and office technology; analyzing budgets; and oral and written communication skills.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: pertinent laws, codes, policies, and/or regulations; standard business practices; program planning and development; concepts of grammar and punctuation; concepts of quantity cooking and nutritional analysis; accounting/bookkeeping principles; interviewing techniques and practices; recordkeeping and record retention practices; safety practices and procedures; personnel processes; and workings of an educational environment.

ABILITY is required to schedule a number of activities, meetings, and/or events; gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize a variety of job-related equipment. Independent problem solving is required to analyze issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; meeting deadlines and schedules; setting priorities; working as part of a team; and working with detailed information/data; communicating with persons of diverse backgrounds; maintaining confidentiality; organizing tasks; and establishing collaborative and effective working relationships.

Responsibility

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives; managing a department; determining the use of funds. Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the organization's services.

Work Environment

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, and significant fine finger dexterity. Generally the job requires 80% sitting, 15% walking, and 5% standing. The job is performed under conditions with some exposure to risk of injury and/or illness and in varying atmospheric conditions.

Experience: Job related experience with increasing levels of responsibility is required.

Education: Bachelors degree in job-related area.

Equivalency:

Required Testing

Pre-Employment Proficiency Test

Continuing Educ. / Training

Maintains Certificates and/or Licenses

Certificates and Licenses

Food Handlers/SafeServ Certificate
Driver's License & Evidence of Insurability

Clearances

Criminal Justice Fingerprint/Background Clearance

FLSA Status

Exempt

Approval Date

6/8/2017

Salary Grade

23

Board Reference Material

SUBJECT TITLE: **Fiscal Analyst Position**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the Fiscal Analyst position and job description.

BACKGROUND INFORMATION:

The Fiscal Analyst position is being added to the Administrative Services Division. The increase in enrollment, staffing and duties necessitates the addition of a position to the division.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

GOAL 1: Promote the educational success of all students by closing the achievement gap between groups of students by using best practices to attain proficiency or better by all students in reading and mathematics.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

Annual salary and benefit package

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent
Date: July 12, 2018

Fiscal Analyst

Purpose Statement

The job of Fiscal Analyst is done for the purpose/s of providing support to department activities with specific responsibility for assisting in the formulation, analysis and execution of the annual budget; identifying budget variances and recommending appropriate actions to comply with fiscal requirements and budget guidelines; analyzing costs of programs and services; and providing analytical information as required by administrative and program personnel and/or regulatory agencies. Activities involve the application of Generally Accepted Accounting Principles (GAAP) and advanced knowledge in California School Accounting Manual (CSAM) procedures.

This job reports to Assigned Administrator

Essential Functions

- Advises administrative staff, school officials, and board members of the implications of funding alternatives, proposed program adjustments, and revenue options for the purpose of providing assistance to all levels of management in the resolution of budget variances and other financial issues.
- Analyzes financial information related to services (e.g. budget reports, expenditures, variances, projections, etc.) for the purpose of identifying budget variances, compiling statistical information, identifying long-term budgetary goals, and/or conforming to established guidelines.
- Assists auditors (e.g. performs internal audits of various programs including visiting school sites to review procedures and processes such as ASB, petty cash, cash depositing, etc.) for the purpose of providing supporting documentation and/or information on the internal process that is required for an audit.
- Assists staff with technical budgeting issues for the purpose of preparing the information and data required for developing budgets, controlling expenditures and/or preparing budget revisions.
- Calculates cost allocations and projections for a variety of supplies, textbooks, postage, personnel, etc. (e.g. adjusts budgets for received grant and entitlement award documents, etc.) for the purpose of determining the financial resources sufficient for enrollment levels.
- Compiles statistical and budget data for the purpose of developing budget recommendations, providing summaries, and/or ensuring compliance with established regulatory guidelines.
- Conducts meetings (e.g. communicate accounting and budget assistance with principals, program managers, fiscal and senior management, other staff and the public as needed, etc.) for the purpose of providing technical assistance and collaborating in the budget development process.
- Develops special and regular financial reports (e.g. district's ADA REPORTS; annual CBEDS report; class size penalties report; review of Charter School's attendance filings, etc.) for the purpose of summarizing budget and financial data for management and school official use in their decision-making processes.
- Maintains manual and electronic files, documents and records (e.g. account structure, current and historical budget data, financial records, etc.) for the purpose of providing up-to-date reference and an audit trail.
- Oversees the preparation of budget transfers, amendments, position control, files, etc. for the purpose of ensuring accuracy of data for decision making and/or complying with regulatory requirements.

- Prepares budgets, including working with program administrators in developing and maintaining that program budget for the purpose of providing budgetary information to administration, board members and a variety of public organization in compliance with established regulatory guidelines.
- Prepares a wide variety of written materials and electronic financial and budget information (e.g. budget variance and activity reports, financial statements, state mandated reports, budget extensions, procedures, etc.) for the purpose of documenting activities, providing reference, conveying information, and complying with established financial, legal and/or administrative requirements.

Other Functions

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

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple, highly complex, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment including using pertinent software applications; performing accounting procedures; performing standard accounting; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform advanced math; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: accounting/bookkeeping principles; financial analyses and/or budget analyses; electronic spreadsheets and word processing; principles and objectives of budget preparation; and management evaluation and analysis.

ABILITY is required to schedule activities, meetings, and/or events; often gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize job-related equipment. Problem solving is required to identify issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: establishing and maintaining effective working relationships; adapting to changing work priorities; communicating with diverse groups; meeting deadlines and schedules; setting priorities; working as part of a team; and working with detailed information/data.

Responsibility

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

Work Environment

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling, some stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, and 10% standing. This job is performed in a generally clean and healthy environment.

Experience: Job related experience with increasing levels of responsibility is desired.

Education: Bachelors degree in job-related area.

Equivalency:

Required Testing

Pre-Employment Proficiency Test

Continuing Educ. / Training

Certificates and Licenses

Clearances

Criminal Justice Fingerprint/Background Clearance
Tuberculosis Clearance

FLSA Status
Non Exempt

Approval Date
6/8/2017

Salary Grade



Board Reference Material

SUBJECT TITLE: **Mental Health Counselor Job Description**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the Mental Health counselor position/job description.

BACKGROUND INFORMATION:

The Mental Health counselor position/job description is being added to ensure compliance with the credentialing and assignment criteria that the Commission on Teacher Credentialing requires districts to follow. The current counselor job description reads like an “academic counselor” and in order to hire counselors to perform mental health counseling for students, the job description had to be rewritten.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

Annual salary and benefit package for Mental Health Counselor positions filled

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent
Date: July 12, 2018

MENTAL HEALTH COUNSELOR

Purpose Statement:

The job of Mental Health Counselor is done for the purpose/s of providing a wide variety of counseling and mental health wellness activities with/for students. The Mental Health Counselor works with the site and district counselors to deliver a complete and complex mental wellness delivery system.

Essential Functions:

- 1) Maintain confidentiality of records relating to student caseloads.
- 2) Encourage students to express their feelings and discuss what is happening in their lives, and help them to develop insight into themselves and their relationships.
- 3) Guide students in the development of skills and strategies for dealing with their problems.
- 4) Prepare and maintain all required treatment records and reports.
- 5) Counsel students, individually and in group sessions, to assist in overcoming challenges, adjusting to life, and making good choices/changes.
- 6) Collect information about students through interviews, observation, and tests.
- 7) Act as student advocates in order to coordinate required services or to resolve emergency problems in crisis situations.
- 8) Develop and implement treatment plans based on clinical experience and knowledge.
- 9) Collaborate with other staff members to perform clinical assessments and develop treatment plans.
- 10) Evaluate students' physical or mental condition based on review of student information.
- 11) Meet with parents/families in order to exchange necessary information during the treatment process.
- 12) Refer students, parents or families to community resources or to specialists as necessary.
- 13) Counsel family members to assist them in understanding, dealing with, and supporting students.
- 14) Evaluate the effectiveness of counseling programs and students' progress in resolving identified problems and moving towards defined objectives.
- 15) Plan, organize and lead structured programs of counseling, study, recreation and social activities for students.
- 16) Modify treatment activities and approaches as needed in order to comply with changes in

students' status.

17) Gather information about community mental health resources that could be helpful to students/parents/families.

18) Conduct workshops about mental health issues.

Other Functions:

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

Job Requirements: Minimum Qualifications:

Skills, Knowledge and Abilities

- 1) **Communicating with Administrators, Colleagues and others** -- Providing information to administrators, colleagues, and others by telephone, in written form, e-mail, or in person.
- 2) **Assisting and Caring for Others** -- Providing personal assistance, medical attention, emotional support, or other personal care to students.
- 3) **Resolving Conflicts and Negotiating with Others** -- Handling complaints, settling disputes, and resolving grievances and conflicts, or otherwise negotiating with others.
- 4) **Establishing and Maintaining Interpersonal Relationships** -- Developing constructive and cooperative working relationships with others, and maintaining them over time.
- 5) **Documenting/Recording Information** -- Entering, recording, storing, or maintaining information in written form.
- 6) **Identifying Objects, Actions, and Events** -- Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.
- 7) **Getting Information** -- Observing, receiving, and otherwise obtaining information from all relevant sources.
- 8) **Interpreting the Meaning of Information for Others** -- Translating or explaining what information means and how it can be used.
- 9) **Making Decisions and Solving Problems** -- Analyzing information and evaluating results to choose the best solution and solve problems.

Board Reference Material

SUBJECT TITLE: **Salary Schedules for the Newly Created Positions of: Mental Health Counselor, Fiscal Analyst and Director of Nutritional Services**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve salary schedules to accompany the new job descriptions for Mental Health Counselor, Fiscal Analyst and Director of Nutritional Services.

BACKGROUND INFORMATION:

The Mental Health Counselor position salary schedule is aligned to the salary schedule for the Academic Counselor positions already in the district. The job duties are aligned to those of a counselor focusing on the mental wellness needs of students rather than a sole focus on the academic needs.

The Director of Nutritional Services is a position/title change to meet the requirements of the Federal legislation The Healthy, Hunger-Free Kids Act of 2010, a reauthorization of the Child Nutrition Act, provides funding for federal school meal and child nutrition programs, increases access to healthy food, and promotes overall student wellness. The complex piece of legislation included many provisions that were phased in over time, including the professional standards for food service personnel. The provisions require that districts with a total student enrollment of 10,000 students or more classify the person who oversees the operational aspects of the Child Nutrition Department as a "Director." In addition, directors must have a bachelor's degree, in any subject, as well as state-recognized certification in a food related field such as food and nutrition or food services management. The provisions went into effect on July 1, 2015. The salary is aligned to the salary schedule for classified Directors currently serving in the district.

The Fiscal Analyst position is a position that is being added to the Administrative Services Division due to the increase in student enrollment, staffing and the various jobs, responsibilities that come with a district that is increasing in enrollment. The staffing ratios have not changed over the years in spite of the addition of schools, students and staff both classified and certificated. The job study format of comparing the position to other positions in the county and in surrounding districts was used to determine the salary schedule.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time

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

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources
Date: July 12, 2018

LOS BANOS UNIFIED SCHOOL DISTRICT
DIRECTOR & SUPERVISOR SALARY SCHEDULE

RANGE	CLASSIFICATION
17	EXECUTIVE SECRETARY / OFFICE SUPERVISOR
19	PROGRAM DIRECTOR PRESCHOOL
20	TRANSPORTATION SUPERVISOR
20	FISCAL ANALYST
23	MAINTENANCE & OPERATIONS SUPERVISOR
23	MAINTENANCE / OPERATIONS / TRANSPORTATION SUPERVISOR
23	BEFORE / AFTER SCHOOL PROGRAM SUPERVISOR
26	TRANSPORTATION MANAGER
26	NETWORK SYSTEMS ADMINISTRATOR
31	INFORMATION SYSTEMS SUPERVISOR
32	DIRECTOR FACILITIES / OPERATIONS / TRANSPORTATION
32	DIRECTOR OF CLASSIFIED PERSONNEL
32	DIRECTOR OF FISCAL SERVICES
32	DIRECTOR OF NUTRITIONAL SERVICES
32	BOARD CERTIFIED BEHAVIOR ANALYST
37	ASSISTANT SUPERINTENDENT-ADMIN SERVICES

Los Banos Unified School District
2017-2018
Director/Supervisory Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Range						6-9 Yrs	10-14 Yrs	15-19 Yrs	20-24 Yrs	25-29 Yrs	30-34 Yrs	35 + Yrs
Highlighted area indicates a monthly salary for an 8 hour employee with 261 paid days.												
12	\$23.53	\$24.46	\$25.45	\$26.46	\$27.51	\$28.61	\$29.77	\$30.96	\$32.20	\$33.49	\$34.82	\$36.21
	\$4,094.22	\$4,256.04	\$4,428.30	\$4,604.04	\$4,786.74	\$4,978.14	\$5,179.98	\$5,387.04	\$5,602.80	\$5,827.26	\$6,058.68	\$6,300.54
12A	\$24.00	\$24.96	\$25.96	\$26.99	\$28.06	\$29.18	\$30.35	\$31.58	\$32.83	\$34.14	\$35.51	\$36.94
	\$4,176.00	\$4,343.04	\$4,517.04	\$4,696.26	\$4,882.44	\$5,077.32	\$5,280.90	\$5,494.92	\$5,712.42	\$5,940.36	\$6,178.74	\$6,427.56
13	\$24.46	\$25.45	\$26.46	\$27.51	\$28.61	\$29.77	\$30.96	\$32.20	\$33.49	\$34.82	\$36.20	\$37.66
	\$4,256.04	\$4,428.30	\$4,604.04	\$4,786.74	\$4,978.14	\$5,179.98	\$5,387.04	\$5,602.80	\$5,827.26	\$6,058.68	\$6,298.80	\$6,552.84
13A	\$24.96	\$25.96	\$26.99	\$28.06	\$29.18	\$30.35	\$31.58	\$32.83	\$34.14	\$35.51	\$36.94	\$38.40
	\$4,343.04	\$4,517.04	\$4,696.26	\$4,882.44	\$5,077.32	\$5,280.90	\$5,494.92	\$5,712.42	\$5,940.36	\$6,178.74	\$6,427.56	\$6,681.60
14	\$25.45	\$26.46	\$27.51	\$28.61	\$29.77	\$30.96	\$32.20	\$33.49	\$34.82	\$36.20	\$37.66	\$39.16
	\$4,428.30	\$4,604.04	\$4,786.74	\$4,978.14	\$5,179.98	\$5,387.04	\$5,602.80	\$5,827.26	\$6,058.68	\$6,298.80	\$6,552.84	\$6,813.84
14A	\$25.96	\$26.99	\$28.06	\$29.18	\$30.35	\$31.58	\$32.83	\$34.14	\$35.51	\$36.94	\$38.40	\$39.96
	\$4,517.04	\$4,696.26	\$4,882.44	\$5,077.32	\$5,280.90	\$5,494.92	\$5,712.42	\$5,940.36	\$6,178.74	\$6,427.56	\$6,681.60	\$6,953.04
15	\$26.46	\$27.51	\$28.61	\$29.77	\$30.96	\$32.20	\$33.49	\$34.82	\$36.20	\$37.66	\$39.16	\$40.74
	\$4,604.04	\$4,786.74	\$4,978.14	\$5,179.98	\$5,387.04	\$5,602.80	\$5,827.26	\$6,058.68	\$6,298.80	\$6,552.84	\$6,813.84	\$7,088.76
15A	\$26.99	\$28.06	\$29.18	\$30.35	\$31.58	\$32.83	\$34.14	\$35.51	\$36.94	\$38.40	\$39.95	\$41.54
	\$4,696.26	\$4,882.44	\$5,077.32	\$5,280.90	\$5,494.92	\$5,712.42	\$5,940.36	\$6,178.74	\$6,427.56	\$6,681.60	\$6,951.30	\$7,227.96
16	\$27.51	\$28.61	\$29.77	\$30.96	\$32.20	\$33.49	\$34.82	\$36.20	\$37.66	\$39.16	\$40.74	\$42.37
	\$4,786.74	\$4,978.14	\$5,179.98	\$5,387.04	\$5,602.80	\$5,827.26	\$6,058.68	\$6,298.80	\$6,552.84	\$6,813.84	\$7,088.76	\$7,372.38
16A	\$28.06	\$29.18	\$30.35	\$31.58	\$32.83	\$34.14	\$35.51	\$36.94	\$38.40	\$39.95	\$41.54	\$43.20
	\$4,882.44	\$5,077.32	\$5,280.90	\$5,494.92	\$5,712.42	\$5,940.36	\$6,178.74	\$6,427.56	\$6,681.60	\$6,951.30	\$7,227.96	\$7,516.80
17	\$28.61	\$29.77	\$30.96	\$32.20	\$33.49	\$34.82	\$36.20	\$37.66	\$39.16	\$40.74	\$42.36	\$44.06
	\$4,978.14	\$5,179.98	\$5,387.04	\$5,602.80	\$5,827.26	\$6,058.68	\$6,298.80	\$6,552.84	\$6,813.84	\$7,088.76	\$7,370.64	\$7,666.44
17A	\$29.18	\$30.35	\$31.58	\$32.83	\$34.14	\$35.51	\$36.94	\$38.40	\$39.95	\$41.54	\$43.20	\$44.95
	\$5,077.32	\$5,280.90	\$5,494.92	\$5,712.42	\$5,940.36	\$6,178.74	\$6,427.56	\$6,681.60	\$6,951.30	\$7,227.96	\$7,516.80	\$7,821.30
18	\$29.77	\$30.96	\$32.20	\$33.49	\$34.82	\$36.20	\$37.66	\$39.16	\$40.74	\$42.36	\$44.05	\$45.82
	\$5,179.98	\$5,387.04	\$5,602.80	\$5,827.26	\$6,058.68	\$6,298.80	\$6,552.84	\$6,813.84	\$7,088.76	\$7,370.64	\$7,664.70	\$7,972.68
18A	\$30.35	\$31.58	\$32.83	\$34.14	\$35.51	\$36.94	\$38.40	\$39.95	\$41.54	\$43.20	\$44.95	\$46.74
	\$5,280.90	\$5,494.92	\$5,712.42	\$5,940.36	\$6,178.74	\$6,427.56	\$6,681.60	\$6,951.30	\$7,227.96	\$7,516.80	\$7,821.30	\$8,132.76
19	\$30.96	\$32.20	\$33.49	\$34.82	\$36.21	\$37.66	\$39.16	\$40.74	\$42.36	\$44.05	\$45.81	\$47.66

Los Banos Unified School District
2017-2018

Director/Supervisory Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Range						6-9 Yrs	10-14 Yrs	15-19 Yrs	20-24 Yrs	25-29 Yrs	30-34 Yrs	35 + Yrs
Highlighted area indicates a monthly salary for an 8 hour employee with 261 paid days.												
	\$5,387.04	\$5,602.80	\$5,827.26	\$6,058.68	\$6,300.54	\$6,552.84	\$6,813.84	\$7,088.76	\$7,370.64	\$7,664.70	\$7,970.94	\$8,292.84
19A	\$31.58	\$32.83	\$34.14	\$35.51	\$36.94	\$38.40	\$39.95	\$41.54	\$43.20	\$44.95	\$46.73	\$48.60
	\$5,494.92	\$5,712.42	\$5,940.36	\$6,178.74	\$6,427.56	\$6,681.60	\$6,951.30	\$7,227.96	\$7,516.80	\$7,821.30	\$8,131.02	\$8,456.40
20	\$32.20	\$33.49	\$34.82	\$36.20	\$37.66	\$39.16	\$40.74	\$42.36	\$44.05	\$45.81	\$47.66	\$49.56
	\$5,602.80	\$5,827.26	\$6,058.68	\$6,298.80	\$6,552.84	\$6,813.84	\$7,088.76	\$7,370.64	\$7,664.70	\$7,970.94	\$8,292.84	\$8,623.44
20A	\$33.43	\$34.14	\$35.51	\$36.94	\$38.40	\$39.95	\$41.54	\$43.20	\$44.95	\$46.73	\$48.60	\$50.56
	\$5,816.82	\$5,940.36	\$6,178.74	\$6,427.56	\$6,681.60	\$6,951.30	\$7,227.96	\$7,516.80	\$7,821.30	\$8,131.02	\$8,456.40	\$8,797.44
21	\$33.49	\$34.82	\$36.20	\$37.66	\$39.16	\$40.74	\$42.36	\$44.05	\$45.81	\$47.66	\$49.55	\$51.55
	\$5,827.26	\$6,058.68	\$6,298.80	\$6,552.84	\$6,813.84	\$7,088.76	\$7,370.64	\$7,664.70	\$7,970.94	\$8,292.84	\$8,621.70	\$8,969.70
21A	\$34.14	\$35.51	\$36.94	\$38.40	\$39.95	\$41.54	\$43.20	\$44.95	\$46.73	\$48.60	\$50.55	\$52.56
	\$5,940.36	\$6,178.74	\$6,427.56	\$6,681.60	\$6,951.30	\$7,227.96	\$7,516.80	\$7,821.30	\$8,131.02	\$8,456.40	\$8,795.70	\$9,145.44
22	\$34.82	\$36.20	\$37.66	\$39.16	\$40.74	\$42.36	\$44.05	\$45.82	\$47.66	\$49.55	\$51.54	\$53.61
	\$6,058.68	\$6,298.80	\$6,552.84	\$6,813.84	\$7,088.76	\$7,370.64	\$7,664.70	\$7,972.68	\$8,292.84	\$8,621.70	\$8,967.96	\$9,328.14
22A	\$35.51	\$36.94	\$38.40	\$39.95	\$41.54	\$43.20	\$44.95	\$46.73	\$48.60	\$50.55	\$52.56	\$54.67
	\$6,178.74	\$6,427.56	\$6,681.60	\$6,951.30	\$7,227.96	\$7,516.80	\$7,821.30	\$8,131.02	\$8,456.40	\$8,795.70	\$9,145.44	\$9,512.58
23	\$36.20	\$37.66	\$39.16	\$40.74	\$42.36	\$44.05	\$45.81	\$47.66	\$49.55	\$51.54	\$53.60	\$55.74
	\$6,298.80	\$6,552.84	\$6,813.84	\$7,088.76	\$7,370.64	\$7,664.70	\$7,970.94	\$8,292.84	\$8,621.70	\$8,967.96	\$9,326.40	\$9,698.76
23A	\$36.94	\$38.40	\$39.95	\$41.54	\$43.20	\$44.95	\$46.73	\$48.60	\$50.55	\$52.56	\$54.66	\$56.86
	\$6,427.56	\$6,681.60	\$6,951.30	\$7,227.96	\$7,516.80	\$7,821.30	\$8,131.02	\$8,456.40	\$8,795.70	\$9,145.44	\$9,510.84	\$9,893.64
24	\$37.66	\$39.16	\$40.74	\$42.36	\$44.05	\$45.81	\$47.66	\$49.55	\$51.54	\$53.60	\$55.73	\$58.34
	\$6,552.84	\$6,813.84	\$7,088.76	\$7,370.64	\$7,664.70	\$7,970.94	\$8,292.84	\$8,621.70	\$8,967.96	\$9,326.40	\$9,697.02	\$10,151.16
24A	\$38.40	\$39.95	\$41.54	\$43.20	\$44.95	\$46.73	\$48.60	\$50.55	\$52.56	\$54.66	\$56.86	\$59.15
	\$6,681.60	\$6,951.30	\$7,227.96	\$7,516.80	\$7,821.30	\$8,131.02	\$8,456.40	\$8,795.70	\$9,145.44	\$9,510.84	\$9,893.64	\$10,292.10
25	\$39.16	\$40.74	\$42.36	\$44.05	\$45.82	\$47.66	\$49.55	\$51.54	\$53.60	\$55.73	\$58.34	\$60.29
	\$6,813.84	\$7,088.76	\$7,370.64	\$7,664.70	\$7,972.68	\$8,292.84	\$8,621.70	\$8,967.96	\$9,326.40	\$9,697.02	\$10,151.16	\$10,490.46
25A	\$39.95	\$41.54	\$43.20	\$44.95	\$46.73	\$48.60	\$50.55	\$52.56	\$54.66	\$56.86	\$59.14	\$61.50
	\$6,951.30	\$7,227.96	\$7,516.80	\$7,821.30	\$8,131.02	\$8,456.40	\$8,795.70	\$9,145.44	\$9,510.84	\$9,893.64	\$10,290.36	\$10,701.00
26	\$40.74	\$42.36	\$44.05	\$45.81	\$47.66	\$49.55	\$51.54	\$53.60	\$55.73	\$57.98	\$60.29	\$62.71
	\$7,088.76	\$7,370.64	\$7,664.70	\$7,970.94	\$8,292.84	\$8,621.70	\$8,967.96	\$9,326.40	\$9,697.02	\$10,088.52	\$10,490.46	\$10,911.54

Los Banos Unified School District
2017-2018
Director/Supervisory Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Range						6-9 Yrs	10-14 Yrs	15-19 Yrs	20-24 Yrs	25-29 Yrs	30-34 Yrs	35 + Yrs
Highlighted area indicates a monthly salary for an 8 hour employee with 261 paid days.												
26A	\$41.54	\$43.20	\$44.95	\$46.73	\$48.60	\$50.55	\$52.56	\$54.66	\$56.86	\$59.14	\$61.49	\$63.96
	\$7,227.96	\$7,516.80	\$7,821.30	\$8,131.02	\$8,456.40	\$8,795.70	\$9,145.44	\$9,510.84	\$9,893.64	\$10,290.36	\$10,699.26	\$11,129.04
27	\$42.36	\$44.05	\$45.81	\$47.66	\$49.55	\$51.54	\$53.60	\$55.73	\$57.98	\$60.29	\$62.71	\$65.21
	\$7,370.64	\$7,664.70	\$7,970.94	\$8,292.84	\$8,621.70	\$8,967.96	\$9,326.40	\$9,697.02	\$10,088.52	\$10,490.46	\$10,911.54	\$11,346.54
27A	\$43.20	\$44.95	\$46.73	\$48.60	\$50.55	\$52.56	\$54.66	\$56.86	\$59.14	\$61.49	\$63.95	\$66.52
	\$7,516.80	\$7,821.30	\$8,131.02	\$8,456.40	\$8,795.70	\$9,145.44	\$9,510.84	\$9,893.64	\$10,290.36	\$10,699.26	\$11,127.30	\$11,574.48
28	\$44.05	\$45.81	\$47.66	\$49.55	\$51.54	\$53.60	\$55.73	\$57.98	\$60.29	\$62.71	\$65.21	\$67.83
	\$7,664.70	\$7,970.94	\$8,292.84	\$8,621.70	\$8,967.96	\$9,326.40	\$9,697.02	\$10,088.52	\$10,490.46	\$10,911.54	\$11,346.54	\$11,802.42
28A	\$44.95	\$46.73	\$48.60	\$50.55	\$52.56	\$54.66	\$56.86	\$59.14	\$61.49	\$63.95	\$66.52	\$69.18
	\$7,821.30	\$8,131.02	\$8,456.40	\$8,795.70	\$9,145.44	\$9,510.84	\$9,893.64	\$10,290.36	\$10,699.26	\$11,127.30	\$11,574.48	\$12,037.32
29	\$45.81	\$47.66	\$49.55	\$51.54	\$53.60	\$55.73	\$57.98	\$60.29	\$62.71	\$65.21	\$67.83	\$70.54
	\$7,970.94	\$8,292.84	\$8,621.70	\$8,967.96	\$9,326.40	\$9,697.02	\$10,088.52	\$10,490.46	\$10,911.54	\$11,346.54	\$11,802.42	\$12,273.96
29A	\$46.73	\$48.60	\$50.55	\$52.96	\$54.66	\$56.86	\$59.14	\$61.49	\$63.95	\$66.52	\$69.17	\$71.94
	\$8,131.02	\$8,456.40	\$8,795.70	\$9,215.04	\$9,510.84	\$9,893.64	\$10,290.36	\$10,699.26	\$11,127.30	\$11,574.48	\$12,035.58	\$12,517.56
30	\$47.66	\$49.55	\$51.54	\$53.60	\$55.73	\$57.98	\$60.29	\$62.72	\$65.21	\$67.83	\$70.53	\$73.36
	\$8,292.84	\$8,621.70	\$8,967.96	\$9,326.40	\$9,697.02	\$10,088.52	\$10,490.46	\$10,913.28	\$11,346.54	\$11,802.42	\$12,272.22	\$12,764.64
30A	\$48.60	\$50.55	\$52.56	\$54.66	\$56.86	\$59.14	\$61.49	\$63.95	\$66.52	\$69.17	\$71.94	\$74.82
	\$8,456.40	\$8,795.70	\$9,145.44	\$9,510.84	\$9,893.64	\$10,290.36	\$10,699.26	\$11,127.30	\$11,574.48	\$12,035.58	\$12,517.56	\$13,018.68
31	\$49.55	\$51.54	\$53.60	\$55.73	\$57.98	\$60.29	\$62.72	\$65.22	\$67.83	\$70.53	\$73.36	\$76.30
	\$8,621.70	\$8,967.96	\$9,326.40	\$9,697.02	\$10,088.52	\$10,490.46	\$10,913.28	\$11,348.28	\$11,802.42	\$12,272.22	\$12,764.64	\$13,276.20
31A	\$50.55	\$52.56	\$54.66	\$56.86	\$59.14	\$61.49	\$63.95	\$66.52	\$69.17	\$71.94	\$74.82	\$77.83
	\$8,795.70	\$9,145.44	\$9,510.84	\$9,893.64	\$10,290.36	\$10,699.26	\$11,127.30	\$11,574.48	\$12,035.58	\$12,517.56	\$13,018.68	\$13,542.42
32	\$51.54	\$53.62	\$55.73	\$57.98	\$60.29	\$62.71	\$65.21	\$67.83	\$70.53	\$73.36	\$76.29	\$79.32
	\$8,967.96	\$9,329.88	\$9,697.02	\$10,088.52	\$10,490.46	\$10,911.54	\$11,346.54	\$11,802.42	\$12,272.22	\$12,764.64	\$13,274.46	\$13,801.68
32A	\$52.56	\$54.66	\$56.86	\$59.14	\$61.49	\$63.95	\$66.52	\$69.17	\$71.94	\$74.82	\$77.83	\$80.93
	\$9,145.44	\$9,510.84	\$9,893.64	\$10,290.36	\$10,699.26	\$11,127.30	\$11,574.48	\$12,035.58	\$12,413.16	\$14,488.98	\$13,542.42	\$14,081.82
33	\$53.60	\$55.73	\$57.98	\$60.29	\$62.71	\$65.21	\$67.83	\$70.53	\$73.36	\$76.29	\$79.32	\$82.52
	\$9,326.40	\$9,697.02	\$10,088.52	\$10,490.46	\$10,911.54	\$11,346.54	\$11,802.42	\$12,272.22	\$12,764.64	\$13,274.46	\$13,801.68	\$14,358.48
33A	\$54.66	\$56.86	\$59.14	\$61.49	\$63.95	\$66.52	\$69.17	\$71.94	\$74.82	\$77.83	\$80.93	\$84.16

Los Banos Unified School District
2017-2018
Director/Supervisory Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Range						6-9 Yrs	10-14 Yrs	15-19 Yrs	20-24 Yrs	25-29 Yrs	30-34 Yrs	35 + Yrs
Highlighted area indicates a monthly salary for an 8 hour employee with 261 paid days.												
	\$9,510.84	\$9,893.64	\$10,290.36	\$10,699.26	\$11,127.30	\$11,574.48	\$12,035.58	\$12,517.56	\$13,018.68	\$13,542.42	\$14,081.82	\$14,643.84
34	\$55.73	\$57.98	\$60.29	\$62.71	\$65.21	\$67.83	\$70.53	\$73.36	\$76.29	\$79.32	\$82.51	\$85.81
	\$9,697.02	\$10,088.52	\$10,490.46	\$10,911.54	\$11,346.54	\$11,802.42	\$12,272.22	\$12,764.64	\$13,274.46	\$13,801.68	\$14,356.74	\$14,930.94
34A	\$56.86	\$59.14	\$61.49	\$63.95	\$66.52	\$69.17	\$71.94	\$74.82	\$77.83	\$80.93	\$84.15	\$87.52
	\$9,893.64	\$10,290.36	\$10,699.26	\$11,127.30	\$11,574.48	\$12,035.58	\$12,517.56	\$13,018.68	\$13,542.42	\$14,081.82	\$14,642.10	\$15,228.48
35	\$57.98	\$60.29	\$62.71	\$65.21	\$67.83	\$70.53	\$73.36	\$76.29	\$79.32	\$82.51	\$85.81	\$89.27
	\$10,088.52	\$10,490.46	\$10,911.54	\$11,346.54	\$11,802.42	\$12,272.22	\$12,764.64	\$13,274.46	\$13,801.68	\$14,356.74	\$14,930.94	\$15,532.98
35A	\$59.14	\$61.49	\$63.95	\$66.52	\$69.17	\$71.94	\$74.82	\$77.83	\$80.93	\$84.15	\$87.52	\$91.07
	\$10,290.36	\$10,699.26	\$11,127.30	\$11,574.48	\$12,035.58	\$12,517.56	\$13,018.68	\$13,542.42	\$14,081.82	\$14,642.10	\$15,228.48	\$15,846.18
36	\$60.33	\$62.73	\$65.24	\$67.85	\$70.57	\$73.38	\$76.31	\$79.38	\$82.54	\$85.84	\$89.27	\$92.85
	\$10,497.42	\$10,915.02	\$11,351.76	\$11,805.90	\$12,279.18	\$12,768.12	\$13,277.94	\$13,812.12	\$14,361.96	\$14,936.16	\$15,532.98	\$16,155.90
36A	\$61.54	\$63.98	\$66.55	\$69.20	\$71.98	\$74.84	\$77.85	\$80.96	\$84.20	\$87.55	\$91.06	\$94.70
	\$10,707.96	\$11,132.52	\$11,579.70	\$12,040.80	\$12,524.52	\$13,022.16	\$13,545.90	\$14,087.04	\$14,650.80	\$15,233.70	\$15,844.44	\$16,477.80

Los Banos Unified School District

Administrative Salary Schedule

2017-2018 - 3% Increase

Effective 7/1/17

POSITION	WORK DAYS	ANNUAL SALARY/STEP									
		1	2	3	4	5	10	15	20		
Counselor - HS	200	\$76,408	\$79,571	\$82,730	\$85,890	\$87,546	\$89,275	\$91,059	\$92,871		
Counselor - JHS	200	\$75,795	\$79,002	\$82,213	\$85,420	\$87,128	\$88,867	\$90,651	\$92,464		
Mental Health Counselor	200	\$76,408	\$79,571	\$82,730	\$85,890	\$87,546	\$89,275	\$91,059	\$92,871		
Learning Director - JHS	200	\$96,496	\$99,756	\$103,020	\$106,277	\$109,538	\$111,736	\$113,977	\$116,261		
Learning Director - HS	200	\$97,277	\$100,473	\$103,668	\$106,863	\$110,060	\$112,251	\$114,493	\$116,778		
Psychologist	208	\$103,694	\$107,248	\$110,802	\$114,358	\$117,913	\$120,265	\$122,664	\$125,122		
Cred. School Nurse	208	\$103,694	\$107,248	\$110,802	\$114,358	\$117,913	\$120,265	\$122,664	\$125,122		
Asst Principal - Elem	200	\$98,825	\$102,084	\$105,345	\$108,601	\$111,859	\$114,093	\$116,369	\$118,691		
Asst Principal - JHS	210	\$104,585	\$108,697	\$112,709	\$116,920	\$121,035	\$123,457	\$125,934	\$128,453		
Asst Principal - HS	210	\$105,207	\$109,556	\$114,477	\$118,018	\$122,249	\$124,700	\$127,193	\$129,731		
Coordinator II	210	\$105,012	\$108,383	\$111,754	\$115,129	\$118,490	\$120,851	\$123,273	\$125,740		
Coordinator	220	\$110,012	\$113,540	\$117,071	\$120,603	\$124,130	\$126,618	\$129,142	\$131,727		
Principal - Alternative Ed	218	\$109,659	\$113,779	\$118,080	\$122,384	\$126,690	\$129,228	\$131,817	\$134,452		
Principal - Elementary	218	\$110,937	\$115,167	\$119,400	\$123,630	\$127,862	\$130,411	\$133,026	\$135,682		
Principal - JHS	218	\$115,097	\$119,249	\$123,401	\$127,556	\$131,706	\$134,348	\$137,043	\$139,780		
Principal - HS	225	\$121,974	\$126,512	\$131,052	\$135,596	\$140,137	\$142,937	\$145,794	\$148,710		
Director	225	\$124,354	\$128,510	\$132,664	\$136,822	\$140,977	\$143,797	\$146,674	\$151,104		
Area Administrator	225	\$128,709	\$133,004	\$137,512	\$142,188	\$147,037	\$149,973	\$154,509	\$156,046		
Asst Superintendent	225	\$133,151	\$137,673	\$142,197	\$146,722	\$151,245	\$154,265	\$157,359	\$160,508		

1. A \$500 stipend is granted for a Master's Degree, an additional \$500 is granted for both a Master's Degree and a Doctorate for a total of \$1000.
2. When a district employee is hired into a new administrative position with additional responsibility, the employee will be placed in the appropriate salary category on a step that provides up to a 5% increase in salary over their current step placement.
3. The longevity steps on the salary schedule represent a 2% increase between years, 5 and 10, 10 and 15, 15 and 20.
4. Guidelines for placement:
 - Employees on step 1 move to step 2
 - Employees on step 2 move to step 3
 - Employees on step 3 move to step 4
 - Employees on step 4 move to step 5

Employees who have reached step 5 and who have been frozen for 5 years will move to step 10
Employees who have reached step 10 and who have been frozen for 5 years will move to step 15
Employees who have reached step 15 and who have been frozen for 5 years will move to step 20

5. Additional stipend of \$1500 for Principals who mentor new administrators as part of their Tier II program.

6. Language on this salary schedule shall supersede language from all previous salary schedules.

Board Reference Material

SUBJECT TITLE: Board Policy (First Reading)

REQUESTED ACTION: Declare Intent to Adopt

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board declare its intent to adopt the changes detailed in the attached AR-3320/BP-3320 in order to comply with current practice.

BACKGROUND INFORMATION:

~~Administrative Regulation AR-3320/BP3320 was last updated in 1996 and this adjustment~~
brings the AR in alignment with current practice.

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):

We expect no change in costs due to this update.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services
Date: July 12, 2018

Los Banos USD

Administrative Regulation

Claims And Actions Against The District

AR 3320

Business and Non-instructional Operations

Claim Presentation Requirements

California law requires that prior to filing a a complainant against los Banos Unified School District or its employees, the complaint must present a claim under the California Tort Claims Act. (Government Code 911 et esq.)

Time Limitations To Present Claim

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property or growing crops shall be presented to the Governing Board no later than six months after the accrual of the cause of action. (Government Code 905, 911.2)

~~2. Claims for money or damages as authorized in Government Code 905 and not included in paragraph #1 above shall be filed not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)~~

2. Pursuant to government Code 935, claims for money or damages that are listed as exceptions in Government Code 905 shall be presented no later than six months after the accrual of the cause of action. Such claims include:

- (a) Claims under the Revenue and Taxation Code or the other statute prescribing procedures for the refund, rebate, exemption, cancellation, amendment, modification, or adjustment of any tax, assessment, fee, or charge or any portion thereof, or of any penalties, costs, or changes related thereto;
- (b) Claims in connection with which the filing of a notice of lien, statement of claim, or stop notice is required under any law relating to liens of mechanics, laborers, or material men;
- (c) Claims by public employees for fees, salaries, wages, mileage, or other expenses and allowances;
- (d) Claims which the workers' compensation authorized by Division 4 (commencing with Section 3200) of the Labor Code is the exclusive remedy;
- (e) Applications or claims for any form of public assistance under the Welfare and Institutions Code or other provisions of law relating to public assistance

programs, and claims for goods, services, provisions, or other assistance for or on behalf of any recipient of any form of public assistance;

(f) Applications or claims for money or benefits under any public retirement or pension system;

(g) Claims for principal or interest upon any bonds, note, warrants, or other evidences of indebtedness;

(h) Claims that relate to a special assessment constituting a specific lien against the property assessed and that are payable from the proceeds of the assessment, by offset of a claim for damages against it or by delivery of any warrant or bonds representing it;

(i) Claims by the state or by a state department or agency or by another local public entity or by a judicial branch entity;

(j) Claims arising under any provision of the Unemployment Insurance Code, including, but not limited to, claims for money or benefits, or for refunds or credits of employer or worker contributions, penalties, or interest, or for refunds to workers of deductions from wages in excess of the amount prescribed;

(k) Claims for the recovery of penalties or forfeitures made pursuant to Article 1 (commencing with Section 1720) of Chapter 1 of Part 7 of Division 2 of the Labor Code;

(l) Claims governed by the Pedestrian Mall Law of 1960 (Part 1 (commencing with Section 11000) of Division 13 of the Streets and Highways Code);

(m) Claims made pursuant to Section 340.1 of the Code of Civil Procedure for the recovery of damages suffered as a result of childhood sexual abuse. This subdivision shall apply only to claims arising out of conduct occurring on or after January 1, 2009;

(n) Claims made pursuant to Section 701.820 of the Code of Civil Procedure for the recovery of money pursuant to Section 26680; and

(o) Claims made pursuant to Section 49013 of the Education Code for reimbursement of pupils fees for participation in educational activities. (Government Code 905, 911.2, 935)

~~3. Claims for money or damages specifically excepted from Government Code 905 shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 911.2, 935)~~

3. Claims for money or damages as authorized in Government Code 905 and not included in paragraph #1 or paragraph #2 above, including claims for damages to real property, shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

Claims against the District shall further be subject to the provisions of Government Code 945.4 relating to the prohibition of suits in the absence of the presentation of claims and action thereon by the District.

Late Claims

Any person presenting a claim under item #1 or #2 above later than six months after the accrual of the cause of action shall present, along with the claim, an application to the file a late claim. Such claim and application to file a late claim shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.4)

~~Claims under paragraphs #1 and #3 above which are filed later than six months after the accrual of the cause of action must be accompanied by an application to file a late claim. Such claim and application to file a late claim must be filed not later than one year after the accrual of the cause of action.~~

~~If a claim under paragraphs #1 or #3 is filed late and is not accompanied by the application, the Board or Superintendent shall, within 45 days, give written notice that the claim was not filed timely and that it is being returned without further action. The notice shall be in the form set forth in Exhibit A.~~

If a claim under item #1 or #2 is filed late and is not accompanied by an application to file a late claim, the Governing Board or Superintendent (collectively referred to as the "Board") shall, within 45 days, give written notice that the claim was not filed timely and that it is being returned without further action.

The "Board" shall grant or deny the application to file a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the "Board" provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The "Board" shall grant the application to file a late claim under any one of the following circumstances: (Government Code 911.6)

- 1 The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the district was not prejudiced in its defense of the claim by the failure to present the claim within the time limit.
- 2 The person who sustained the alleged injury, damage or loss was a minor during all of the time specified for presentation of the claim.

- 3 The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
- 4 The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in the form set forth in Government Code 911.3. (Government Code 911.3) If the "Board" does not take action on the application to file a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the lastday of the period specified in the extention agreement. (Governement Code 911.6)

~~The application to file a late claim shall state the reason for the delay. The Board shall grant or deny the application within 45 days after it is presented. By mutual agreement of the claimant and the Board, this 45-day period may be extended by written agreement made before the expiration of such period. If the Board does not take action on the application within 45 days, it shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement.~~

~~If the application to present a late claim is denied, the claimant shall be given notice in the form set forth in Exhibit B. (Government Code 911.3, 911.4, 911.6, 911.8, 912.2, 935)~~

Delivery and Form of Claim

A claim, any amendment thereto, or an application for leave to present a late claim shall be deemed presented when delivered to the office of the Superintendent or deposited in a post office, subpost office, substation, or mail chute or other like facility maintained by the U.S. Government in a sealed envelope properly addressed to the district office with postage paid. (Government Code 915, 915.2)

~~Claims may be submitted on the district claim form or as prescribed in Section 910 and 910.2 of the Government Code. (Government Code 910, 910.2, 910.4)~~

Claims must be submitted on the district claim form. The "Board" may return a claim not using the district's claim form. (Government Code 910.4). The required Claim Form is attached to this administrative regulation.

Notice of Claim Insufficiency

~~The Superintendent or designee shall review all claims for sufficiency of information. The Superintendent or designee may, within 20 days of receipt of claim, either personally deliver or mail to claimant a notice as set forth in Exhibit C stating deficiencies in the claim presented. If such notice is delivered or sent to claimant, the Board shall not act upon the claim until at least~~

days after such notice is sent. (Government Code 910.8, 915.4)

The Superintendent or designee shall review all claims for sufficiency of information.

If the claim is found insufficient or found not to satisfy the form requirements under Government Code 910.4, the "Board" may, within 20 days of receipt of the claim personally deliver or mail to the claimant, at the address stated in the claim form, a notice stating with particularity the defects or omissions in the claim. (Government Code 910.8, 915.4)

If such a notice is delivered or sent to the claimant, the "Board" shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendments to Claim

~~Claims may be amended within the above time limits or prior to final action by the Board, whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim.~~

Claims may be amended within the time limits provided under section entitled "Time Limitations" above or prior to final action by the "Board" whichever is later, if the claim, as amended, relates to the same transactions or occurrence which gave rise to the original claim. (Government Code 910.6)

Action on Claim

~~Within 45 days after the presentation or amendment of a claim, the Board (or Superintendent, if delegated this authority) shall take action on the claim. (Government Code 912.4) This time limit may be extended by written agreement before the expiration of the 45-day period or before legal action is commenced or barred by legal limitations. (Government Code 912.4) The Superintendent or designee shall transmit to the claimant a notice of action taken. The notice shall be in the form set forth in Exhibit D. (Government Code 913)~~

Within 45 days after the presentation or amendment of a claim, the "Board" may take action on the claim. This time limit may be extended by written agreement before the expiration of the 45-day period or before legal action is commenced or barred by legal limitations. (Government Code 912.4)

The "Board" may act on the claim in one of the following ways: (Government Code 912.6)

1. If the "Board" finds that the claims not a proper claim against the district or its employees, the claim shall be rejected.
2. If the "Board" finds that the claim is a proper claim against the district and is for an amount justly due, the claim shall be allowed.
3. If the "Board" finds that the claim is a proper claim against the district but is for an

amount greater than is justly due, the "Board" shall either reject the claim or allow it in the amount justly due and reject it as to the balance.

4. If legal liability of the district or the amount justly due is disputed, the "Board" may reject or compromise the claim.

~~If no action is taken within the prescribed time limits, the claim shall be deemed to have been rejected and the claimant notified in accordance with Government Code 913. (Government Code 945.6)~~

If the "Board" allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the "Board" may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

~~Roster of Public Agencies~~

~~The Superintendent or designee shall annually verify that all information regarding the school district and the Board is filed accurately with the Roster of Public Agencies in the office of the Secretary of State and the County Clerk. The verified information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board-presiding officer, the Board clerk or secretary and other members of the Board. (Government Code 53051)~~

The Superintendent or designee shall transmit to the claimant written notice of action taken or inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim form. (Government Code 913, 915.4)

If no action is taken within the prescribed time limits, the claim shall be deemed to have been rejected. (Government Code 912.4, 945.6)

All claimants are encouraged to promptly seek the advice of an attorney so as to protect their legal rights with respect to any claim or potential claim.

This policy is effective immediately and applies retroactively to any and all claims, including to claims which accrued prior to the enactment of this policy.

Regulation LOS BANOS UNIFIED SCHOOL DISTRICT
approved: ~~December 12, 1996~~ Los Banos, California

Approved: July 12, 2018

Los Banos USD

Board Policy

Claims And Actions Against The District

BP 3320

~~Business and Noninstructional Operations~~

Business and Non-instructional Operations

~~Any and all claims for money or damages against the district must be presented to and acted upon in accordance with Governing Board policy and administrative regulation. Compliance with district procedures is a prerequisite to any court action, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.~~

Claim Presentation Requirements

Any and all claims for money or damages against the District must be presented to and acted upon in accordance with Governing Board Policy 3320 and Administrative Regulation 3320 which have been adopted by the Governing Board pursuant to Government Code Section 935. Compliance with these District Claim Procedures is a prerequisite to any court action, including specifically those claims excepted by Government Code Section 905, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.

This policy is effective immediately and applies retroactively to any and all claims, including to claims which accrued prior to the enactment of this policy.

~~This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.~~

Legal Reference:

EDUCATION CODE

~~35200—Liability for debts and contracts~~

~~35202—Claims against districts; applicability of Government Code~~

GOVERNMENT CODE

~~800—Cost in civil actions~~

~~810-996.6—Claims and actions against public entities~~

~~53051—Information filed with secretary of state and county clerk~~

PENAL CODE

~~72—Fraudulent claims~~

COURT DECISIONS

~~CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580~~

Legal References

EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

CODE OF CIVIL PROCEDURE

340.1 Damages suffered as a result of childhood sexual abuse

GOVERNMENT CODE

800 Cost in civil actions

935 Authority to enact local claims procedure

810-996.6 Claims and actions against public entities

53051 Information filed with secretary of state and county clerk

PENAL CODE

72 Fraudulent claims

COURT DECISIONS

City of Stockton v. Superior Court (2007) 42 Cal.4th 730

Connelly v. County of Fresno (2006) 146 Cal.App.4th 29

CSEA v. South Orange Community College District (2004) 123 Cal.App.4th 574

CSEA v. Azusa Unified School District (1984) 152 Cal.App.3d 580

State of California v. Superior Court (Bodde) (2004) 32 Cal.4th 1234

Tapia v. County of San Bernardino (1994) 29 Cal.App.4th 375

Policy LOS BANOS UNIFIED SCHOOL DISTRICT

~~adopted: December 12, 1996~~

Los Banos, California

Adopted: July 12, 2018

**LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
June 6, 2018
5:30 P.M.**

District Office
Boardroom

Mr. Parreira called the meeting to order at 5:30 P.M.

Call to Order

PRESENT: Mr. Areias, Ms. Benton, Mr. Martinez(5:32),Mr. Munoz,
Mr. Parreira

Roll Call

ABSENT: Ms. Goin, Ms. Smith

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

Pledge of
Allegiance

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

Approval of Agenda

No one came forward

Public Forum

On motion by Member Benton, seconded by Member Martinez, Trustees approved the low bid of \$758,918 from Buildings Unlimited for the Pacheco High School Modulars Project and authorized the Superintendent or Designee to sign contract documents and issue the Notice to Proceed. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith. Motion carried

Award
Recommendation

The meeting was adjourned at 5:37 P.M.

Adjournment

Secretary

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
June 14, 2018

City Hall

Mr. Parreira called the meeting to order at 6:00 P.M.

Call to Order

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

Roll Call

A study session was held prior to the meeting to discuss the Local Control Accountability Plan (LCAP)

Study Session

A closed session was held at 6:30 P.M. for Student Discipline: Cases #4143401370, #7948825795, #8305856796, #5513555 (Action) Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957); (No Action)

Closed Session

The regular meeting was opened by Mr. Parreira at 7:10 P.M.

Regular Meeting

The audience was led in the Pledge of Allegiance by Thais Duni, Executive Secretary

Pledge of Allegiance

A moment of silence was observed in honor of the passing of teacher Ms. Cheryl Moody, Paraprofessional Ms. Sara Rubio and PHS student Celeste Valdez.

On a motion by Member Benton, seconded by Member Martinez, Trustees approved the agenda as submitted with corrections to: #V. Recognitions: Remove Dollar General. New Business Item #C Resolution #29-18 and BRM date change. Item #L. Governing Board Election, item 2. Change three to four members and addition of Smith next to Corbin. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried

Approval of Agenda

Pentathlon winners along with their Coaches from Lorena Falasco Elementary, Miano Elementary and Westside Union Elementary were recognized. The Class of 2018 from LBUSD Adult Education received their diplomas.

Recognition/ Introductions

Geneva Brett congratulated the Pentathlon students and the Adult Education graduates. She congratulated everyone on the passing of Measure X. She thanked Ms. Benton for all of her hard work and hours spent on the bond.

Public Forum

No Report

Student Report

Outgoing LBTA President, Jason Walsh spoke of relationships and family in relation to the staff and student that the District recently lost. He thanked his family for their support during his tenure as LBTA president. He finished with a personal story and the hope that people would start emphasizing the importance of fathers in a student's life.

LBTA Report

No Report

CSEA Report

Dr. Marshall started his report by presenting Jason Walsh with a plaque in recognition of his time as LBTA president. He also had a plaque for Norman Betteridge who served as CSEA president for 20 years. He stated that he had a great first year as Superintendent of Los Banos Unified. He thanked everyone who helped with the passing of Measure X. He congratulated the Adult School graduates. He also pointed out all of the positive things that were happening with student achievements and referenced how well our district did in the Academic Pentathlon and how one of our staff members won State Athletic Director of the year. He stated the budget was fiscally sound and that Administrators had a great retreat in Seaside and are working cohesively for the betterment of the students.

Superintendent's Report

Mr. Don Laursen gave an update on the current projects throughout the District.

Facilities Report

Mr. Martinez congratulated all on the passing of Measure X, he thanked Ms. Benton for all of her hard work as chairman. He attended the Los Banos High School Wax Museum and said he was impressed with the students. He attended the Community Café at Creekside Junior High that focused on School Safety. He commended Dan Martin for his work on the School Safety plan. He attended the Safety Committee meeting as well as the 2x3 meeting in collaboration with the city. He attended five graduation ceremonies. He thanked the graduates, staff, administration and the families. He wished everyone a good summer. Mr. Areias echoed the thank you for all who helped pass Measure X. He thanked Ms. Benton, Mr. Parreira and Dr. Marshall for all of their hard work and endless hours put into Measure X. He also thanked the community for their support. Mr. Munoz had no report. Ms. Benton congratulated all the graduates and she stated that she was especially proud of the ladies from the Adult School who graduated this evening. She also stated that there would be a H.A.W.K. System installed at the intersection of 11th and Pacheco. It would be similar to the one on Mercey Springs. This should be installed in the next 3-4 months. She thanked the community and fellow board members for being united to reach the goal of passing Measure X. She also thanked Jason Walsh for getting his troops to get excited and help. She also thanked Tom Kaljan for the use of his building for phone banking. She also stated that she would miss Jason Walsh and Thais Duni. Mr. Parreira attended scholarship nights at both high schools and made it a point to thank all of the donors. He stated that community members are raising money in order to sponsor these scholarships. He attended the LBHS Living Wax Museum and said that it was outstanding. He commended Volta Elementary for inviting the Veterans and the Auxilary to the school to recognize them for their service. He stated that we had Day of the Teacher and Classified Employees Week to recognize these groups of people but he also wanted to thank the Administrative team for all of their hard work. He thanked Ms. Benton for all the time and effort that she put into the Measure X campaign. He also thanked Carolann DeMoss for volunteering her time as well. He thanked everyone who made food, phone calls, put out signs and walked the precincts.

Trustee Reports

The District English Learner Task Force reported to the Board on the implementation of their instructional recommendations for the 2018-19 school year

District English Learner Task Force Recommendation

The District English Learner Advisory Committee (DELAC) provided a report on the district-wide needs assessment on a school by school basis.	District English Learner Advisory Committee (DELAC) Report
On motion by Member Martinez, seconded by Member Munoz, Trustees adopted Resolution #29-18 as required by legislation that established the Education Protection Account. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	Education Protection Account
On a motion by Member Areias, seconded by Member Benton, the Board adopted Resolutions #17-18, #18-18, #19-18, #20-18, #21-18, #22-18, #23-18, #24-18, #25-18, #26-18, #27-18 and #28-18 approving identified certificated staff to teach outside of their credential authorization per Education Code #44258.3 and Section #44258.7 C & D. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	Authorization of Teaching Assignments
On a Motion of Member Benton, seconded by Member Areias, Trustees approved a Provisional Internship Permit for the following teachers: Michaela Shanahan–Social Science Teacher – Creekside Junior High School, Alexandria Montiel – English Teacher – Los Banos High School, Jeffrey Vigil – Math Teacher – Pacheco High School. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	Provisional Internship Permit
Staff provided an overview of the current Local Control Accountability Plan (LCAP) followed by a public hearing. Mr. Parreira opened a public hearing at 8:44 P.M. regarding the LCAP. There were no public comments and the hearing was closed at 8:44 P.M.	Local Control Accountability Plan (LCAP)
Staff provided a report on the 2018-19 budget followed by a public hearing. Mr. Parreira opened a public hearing at 8:45 P.M. regarding the Budget. There were no public comments and the hearing was closed at 8:45P.M.	2018-19 Budget
On a Motion of Member Areias, seconded by Member Benton, Trustees declared their intent to adopt the following new courses: French 4 & Portuguese 4 (LBHS LOTE), Creative Writing Course (LBHS Elective), Chamber Singers: Honors (LBHS Music), Honors Chemistry (PHS Science) Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	New Course Adoptions
On a Motion of Member Areias, seconded by Member Martinez the Trustees approved renewal of the 2018-2019 Contract # CSPP 8296 between the California Department of Education (CDE) and the Los Banos Unified School District (LBUSD) for the California State Preschool Program; and adopted Resolution #30-18, authorizing designated personnel to sign contract documents. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	Contract Renewal: 2018-19 California State Preschool Program

On a Motion of Member Benton, seconded by Member Martinez the Trustees approved renewal of the 2018-2019 Contract #CPKS-8046 between the California Department of Education and Los Banos Unified School District for the Pre-Kindergarten Family Literacy Program Support; and adopted Resolution #14-18, authorizing designated personnel to sign contract documents. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	Contract Renewal Pre-Kindergarten and Family Literacy Support
On a Motion of Member Martinez, seconded by Member Benton the Trustees approved the School Impact Mitigation Agreement with Amrik S. Sarai and Balbir K. Sarai ("Developer") for the development located at APNs 082-030-022 and 082-030-023. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	Approval of School Impact Mitigation Agreement
On motion by Member Areias, seconded by Member Munoz, Trustees approved the <i>Notice of Election</i> to be filed with the Merced County Registrar of Voters. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	Governing Board Election
On motion by Member Benton, seconded by Member Martinez, Trustees adopted Resolution #31-18, Order of Election; orders a governing board election on November 6, 2018, to elect four members to the School Board. The terms of Members Areias, Martinez, Parreira, and Corbin (Smith) will expire this year Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	
On motion by Member Munoz, seconded by Member Benton, Trustees adopted Resolution #32-18 which establishes a procedure in the event of a tie vote Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	
On motion by Member Benton, seconded by Member Martinez, Trustees approved the Consent Calendar as submitted. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried	CONSENT CALENDAR
Trustees approved minutes of the: Regular Meeting held on May 10, 2018 and the Special Meeting held on May 24, 2018.	Minutes
Trustees approved Certificated Report: Appointment: Arceo, Carlos – ELD/ELA Teacher – Los Banos Junior High - effective 8/6/2018, Brown, Chelsea – Elementary Teacher – Miano Elementary – effective 8/6/18, Gomez, Micaela – Psychologist – effective 7/1/2018, Martinez, Melanie – Learning Director – Creekside Junior High School – effective 7/1/2018, Martinez-Cisneros, Claudia – Mental Health Counselor – effective 8/1/2018, McWilliams, Russell – Social Science Teacher- Los Banos High School- effective 8/6/2018, Montejano, Isabella – Spanish Teacher – Los Banos High – effective 8/6/2018, Rodriguez, Guadalupe - Elementary Teacher – Los Banos Elementary – effective 8/6/2018, Souza, Meghan– Science Teacher – Pacheco High School – effective 8/6/2018, Teagle, Aaron – Los Banos Junior High – Social Science Teacher – effective 8/6/2018, Voglin, Spencer – Math Teacher – Los Banos Junior High – effective 8/6/2018, Zapien, Patrick – Elementary Teacher – Volta Elementary – effective 8/6/2018, Resigned: Bowen, Devin – Science Teacher – Los Banos High	Personnel Actions

School – effective 6/30/2018, Fertig, Samantha – Elementary Teacher – Miano Elementary – effective 6/30/2018, Jordan, Scott – Math Teacher – Creekside Junior High – effective 6/30/2018, Soberanes, Sally – English Teacher – Pacheco High School – effective 6/30/2018, Yuan, Min – Special Education Director – effective 6/30/2018.

Classified Report: New Hires: Promotional: Lopes, Connie – DO, Accounting Specialist (8.0 Hrs), Nunes Ballez, Diane – Child Nutrition Worker (7.0 Hrs) Ocaranza, Elizabeth – DW, Translator/Interpreter (8.0 Hrs) Retirements: Barba, Amelia – LBE, Behavior Support Assistant – Effective 6/2/2018, Nelson, Kerri – DO, Secretary IV (Confidential) – Effective 7/31/2018. Termination: Pompa, Kathy – FOT, Bus Driver – Effective 5/25/2018. Resigned: Schiro, Traci – LBE, Paraprofessional – Effective 6/1/2018.

Trustees approved the employee stipends for Paid Prep Period, PAR Panel and/or Department Chair assignments.	Paid Prep, Department Chair and PAR Stipends
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Trustees approved the monthly Fiscal Report was submitted for Board information.	Fiscal Report
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Trustees approved the Pacheco High School-Modulars CDE approval-forms.	CDE Process Approval
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Trustees approved the Volta Elementary Modular Process approval forms

Trustees approved the updated list of student organizations/clubs from Los Banos High School to include the addition of the “Los Banos High School Rodeo Club”.	Student Organization Review/Approval
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Trustees approved the addition of the District movie list, adding “ <i>Hidden Figures</i> ”, “ <i>Mighty</i> ”, “ <i>Wonder</i> ”, “ <i>Race</i> ”, “ <i>Remember the Titans</i> ”, and “ <i>Jurassic Park</i> ” to the Los Banos Junior High School film list.	LBUSD District School Film List
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Trustees adopted the following mandated policies: AR #0420.4 Charter School Authorization, BP #3515.7 Firearms on School Grounds, AR #4144/4244/4344 Complaints BP #5144 Discipline, BP/AR #5144.1 Suspension and Expulsion/Due Process, BP #3350 Travel Expenses, AR #5125.2 Withholding Grades, Diploma Or Transcripts, BB #9150 Student Board Members, BP #5131.2 Bullying, AR #3517 Facilities Inspection, AR #5148.2 Before/After School Programs -NEW-, BP #4119.21/4219.21/4319.21 Professional Standards (former title “Code of Ethics Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	Mandated Policy Changes/Updates (Second Reading)
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Trustees designated Veli Gurgun, LBHS Principal; Joseph Barcellos, LBHS Athletic Director; Ms. April Latta, LBHS Learning Director; Daniel Sutton, PHS Principal; Charles Pikas, PHS Athletic Director and Daniel Elizalde, PHS Assistant Principal as the District’s California Interscholastic Federation (C.I.F.) league representatives for the 2018-19 school year.	Designation of C.I.F. League Representatives
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Trustees approved donations from Mr. Scott Silveira to Creekside Junior High, Walmart to Creekside Junior High, Kaljian Real Estate-Coldwell Banker to Creekside Junior High, Annette Guzman to Creekside Junior High, Kaljian Real Estate-Coldwell Banker to Pacheco High School, Ms. Pamela Ortiz to Pacheco High School	Donations
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Trustees approved the following agreements/proposals: Agreement, MCOE, 2018-19 Media Services; Agreement, 360 Degree Customer Inc.; Agreement, MCOE and LBUSD Food Services; Agreement, Office of Public School Construction Grant; Proposal, Technicon Engineering Services, Inc., testing services; Agreement, Tom Neeb, Expulsion Services; Agreement, Math Solutions Elementary; Agreement, Math Solutions Secondary.

Agreements/
Contracts

Trustees approved the following overnight/out-of-state travel: PHS Teacher, Spanish Speaking Conference, Spain, July 1-16, 2018; RME Teachers, Model Schools Conference, Orlando, FL, June 24-27, 2018.

Travel

The Board declared specific library books and/or textbooks as obsolete and dispose of in accordance with Board Policy #3270.

Obsolete Books

Trustees declared specified electronic equipment as obsolete and authorized disposal in accordance with Board Policy #3270.

Obsolete
Equipment

Trustees approved the warrants for payment.

Warrants

On motion by Member Areias seconded by Member Martinez, Trustees expelled student cases #4143401370 and #5513555 for the current semester and the fall semester of the 2018-19 school year through December 21, 2018. Trustees expelled student cases #7948825795 and #8305856796 for the current trimester and the fall trimester of the 2018-19 school year through November 2, 2018. Ayes: Areias, Benton, Martinez, Munoz, Parreira; Noes: 0; Absent: Goin, Smith; Motion carried .

Reporting Closed
Session

There were no future agenda items.

Future Agenda
Items

The Board went into closed session at 9:00 P.M. and adjourned out of closed session at 9:13. No action was taken

The Meeting was adjourned at 9:14 P.M.

Adjournment

SECRETARY

**LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
June 21, 2018**

District Office
Board Room

The meeting was called to order at 5:05 P.M. by Mr. Parreira.

Call to Order

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

Roll Call

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

Pledge of
Allegiance

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

Approval of
Agenda

~~Ms. Mastrangelo asked the Board to approve the final draft of the LCAP with a few minor changes. Mr. Laursen pointed out that Special Education was listed on the original draft and has since been removed. On motion by Member Benton, seconded by Member Martinez, Trustees approved the Local Control Accountability Plan as submitted. Ayes: Areias, Benton, Martinez, Parreira; Noes: 0; Absent: Goin, Munoz, and Smith. Motion carried~~

2018-19 LCAP
Approval

Mr. Iqbal asked the Board to adopt the 2018-19 Budget. On motion by Member Martinez, seconded by Member Areias, Trustees adopted the 2018-19 Budget as submitted. Ayes: Areias, Benton, Martinez, Parreira; Noes: 0; Absent: Goin, Munoz, and Smith. Motion carried

2018-19 Budget
Adoption

On motion by Member Benton, seconded by Member Martinez, Trustees approved the appointment of Yolanda Cork-Anthony as Director of Special Education effective 7/1/18. Ayes: Areias, Benton, Martinez, Parreira; Noes: 0; Absent: Goin, Munoz, and Smith. Motion carried

Personnel Actions

The meeting was adjourned by Mr. Parreira at 5:11 P.M.

Adjournment

Superintendent

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

REPORT OF CERTIFICATED EMPLOYMENT
FOR BOARD APPROVAL –July 12, 2018

Tammie Calzadillas, Assistant Superintendent

APPOINTMENTS:

Arias, Aaron – English/Drama Teacher, Pacheco High School – effective 08-06-2018
Bates, Pamela – English Teacher, Creekside Junior High – effective 08-06-2018
Contreras-Isaola, Iliana – Associate Pre School Teacher – effective 07-01-2018
Fifield, Troy – Digital Media Teacher, Creekside Junior High – effective 08-06-2018
Hitchcock, Brittnay – Science Teacher, Pacheco High School – effective 08-06-2018
Hurd, Allison – Kindergarten Teacher, Miano Elementary – effective 08-06-2018
Latta, April – Assistant Principal, Los Banos High School – effective 07-01-2018
Moody, Robert – Special Education Teacher, Henry Miller Elementary – effective 08-06-2018
Robertson, Chris – Mathematics Teacher, Creekside Junior High – effective 08-06-2018
Rotandi, Matthew – Learning Director, Los Banos High School – effective 08-06-2018
Spinelli, Christina – English Teacher, Pacheco High School – effective 08-06-2018
Walker, Daniel – Mathematics Teacher, Creekside Junior High – effective 08-06-2018
Wren, Amelia – English Teacher, Pacheco High School – effective 08-06-2018
Zamora, Elbia – Mathematics Teacher, Creekside Junior High – effective 08-06-2018

RETIRED

Santos, Patricia – Inclusions Specialist, Los Banos Elementary – effective 06-30-2018

RESIGNED

Teresi, Katherine – Mathematics Teacher, Los Banos High School – effective 06-30-2018
Collins, Linwood – Special Education Teacher, District Wide - effective 06-30-2018

RELEASED

Germinaro, Deborah – English Teacher, Pacheco High School – effective 06-30-2018
Lander, Marcee – Science Teacher, Pacheco High School – effective 06-30-2018
Ortiz, Kim - English Teacher, Los Banos High School – effective 06-30-2018
Solis, Josh – Science Teacher, Pacheco High School – effective 06-30-2018

EXTRA DUTY

APPOINTMENTS:

Greg Alvarez-Frosh Football-LBHS, Joey Barcellos-Activities Director, Athletic Director, Cross Country coach-LBHS, Lynn Barcellos-Tennis Coach-Girls-LBHS, Sergio De Alba-Pentathlon Coach-RME, Danny Crosby-Tennis Coach-Girls-PHS, Manuel Faria-Choir Director-LBHS, Jeannie Fournier-Auxiliary Unit Advisor-PHS, Flag Team Advisor-LBJH, Winter Guard-LBJH, Letter Girl Advisor-LBJH, Damien Kennedy-Athletic Director-CJHS, Asst. Football Coach Varsity-LBHS, Daniel Maldonado-Head Varsity Volleyball Coach-Girls-PHS, John Painter-Asst. JV Football Coach-LBHS, Charlie Pikas-Athletic Director, Activities Director-PHS, Nichole Souza-Spirit Team Advisor-LBJH, Carlos Rodriguez-Asst. JV Football Coach, Athletic Trainer Equipment-PHS, David Snapp- Head Varsity Football coach-PHS, Brandi Tate- Head Spirit Team Advisor- LBHS, Shelly Weathers- Theatre Director-LBHS, Manuel Zorra- Asst. JV Football Coach-LBHS, Laura Barger-Golf Coach-LBHS, Darryl Barger-Water Polo Coach-Boys-LBHS, Erin Degough-Scholarship Advisor-LBHS, Erin Degough-Scholarship Advisor-LBHS, Lori Moore-Head Spirit Team Advisor-PHS, Kiana Tart-Spirit Team Advisor-JV-PHS, John Cook-Asst. Football Coach-Frosh-LBHS, Chris Witt- Asst. Football Coach-Varsity-PHS, Hannah Green-JV Volleyball Coach-Girls-PHS, Issac Samaniego-JV Volleyball Coach-Girls-LBHS

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

REPORT OF CLASSIFIED EMPLOYMENT FOR BOARD APPROVAL – July 12, 2018

Tammie Calzadillas, Assistant Superintendent

New Hires:

Galarza, Enedina – TK, Administrative Secretary (8.0 Hrs)

Valenzuela, Jose – VE, Computer Technician (8.0 Hrs)

Vasquez, Martitza – SS, Nurse Assistant (8.0 Hrs)

Appointments:

Promotional:

Melton, Yanel – DO, Accounting Technician (8.0 Hrs)

Montez, Esmeralda – PHS, Paraprofessional (6.0 Hrs)

Retired:

Termination:

Resigned:

Leave of Absence:

Board Reference Material

SUBJECT TITLE: **Monthly Fiscal Report**

REQUESTED ACTION: None—report only

Action_____

Discussion/Information__X__

RECOMMENDATION:

The attached reports are provided for informational purposes only.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Amer Iqbal, Director of Fiscal Services
Date: July 12, 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 :	105,774,890.00	1,649,157.00-	104,125,733.00	105,023,602.37	897,869.37-	100.86
FEDERAL REVENUES :	5,112,500.00	2,203,794.00	7,316,294.00	5,530,795.49	1,785,498.51	75.59
OTHER STATE REVENUES :	9,958,703.00	2,306,875.00	12,265,578.00	7,969,707.10	4,295,870.90	64.97
OTHER LOCAL REVENUES :	810,000.00	555,415.00	1,365,415.00	1,246,659.31	118,755.69	91.30
* TOTAL YEAR TO DATE REVENUES	* * 121,656,093.00 *	3,416,927.00 *	125,073,020.00 *	119,770,764.27 *	5,302,255.73 *	95.76

EXPENDITURE DETAIL

CERTIFICATED SALARIES :	50,790,534.00	325,047.00-	50,465,487.00	49,617,409.57	848,077.43	98.31
CLASSIFIED SALARIES :	18,669,563.00	535,762.00-	18,133,801.00	18,290,966.00	157,165.00-	100.86
EMPLOYEE BENEFITS :	32,862,412.00	550,609.00-	32,311,803.00	29,186,915.66	3,124,887.34	90.32
BOOKS AND SUPPLIES :	8,607,083.00	3,457,746.00	12,064,829.00	4,679,714.05	7,385,114.95	38.78
SERVICES, OTHER OPER. EXPENSE:	7,205,527.00	1,085,192.00	8,290,719.00	8,226,401.75	64,317.25	99.22
CAPITAL OUTLAY :	784,594.00	490,404.00	1,274,998.00	1,391,802.74	116,804.74-	109.16
OTHER-OUTGOING-:	1,640,000.00	35,043.00	1,675,043.00	1,964,812.95	289,769.95-	117.29
DIRECT SUPPORT/INDIRECT COSTS:	381,000.00-	13,116.00-	394,116.00-	.00	394,116.00-	0.00
PRIOR YEAR EXPENDITURE :	1,122,003.00	500.00	1,122,503.00	1,082,934.40	39,568.60	96.47
* TOTAL YEAR TO DATE EXPENDITURES	* * 121,300,716.00 *	3,644,351.00 *	124,945,067.00 *	114,440,957.12 *	10,504,109.88 *	91.59

OTHER FINANCING SOURCES (USES)

INTERFUND TRANSFERS - OUT :	.00		.00	17,930.47-	17,930.47	NO BDGT
CONTRIB.- RESTRICTED PROGRAMS:	.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING	* .00 *	.00 *	.00 *	17,930.47-*	17,930.47 *	NO BDGT

UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
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FUND RECONCILIATION

ASSETS AND LIABILITIES :

9110	CASH IN COUNTY TREASURY	15,458,309.41	5,334,114.11	20,792,423.52
9130	REVOLVING CASH ACCOUNT	24,900.00	100.00	25,000.00
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	2,444,314.72	2,343,387.43-	100,927.29
9310	DUE FROM OTHER FUNDS	301,893.89	301,893.89-	.00
9319	DUE FROM OTHER FUNDS - SET UP		30,000.00	30,000.00
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9509	ACCOUNTS PAYABLE SET UP		280.79-	280.79-
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,731,275.67-	2,670,677.22	60,598.45-
9522	STRS REF EXCESS CONTRIBUTION	166.72-	697.18-	863.90-
9550	USE TAX LIABILITY	12,932.46-	1,512.17	11,420.29-
9553	REPAY		996.83-	996.83-
9554	INSURANCE	5,066.81	16,165.45	21,232.26
9556	MISC DISTRICT VOL-DEDS (1)	100.80	100.80-	.00
9564	RETIREE LIABILITY	17,754.41-	93,667.90-	111,422.31-
9567	INSURANCE MISCELLANEOUS	105.98	105.98-	.00
9610	DUE TO OTHER FUNDS	438.53-	438.53	.00
9650	UNEARNED (DEFERRED) REVENUE	555,843.72-	.00	555,843.72-

* NET YEAR TO DATE FUND BALANCE * * 14,918,530.10 * 5,311,876.68 * 20,230,406.78 *

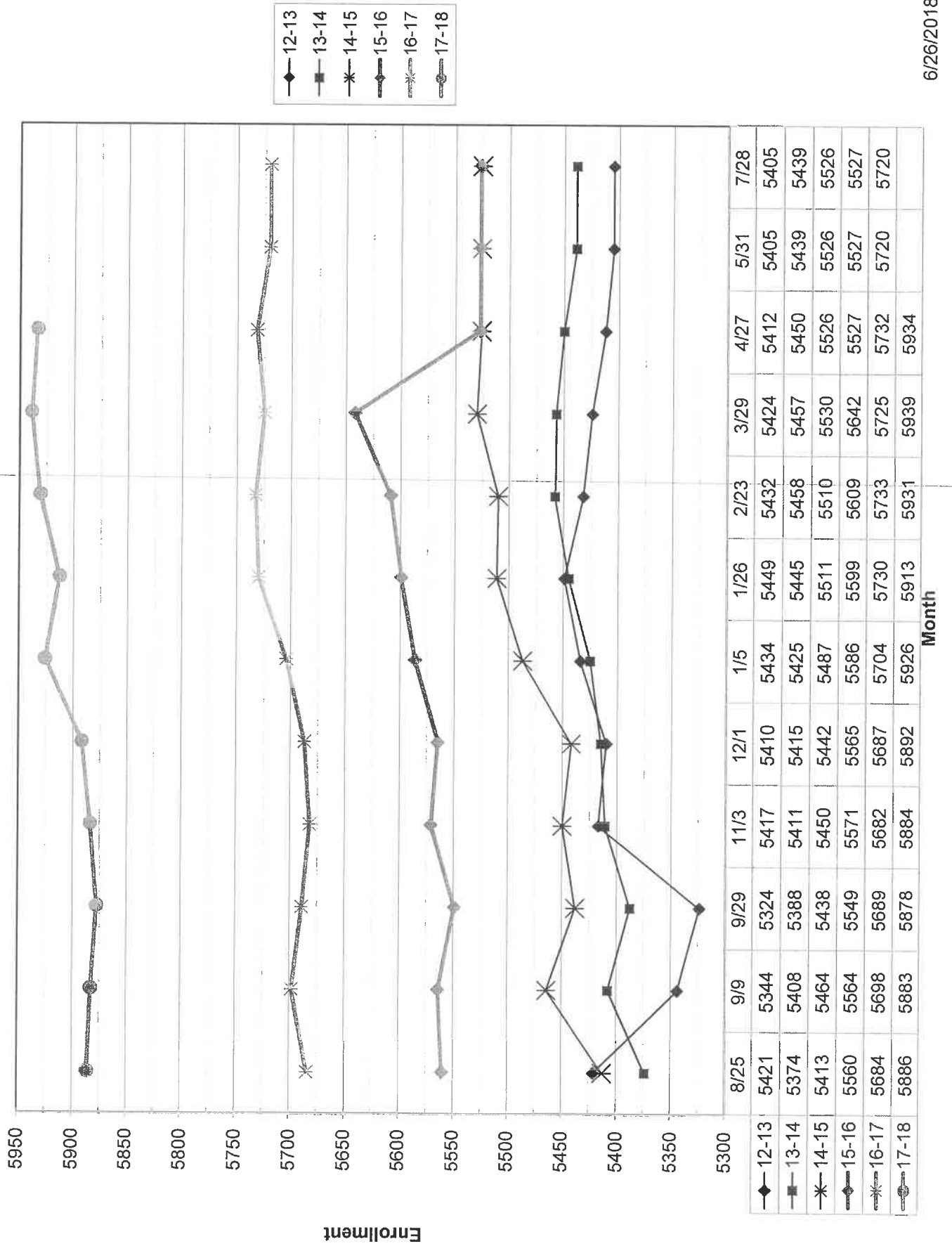
* EXCESS REVENUES/(EXPENDITURES) * * 14,918,530.10 * 5,311,876.68 * 20,230,406.78 *

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
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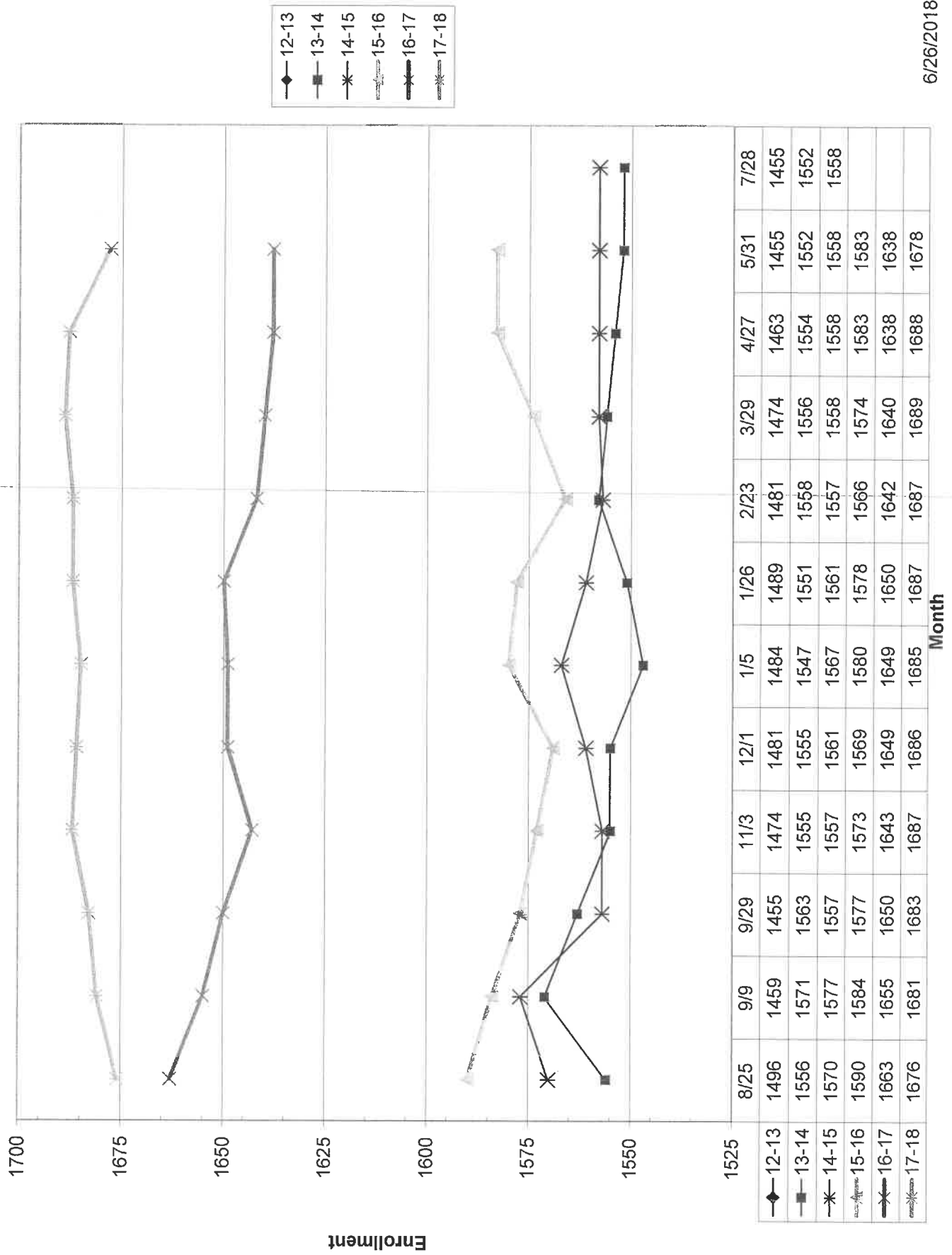
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

A. REVENUES	121,656,093.00	3,416,927.00	125,073,020.00	119,770,764.27	5,302,255.73	95.76
B. EXPENDITURES	121,300,716.00	3,644,351.00	124,945,067.00	114,440,957.12	10,504,109.88	91.59
C. EXCESS REVENUES (EXPENDITURES)	355,377.00	227,424.00-	127,953.00	5,329,807.15	5,201,854.15-	4165.44
D. OTHER FINANCING SOURCES (USES)	.00	.00	.00	17,930.47-	17,930.47	NO BDGT
E. NET CHANGE IN FUND BALANCE	355,377.00	227,424.00-	127,953.00	5,311,876.68	5,183,923.68-	4151.42
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	355,377.00	227,424.00-	127,953.00	5,311,876.68	5,183,923.68-	4151.42

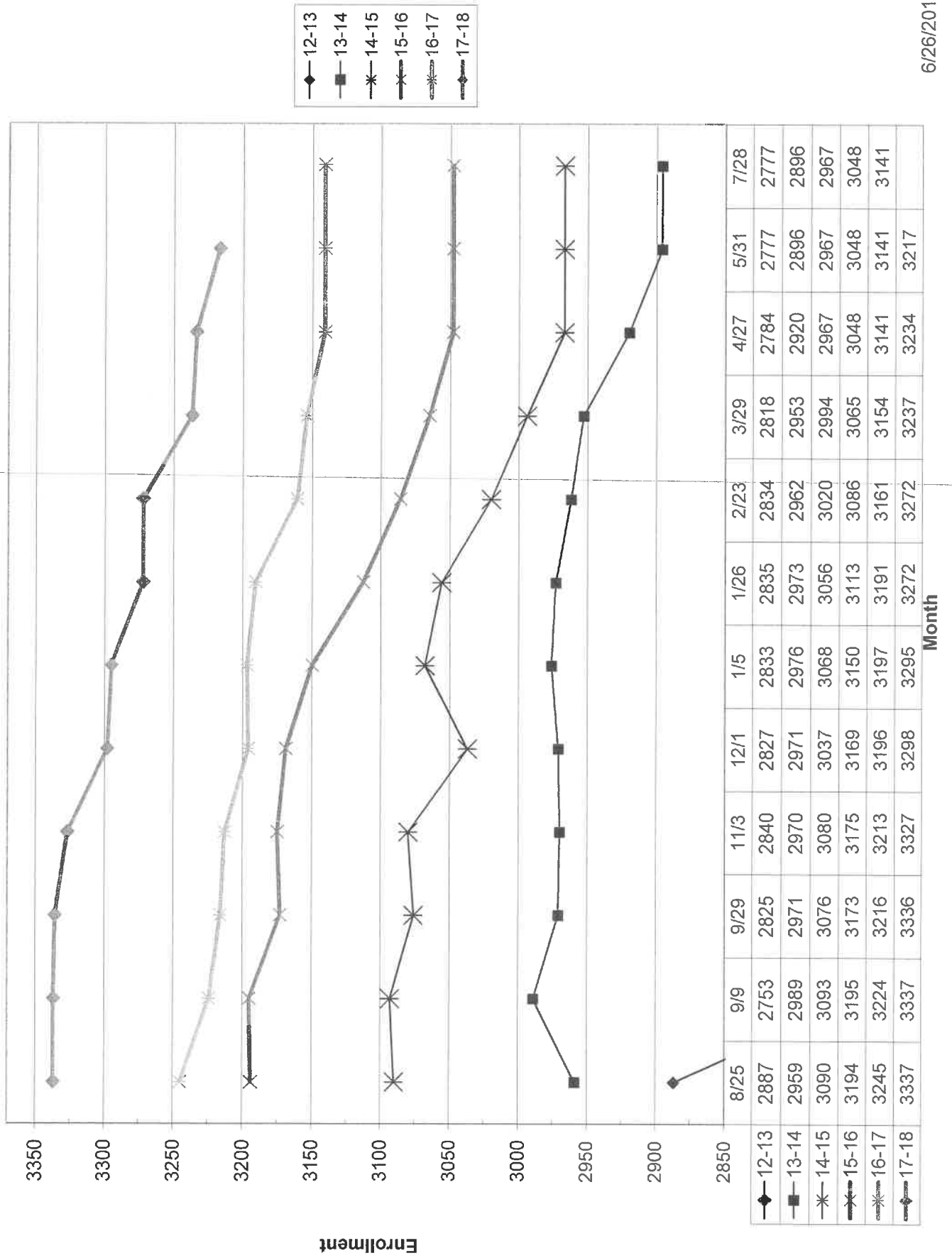
K-6 Enrollment (including SDC) by Month



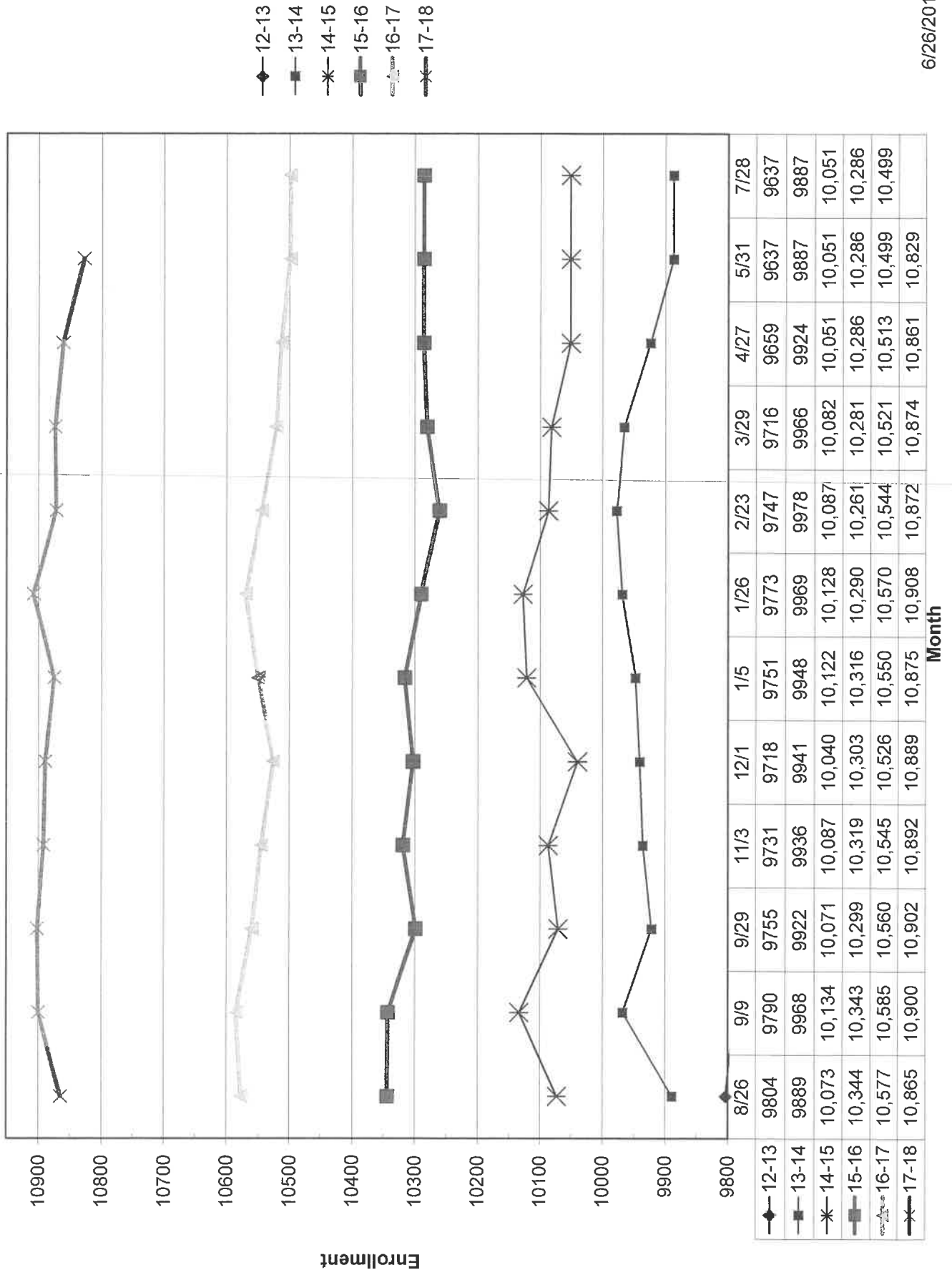
7-8 Enrollment (including SDC)



9-12 Enrollment (including SDC)



K-12 Enrollment (including SDC) by Month



Los Banos Unified School District
2017-2018 Developer Fees

	2014-15	Monthly %	Cumulative %	2015-16	Monthly %	Cumulative %	2016-17	Monthly %	Cumulative %	2017-18	Monthly %	Cumulative %
JUL	\$117,386.08	12.91%	12.91%	\$109,941.25	7.48%	7.48%	\$5,731.20	0.25%	0.25%	\$274,657.79	8.66%	8.66%
AUG	\$78,003.40	8.58%	21.48%	\$105,310.08	7.17%	14.65%	\$26,649.18	1.16%	1.41%	\$208,796.85	6.58%	15.25%
SEP	\$77,550.43	8.53%	30.01%	\$37,320.27	2.54%	17.19%	\$47,479.74	2.07%	3.48%	\$275,404.32	8.69%	23.93%
OCT	\$185,797.66	20.43%	50.43%	\$19,825.11	1.35%	18.54%	\$51,686.41	2.25%	5.74%	\$218,715.47	6.90%	30.83%
NOV	\$111,157.12	12.22%	62.65%	\$28,945.89	1.97%	20.51%	\$186,628.12	8.14%	13.88%	\$197,943.82	6.24%	37.07%
DEC	\$272,878.32	30.00%	92.65%	\$82,174.85	5.59%	26.11%	\$60,503.79	2.64%	16.51%	\$217,111.35	6.85%	43.92%
JAN	\$50,405.07	5.54%	98.19%		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	20.04%	63.96%
FEB	\$1,345.14	0.15%	98.34%	\$61,428.06	4.18%	30.29%	\$273,114.28	11.91%	44.38%	\$247,502.17	7.81%	71.76%
MAR		0.00%	98.34%	\$111,836.09	7.61%	37.90%	\$165,196.51	7.20%	51.58%	\$66,820.53	2.11%	73.87%
APR		0.00%	98.34%	\$304,266.24	20.71%	58.61%	\$145,515.82	6.35%	57.93%	\$278,641.73	8.79%	82.66%
MAY		0.00%	98.34%	\$436,037.69	29.68%	88.29%	\$787,362.62	34.34%	92.27%	\$549,872.46	17.34%	100.00%
JUN	\$15,090.57	1.66%	100.00%	\$171,996.03	11.71%	100.00%	\$177,319.04	7.73%	100.00%		0.00%	100.00%
TOTAL	\$909,613.79	100.00%		\$1,469,081.56	100.00%		\$2,293,035.19	100.00%		\$3,170,807.92	100.00%	

Board Reference Material

SUBJECT TITLE: SISC GASB 45 Trust Investment Report

REQUESTED ACTION: None (report)

Action _____

Discussion/Information X

BACKGROUND INFORMATION:

Attached for review is the most recent GASB 45 Investment Trust Report from Self Insured Schools of California (SISC), our GASB 45 Trust Administrator. It reflects the current balance of funds invested in the Trust, and the return on that investment.

The SISC GASB 45 Trust was established by the Board as a means of meeting its future Other Post Employment Benefits (OPEB) liability and represents the District's commitment to that financial responsibility. The Trust is actively managed and invested in public capital markets to seek a higher rate of return than the District could obtain through the county treasury. For the quarter ended 03/31/18 the Trust earned -0.37%.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This action supports Board goal #10: To maintain sufficient reserves to insure fiscal stability in the budget year and for the next two projected fiscal years.

ALTERNATIVES/IDENTIFIED OPPOSITION:

The Board could pay for all the future liabilities as they occurred, using current revenues available at that time. By establishing the Trust, the District's ability to meet its future liabilities and its credit rating in the financial markets is greatly improved.

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

The Trust investment provides a reserve established to meet expected future post-employment retirement obligations. The amount in the trust will be used exclusively for that purpose.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services
Date: July 12, 2018



May 14, 2018

TO: SISC GASB 45 Trust Participating Employers

FROM: Kim A Sloan, CPA, Chief Financial Officer
Self-Insured Schools of California

SUBJ: SISC GASB 45
Statement for Quarter Ending March 31, 2018

Your statement for the quarter ending **March 31, 2018** is now available on the SISC website. The statements provide information about your district's transaction activity and investment performance. A summary of the quarterly return is provided below. The detailed asset allocation and investment report will be provided after review by our Board of Directors on May 17, 2018.

January – March 2018 Quarter

SISC GASB 45

-0.37%

Additional commentary provided by our investment manager, Fred Bayles, Graystone Consulting, is presented below:

After a solid performance in 2017, this year is starting off a bit volatile. Volatility it seems, is here to stay...but price matters.

We remain disciplined buyers of global equities despite the volatility as we believe the price you pay matters more today than in the past several years. If we pay a good price, we will establish a good entry point which will almost always ensure a good return over the long run. Pay too high a price, and your odds of success go down dramatically. Pricing today; in our view, is an opportunity and we are buying based on steep dips in the market.

Another thing to remember is that markets are going to remain more volatile than in the past few years. While it may feel a little crazy with the stock market bouncing around so much, the past several months are more normal than the past few years when market volatility was subdued. Our advice: don't chase high prices, be disciplined and patient and take advantage of volatility when it gives you lower prices.

We have been adding to our current asset allocation, keeping a solid fixed income allocation and adding more to non-correlating assets (assets that don't move in sync with the S&P 500) to smooth out the volatile nature of the current market environment. The fundamentals have not changed, the game plan is still the same, it's just the weather on the field is a bit stormy.

If you have any questions, please contact Nancy Russo at narusso@kern.org, or (661) 636-4654.

Mailing address: P.O. Box 1808, Bakersfield, CA 93303-1808 <http://www.kern.org/sisc/>
Street address: 2000 K Street, Bakersfield, CA 93301 (661) 636-4710

A Joint Powers Authority administered by the Kern County Superintendent of Schools Office, Mary C. Barlow, Superintendent

SISC OPEB Trust – Moderate Growth
2000 K Street – P.O. Box 1808
Bakersfield, CA 93303-1808

Statement for January 1, 2018 – March 31, 2018

Los Banos Unified School District
 Don Laursen
 1717 S. Eleventh Street
 Los Banos, CA 93635

Final

ACCOUNT SUMMARY

	Beginning Date	Ending Date	No. of Days Invested	No. of Days In Quarter	Amount Invested	Weighted Average
Beginning Account Value	1/01/2018	3/31/2018	90	90	\$4,585,803.67	\$4,585,803.67
Contributions	1/05/2018	3/31/2018	86	90	\$93,218.10	\$89,075.07
Distribution	1/08/2018	3/31/2018	83	90	(\$16,934.69)	(\$15,617.55)
Distribution	1/25/2018	3/31/2018	66	90	(\$49,332.40)	(\$36,177.09)
Contributions	1/29/2018	3/31/2018	62	90	\$9,885.81	\$6,810.22
Contributions	2/05/2018	3/31/2018	55	90	\$92,854.66	\$56,744.51
Distribution	2/08/2018	3/31/2018	52	90	(\$16,934.69)	(\$9,784.49)
SISC Admin Fee	2/14/2018	3/31/2018	46	90	(\$573.23)	(\$292.98)
Trustee Fees	2/14/2018	3/31/2018	46	90	(\$573.23)	(\$292.98)
Contributions	2/27/2018	3/31/2018	33	90	\$10,505.92	\$3,852.17
Distribution	2/27/2018	3/31/2018	33	90	(\$49,880.70)	(\$18,289.59)
Contributions	3/05/2018	3/31/2018	27	90	\$94,043.94	\$28,213.18
Distribution	3/08/2018	3/31/2018	24	90	(\$16,934.69)	(\$4,515.92)
Distribution	3/23/2018	3/31/2018	9	90	(\$48,103.10)	(\$4,810.31)
					<u>\$4,687,045.37</u>	<u>\$4,680,717.91</u>

Ending Account Value at 03-31-18 \$4,669,854.79

Amount Invested \$4,687,045.37

Return on Investment (\$) (\$17,190.58)

Weighted Average Balance \$4,680,717.91

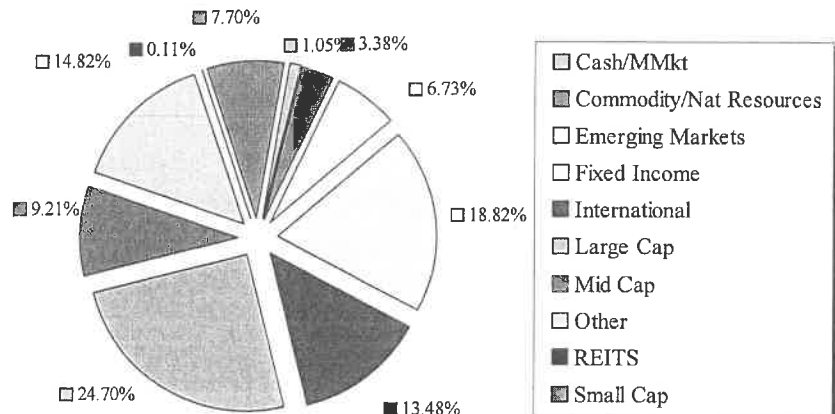
Quarterly Return on Investment: (0.37%)

TOTAL POOL

Ending Account Market Value: **\$217,157,903.43**

Investment Allocation

Cash/MMkt	1.05%
Fixed Income	18.82%
Large Cap	24.70%
Mid Cap	9.21%
Small Cap	7.70%
International	13.48%
Commodity/Nat Resource	3.38%
REITS	0.11%
Emerging Markets	6.73%
Other	14.82%
	100.00%



Your account performance was calculated using a weighted rate of return based on the level and timing of cash flows in and out of the Trust.

Board Reference Material

SUBJECT TITLE: **Mitigation Agreement Inflation Factor**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the 2018 inflation adjustment factor of an additional 4.17% to all appropriate fees outlined in all School Impact Mitigation Agreements and that the same inflation adjustment be applied to all future developer School Impact Mitigation Agreements.

BACKGROUND INFORMATION:

The District has School Impact Mitigation Agreements with developers. These agreements include and prescribe an annual inflation adjustment. The annual inflation adjustment is based on the greater increase of either the change in the index in the Engineering News Record or the change in the Class B Construction Cost Index maintained by the State Allocation Board (SAB).

The District utilizes the highest rate of school construction inflation as evidenced by the ENR data, or any data available from the SAB, which reflects their calculation of the relevant cost of construction inflation.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal #4: Create a comprehensive plan to pursue and utilize state, local and mitigation agreement revenue.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None known.

SPECIFIC FINANCIAL IMPACT:

The specific impact cannot be determined. The School Impact Mitigation Agreements use an annual inflation adjustment to allow fees collected to keep pace with school construction costs.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services
Date: June 11, 2018

**LOS BANOS UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2
ANNUAL SPECIAL TAXES FOR NEW DEVELOPMENT AND
MITIGATION AMOUNTS FOR MULTI-FAMILY RESIDENTIAL UNITS
CALENDAR YEAR 2018**

ANNUAL SPECIAL TAX RATES (for New Development)			
Calendar Year	Rate Prior Year	Annual Escalator ¹	Rate per Unit
2005	\$339.00	N/A	\$339.00
2006	\$339.00	4.62%	\$354.66
2007	\$354.66	6.62%	\$378.14
2008	\$378.14	3.19%	\$390.20
2009	\$390.20	7.05%	\$417.72
2010	\$417.72	-0.61%	\$415.18
2011	\$415.18	4.28%	\$432.95
2012	\$432.95	3.76%	\$449.23
2013	\$449.23	3.13%	\$463.29
2014	\$463.29	4.90%	\$486.01
2015	\$486.01	4.27%	\$506.77
2016	\$506.77	2.79%	\$520.91
2017	\$520.91	4.42%	\$543.93
2018	\$543.93	4.17%	\$566.62

¹ Annual Escalator for Special Tax Rate is the greater of the applicable percentage change calculated in steps I and II below.

APPLICABLE MULTI-FAMILY BASE FEE (Anderson Homes)			
Calendar Year	Fee Prior Year	Annual Escalator ¹	Rate per Sq. Foot
2005	\$4.11	2.07%	\$4.20
2006	\$4.20	4.62%	\$4.39
2007	\$4.39	6.62%	\$4.68
2008	\$4.68	3.19%	\$4.83
2009	\$4.83	7.05%	\$5.17
2010	\$5.17	-0.61%	\$5.14
2011	\$5.14	4.28%	\$5.36
2012	\$5.36	3.76%	\$5.56
2013	\$5.56	3.13%	\$5.73
2014	\$5.73	4.90%	\$6.01
2015	\$6.01	4.27%	\$6.27
2016	\$6.27	2.79%	\$6.44
2017	\$6.44	4.42%	\$6.73
2018	\$6.73	4.17%	\$7.01

¹ Annual Escalator for Multi-Family Base Fee is the greater of the applicable percentage change calculated in steps I and II below.

I. ENR Construction Cost Index (Dec)

Index Date	Calendar Year	Los Angeles		San Francisco		Average	
		CCI	% CHG	CCI	% CHG	CCI	% CHG
DEC 2003	2004	7,788.80	NA	7,557.96	NA	7,673.38	NA
DEC 2004	2005	8,192.14	5.18%	8,228.39	8.87%	8,210.27	7.00%
DEC 2005	2006	8,567.42	4.58%	8,462.45	2.84%	8,514.94	3.71%
DEC 2006	2007	8,878.97	3.64%	9,108.66	7.64%	8,993.82	5.62%
DEC 2007	2008	9,181.67	3.41%	9,131.81	0.25%	9,156.74	1.81%
DEC 2008	2009	9,823.19	6.99%	9,781.67	7.12%	9,802.43	7.05%
DEC 2009	2010	9,763.69	-0.61%	9,722.17	-0.61%	9,742.93	-0.61%
DEC 2010	2011	10,004.30	2.46%	10,120.29	4.09%	10,062.30	3.28%
DEC 2011	2012	10,088.80	0.84%	10,204.79	0.83%	10,146.80	0.84%
DEC 2012	2013	10,270.93	1.81%	10,355.09	1.47%	10,313.01	1.64%
DEC 2013	2014	10,738.68	4.55%	10,898.84	5.25%	10,818.76	4.90%
DEC 2014	2015	10,755.68	0.16%	10,915.84	0.16%	10,835.76	0.16%
DEC 2015	2016	11,117.28	3.36%	11,155.41	2.19%	11,136.35	2.77%
DEC 2016	2017	11,555.03	3.94%	11,609.44	4.07%	11,582.24	4.00%
DEC 2017	2018	11,935.82	3.30%	12,014.72	3.49%	11,975.27	3.39%

II. State of California Construction Cost Index

Calendar Year	Gov Code	Adoption Date
	65995 (b) SAB Adopted Index	
2005	12.07%	03/20/2005
2006	4.62%	01/25/2006
2007	6.62%	01/24/2007
2008	3.19%	01/30/2008
2009	6.00%	02/25/2009
2010	-6.74%	1/27/2010
2011	4.28%	1/26/2011
2012	3.76%	1/25/2012
2013	3.13%	1/23/2013
2014	1.74%	1/22/2014
2015	4.27%	4/15/2015
2016	2.79%	2/24/2016
2017	4.42%	1/25/2017
2018	4.17%	1/24/2018

Board Reference Material

SUBJECT TITLE: Paid Prep

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the following employees who have accepted a Paid Prep for the 2018-19 school year.

FALASCHI	SONIA	LBHS	AG PHYSICAL SCIENCE	\$122,185.00	\$20,364.17	\$1,697.01
FARIA	MANUEL	LBHS	MUSIC	\$107,347.00	\$17,891.17	\$1,626.47
HAMMARI	STEVEN	LBHS	CHEMISTRY	\$68,621.00	\$11,436.83	\$953.07
WEATHERS	SHELLY	LBHS	MATH	\$81,502.00	\$13,583.67	\$1,234.88

BACKGROUND INFORMATION:

Each year a list of employees who will serve the district in an extra instructional capacity will be brought to the board for approval.

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

ORIGINATOR: Tammie Calzadillas, Assistant Superintendent, Human Resource
Date: July 12, 2018

Board Reference Material

SUBJECT TITLE: Williams Quarterly Complaint Report Summary

REQUESTED ACTION: Approve

Action X Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the April – June 2018 complaint summary as submitted.

BACKGROUND INFORMATION:

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

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Compliance in Nature

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

None

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education
DATE: July 12, 2018

Quarterly Uniform Complaint Report Summary for Submission to Merced County Office of Education														
Quarter Covered by this Report		January to March		X April to June		July to September		October to December		2018				
Textbooks & Instructional Materials: Enter zero in any cell that does not apply.				Facilities:				Teacher Vacancy & Misassignment				Totals		
# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved	# of complaints received in quarter	# of complaints resolved	# of complaints unresolved
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submitted by:		Paula Mastrangelo												
Title:		Assistant Superintendent Elementary												
School District:		Los Banos Unified												
Telephone:		209-826-3801 ext. 7007												
PLEASE RETURN VIA E-MAIL NO LATER THAN August 1, 2018, TO: Diana Chavez - Merced County Office of Education - dchavez@mcoe.org														

Board Reference Material

SUBJECT TITLE: New Courses: French 4 & Portuguese 4 (Second Reading)

REQUESTED ACTION: Declare Intent to Adopt

Action X

Discussion/Information

RECOMMENDATION

It is recommended the Board adopt the Foreign Language courses *French 4 & Portuguese* for the District.

BACKGROUND INFORMATION:

-----This course will be for approval for French 4 and Portuguese 4 to be added to A-G.-----

The District Secondary Curriculum Council, at its May 10th, 2018 meeting reviewed and approved the courses.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

There is no identified opposition.

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

Instructional Materials; No cost to the district

ORIGINATOR: Paul J. Enos, Asst. Superintendent – Secondary Education

DATE: July 12, 2018

Board Reference Material

SUBJECT TITLE: New Course: Creative Writing (Second Reading)

REQUESTED ACTION: Adopt

Action X

Discussion/Information

RECOMMENDATION

It is recommended the Board adopt the elective course *Creative Writing* for the District.

BACKGROUND INFORMATION:

Creative Writing will serve as a much-needed academic elective for juniors and seniors. CCSS explicitly defines the amount of informational text students should be exposed to across the curriculum at each grade level—with the percentage of informational text increasingly steadily from 50% in elementary grades to 70% by graduation. This means students have many opportunities to become advanced at reading and writing arguments and explanatory texts but have little opportunity to read poetry, fiction, and plays much less develop their own voice and style.

The District Secondary Curriculum Council, at its May 10th, 2018 meeting reviewed and approved the course.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

There is no identified opposition.

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

Instructional Materials; \$2,583.60 one time cost for books

ORIGINATOR: Paul J. Enos, Asst. Superintendent – Secondary Education

DATE: July 12, 2018

Board Reference Material

SUBJECT TITLE: New Course: Chamber Singers Honors (Second Reading)

REQUESTED ACTION: Adopt

Action X

Discussion/Information

RECOMMENDATION

It is recommended the Board adopt the music course *Chamber Singers Honors* for the District.

BACKGROUND INFORMATION:

The current name of this course is “Chamber Singers”. We are requesting the name change to Chamber Singers Honors and the designation to qualify for a 5-point GPS grading scale because the course involves performance preparation of college level choral repertoire and the study of music theory, music history, and multiple languages in correlation with its preparation.

The District Secondary Curriculum Council, at its May 10th, 2018 meeting reviewed and approved the course.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

There is no identified opposition.

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

Instructional Materials; Up to a \$1,000.00 a year for sheet music, depending on class size and consumable Master Theory books at \$4.95 per book, depending on class size.

ORIGINATOR: Paul J. Enos, Asst. Superintendent – Secondary Education

DATE: July 12, 2018

Board Reference Material

SUBJECT TITLE: New Course: Honors Chemistry (Second Reading)

REQUESTED ACTION: Adopt

 Action X

 Discussion/Information _____

RECOMMENDATION

It is recommended the Board adopt the science course *Honors Chemistry* for the District.

BACKGROUND INFORMATION:

Traditional chemistry has become obsolete with the national science standards. In the best interests of our student population a new college prep chemistry will move more of our student population towards the a-g requirements making them better prepared for college. A new course is also required to better prepare students to meet the requirements of a AP Chemistry course.

The District Secondary Curriculum Council, at its May 11th, 2017 meeting reviewed and approved the course.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

There is no identified opposition.

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

Instructional Materials; \$ 0, sites already have books.

ORIGINATOR: Paul J. Enos, Asst. Superintendent – Secondary Education
DATE: July 12, 2018

Board Reference Material

SUBJECT TITLE: **2018 – 2019 Consolidated Application for Funding**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the 2018-2019 Consolidated Application for Funding selections.

BACKGROUND INFORMATION:

Annually the Los Banos Unified School District applies for supplemental State and Federal funding through the Consolidated Application. The LEA is required to review and receive approval of the Application for Funding selections with the local governing board.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal #7: Maintain sufficient reserves to insure fiscal stability in the budget year and for the next two projected fiscal years.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT:

The District, by not applying, would lose supplemental State and Federal funds for the 2018-2019 school year.

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent Elementary Education
DATE: July 12, 2018

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Los Banos Unified (24 65755 0000000)

[Home](#)
[Data Entry Forms](#)
[Certification Preview](#)
[Certify Data](#)
[Reports](#)
[Users](#)
[Contacts](#)
[FAQs](#)
[Data Entry Instructions](#)

2018-19 Application for Funding

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

* Title I, Part A (Basic Grant):
ESSA Sec. 1111 et seq.
SACS 3010

☐ No ☒ Yes

* Title II, Part A (Supporting Effective Instruction):
ESEA Sec. 2104
SACS 4035

☐ No ☒ Yes

* Title III English Learner:
ESEA Sec. 3102
SACS 4203

☐ No ☒ Yes

* Title III Immigrant:
ESEA Sec. 3102
SACS 4201

☒ No ☐ Yes

Title V, Part B Subpart 2 Rural and Low-Income Grant:
ESSA Sec. 5221 SACS 4126

☐ No ☒ Yes

* Title IV, Part A (Student Support):
ESSA Sec. 1112(b)
SACS 4127

☐ No ☒ Yes

Last Saved: Paula Mastrangelo (mastrangelop), 6/28/2018 9:05 AM, Certified

[\[Save\]](#) [\[Return to List\]](#)

Education Data Office | ConApp@cde.ca.gov | 916-319-0297
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)

Board Reference Material

SUBJECT TITLE: **2018-19 Annual Adoption of Common Core State Standards**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the Common Core State Standards (CCSS) as adopted by the California Department of Education (CDE) for the 2018-19 school year.

BACKGROUND INFORMATION:

Educational standards describe what students should know and be able to do in each subject in each grade. In California, the State Board of Education decides on the standards for all students, from kindergarten through high school.

Since 2010, a number of states across the nation have adopted the same standards for English and math. These standards are called the Common Core State Standards (CCSS). Having the same standards helps all students get a high-quality education, even if they change schools or move to a different state. Teachers, parents, and education experts designed the standards to prepare students for success in college and the workplace. LBUSD teachers have written our own Units of Instruction that reflect the CCSS and have been teaching these units since the beginning of the 2013-14 school year.

This is an extensive document and is available on the following website: www.cde.ca.gov/re/cc

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This action supports Board Goals #1 Promote educational success for all students..., #2 ...ready to enter a four-year university...ready to enter technical school or workforce, and #3 Create and sustain inspirational learning environments...

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

There is no cost for this action.

ORIGINATOR: Paul Enos and Paula Mastrangelo, Assistant Superintendents

Date: July 12, 2018

Board Reference Material

SUBJECT TITLE: **Career Technical Education Incentive Grant**
For Los Banos High School and Pacheco High School

REQUESTED ACTION: Approve

Action X Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the Career Technical Education Incentive Grant applications for funding.

BACKGROUND INFORMATION:

The California Career Technical Education Incentive Grant (CTEIG) program is hereby established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage the development of new career technical education (CTE) programs and enhance and maintain current CTE programs during implementation of the school district and charter school local control funding formula (LCFF) pursuant to California Education Code (EC) Section 42238.02.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

N/A

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (including impact on school facilities):

PHS: \$38,216.00

LBHS: \$38,512.00

ORIGINATOR: Paul J. Enos, Assistant Superintendent – Secondary Education
Date: July 12, 2018

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018 - 19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

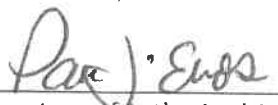
Pacheco High School
School Site

Los Banos Unified School District
District


Please include the following items with your application:

- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


Signature of Authorized Agent

Asst. Superintendent
Authorized Agent Title


Signature of Agriculture Teacher
Responsible for the Program


Signature of Principal

Contact Phone Number: 209-872-4549

Date of Local Agency Board Approval: _____

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA,
PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☒ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES,
PLEASE COMPLETE A **VARIANCE REQUEST FORM** FOR EACH
AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING
THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

Award Estimator

DATES OF PROJECT DURATION: JULY 1, 2018 TO JUNE 30, 2019

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	5
Total Number of Students from the prior fiscal year R-2 Report:	402
Number of teachers meeting Criterion 10 (see instructions for more information):	5
Number of teachers meeting Criterion 11a (see instructions for more information):	5
Number of teachers meeting Criterion 11b (see instructions for more information):	5
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	N

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:	\$ 5,000.00
Part 2: Based on \$8.00 per member listed on the R-2 Report:	\$ 3,216.00
Part 3a: Based on number of teachers meeting Criterion 10:	\$ 10,000.00
Part 3b: Based on number of teachers meeting Criterion 11a:	\$ 10,000.00
Part 3c: Based on number of teachers meeting Criterion 11b:	\$ 10,000.00
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	\$ 0.00
 Total Estimated Award:	 \$ 38,216.00

California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE
 GRANT 2018 - 19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Please allocate the estimated award from the Award Estimator Sheet, as well as matching funds for each Account Number (4000, 5000, and 6000):

Amount left to Allocate: \$ 0.00

Acct No.	Classification		Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
4000	Books & Supplies		Supplies and Materials	\$ 30,716.00	\$ 30,716.00
			Subtotal for 4000	\$ 30,716.00	\$ 30,716.00
5000	Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation	1.	Rentals and Leases	\$ 500.00	\$ 500.00
		2.	Fuel	\$ 1,500.00	\$ 1,500.00
		3.	Repairs	\$ 1,500.00	\$ 1,500.00
		4.	Field Trips	\$ 500.00	\$ 500.00
		5.	Conference	\$ 500.00	\$ 500.00
		6.			
		7.			
		8.			
		9.			
		10.			
			Subtotal for 5000	\$ 4,500.00	\$ 4,500.00
6000	Capital Outlay, including sites, buildings, improvement of buildings, and equipment	1.	Tractor	\$ 3,000.00	\$ 3,000.00
		2.			
		3.			
		4.			
		5.			
			Subtotal for 6000	\$ 3,000.00	\$ 3,000.00
Total Allocated Funds				\$ 38,216.00	\$ 38,216.00

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018–19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Los Banos High School

School Site

Los Banos Unified School District

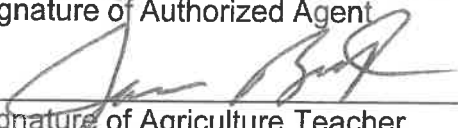
District

Please include the following items with your application:

- ☒ Eligibility Determination Sheet
- ☒ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

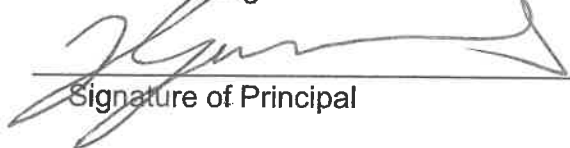
Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


Signature of Authorized Agent


Signature of Agriculture Teacher
Responsible for the Program

Assistant superintendent

Authorized Agent Title


Signature of Principal

Contact Phone Number: (209) 826-6033

Date of Local Agency Board Approval: _____

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☒ Yes ☐ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A **VARIANCE REQUEST FORM** FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE, **AND** YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
 2018–19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Award Estimator

DATES OF PROJECT DURATION: JULY 1, 2018 TO JUNE 30, 2019

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	<u>6</u>
Total Number of Students from the prior fiscal year R-2 Report:	<u>439</u>
Number of teachers meeting Criterion 10 (see instructions for more information):	<u>5</u>
Number of teachers meeting Criterion 11a (see instructions for more information):	<u>5</u>
Number of teachers meeting Criterion 11b (see instructions for more information):	<u>5</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of Agriculture teachers' names):	<u>\$ 5,000.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 3,512.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 10,000.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 10,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 10,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
Total Estimated Award:	<u>\$ 38,512.00</u>

California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
 2018–19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	supplies	\$ 27,812.00	\$ 27,812.00
	Subtotal for 4000	\$ 27,812.00	\$ 27,812.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Repair and maintenance	\$ 4,000.00	\$ 4,000.00
2.	School Farm Garbage	\$ 800.00	\$ 800.00
3.	School Farm Electric	\$ 900.00	\$ 900.00
4.	Travel and Conference	\$ 1,500.00	\$ 1,500.00
5.	Fuel	\$ 2,500.00	\$ 2,500.00
6.	Transportation	\$ 1,000.00	\$ 1,000.00
7.			
8.			
9.			
10.			
	Subtotal for 5000	\$ 10,700.00	\$ 10,700.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
	Subtotal for 6000	\$ 0.00	\$ 0.00

Total Allocated Funds:

\$ 38,512.00

\$ 38,512.00

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

Los Banos High School

School Site

Los Banos Unified School District

District

1. Standard and criterion for which variance is requested:

Standard Number: 2

Criterion Number: D

2. Reasons why the criterion is not being met at this time (use additional pages if needed):
All students must have a separate grade for Leadership as well as SAE.

3. Steps to be taken in order to meet this criterion (use additional pages if needed):
All students will be enrolled in a FFA class. Each student will be graded on FFA participation in that class. Grades will be included in the grade book for each semester.

JASON BRETZ

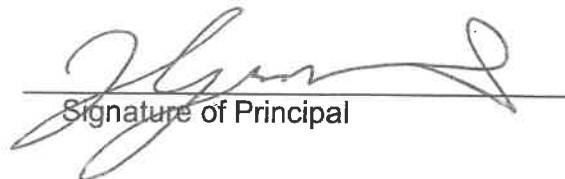
Name of Agriculture Teacher
Responsible for the Program



Signature of Agriculture
Teacher Responsible for the Program

VELI GURGEV

Name of Principal



Signature of Principal

Name of Regional Supervisor

Signature of Regional Supervisor

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018–19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

Los Banos High School

School Site

Los Banos Unified School District

District

1. Standard and criterion for which variance is requested:

Standard Number: 3

Criterion Number: 3

2. Reasons why the criterion is not being met at this time (use additional pages if needed):
All students must have a separate grade for Leadership as well as SAE.

3. Steps to be taken in order to meet this criterion (use additional pages if needed):
All students are to partake in a SAE project(s) during the school year. Recod keeping of this project is a graded part of the students final grade for each semester. The AET record keeping system will be used in the process for all students.

JASON BRETZ

Name of Agriculture Teacher
Responsible for the Program

VELI GURGEN

Name of Principal

Jan Bar

Signature of Agriculture
Teacher Responsible for the Program

Signature of Principal

Signature of Principal

Name of Regional Supervisor

Signature of Regional Supervisor

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

Los Banos High School

School Site

Los Banos Unified School District

District

1. Standard and criterion for which variance is requested:

Standard Number: 11

Criterion Number: B

2. Reasons why the criterion is not being met at this time (use additional pages if needed):

All teachers must have a project period and a prep period. Currently the ag department has the need to sell two prep periods to accomodate students into our program. This is to allow for growth of the department as well.

3. Steps to be taken in order to meet this criterion (use additional pages if needed):

Los banos High School is taking steps toward hiring a sixth full time agriculture teacher for the 2019-2020 school year. We currently are having a teacher on campus with the proper credentials teach two classes for the department to help keep students in the program and to also help to continue to be able to accomodate more students as the school and the department grow.

JASON BRETZ

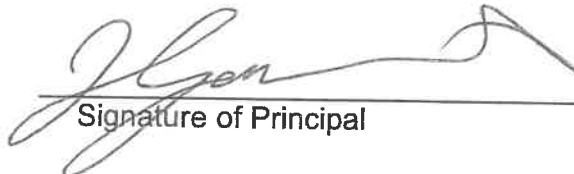
Name of Agriculture Teacher
Responsible for the Program



Signature of Agriculture
Teacher Responsible for the Program

VELI GURGEN

Name of Principal



Signature of Principal

Name of Regional Supervisor

Signature of Regional Supervisor

Los Banos High School Ag Teachers

Larry Borelli

Jason Bretz

Sonia Falaschi

Rod Hill

Stuart McCullough

Jon Betchart.

Board Reference Material

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

REQUESTED ACTION: Approve

Action X

Discussion/Information

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 Los Banos Elementary School.

BACKGROUND INFORMATION:

Los Banos Elementary School's 6th grade class plans to attend Jack L. Boyd Outdoor School from March 12 – March 15, 2019. The District must have an agreement in place with MCOE prior to attendance. The agreement must be with the District, not the booster group.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Renee Leonard, Los Banos Elementary School Principal
Date: July 12, 2018

**AGREEMENT BETWEEN MERCED COUNTY OFFICE
OF EDUCATION AND LOS BANOS UNIFIED SCHOOL DISTRICT
(Los Banos Elementary) FOR USE OF CAMP GREEN MEADOWS
OUTDOOR SCHOOL COMMENCING
March 12, 2019 AND ENDING March 15, 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 March 12, 2019 at 11:00 a.m. and ending March 15, 2019 at 11:30 a.m. Los Banos Elementary will be sharing facilities at Camp Green Meadows Outdoor School with King Elementary 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 80 students for a total of \$16,480.00. **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 \$824.00 (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 \$15,656.00 (the balance of the total contract price of \$16,480.00 less the deposit of \$824.00) 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
		0304	04300	00	1100	1000	030	030	000	000

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: Renee Leonard
Title: Principal
Phone: (209) 826-4981
Cell Phone: (209) 587-5920

CONTACT 2:

Name: Danyelle Gonzalez
Title: Assistant Principal
Phone: (209) 826-4981
Cell Phone: (209) 996-9227

**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 th Street Los Banos, CA 93635 ATTN: Dr. Mark Marshall, Superintendent
-----------	---

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

5.5 Counterparts.

This Agreement may be executed in duplicate counterparts.

5.6 Severability.

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

5.7 Prevailing Party Fees.

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

5.8 Third-Party Beneficiaries.

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

5.9 No Partnership or Joint Venture.

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

5.10 Waiver.

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

5.11 Binding Effect.

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

5.12 Captions.

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

5.13 Further Assurances.

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

5.14 Mediation.

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

5.15 Authority.

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

5.16 Provisions Required by Law Deemed Inserted.

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

5.17 Ambiguities Not to be Construed Against Drafting Party.

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

5.18 Governing Law.

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

5.19 Entire Agreement.

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

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

MERCED COUNTY OFFICE OF EDUCATION LOS BANOS UNIFIED SCHOOL
DISTRICT

By: John Hynes
Title: Assistant Superintendent

By: Paul C. [Signature]
Title: Principal

RETURN ADDRESS:

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

Board Reference Material

SUBJECT TITLE: **Imagine Learning, Digital Reading Program**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the purchasing of Imagine Learning for English Learners (EL) instruction in grades K-6 at the eight elementary sites. Secondary sites will have access to the program as well.

BACKGROUND INFORMATION:

Imagine Learning is a web-based language and literacy program that builds core reading and academic language skills with a research-based curriculum. It is a differentiated, standards-aligned, rigorous, and effective program. EL students will receive explicit, targeted instruction with an individualized learning path that continually adjusts to their needs. The many fun-challenging and engaging activities teach critical language and literacy concepts such as reading and listening comprehension, basic vocabulary, academic language, grammar, phonological awareness, phonics, and fluency.

All schools will be receiving site licenses that will promote flexibility of use on all campuses.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports Board Goal #1: Promote the educational success of all students by closing the achievement gap between groups of students by using best practices to attain proficiency or better by all students in reading and mathematics.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

Imagine Learning year one of three year contract at a cost of \$202,512.00 each year, and will be paid from LCFF S/C funds.

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education
Date: July 12, 2018



PURCHASE CONTRACT

May 21, 2018

This purchase contract documents a purchase of educational software by Los Banos Unified School District in the state of California from Imagine Learning, Inc.

In consideration of payments made by Los Banos Unified School District, Imagine Learning is providing educational software that is uniquely suited to meet the instructional needs of Los Banos Unified School District's students and is available only from Imagine Learning, Inc.

This contract includes the purchase of the following software:

Product	License Type	Quantity	Duration (Years)
Imagine Language & Literacy	Student License	13	3
Premier Plus Success Level	NA	13	3

The total purchase price is \$607,536.00. The payments for this amount are as follows:

Payment	Amount Due	PO Deadline	Payment Deadline
Payment 1	\$202,512.00	August 31, 2018	September 30, 2018
Payment 2	\$202,512.00	August 31, 2019	September 30, 2019
Payment 3	\$202,512.00	August 31, 2020	September 30, 2020

The quote number for this purchase order is QT53548. The term for these licenses is from August 1, 2018, until July 31, 2021.

Based on this purchase of licenses and receipt of all payments specified above, the details of the purchase shall include the following:

1. **Implementation and Training Services.** This purchase includes implementation and virtual training services. Any additional onsite training or professional development will be noted on the quote.
2. **Support and Upgrades.** As part of the license purchase, Imagine Learning will provide support services and software upgrades to Los Banos Unified School District.
 - a. Imagine Learning support is available by telephone at 1-866-ILSUPPORT (1-866-457-8776) Monday through Friday, 6:00 a.m.–6:00 p.m. MST.
 - b. Calls to Imagine Learning support by teachers, administrators, technicians, etc., are answered by a live support agent and handled immediately.

- c. Other communications to the support team, including emails and after-hour messages, are answered within one business day.
- d. Support services and upgrades are included at no additional charge for the duration of the contract's license term.
- e. Imagine Learning will provide updates to the software on a regular basis; the district will be notified regularly by Imagine Learning of new content and will receive newly developed content when available during the term of the licenses.

3. Usage. With this purchase, Los Banos Unified School District agrees to implement and use the program(s) with fidelity. Below is recommended minimum usage:

Product	Grade	Session Length	Number of Sessions per Week
Imagine Language & Literacy	Pre-K-K	15 minutes	Struggling readers: 3 Students on or above grade level: 2
	1-2	20 minutes	
	3+	25-30 minutes	
Imagine Español	Pre-K-1	15-20 minutes	All students: 3
Imagine Math Facts	All	30 minutes	All students: 1
Imagine Math	All	30-45 minutes	All students: 2+

This purchase is a one-time offer provided the following conditions are met:

- A signed contract is received on or before June 22, 2018.
- A purchase order is received on or before August 31, 2018.

ACCEPTED AND AGREED:

Los Banos Unified School District

Imagine Learning, Inc.

By: _____

By: _____

Print Name: _____

Print Name: Curtis B. Hill

Title: _____

Title: CFO

Date: _____

Date: _____



Proposal

Quote Number	QT53548
Quote Date	5/21/2018
Valid Until	7/31/2018
Partnership Manager	Jason Arias

Bill To

Los Banos Unified School Dis...
1717 S 11th St
Los Banos CA 93635

Ship To

Los Banos Unified School Dis...
1717 S 11th St
Los Banos CA 93635

Any questions about this proposal may be directed to your Area Partnership Manager, Jason Arias, at (530) 354-5613 or jason.arias@imaginelearning.com.

Quantity	Description	Unit Price	Ext. Price
	YEAR 1 OF 3-YEAR CONTRACT		
8	<p>Imagine Language & Literacy Site License with Premier Plus (Year 1) All students enrolled have an Imagine Language & Literacy license for one year from date of purchase. A Premier Plus Success Level includes:</p> <ul style="list-style-type: none"> - Access to online getting started videos for initial teacher training - Access to live online training (see website for current schedule) - Custom on-site workshops (training, planning, data, modeling, etc). Up to 5 per year - Priority one response times for technical phone support - Designated local customer success manager to help navigate planning, teacher modeling and coaching, and implementation best practices - Option for district LMS integration <p>List of Schools:</p> <ul style="list-style-type: none"> - Charleston Elementary School - Henry Miller Elementary School - Lorena Falasco Elementary School - Los Banos Elementary School - R M Miano Elementary School - Volta Elementary School - Westside Union Elementary School - Mercey Springs Elementary School 	40,000.00	320,000.00
5	<p>Imagine Language & Literacy Site License with Premier Plus (Year 1) All students enrolled have an Imagine Language & Literacy license for one year from date of purchase. A Premier Plus Success Level includes:</p> <ul style="list-style-type: none"> - Access to online getting started videos for initial teacher training - Access to live online training (see website for current schedule) - Custom on-site workshops (training, planning, data, modeling, etc). Up to 5 per year - Priority one response times for technical phone support - Designated local customer success manager to help navigate planning, teacher modeling and coaching, and implementation best practices - Option for district LMS integration <p>List of Schools:</p> <ul style="list-style-type: none"> - Creekside Junior High School - Los Banos Junior High - Los Banos High School - Pacheco High School - San Luis High School 	40,000.00	200,000.00

Include the Quote Number (top right) on all Purchase Orders. Please fax, email, or mail to:

Fax: 866-507-9270
Email: PO@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle Suite 100
Provo UT 84604

This proposal is provided as a courtesy to you, our customer. Any taxes, duties, and fees are estimates only and are provided for planning purposes. Actual amounts will be invoiced. For information about Imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email privacy@imaginelearning.com.



Proposal

Quote Number

QT53548

Quote Date

5/21/2018

Quantity	Description	Unit Price	Ext. Price
	Subtotal		520,000.00
	Preferred Customer Discounts:		-317,488.00
	- Free Secondary Site Licenses for District Wide Purchase: -\$200,000.00		
	- Special 2018 Pricing for Los Banos USD : - \$117,488.00		
	3-YEAR CONTRACT SUMMARY		
	Total Value: \$1,560,000.00		
	Purchase Price: \$607,536.00		
	Payment Schedule:		
	Year 1: \$202,512.00		
	Year 2: \$202,512.00		
	Year 3: \$202,512.00		

Total: \$202,512.00

Imagine Learning, Inc.
382 W. Park Circle Suite 100
Provo UT 84604

Board Reference Material

SUBJECT TITLE: **2018 MCOE Lease Agreement for PHS Culinary Arts Classroom**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the attached lease agreement with Merced County Office of Education for the use of the PHS Culinary Arts classroom for 2018 extended year services.

BACKGROUND INFORMATION:

Merced County Office of Education has requested the use of the PHS Culinary Arts room to provide extended year services to Special Education students for 4 weeks commencing on June 11, 2018 and ending on July 6, 2018. MCOE has contracted with the PHS Culinary Arts Instructor to teach the course and monitor the use of the classroom.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

As part of the District's LCAP goals we are always looking at ways to contract with other agencies to provide enriching extended year learning opportunities for our students.

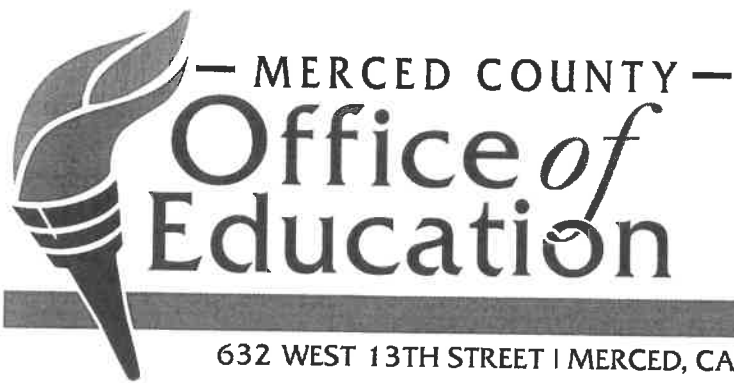
ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

There is no cost to the District other than the use summer school custodial services during the 4 week session.

ORIGINATOR: Paul J Enos, Assistant Superintendent
Date: July 12, 2018



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

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

June 8, 2018

Mark E. Marshall, Ed.D.
Los Banos Unified School District
1717 S. 11th Street
Los Banos, CA 93635

Dear Dr. Marshall,

Attached please find two copies of the Facility Lease Agreement for use of the following sites during the 17-18 extended school year:

Pacheco High – culinary classroom

If the contracts meet with your approval, please sign both copies of each and return one set to my attention. Please retain the other set for your files.

If you have any questions or concerns, please do not hesitate to contact me at (209) 381-6712.

Sincerely,

Katherine Weimer
Business Services Manager
Special Education Department



— MERCED COUNTY —
**Office of
Education**

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

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

CONTRACT AGREEMENT

between

MERCED COUNTY OFFICE OF EDUCATION

and

LOS BANOS UNIFIED SCHOOL DISTRICT

for

PACHECO HIGH SCHOOL CULINARY ARTS CLASSROOM

This Facility Lease (hereinafter "Lease") is made effective June 11, 2018, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. **LEASE OF PREMISES:** MCOE leases from District, and District leases to MCOE, the real property, including the facilities thereon, located at Pacheco High School, Culinary Arts classroom, 200 Ward Road, Los Banos, California ("the premises").
2. **TERM:** The term of this Lease shall commence on June 11, 2018, and continue until July 6, 2018.
3. **TERMINATION OF LEASE:** It is understood that this Lease shall be terminated by any of the following events:
 - (a) By expiration of the Lease; or
 - (b) By mutual agreement of both parties; or
 - (c) By MCOE immediately in the case of destruction as provided for in section 12 of this Lease; or
 - (d) By District upon default by MCOE as provided for in section 14 of this Lease if District elects termination as a remedy.
4. **RENTAL:** Except as set forth in section 6 of this Lease no payments or rents are due under this Lease.
5. **USE OF PREMISES:** MCOE shall use the premises for the purpose of providing extended school year culinary arts instruction to MCOE students with severe disabilities.
6. **MAINTENANCE AND REPAIRS:** District at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by District as deemed necessary.

District shall have 30 days after notice from MCOE to commence to perform its obligations under this section, except that District shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If District does not perform its obligations within the time limitations in this paragraph, MCOE can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of the District's obligations.

District at its cost shall perform, or cause to be performed, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.)

MCOE at its cost shall perform, or cause to be performed, custodial services that includes, cleaning classroom surfaces and instructional equipment.

7. ALTERATIONS: MCOE shall not make any structural or exterior alterations to the premises without District's consent. MCOE at its cost shall have the right to make, without District's consent, nonstructural alterations to the interior of the premises, which MCOE may require in order to conduct its operations on the premises.

8. MECHANICS' LIENS / STOP NOTICES: MCOE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. MCOE shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for MCOE. MCOE shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by District, MCOE procures and records a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: District shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

10. HOLD HARMLESS: MCOE agrees to indemnify, defend, and hold harmless District from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of MCOE, its officers, boards, agents, employees, servants or invitees, in performance of its obligations under this Lease or in connection with the use or occupancy of the premises which District may sustain because of bodily injury, including death, sustained by any person or persons, including employees of MCOE, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of District, whether active or passive, its or their officers, boards, agents, employees, or other persons.

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 performance of its obligations under this Lease or in connection with the use or occupancy of the premises 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, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of MCOE, whether active or passive, it's or their officers, boards, agents, employees, or other persons

11. LIABILITY INSURANCE: MCOE shall secure and maintain in force such insurance as will protect it from claims under the State Workers' Compensation Acts, and from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with performance of its obligations under the Lease or in connection with the use or occupancy of the premises. Such insurance shall at a minimum be in the amount of One Million Dollars \$1,000,000.00 per occurrence combined single limit. District shall be named an additional insured on such policies.

District shall secure and maintain in force such insurance as will protect it from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with the performance of its obligations under the Lease or in connection with its ownership of premises and activities related thereto. Such insurance shall at a minimum be in the amount of \$1,000,000.00 per occurrence combined single limit. MCOE shall be named an additional insured on such policy.

12. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, so as to cause substantial interference with MCOE's use of the premises, MCOE can terminate this Lease immediately by giving notice to District.

13. ASSIGNMENT: MCOE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except MCOE's authorized representatives) to occupy or use all or part of the premises, without first obtaining District's consent. Any assignment, encumbrance, or sublease without District's consent shall be voidable and, at District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

14. DEFAULT: The occurrence of any of the following shall constitute a default by MCOE:

- (a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to MCOE;
- (b) Abandonment and vacation of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacation);
- (c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to MCOE. If the default cannot reasonably be cured within thirty (30) days, MCOE shall not be in default of this Lease if MCOE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this section shall specify the alleged default and the applicable lease provision, and shall demand that MCOE perform the provisions of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless District so elects in the notice.

15. SURRENDER OF PREMISES: On the last day of the term, or sooner termination of this Lease, MCOE will peacefully and quietly leave and surrender to District the premises with their appurtenances and fixtures in as good order, condition and repair as when accepted, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by the act of God, or by circumstances over which MCOE has no control excepted. MCOE shall also deliver to District all keys to

the premises, and leave a forwarding address for MCOE. MCOE shall be responsible for any damages that District may sustain from MCOE's failure to vacate the premises as agreed.

16. **INSPECTION:** District reserves the right to enter the premises by prior appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.

17. **DAMAGES:** If MCOE breaches this Lease and abandons the property before the end of the term, or if MCOE's right to possession is terminated by District because of a breach of the Lease, then in either such case, District may recover from MCOE all damages suffered by District as a result of MCOE's failure to perform its obligations hereunder. If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees to be paid by the losing party, as shall be fixed by the court.

18. **NOTICE:** Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

19. **MISCELLANEOUS:** Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION



Susan Coston, Assistant Superintendent
Special Education Department

6/19/18

Date

LOS BANOS UNIFIED SCHOOL DISTRICT

Mark E. Marshall, Ed.D., Superintendent

Date

CONTRACT AGREEMENT
between
MERCED COUNTY OFFICE OF EDUCATION
and
LOS BANOS UNIFIED SCHOOL DISTRICT
for

PACHECO HIGH SCHOOL CULINARY ARTS CLASSROOM

This Facility Lease (hereinafter "Lease") is made effective June 11, 2018, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. **LEASE OF PREMISES:** MCOE leases from District, and District leases to MCOE, the real property, including the facilities thereon, located at Pacheco High School, Culinary Arts classroom, 200 Ward Road, Los Banos, California ("the premises").
2. **TERM:** The term of this Lease shall commence on June 11, 2018, and continue until July 6, 2018.
3. **TERMINATION OF LEASE:** It is understood that this Lease shall be terminated by any of the following events:
 - (a) By expiration of the Lease; or
 - (b) By mutual agreement of both parties; or
 - (c) By MCOE immediately in the case of destruction as provided for in section 12 of this Lease; or
 - (d) By District upon default by MCOE as provided for in section 14 of this Lease if District elects termination as a remedy.
4. **RENTAL:** Except as set forth in section 6 of this Lease no payments or rents are due under this Lease.
5. **USE OF PREMISES:** MCOE shall use the premises for the purpose of providing extended school year culinary arts instruction to MCOE students with severe disabilities.
6. **MAINTENANCE AND REPAIRS:** District at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by District as deemed necessary.

District shall have 30 days after notice from MCOE to commence to perform its obligations under this section, except that District shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If District does not perform its obligations within the time limitations in this paragraph, MCOE can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of the District's obligations.

District at its cost shall perform, or cause to be performed, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.)

MCOE at its cost shall perform, or cause to be performed, custodial services that includes, cleaning classroom surfaces and instructional equipment.

7. ALTERATIONS: MCOE shall not make any structural or exterior alterations to the premises without District's consent. MCOE at its cost shall have the right to make, without District's consent, nonstructural alterations to the interior of the premises, which MCOE may require in order to conduct its operations on the premises.

8. MECHANICS' LIENS / STOP NOTICES: MCOE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. MCOE shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for MCOE. MCOE shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by District, MCOE procures and records a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: District shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

10. HOLD HARMLESS: MCOE agrees to indemnify, defend, and hold harmless District from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of MCOE, its officers, boards, agents, employees, servants or invitees, in performance of its obligations under this Lease or in connection with the use or occupancy of the premises which District may sustain because of bodily injury, including death, sustained by any person or persons, including employees of MCOE, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of District, whether active or passive, its or their officers, boards, agents, employees, or other persons.

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 performance of its obligations under this Lease or in connection with the use or occupancy of the premises 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, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of MCOE, whether active or passive, its or their officers, boards, agents, employees, or other persons

11. LIABILITY INSURANCE: MCOE shall secure and maintain in force such insurance as will protect it from claims under the State Workers' Compensation Acts, and from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with performance of its obligations under the Lease or in connection with the use or occupancy of the premises. Such insurance shall at a minimum be in the amount of One Million Dollars \$1,000,000.00 per occurrence combined single limit. District shall be named an additional insured on such policies.

District shall secure and maintain in force such insurance as will protect it from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with the performance of its obligations under the Lease or in connection with its ownership of premises and activities related thereto. Such insurance shall at a minimum be in the amount of \$1,000,000.00 per occurrence combined single limit. MCOE shall be named an additional insured on such policy.

12. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, so as to cause substantial interference with MCOE's use of the premises, MCOE can terminate this Lease immediately by giving notice to District.

13. ASSIGNMENT: MCOE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except MCOE's authorized representatives) to occupy or use all or part of the premises, without first obtaining District's consent. Any assignment, encumbrance, or sublease without District's consent shall be voidable and, at District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

14. DEFAULT: The occurrence of any of the following shall constitute a default by MCOE:

- (a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to MCOE;
- (b) Abandonment and vacation of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacation);
- (c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to MCOE. If the default cannot reasonably be cured within thirty (30) days, MCOE shall not be in default of this Lease if MCOE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this section shall specify the alleged default and the applicable lease provision, and shall demand that MCOE perform the provisions of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless District so elects in the notice.

15. SURRENDER OF PREMISES: On the last day of the term, or sooner termination of this Lease, MCOE will peacefully and quietly leave and surrender to District the premises with their appurtenances and fixtures in as good order, condition and repair as when accepted, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by the act of God, or by circumstances over which MCOE has no control excepted. MCOE shall also deliver to District all keys to

the premises, and leave a forwarding address for MCOE. MCOE shall be responsible for any damages that District may sustain from MCOE's failure to vacate the premises as agreed.

16. INSPECTION: District reserves the right to enter the premises by prior appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.

17. DAMAGES: If MCOE breaches this Lease and abandons the property before the end of the term, or if MCOE's right to possession is terminated by District because of a breach of the Lease, then in either such case, District may recover from MCOE all damages suffered by District as a result of MCOE's failure to perform its obligations hereunder. If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees to be paid by the losing party, as shall be fixed by the court.

18. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

19. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION



Susan Coston, Assistant Superintendent
Special Education Department

6/19/18

Date

LOS BANOS UNIFIED SCHOOL DISTRICT

Mark E. Marshall, Ed.D., Superintendent

Date

Board Reference Material

SUBJECT TITLE: Lease Agreement, MCOE for Severely Disabled Student Classrooms

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the on-going agreement between the District and the Merced County Office of Education for facility use.

BACKGROUND INFORMATION:

Los Banos Unified School District leases classrooms at Mercey Springs Elementary, Volta Elementary, Lorena Falasco Elementary, Los Banos Junior High and Los Banos High School for severely disabled students served by Merced County Office of Education.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

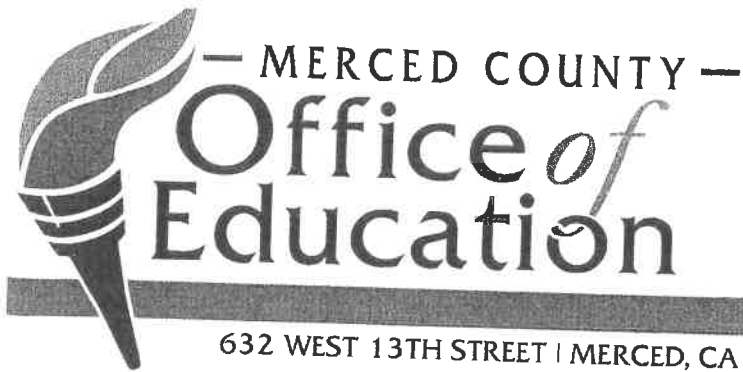
ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

The District will receive \$27, 640.00 annually for facility use.

ORIGINATOR: Mark Marshall, Superintendent
Date: July 12, 2018



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

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

CONTRACT AGREEMENT
between
MERCED COUNTY OFFICE OF EDUCATION
and
LOS BANOS UNIFIED SCHOOL DISTRICT
for
LOS BANOS HIGH SCHOOL, LOS BANOS JR. HIGH, MERCY SPRINGS SCHOOL,
and VOLTA ELEMENTARY SCHOOL FACILITIES

This Facility Lease (hereinafter "Lease") is made effective July 1, 2018, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. **LEASE OF PREMISES:** District leases to MCOE, and MCOE leases from District, the real property, including the facilities thereon, located at Los Banos High School Room 523 and Room 524, 1966 11th Street, Los Banos, Los Banos Jr. High School Room B101, 1750 San Luis St, Los Banos, Mercy Springs Elementary School, Preschool Building, 1900 Mercy Springs Rd, Los Banos, and Volta Elementary School Room 2 (the premises").
2. **TERM:** The term of this Lease shall commence on July 1, 2018, and continue until June 30, 2019.
3. **TERMINATION OF LEASE:** It is understood that this Lease shall be terminated by any of the following events:
 - (a) By expiration of the Lease following notification of nonrenewal as provided in section 2 of this Lease; or
 - (b) By mutual agreement of both parties; or
 - (c) By the MCOE immediately in the case of destruction as provided for in section 12 of this Lease; or
 - (d) By District upon default by MCOE as provided for in section 14 of this Lease if District elects termination as a remedy.
4. **RENTAL:** As set forth in section 6 of this Lease.
5. **USE OF PREMISES:** MCOE shall use the premises as classroom space for the purpose of serving students with severe disabilities. MCOE shall have access to playground, cafeteria, etc. for the students enrolled.

6. MAINTENANCE AND REPAIRS: District at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by District as deemed necessary.

District shall have 30 days after notice from MCOE to commence to perform its obligations under this section, except that District shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If District does not perform its obligations within the time limitations in this paragraph, MCOE can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of the District's obligations.

District at its cost shall provide supplies to keep the premises in good order, and shall at its cost keep and maintain all of its personal property in good order, condition, and repair.

~~District at its cost shall perform, or cause to be performed, custodial that includes, but is not limited to: cleaning, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.)~~

MCOE shall pay District annually \$5,528.00 per classroom for 5 classrooms, **\$27,640.00 total**, for District provided utilities, maintenance and custodial services. These fees will be increased annually by the MCOE Special Education COLA.

7. ALTERATIONS: MCOE shall not make any structural or exterior alterations to the premises without District's consent. MCOE at its cost shall have the right to make, without District's consent, nonstructural alterations to the interior of the premises, which MCOE may require in order to conduct its operations on the premises. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the Lease. MCOE shall have the right to remove from the premises prior to the effective date of the termination of the Lease, any alterations MCOE has made to the premises, as long as the removal will not cause any structural damage to the premises, and MCOE at its cost promptly restores any cosmetic damage caused by such removal.

8. MECHANICS' LIENS / STOP NOTICES: MCOE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. MCOE shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for MCOE. MCOE shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by District, MCOE procures and records a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: District shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas,

electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

10. HOLD HARMLESS: MCOE agrees to indemnify, defend, and hold harmless District from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of MCOE, its officers, boards, agents, employees, servants or invitees, in performance of its obligations under this Lease or in connection with the use or occupancy of the premises which District may sustain because of bodily injury, including death, sustained by any person or persons, including employees of MCOE, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of District, whether active or passive, its or their officers, boards, agents, employees, or other persons.

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 Lease, 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, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of MCOE, whether active or passive, its or their officers, boards, agents, employees, or other persons.

11. LIABILITY INSURANCE: MCOE shall secure and maintain in force such insurance as will protect it from claims under the State Workers' Compensation Acts, and from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with performance of its obligations under the Lease or in connection with the use or occupancy of the premises. Such insurance shall at a minimum be in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit. District shall be named an additional insured on such policies.

District shall secure and maintain in force such insurance as will protect it from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with the performance of its obligations under the Lease or in connection with its ownership of premises and activities related thereto. Such insurance shall at a minimum be in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit. MCOE shall be named an additional insured on such policy.

12. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, so as to cause substantial interference with MCOE's use of the premises, MCOE can terminate this Lease immediately by giving notice to District.

13. ASSIGNMENT: MCOE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except MCOE's authorized representatives) to occupy or use all or part of the premises,

without first obtaining District's consent. Any assignment, encumbrance, or sublease without District's consent shall be voidable and, at District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

14. DEFAULT: The occurrence of any of the following shall constitute a default by MCOE:

- (a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to MCOE;
- (b) Abandonment and vacation of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacation);
- (c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to MCOE. If the default cannot reasonably be cured within thirty (30) days, MCOE shall not be in default of this Lease if MCOE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this section shall specify the alleged default and the applicable lease provision, and shall demand that MCOE perform the provisions of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless District so elects in the notice.

15. SURRENDER OF PREMISES: On the last day of the term, or sooner termination of this Lease, MCOE will peacefully and quietly leave and surrender to District the premises with their appurtenances and fixtures in as good order, condition and repair as when accepted, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by the act of God, or by circumstances over which MCOE has no control excepted. MCOE shall also deliver to District all keys to the premises, and leave a forwarding address for MCOE. MCOE shall be responsible for any damages that District may sustain from MCOE's failure to vacate the premises as agreed.

16. INSPECTION: District reserves the right to enter the premises by prior appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.

17. DAMAGES: If MCOE breaches this Lease and abandons the property before the end of the term, or if MCOE's right to possession is terminated by District because of a breach of the Lease, then in either such case, District may recover from MCOE all damages suffered by District as a result of MCOE's failure to perform its obligations hereunder. If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees to be paid by the losing party, as shall be fixed by the court.

18. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

19. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION



Susan Coston, Assistant Superintendent
Special Education Department

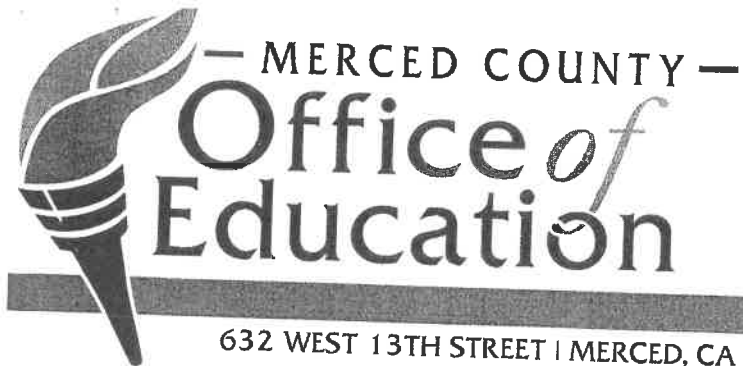
6/19/18

Date

LOS BANOS UNIFIED SCHOOL DISTRICT

Mark E. Marshall, Ed.D., Superintendent

Date



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

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

CONTRACT AGREEMENT
Between
MERCED COUNTY OFFICE OF EDUCATION
And
LOS BANOS UNIFIED SCHOOL DISTRICT
For
LORENA FALASCO ELEMENTARY SCHOOL FACILITIES

This Facility Lease (hereinafter "Lease") is made effective July 1, 2018, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and LOS BANOS UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. **TRADE OF PREMISES:** District's use of MCOE owned Lorena Falasco Room 2, 310 Overland Ave., Los Banos, CA, shall be considered a mutual trade for MCOE use of District owned Lorena Falasco, Room K4, 310 Overland Ave., Los Banos, CA, ("the premises"), and for the district providing utilities for both classrooms.
2. **TERM:** The term of this Lease shall commence on July 1, 2018, and continue until June 30, 2019.
3. **TERMINATION OF LEASE:** It is understood that this Lease shall be terminated by any of the following events:
 - (a) By expiration of the Lease following notification of nonrenewal as provided in section 2 of this Lease; or
 - (b) By mutual agreement of both parties; or
 - (c) By the either party immediately in the case of destruction as provided for in section 12 of this Lease; or
 - (d) By either party upon default by the other as provided for in section 14 of this Lease if they elect termination as a remedy.
4. **RENTAL:** Except as set forth in section 6 of this Lease no payments or rents are due under this Lease.
5. **USE OF PREMISES:** Both parties shall use the premises as classroom space for the purpose of serving students. MCOE shall have access to playground, cafeteria, etc. for the students enrolled.
6. **MAINTENANCE AND REPAIRS:** Except as set forth in this section below, District at its cost shall keep and maintain District owned classroom K4 in good order,

condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by MCOE as necessary. MCOE at its cost shall keep and maintain MCOE owned classroom 2 in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by District as necessary.

Both parties shall have 30 days after notice from the other to commence to perform its obligations under this section, except that owner of building in question shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If owner does not perform its obligations within the time limitations in this paragraph, lessee can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of the owner's obligations.

~~District at its cost shall perform, or cause to be performed custodial services that include, but are not limited to: cleaning, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.) for the MCOE owned classroom 2.~~

MCOE at its cost shall perform, or cause to be performed custodial services that include, but are not limited to: cleaning, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.) for the District owned classroom K4.

7. ALTERATIONS: Both parties shall not make any structural or exterior alterations to the premises without owner's consent. Both parties at their own cost shall have the right to make, without either's consent, nonstructural alterations to the interior of the premises, which it may be required in order to conduct its operations on the premises. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the Lease. Both parties shall have the right to remove from the premises prior to the effective date of the termination of the Lease, any alterations they have made to their leased premises, as long as the removal will not cause any structural damage to the premises, and at their own cost promptly restores any cosmetic damage caused by such removal.

8. MECHANICS' LIENS / STOP NOTICES: Both parties shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. Both parties shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for them. Both parties shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by the other, they procure and record a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: District shall make all arrangements for and pay for all utilities and services furnished to or used by both parties, including, without limitation, gas, electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

10. 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 performance of its obligations under this Lease or in connection with the use or occupancy of the premises 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, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of MCOE, whether active or passive, its or their officers, boards, agents, employees, or other persons.

MCOE agrees to indemnify, defend, and hold harmless District from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of MCOE, its officers, boards, agents, employees, servants or invitees, in connection with its obligations under this Lease, or in connection with its ownership of the premises and activities related thereto which District may sustain because of bodily injury, including death, sustained by any person or persons, including employees of MCOE, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of District, whether active or passive, its or their officers, boards, agents, employees, or other persons.

11. LIABILITY INSURANCE: Each Party is insured through Self Insured Schools of California ("SISC"), a Joint Powers Authority administered by the County of Kern, for all forms of casualty. Each Party shall continue to carry liability and property damage insurance in the same or greater amounts it carries through SISC as of the Effective Date of this Agreement.

12. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, so as to cause substantial interference with either parties use of the premises, parties can terminate this Lease immediately by giving notice to the other.

13. ASSIGNMENT: Parties shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except parties authorized representatives) to occupy or use all or part of the premises, without first obtaining the others consent. Any assignment, encumbrance, or sublease without the others consent shall be voidable and, at the owner's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

14. DEFAULT: The occurrence of any of the following shall constitute a default:

- (a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to lessee;
- (b) Abandonment and vacation of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacation);
- (c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to the other. If the default cannot reasonably be cured within thirty (30) days, parties shall not be in default of this Lease if the parties commence to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this section shall specify the alleged default and the applicable lease provision, and shall demand that the other perform the provisions of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed forfeiture or a termination of this Lease unless the other so elects in the notice.

15. SURRENDER OF PREMISES: On the last day of the term, or sooner termination of this Lease, parties will peacefully and quietly leave and surrender to the other the premises with their appurtenances and fixtures in as good order, condition and repair as when accepted, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by the act of God, or by circumstances over which each has no control excepted. Parties shall also deliver to each other all keys to the premises, and leave a forwarding address. User of the classroom shall be responsible for any damages that the owner may sustain from user's failure to vacate the premises as agreed.


16. INSPECTION: Parties reserve the right to enter the premises by prior appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.

17. DAMAGES: If either party breaches this Lease and abandons the property before the end of the term, or if right to possession is terminated by the owner because of a breach of the Lease, then in either such case, the lessor may recover from lessee all damages suffered by lessor as a result of lessee's failure to perform its obligations hereunder. If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees to be paid by the losing party, as shall be fixed by the court.

18. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

19. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION



Susan Coston, Assistant Superintendent
Special Education Department

6/19/18

Date

LOS BANOS UNIFIED SCHOOL DISTRICT

Mark E. Marshall, Ed.D., Superintendent

Date

Board Reference Material

SUBJECT TITLE: **Mandated Cost Consulting Contracts**

REQUESTED ACTION:

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the contracts with Mandate Resource Services LLC for mandated cost consulting services.

BACKGROUND INFORMATION:

The consultant will be assisting the district with Mandated Cost Claims for fiscal year 2017-18 which are not included in the Mandate Block Grant. The consultant will research and prepare applicable actual Mandated Cost Claims for new programs such as Cal Grant GPA and Graduation Certification, and Feminine Hygiene Products in High Schools (There is no guarantee we will be paid in full or when we'll be paid. Even so, we believe this potential benefit outweighs the costs).

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

\$2,000 / year consulting fees to be paid by the general fund.

ORIGINATOR: Amer Iqbal, Fiscal Services Director
Date: July 12, 2018

**AGREEMENT TO PROVIDE
MANDATED COST CLAIM PREPARATION SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2018, by and between Mandate Resource Services, LLC (hereinafter called "Consultant") and the Los Banos Unified School District (hereinafter called "District").

RECITALS

WHEREAS, Article XIII B of the California State Constitution provides that school districts may recover costs associated with carrying out programs mandated by the State of California;

WHEREAS, District desires to obtain maximum reimbursement for costs incurred in carrying out State-mandated programs, and has determined that retaining Consultant for the preparation and filing of reimbursable state mandated cost claims is the most economical and cost-effective means for preparing the District's State mandated cost claims; and

WHEREAS, the Consultant is qualified to perform such services;

WHEREAS, it is necessary and desirable that the Consultant be retained by District for the purpose of preparing and submitting State mandated cost claims.

NOW, THEREFORE, the parties mutually agree as follows:

1. Services to be Performed by Consultant. Consultant shall interview District staff on State mandated cost reimbursable programs covered by this contract, keep the District updated on laws, programs, and information related to State mandated costs, collect appropriate data, prepare, and file claims with the State Controller's Office. Consultant will represent the District in any question, audit, or dispute from the State Controller's Office. Consultant hereby agrees to file the following Claims:
 - a. Provide compliance review for mandated cost programs.
 - b. Prepare applicable actual Mandated Cost Claims for fiscal year 2017-18 which are not included in the Mandate Block Grant.
 - c. Research and Prepare applicable actual Mandated Cost Claims for new programs:
 1. Cal Grant GPA and Graduation Certification;
 2. Feminine Hygiene Products in High Schools.
2. Consultant Claim Filing Requirements. The Consultant shall file Claims to the extent that appropriate documentation is available and verifiable. The District explicitly acknowledges that the Consultant does not warrant that claims will be filed for each and every mandate listed.
3. Costs and Method of Compensation. In consideration of the services set forth above, District agrees to pay the Consultant a fixed fee of Two Thousand (\$2,000) payable on December 1, 2018.

4. Term of Agreement. The respective duties and obligations of the parties to this Agreement shall commence July 1, 2018 and terminate June 30, 2019.
5. Services and Materials to be Furnished by the District. The Consultant shall provide guidance to the District in determining the data and documentation required for the preparation and submission of the claims and is under no obligation to verify its accuracy. The Consultant shall assume all data so provided to be correct. The District further agrees to provide all specifically requested data, documentation and information to the Consultant in a timely manner. Consultant shall not be liable for claims that cannot be filed as a result of inadequate data or data provided in an untimely manner. For purposes of this Agreement, data that is requested by the Consultant must be provided within four (4) weeks of the request, or four (4) weeks prior to the filing deadline, whichever would come first, to be deemed to have been received in a timely manner.
6. Independent Contractor. The District has not formed an agency, employment or partnership relationship with the Consultant, an independent contractor. District represents, and Consultant recognizes, that the District does not provide any benefits or rights arising under disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefits to Consultant including related employees and subcontractors. Also, Consultant agrees to provide workers' compensation insurance for related agents and employees and agrees to hold harmless and indemnify the District for any and all claims arising out of any injury, disability or death of any of said employees or agents.
7. Not Obligated to Third Parties. The District shall not be obligated or liable hereunder to any party other than the Consultant. The Consultant will assume any financial consequences caused by the Consultant during the performance of this agreement.
8. Indemnification. Consultant agrees to indemnify, defend, and hold the District free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees and costs, that the District may incur if the agreement is breached by the Consultant or the Consultant engages in any negligent or tortious conduct.
9. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by District employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the District under the claims for whatever reason is the sole responsibility of District.
10. Insurance. The Consultant shall acquire and maintain appropriate general business liability insurance and automobile insurance.
11. Modification. This Agreement may be modified or amended by the parties. Any modification of this Agreement will be effective only if it is in writing by both parties. Either party may terminate this agreement at any time upon a thirty (30) days written notice. In the event that either party terminates this Agreement as provided for in this paragraph, final payment for all services performed by Consultant prior to the termination of this Agreement shall be made by District no later than thirty (30)

days after notice of termination of the Agreement is given to the non-terminating party.

12. Governing Law. This agreement shall be binding on and shall be for the benefits of the parties hereto and their respective heirs, executors, administrators, success, and assigns, and shall be governed by the laws of the State of California.
13. Notices. All notices required under this Agreement shall be either (1) in writing, delivered by registered or certified mail, postage prepaid, return receipt requested; (2) by telegraphic communication; or (3) by personal delivery. Notice shall be deemed communicated as of deposit in the United States mail, delivery to the telegraph company, or upon personal delivery, respectively.
14. Arbitration. Any controversy or claim arising out of or relating to the Agreement or breach hereof will be settled by arbitration in accordance with the rules of the American Arbitration Association as administered by JAMS. An arbitrator's award may be confirmed by a court with jurisdiction to enter judgment thereon.
15. Fingerprinting. In accordance with Education Code Section 45125.1 requirements, the Consultant will have Limited or no contact with District students and is exempt from background check.

IN WITNESS WHEREOF, the Los Banos Unified School District has authorized this Agreement to be executed by authorized signatures.

Dated: May 15, 2018

MANDATE RESOURCE SERVICES, LLC

5325 Elkhorn Blvd. #307, Sacramento, CA 95842

Phone (916) 727-1350

By: Harmeet Barkschat

HARMEET S. BARKSCHAT

President

Los Banos Unified
School District

Dated: _____, 2018

By: _____

Title: _____

Board Reference Material

SUBJECT TITLE: Agreement Passantino-Andersen, LLC

REQUESTED ACTION:

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the 2018-19 consultant agreement with Passantino-Andersen.

BACKGROUND INFORMATION:

Los Banos Unified School District is in the midst of a positive change as most recently illustrated by the strong passage of Measure X. We have an opportunity improve our brand in the community and enhance our outreach to the larger Los Banos community. Passantino-Andersen will provide us with assistance in the areas of: public relations, strategic communications, and community engagement services; this is inclusive of augmenting our social media presence. At full scale, these measures can improve attendance at the school level in addition to enhancing our stakeholder satisfaction.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal # 10 and 11-This agreement fulfills the Board's goal to develop a messaging plan for the community inclusive of providing clear and understandable information to all parties.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

The District will pay a flat fee of 3678.00 monthly for services

ORIGINATOR: Mark Marshall, Ed.D., Superintendent
Date: July 12, 2018



Los Banos Unified School District Strategic Communications Proposal



George Passantino
george@passantinoandersen.com

Dear Dr. Marshall,

Thank you for taking the time to discuss how Passantino Andersen can help create communications strategies to increase brand awareness and strategic outreach for Los Banos Unified School District. We welcome and appreciate the opportunity to work with you again to offer our award-winning services in branding, social media, media relations and stakeholder engagement.

No doubt, the competition for students with emergent alternative education options (home schooling, charter schools, virtual academies, etc.) has become much stiffer in recent years. With each student lost to one of these alternative education systems, the District sees reductions in funding (ADA). We pride ourselves on providing practical and affordable solutions to address this new level of competition. In essence, our job is to help your district “put its best foot forward” and effectively compete for every student dollar.

With that in mind, we are pleased to submit this proposal for services that will help tell all the great stories emerging from Los Banos Unified School District, enhance your community reputation, strengthen the bonds among student families and, ultimately, make the District more competitive in the quest for students.

Situation Analysis

Over the past decade, the range of educational options available to parents has exploded. Gone are the days of most children attending a public neighborhood school, as private, charter, and alternative schools have populated the local community.

Competition for students will continue to increase as new educational programs market themselves to parents of school-age children. To combat this, Los Banos Unified School District must effectively communicate about their programs and ensure that they stand above other educational options in the minds of residents. This will require a comprehensive plan that entails branding, social media, media relations, traditional marketing and guerilla communications.

Just as the development of the airplane offered a strategic military advantage to those who possessed it, schools that invest in a comprehensive communications plan will have a clear competitive advantage over other districts and programs vying for the same students.

Our goal is to secure new students and maintain existing students in your programs.

Passantino Andersen specializes in crafting comprehensive outreach plans that provide a strategic advantage to our clients in the quest for “customers.” Special emphasis will be placed on strengthening the District brand, attracting new students, and retaining those already served by your programs.

Given the need to operate a lean and efficient organization, it can be difficult to communicate effectively with parents, staff and community members. This challenge is only exacerbated by the fact that modern communication channels are so segmented. With the emergence of social media sites like Twitter, Facebook, Instagram and Pinterest, the majority of people no longer receive their news from traditional sources like the newspaper and television.

We believe that through a robust outreach plan, Los Banos Unified School District can more effectively tell its story, enhancing its competitive position in the educational marketplace.

Our specific recommendations are presented below.

Phase I Tactics

✓ **Communications Audit:**

It can be said that no progress can be made on a journey if you do not know from whence you start. This holds true for both internal and external communications. As such, we will conduct an inventory of current communication tools (newsletters, web, announcements, social media, events). We will analyze how current communications occur with key stakeholders and what is being said. With this information, we will make recommendations to improve the communications performance of the District.

✓ **Message Development:**

At Passantino Andersen, message development is a critical component of any comprehensive communications plan that we author. A detailed analysis of the District and its key characteristics will be used to develop new, specific messaging points that reflect the strengths of District for use in all communication platforms—both internal and external. Working with the District, Passantino Andersen will develop what we call “Touchstone Messages.” This document will list the primary points we want to communicate to our audience in all platforms. The document will illustrate the use of these messages and explain why they are imperative. Moreover, the document serves as a “cheat sheet” for District leaders to use in their own communications.

These Touchstone Messages help gauge the effectiveness of all communications and will drive subsequent communications. Touchstone Messages also allow us to immediately identify effective media opportunities that can help build or reinforce the District brand.

✓ **Branding:**

Passantino Andersen will continuously look for ways to develop your unique brand identity and leverage opportunities to increase awareness among key audiences. While many people see branding as an activity focused on improving visual elements (logos, letterheads, etc.) we see branding as something far more fundamental. In essence, we believe your brand is what people say about you when you leave the room.

When called upon to strengthen a client's brand, we seek to recast perceptions around values and messages of their choosing. Passantino Andersen will utilize the Touchstone Messages to effectively execute a robust strategy for representation of your brand throughout the entire District.

✓ **Strategic Outreach Plan:**

Passantino Andersen's team of specialists will develop a comprehensive marketing plan and strategically implement it on behalf of Castaic Union School District. We will establish a unique marketing approach and brand identity using many of the District's core strengths including:

- Your diversity of educational programs that can meet virtually any student's needs
- Your safe student environment
- Your consistent pursuit of excellence in educational achievement
- Your high level of accountability and integrity—particularly as it relates to developing the leaders of tomorrow

The elements of the marketing plan will be developed in an iterative fashion – working collaboratively with school officials. Upon completion, we will be accountable for the execution of this plan and its components.

✓ **Social Media Marketing:**

Passantino Andersen will develop and implement a social media strategy for Los Banos Unified School District based on our award-winning efforts in this emergent field. Social media presents a unique opportunity to build lasting and personal connections with your target audience in their comfort zones.

A recent study by Bank of America reported that nearly everyone under the age of 50 surveyed utilizes Facebook. It also reports that 68 percent of those surveyed check it at least once per day. Equally important, according to a survey from the Pew Research Center, the fastest growing segment of Facebook users is the group of adults over the age of 50.

Passantino Andersen believes that a compelling Facebook page should become the primary vehicle with which to communicate with District parents. Such a Facebook page will share photos and videos of school events, updates regarding school information and other information relevant to parents. Additionally, with the rapidly growing population of people over the age of 50, you will also be developing a cost-effective communication vehicle for residents without students but who are also critical stakeholders, nonetheless.

In addition to Facebook, we will also make recommendations about other social networking vehicles and their potential effectiveness such as Twitter, Pinterest, Instagram and YouTube. We will work closely with school officials to make these determinations and increase social media exposure wherever possible and effective.

✓ **Media Relations Strategy:**

Rather than simply waiting for the media to come to you, the most effective strategy shapes public attitudes by constantly identifying opportunities to communicate your key messages to target audiences.

Passantino Andersen will constantly seek out branding opportunities for the District through “earned media.” Unlike paid advertising, earned media is coverage that is secured through creative effort and reported as news. Because we look at school events and milestones from a clinical public relations perspective, we are able to identify media opportunities that may otherwise be overlooked in the course of staff’s everyday work. Additionally, our extensive knowledge and deep relationships with the media will play an integral part in spreading your message. No firm has more depth or breadth in the area of media contacts and experience, and we will put that strength to work for you right away.

In addition to seeking out media opportunities, a successful organization must rapidly and effectively manage media inquiries when they arrive. Those first few minutes of an encounter with a reporter are the most important and will have a dramatic impact on the tone of the story. Passantino Andersen will help develop the skills and seasoning to ensure that every media encounter is conducted in accordance with best practices and maximizes the chance for favorable positioning. To that end, we will serve as the primary point of contact for the media to manage incoming calls, effectively develop a response and coordinate that response through the proper personnel.

✓ **Collateral Development**

As your organization grows, it is inevitable that new materials (brochures, prospectus documents, fact sheets, etc.) will need to be produced—often on very short deadlines. Passantino Andersen maintains a team of professionals adept at producing these materials. We will ensure that any materials bearing your logo will “cut through the clutter” and always reflect your core values and key messages.

✓ **Advertising Production and Coordination:**

Should your growth efforts require proactive advertising, Passantino Andersen can ensure that your dollars are most effectively utilized to achieve real and measurable results. We will provide ongoing support to any promotional efforts you undertake and will ensure that promises made by advertisers are promises kept.

✓ **Newsletter:**

We will develop a district newsletter which will serve as a vehicle to proactively communicate with Los Banos Unified School District families and influencers. We will evaluate various tools for email communication, such as Constant Contact, to more effectively disseminate this material and measure impact.

✓ **Crisis Communications:**

Equally important, a contract with Passantino Andersen is an insurance policy in the event that a crisis emerges. With a trained team of crisis messengers, we are prepared to manage communications and outreach on any crisis, should one unfortunately emerge in the District. We will prepare a District crisis communications plan document. This "go-to" document will serve as a main point of reference for key staff in the event of a crisis, with the intent of improving internal and external communications while protecting the District brand from reputational impacts.

Our Value Proposition

Given the realities of student funding and the competitive environment within which Los Banos Unified School District must operate, winning the business of new students and maintaining existing students is vital to economic success. ***We believe that investing in our services will be a net revenue generator if our efforts help attract or retain only four students.*** In other words, the cost of our service is lower than the additional funding we can help generate at that level. Any additional students would represent positive revenue growth. We are highly confident in our ability and fully expect that the District will see measurable growth in enrollment.

Pricing

Passantino Andersen Communications is excited for the opportunity to create and implement a comprehensive marketing plan for Los Banos Unified School District.

We are prepared to offer a flat monthly fee of **\$3,678** for our services and propose an initial contract period of 12 months. If at any time the District decides to end this relationship, you are free to do so with no penalties. We only request a 30-day written notice to cancel the contract.

Crisis Communications

As part of our contract, you will receive a significant discount on "crisis communication" billable hours. Should a crisis emerge, our services for crisis communication services will be billed at a rate of \$100 per hour. We will not exceed 15 hours without prior approval.

Our monthly fee does not include direct expenses such as mileage, paid advertising, printing, direct mail, web site design and hosting, mileage, etc. The District will approve all expenses before they are incurred. We will work to maximize every dollar invested in public communications.

Exclusive No-Risk Pricing Offer

Passantino Andersen will also offer a 30-day no-risk agreement. If Los Banos Unified School District signs an agreement with Passantino Andersen, we will initiate services immediately and submit an invoice at the end of 30 days. If you are satisfied with the work, you will be asked to pay the invoice and continue with our agreement. If, however, you do not believe that the services were satisfactory, you may decline the invoice and we will immediately terminate the contract. This offer will provide the peace of mind that you are receiving top-quality services that benefit the District and, importantly, your bottom line.

Conclusion

We understand that you must carefully invest your resources and we believe that our services listed above will provide immediate benefit to the District in the following areas:

- ✓ Minimizing the loss of students to non-District programs
- ✓ Enhancing the District's competitiveness for other students in the region
- ✓ Improving brand recognition and positive exposure
- ✓ Strengthening relationships with existing parents and other stakeholder groups

Our agreements may be cancelled at any time and our no-risk offer ensures that you are confident in the services we provide.

We are eager to put the Passantino Andersen team of specialists to work for you immediately and I look forward to your response.

Respectfully Submitted,



George Passantino

Managing Partner

Corporate Contact Information:

Passantino Andersen Communications Website:
passantinoandersen.com

Corporate Office:
42305 10th Street
West, Lancaster, CA
93534
661-538-1100

Upland Office:
869 E. Foothill Blvd Suite
L Upland, CA 91786

Board Reference Material

SUBJECT TITLE: **KeepnTrack Visitor, Student and Volunteer Management Software**

REQUESTED ACTION: Approve

Action X Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the 2018-2019 contract with KeepnTrack.

BACKGROUND INFORMATION:

KeepnTrack is a visitor and volunteer management solution that helps schools automate their check-in/out and tracking processes

- **Mitigate Liability**

Take a proactive approach toward incident prevention and management by replacing unreliable paper sign-in forms with electronically stored data that is easy to retrieve and aggregate. Also, identify and filter threats before they can gain access to the campus by running instant sex offender and criminal background checks.

- **Increase Efficiency**

Improve the overall performance of the school by automating time-consuming, mundane tasks, such as logging names, dates, times, etc. The uniform protocols facilitated by the system make managing traffic on campus an orderly process.

- **Reduce Cost**

Maximize the budget by eliminating operational waste that comes in the form of unnecessary spending and staff time occupied by inefficient procedures. KeepnTrack will streamline many activities essential to daily operations - freeing up resources to be allocated more productively - the powerful reporting tools empower administrators to make fast, accurate, and confident decisions.

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 start up fee will be \$ 28,445.76 including all equipment. (LCAP funds)

The annual fee will be \$499.00 per site for a total of \$6,986.00

ORIGINATOR: Paul J. Enos Assistant Superintendent Secondary Education
 Paula Mastrangelo, Assistant Superintendent Elementary Education

Date: July 12, 2018



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Prepared By Corey Broadwater
Email cbroadwater@companioncorp.com

Prepared For

Account Name Los Banos Unified School District
Billing Address 1717 S 11th St
Los Banos, CA 93635

Software and Hardware

Product Code	Product	Quantity	Sales Price	Subtotal
J6502	KeepnTrack Facility Bundle - Advanced	14.00	\$1,992.00	\$27,888.00
V6458	USB Camera	14.00	\$0.00	\$0.00

Subtotal \$27,888.00
Shipping and Handling \$557.76
Grand Total \$28,445.76

Intent to Purchase

The following authorized signature represents our intent to purchase the proposed product and services. By indicating our intent, we understand this pricing will be valid only until specified proposal expiration date.


Signature

June 11, 2018
Date

Purchase Orders and/or payments should be made to COMPanion Corporation.

Account Setup Information

- 1) Please provide the name of your school and district, along with the street address. Your license will be registered with this account name:
- 2) Who will be the Administrator for this account? I will need their phone number, email address, and title. Please let me know if there will be a secondary contact on this account:



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3) Who will be the contact for the training session? If this person is different from the Administrator, I will need their contact information. Our trainer will contact them and schedule an appointment:

4) We want to supply you with an individual account access URL that has meaning for your school/institution. Each URL includes a unique "Account Identifier" as part of the DNS, which you can select yourself. You can use alpha characters only, no spaces, or other special characters (underscore, dash, ampersand, etc.) should be included. You may select a 1st and 2nd choice, just in case. If both choices are already in use, we'll create an ID for your site or contact your for additional choices. The Account Identifier format will be:

<accountidentifier.keepntrack.com> so you might select:

<SCHOOLNAME.keepntrack.com> or <ABCDEFGH.keepntrack.com> lbusd.keepntrack.com

5) We will need you to review and then sign our COMPanion Hosted Solutions Agreement. We do need to have **ALL PAGES** of the signed document before we process the order.

6) Please provide your ship to and bill to addresses.

7) If the person responsible for the yearly renewals is someone other than the Administrator, please provide their contact information. We will be happy to send them next year's renewal information:

8) Please let me know if you will be using a Purchase Order number (if yes it can be emailed to me) or if you will be using the signed Proposal as your order confirmation?

COMPanion Hosted Solutions Agreement

COMPanion Corporation
1831 Fort Union Blvd, Salt Lake City, Utah 84121
800-347-6439 • 801-943-7277 www.companioncorp.com

COMPANION HOSTED SOLUTIONS DESCRIPTION OF SERVICE

COMPanion Corporation offers a number of application services that are hosted directly by COMPanion. These services are managed by secure, access restricted equipment that is protected by backup power, housed in a climate controlled environment, and connected to the internet via redundant internet connections. All services are monitored electronically 24/7. Equipment modification and upgrades are scheduled during low use periods and are processed as quickly as possible.

Data storage uses RAID drives for storage integrity. All Data is encrypted and backed up daily both onsite and offsite. Daily Backup Data is kept for a minimum of seven (7) days.



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In the unexpected event that you need your data restored from a backup, we will perform that service at no additional charge as quickly as possible.

COMPanion respects your hosted data as confidential and will not distribute any of the data to anyone without prior written authorization. Any authorized third party with which COMPanion does business guarantees the same expectation of confidentiality.

COMPANION HOSTED SOLUTIONS SERVICE AGREEMENT

This COMPanion Hosted Solutions Service Agreement (the "Agreement") is entered into by and between **COMPanion Corporation**, a Utah company with a principal place of business at 1831 East Fort Union Blvd., Salt Lake City, Utah 84121 ("COMPanion"), and ("Client") as identified below:

Institution Name: Los Banos Unified School District

Principal Address: 1717 S. 11th Street Los Banos CA 93635

Primary Business : School District

School District (If not a School, enter "N/A"): N/A

WHEREAS Client desires, in exchange for the payment of fees, that COMPanion provide Client with access to all or a portion of the Alexandria, Textbook Tracker, or KeepnTrack suite of products and services (the "COMPanion Hosted Service(s)"), as specifically set forth on one or more purchase orders attached hereto and incorporated by reference ("Order Form(s)").

Now, therefore, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Licenses from COMPanion. Subject to the terms of this Agreement, COMPanion grants to Client during the Subscription Term the nontransferable, nonexclusive worldwide right to permit those individuals authorized by Client or on Client's behalf ("Users") to use the COMPanion Hosted Services and any materials (the "COMPanion Hosted Services") provided or disclosed to Client by COMPanion or its third party suppliers ("Third Party Providers") solely in connection with the COMPanion Hosted Services, all solely for Client's own internal business operations.

The rights granted to Client in this Agreement are subject to all of the following restrictions: (i) the maximum number of users that Client authorizes to access the COMPanion Hosted Service shall not exceed the number allowed by the licenses Client has purchased, as evidenced in Order Form(s); (ii) Licenses cannot be shared or used by more than one institution or site; (iii) Client shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the COMPanion Hosted Services or the COMPanion Materials available to any third party other than an authorized User; (iv) Client shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the COMPanion Hosted Service or COMPanion Materials or access the COMPanion Hosted Service or COMPanion Materials in order to build a similar or competitive product or service; (v) except as expressly stated herein, no part of the COMPanion Hosted Service or COMPanion Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (vi) Client shall not disclose any review of the COMPanion Hosted Service to any third party without COMPanion's prior written approval; (vii) Client agrees to make every reasonable effort to prevent unauthorized third parties from accessing the COMPanion Hosted Service; and (viii) Client acknowledges and agrees that COMPanion or its Third Party Providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the COMPanion Hosted Service and the COMPanion Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the COMPanion Hosted Service or the COMPanion Materials.

2. Licenses from Client. Client grants to COMPanion and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display (a) any data, information or other materials, provided to COMPanion by Client in the course of using the COMPanion Hosted Service ("Client Data") solely to the extent necessary to provide the COMPanion Hosted Service and COMPanion Materials to Client, and (b) any trademarks that Client provides COMPanion for the purpose of including them in Client's user interface of the COMPanion Hosted Service ("Client Trademarks").

3. Billing and Payment. Domestic Client agrees to pay for all products and services ordered under this Agreement per COMPanion's standard billing policy as described below. International Clients agree to pay in advance for all products and services ordered under this Agreement. All fees under this Agreement are irrevocable and nonrefundable. COMPanion's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, even if such amounts are not listed on an Order Form. Client shall not be responsible for payment of taxes upon presentation of tax exempt certificate. All amounts invoiced hereunder shall be due within 30 days of the date of the invoice. COMPanion's suspension of the COMPanion Hosted Service based on Client's failure to make payment shall not excuse Client from its obligation to make payment(s). In the event Client's account is 30 days or more past due, any and all



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unpaid payments set forth in an applicable Order Form shall accelerate and become due and payable, notwithstanding any limitation set forth in Section 7. After payment of the total accelerated amount, Client shall be entitled to restoration of the COMPanion Hosted Service.

4. Term and Termination. The term of this Agreement shall become effective upon Client's agreement to these terms in an Order Form (the "Agreement Term"). The term of the COMPanion Hosted Service or other product or services offerings set forth in an applicable Order Form hereunder shall commence upon the date of enablement of the applicable COMPanion Hosted Services (as identified in COMPanion's first invoice after execution of such Order Form), or as otherwise set forth in the Order Form.

This agreement will stay in effect as long as the Client maintains a current subscription for the hosted services. Should Client let their subscription lapse, the hosting service will be terminated, and all backups and archives will be permanently deleted within 60 days unless other arrangements have been made with COMPanion.

In the event of any breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail, provided however that if COMPanion is the non-breaching party, COMPanion may immediately suspend Client's password, account, access to or use of the COMPanion Hosted Service during such cure period. The following provisions shall survive any termination of this Agreement: Section 4, and Sections 6 through 15.

5. Representations & Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement. COMPanion warrants that (a) it will provide the COMPanion Hosted Service and all Services in a manner consistent with generally accepted industry standards, and (b) the COMPanion Hosted Service will perform substantially in accordance with the COMPanion Hosted Service Materials under normal use.

6. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5 ABOVE, COMPANION AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE COMPANION HOSTED SERVICE, THE COMPANION HOSTED SERVICE MATERIALS, AND RELATED SERVICES INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND QUALITY OF SERVICE. COMPANION AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE COMPANION HOSTED SERVICE OR CONTENT, THE COMPANION HOSTED SERVICE MATERIALS, OR THE SERVICES OR THE RESULTS CLIENT MAY OBTAIN BY USING THE COMPANION HOSTED SERVICE MATERIALS. THE PARTIES AGREE THAT THE COMPANION HOSTED SERVICE MATERIALS DO NOT CONSTITUTE, AND SHALL NOT BE CONSTRUED AS, LEGAL ADVICE. SPECIFIC LEGAL ISSUES/SCENARIOS SHOULD BE ADDRESSED WITH COMPETENT LEGAL COUNSEL FAMILIAR WITH EMPLOYMENT AND LABOR LAW. THE ACCURACY OF SPECIFIC INFORMATION CONTAINED WITHIN THE COMPANION HOSTED SERVICES AND COMPANION HOSTED SERVICES MATERIALS MAY BE AFFECTED BY DIFFERING FEDERAL AND STATE LAWS AND REGULATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANION AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE COMPANION HOSTED SERVICE OR COMPANION HOSTED SERVICE MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL CLIENT PURCHASES OR OBTAINS THROUGH THE COMPANION HOSTED SERVICE WILL MEET CLIENT'S REQUIREMENTS; OR (C) THE COMPANION HOSTED SERVICE, COMPANION HOSTED SERVICE MATERIALS, OR THE SYSTEMS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CLIENT ACKNOWLEDGES THAT NEITHER COMPANION OR ITS THIRD PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE COMPANION HOSTED SERVICE AND COMPANION HOSTED SERVICE MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANION IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY COMPANION, THE COMPANION HOSTED SERVICE, THE SERVICES, AND THE COMPANION HOSTED SERVICE MATERIALS ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS.

7. Limitation of Liability. EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY OR THE THIRD PARTY PROVIDERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE COMPANION HOSTED SERVICE, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR THE THIRD PARTY PROVIDER HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Confidential Information. Each party may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential, as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or



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indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information; (v) is public record pursuant to Client's state law. The parties agree to use all reasonable care to prevent disclosure of the other party's Confidential Information to any third party. Notwithstanding the foregoing, Client acknowledges and agrees that COMPanion may disclose Client's Confidential Information to its Third Party Providers solely to the extent necessary to provide products or services under this Agreement, provided that COMPanion has a non-disclosure agreement in place with such Third Party Provider. This Section 8 constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.

9. Family and Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g ("FERPA")). COMPanion Corporation acknowledges that certain information pertaining to student patrons may be contained in records hosted by COMPanion Corporation and that this information can also be confidential by reason of FERPA. Client assumes sole responsibility for complying with all applicable state and federal laws regarding student privacy, including the federal Family Education and Privacy Act (FERPA). COMPanion Corporation warrants that it will not use any information from students' accounts for any purpose other than servicing the Client's subscription, and that it will not disclose such information to any third party except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Client in writing.

10. Children's Online Privacy Protection Act ("COPPA"). COMPANION CORPORATION DOES NOT KNOWINGLY SOLICIT OR COLLECT ANY PERSONALLY IDENTIFYING INFORMATION FROM CHILDREN UNDER THE AGE OF 13 THROUGH THE COMPANION HOSTED SERVICES. THE CONTENTS OF RECORDS MAINTAINED IN THE SYSTEM ARE UNDER THE CONTROL OF AND ARE THE SOLE RESPONSIBILITY OF THE CLIENT. COMPanion cannot make the same claim on behalf of any third party site that may be located through COMPanion Hosted Services. Client therefore agrees to inform and educate patrons under the age of 13 that they should not provide any personally identifying information on any third party sites without the direct involvement and verifiable consent of their parents.

11. Client's Responsibilities. Client will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of the COMPanion Hosted Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which COMPanion controls and operates the COMPanion Hosted Service. Client will ensure that any use of the COMPanion Hosted Service by Client's Users is in accordance with the terms of this Agreement and the terms of use within the COMPanion Hosted Service online graphical user interface, to which Client and all Users hereby agree to be bound.

12. Notices. COMPanion may give notice applicable to COMPanion's general COMPanion Hosted Service client base by means of a general notice on the COMPanion Hosted Service and notices specific to Client by electronic mail to Client's e-mail address on record in COMPanion's account information or by written communication sent by first class mail or pre-paid post to Client's address on record in COMPanion's account information. Client may give notice to COMPanion at any time by letter sent by confirmed facsimile to COMPanion, fax number 801-943-7752 or by letter delivered by first class mail or pre-paid post to COMPanion at the address set forth herein. All notices shall be deemed to have been given four business days after mailing or posting (if sent by first class mail or pre-paid post) or 1 business day after sending by confirmed facsimile, e-mail or posting to the COMPanion Hosted Service.

13. General provisions. Any action related to this Agreement will be governed by Utah law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the COMPanion Hosted Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Utah. This Agreement, together with any applicable Order Form(s), represents the parties' entire understanding relating to the use of the COMPanion Hosted Service and supersedes any prior or contemporaneous, conflicting or additional, communications. COMPanion reserves the right to change the terms and conditions of this Agreement or its policies relating to the COMPanion Hosted Service at any time, and such changes will be effective upon notice to Client. Client's continued use of the COMPanion Hosted Service after any such changes shall constitute Client's consent to such changes. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between COMPanion and Client as a result of this Agreement or use of the COMPanion Hosted Service. Client may not assign this Agreement without the prior written approval of COMPanion. Any purported assignment in violation of this section shall be void. COMPanion reserves the right to use Third Party Providers in the provision of the COMPanion Hosted Service, COMPanion Hosted Service Materials, or related services hereunder. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any rights not expressly granted herein are reserved by COMPanion.

14. Trial Offerings. If Client has registered for or selected the option for trial, or if an Order Form identifies an offering as a trial offering, the following terms shall apply to all products or services (including but not limited to the COMPanion Hosted Service) identified as "trial" or "evaluation" products or services (or similar designation) (collectively, the "Trial Offerings"): (a) Client shall have the right to authorize a maximum of two (2) Users to access the Trial Offerings; (b) Client's right to use the Trial Offerings shall automatically terminate thirty (30) days after Client accepts the applicable Order Form; (c) Client acknowledges and agrees that COMPanion has the right to use routines such as expiring keys or other devices that are designed to disable, deactivate, or otherwise electronically terminate Client's access to the Trial



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Offerings at the end of the period of trial or evaluation use; and (d) COMPanion shall have no obligations whatsoever under Section 7 ("Representations and Warranties") with respect to the Trial Offerings.

15. For KeepnTrack Clients, Sex Offender Records and Criminal Background Check Services (SOR and CBC Services) are consumer reports as defined under the Federal Credit and Reporting Act (FCRA.) For Client Services that include SOR and CBC the following restrictions apply:

The CBC and SOR services are only permitted for screening people in your hosted database, such as Visitors, Volunteers, Vendors, etc. and can only be used for such permissible purposes. Further, the data is subject to the State Data Source Requirements (DSR) as documented at <http://www.keepntrack.com/DSR.pdf> and future restrictions as required from time-to-time from our data providers. Client certifies that the use of the licensed data is in compliance with all DSR and for a lawful purpose, taking into account all Applicable Laws.

Please be advised that many people share the same or similar names, and the same date of birth. Name and Date of Birth are not sufficient to establish identity and it's up to the Client to use additional information to firmly establish identity before making decisions based upon this data. As an employer relying on a third party to run background checks you must follow the FCRA. If the provided data is challenged, COMPanion has a procedure to dispute or explain an inaccurate report. see <http://www.keepntrack.com/FCRA.html> for further information.

THE SOR & CBC DATA IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANION AND ITS DATA PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOR & CBC DATA AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, COMPANION AND ITS DATA PROVIDERS DO NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOR & CBC DATA AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF THE SOR & CBC DATA. Client shall indemnify, defend, and hold harmless COMPANION and its data providers, from and against any and all liabilities, damages, losses, claims, costs, fees, and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) arising out of or related to Client's use of the SOR & CBC data obtained from COMPANION. Client acknowledges and agrees that Licensee's data providers are a third party beneficiary of the provisions of this section, with right of enforcement.

ACKNOWLEDGEMENT

This Agreement contains the entire agreement of the parties and supersedes all proposals or prior agreements both oral and written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or changed except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date this document is electronically signed by the Client, (the "Effective Date").

COMPanion Corporation

By: 

COMPanion Authorized Representative

Client

By: 

Signer Name: Paul J. Enos

Title: Assistant Superintendent Secondary Education

Institution: Los Banos Unified School District

Board Reference Material

SUBJECT TITLE: **Energy Management Agreement**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement to provide energy services per the contract with Indoor Environmental Services (IES) for a period of 3 years.

BACKGROUND INFORMATION:

The IES Energy Management Program will provide energy services including energy analysis, student energy education, staff training, and solar financial review. They will also help the District with energy awareness by providing technical energy efficiency expertise and regular site walks for all sites in the District. IES will evaluate all school's energy use, recommend improvements and suggest energy policies, programs and/or strategies to help with continued energy conservation. We will be able to focus efforts on reducing the District's energy usage while improving our contribution to the state's efforts to reduce energy consumption.

IES engineers will also provide staff training and student education to demonstrate the importance of conservation and energy efficiency. Part of this plan is to create and offer an extensive 4- to 6-month Internship program for up to 8 high school students which will be a work-based learning opportunity managed by IES in partnership with the District. The mission of this educational component is to enhance student thinking, learn about energy efficiency and understand how energy is used within the District.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

The annual fee is \$157,281 and will be paid by Proposition 39 funds.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services
Date: July 12, 2018

**PROPOSAL/AGREEMENT TO PROVIDE
District Energy Manager Services**

For



Los Banos Unified School District
1717 S. 11th St. Los Banos, CA 93635

Mr. Don Laursen
Assistant Superintendent, Administrative Services

Prepared by:

Indoor Environmental Services
1512 Silica Avenue
Sacramento, CA 95815
(916) 988-8808

PURPOSE OF AGREEMENT

Indoor Environmental Services ("IES") is pleased to offer our assistance to Los Banos Unified School District ("District"). IES will assist the District with an IES Energy Manager to work with District personnel to aid in the energy analysis for the District.

ENERGY MANAGER AND TRAINING SERVICES:

ENERGY MANAGEMENT

Responsibility is to improve energy efficiency by evaluating the school's energy use and implementing energy policies, strategies, programs, and energy measures.

- Evaluate the District's energy use and help implement energy saving policies, strategies, and programs and make adjustments in coordination with the District.
- Semi-annual on-site inspections to identify saving opportunities and efficiency issues that may arise and identifying energy savings opportunities in existing facilities
- Monthly utility bill analysis and energy monitoring review and discussion with District personnel to evaluate performance and make further improvements.
- Optional submission of utility and site information to Energy Star for potential certification. Data will be reviewed and submitted by a Professional Engineer in-house.
- Annual utility rate analysis for all electric service accounts to ensure and optimize utility cost.
- Work with District staff to update existing lighting and mechanical HVAC controls systems settings including updating set points and holidays on thermostats/controls to increase and maintain savings.
- Provide semi-annual board update on energy trends.

STUDENT EDUCATION

This program provides an opportunity for the youth to become educated and aware of energy consumption and conservation, renewable energy options, and career opportunities in the energy industry. By approaching energy management internally and externally, long-term energy conservation becomes an inclusive effort:

- Work with District to support an energy manager education internship program.
- Develop internship program and plan, coordinate monthly meetings, and complete one (1) onsite visit with students for up to 8 students.
- Assist students with a presentation to District staff.
- The District to provide one point of contact for coordination of weekly activities
- School of the District's choosing to demonstrate importance of energy efficiency, conservation, energy labels, and energy careers or demonstration of Solar and how solar energy works.

ENERGY TRAINING

Training and information focused on helping staff understand how they can support and maximize the achievement of energy savings envisioned by the funded project.

- Energy education for classified staff:
 - One (1) annual 2-hour train-the-trainer to lead maintenance (or supervisor) staff from qualified IES technician on preventative maintenance (PM), suggestions for a quality PM program, typical PM tasking, and discussion for optimizing efficiency for school sites.
 - One (1) annual 1-hour train-the-trainer to custodial lead staff or teacher leaders from IES representative to demonstrate importance of energy conservation, management, behavioral changes, and benefit to both District and employees.
 - Assist District personnel with energy messaging for all District staff to highlight goals, build energy awareness, encourage energy conservation and demonstrate progress.
 - All lessons are to be coordinated with energy manager site visits. Lessons or material will be provided to the District to review prior to delivering.
-

SOLAR FINANCIAL BENCHMARKING

- Quarterly Solar financial review and summary email report to key District personnel that includes trends and Year-to-Date performance analysis.

DELIVERABLES:

- All documents, finding, summaries, and results will be provide in the form of a semi-annual report to the customer.
- All pictures taken and supporting files and documents will be saved and provided electronically to customer upon completion.

PROP 39 ENERGY REPORTING SERVICES

Complete documentation and reporting to the California Energy Commission (CEC) to meet Proposition 39 project annual progress and final reporting requirements below. IES will use available methods developed by the CEC including program calculators and reporting forms for project energy savings.

ANNUAL PROGRESS REPORT

Submitted annually for all current or open projects:

- Amount spent to-date on energy manager and training services
- Amount spent to-date on all and each energy efficiency measure (EEM) on a per-site bases
- Estimated start and end date and written summary narrative of project status.
- DIR Project ID for all contractors on project (if applicable)

FINAL REPORT

Submitted 12-15 months after project completion:

Information per LEA or District:

- Amount spent to-date on energy manager and training services
- Supporting documents of project completion
 - Updated savings calculation or post-project energy saving report
 - Pictures of installed measures

Information per site:

- Project start and end date and written summary narrative of project status.
 - Benchmarking:
 - All utility data usage and charges including on-site generation information
 - Updated Square footage of all sites
 - Energy Efficiency Measure information:
 - Energy and cost saving information
 - Amount spent on each energy EEMs on a per-site bases
 - LEA spent on apprenticeship positions
 - DIR Project ID for all contractors on project (if applicable)
-

Per Code Guidelines and Regulations, IES will complete the Services as listed. IES will not perform additional services without prior District authorization.

SCOPE ASSUMPTIONS AND CLARIFICATIONS

- This Scope of Work is based on the assumption that unfettered access to any work areas and school sites will be provided to IES.
- Full access to online CEC and utility accounts including approval to obtain utility billing information.
- Coordination with appropriate staff for updates and information gathering as necessary.
- Additional tasks or consulting as requested by the District above and beyond this scope will be billable on a time and materials basis.
- IES will not perform additional services without prior authorization.

SCOPE ASSUMPTIONS AND CLARIFICATIONS

- This Scope of Work is based on the assumption that unfettered access to any work areas and school sites will be provided to IES.
- Full access to online CEC and utility accounts including approval to obtain utility billing information.
- Coordination with appropriate staff for updates and information gathering as necessary.
- Additional tasks as requested by the District above and beyond this scope will be

billable.

- IES will not perform additional services without prior authorization.

SCOPE EXCLUSION

The following exclusions have not been estimated in the above Scope of Work:

- Warranty, repair and/or upgrades to the existing control and mechanical or electrical systems and system components installed at District sites.
- Any and all system defects as a result of pre-existing condition.
- Overtime labor.
- Any and all other items not specified in this scope.

Services TERM Summary:

Services will be implemented for a term of 3 years and will re-new annually upon District approval:

Total Proposition 39 Energy Manager Funds Estimated	
Energy Activities	Funding
Energy Manager	\$ 142,281
Energy Reporting	\$15,000
Total	\$ 157,281

Invoicing Options:

<input type="checkbox"/> Monthly invoicing option for services identified:	\$5,269
<input type="checkbox"/> Semi-annual invoicing option for services identified:	\$26,213
<input type="checkbox"/> Annual invoicing option for services identified:	\$52,427

Invoices will be submitted to the District monthly upon setup of agreement.
This agreement is between the District and Indoor Environmental Services.

Mr. Don Laursen
Assistant Superintendent, Administrative
Services

Matt Spence
Director of Energy
IES

Date

Date

TERMS OF SERVICE - INDOOR ENVIRONMENTAL SERVICES GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between Famand, Inc., a California corporation, dba Indoor Environmental Services ("IES") and the customer identified in the Contract (the "Customer"). Each of IES and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." IES has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".

1. **Performance of Services.** IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.
2. **Disclaimer of All Warranties.** IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that IES will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.
3. **Limitation on Liability.** In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.
4. **Insurance.** Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.
5. **Change Orders.** The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES's right to receive payment for additional or different Work performed at Customer's request.
6. **Payment Terms; Penalties for Late Payment.** Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one-half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.
7. **Work Stoppage.** IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES's performance is stopped for a period of thirty (30) days or more for any reason other than IES's breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for: (i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including IES's normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.
8. **Remedies in Event of Default by Customer.** If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES's option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.

9. *Environmental Conditions.* The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance IES brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to IES that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to IES in advance of the performance of the Work. In the event IES encounters on the Job Site any Hazardous Substance in the course of performing the Work, IES may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and IES shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to IES's sole satisfaction. IES will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of IES, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, IES may terminate the Contract and IES shall be entitled to those damages set forth in Section 7 hereof. IES shall not be required to perform any work relating to Hazardous Substances unless IES consents to do such work and IES is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. *Indemnification and Waiver.* Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. *Arbitration of Disputes.* In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. *Miscellaneous.* The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.

13. *Termination.* Either Party may terminate this Contract for any reason by giving thirty (30) days prior written notice. Work or services completed up to the termination date will be billable. Any fees paid in advance of work completion will be refunded. Any access granted to IES systems, databases, or files will be suspended.

Board Reference Material

SUBJECT TITLE: Agreement, Craig and Craig Security

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the attached contract for Craig and Craig Security Services to provide after hours security for Pacheco High School and Los Banos High School

BACKGROUND INFORMATION:

~~Craig and Craig Security will provide after hours security services at Pacheco High School in order to provide Security guard visibility, vehicle patrols, observing and reporting, fire watch, graffiti prevention, theft prevention, homeless (Squatters) deterrence, illegal activity, and complete asset protection.~~

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal #3

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT

Monthly rate of 3328.00 to be paid out of safety funds

ORIGINATOR: Dr. Mark Marshall, Superintendent
Date: July 12, 2018

Quote for Craig & Craig Security Services

Craig & Craig Security

1350 E. Pacheco Blvd, Suite B-169
Los Banos, CA 93635
www.craigncraigsecurity.com



June 29, 2018

To: Mark E. Marshall, Ed. D.
Proud Superintendent of the Los Banos
Unified School District
Los Banos Unified School District
1717 S. Eleventh Street
Los Banos, CA 93635
(209) 826-3801 Ext. #7014
MMarshall@losbanosusd.k12.ca.us

Job Description

Loss Prevention Security Guard Services:

One Security package at Pacheco High School & one security package at Los Banos High from 10:PM to 06:AM and all holidays including spring summer & winter breaks.

Scope of duties...visibility, vehicle patrols, observing & reporting, fire watch, graffiti prevention, theft prevention, homeless (Squatters) deterrence, illegal activity, securing promises after hours and complete asset protection.

If there are other duties we can assist with, please feel free to let me know.

Itemized Estimate

Itemized Estimate	
Base on scope of duties, for 5 schools	
<ul style="list-style-type: none">Hrly Rate \$26. For one security package at Pacheco High and \$26. For one at Los Banos High for 16hrs Saturday & Sunday.The holiday rate: \$39. Per Hr. for each location.	\$832.00
<ul style="list-style-type: none">Weekly cost base off Sat. & Sun. 16hrs: \$832.00Monthly cost base off Sat. & sun. 16hrs. \$3,328.00	
<ul style="list-style-type: none">If you receive a better quote, I would love the opportunity to try and beat it.	

Total Estimated Job Cost	\$832.00

This is an estimate only, not a contract for services. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started.

Thank you again for contacting Craig & Craig Security, Inc.

Board Reference Material

SUBJECT TITLE: Agreement Knowledge Saves Lives

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement with Knowledge Saves Lives (KSL) to conduct a district-wide threat assessment.

BACKGROUND INFORMATION:

KSL will inspect individual security, vulnerability and safety assessments of each individual campus property. The assessment will include a written report for each site, documenting safety deficiencies and recommendations. They will conduct a full review of current safety plans (SB187) and will present their findings.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal #3

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

The cost of \$35,500 will be charged to district safety funds.

ORIGINATOR: Dr. Mark Marshall, Superintendent
Date: July 12, 2018



Knowledge Saves Lives Inc.

3321 G Street, Suite C
Merced CA, 95348
(209) 710-0271 Office
(209) 710-9080 Fax
www.knowledgesaveslives.com

Invoice

18-133

Please send payments to:

KSL INC
P.O Box 1366
Los Banos CA 93635

To: Accounts Payable Los Banos Unified School District
Attention: Dan Martin
Los Banos Unified School District
1777 S 11th St., Los Banos, CA 93635

District Wide Site Assessments

DATES OF SERVICE	PO#	EVENT	ADDRESS	CITY
TBA	TBA	Site Assessments	Various	Los Banos, CA

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
13		Individual security, vulnerability and safety assessments of each individual campus property. The assessment will include a written report for each site, documenting safety deficiencies and recommendations. Full review of current safety plans (SB 187) and a presentation of information.	\$3,995.00	\$51,935.00
		Approved Discount per KSL Board.		-\$16,435.00
TOTAL ESTIMATED FEES				\$35,500.00

Please send payments to:

KSL INC
P.O Box 1366
Los Banos CA 93635

Authorized By: Luiana Irizarry, KSL INC.

Board Reference Material

SUBJECT TITLE: Stuff The Bus Initiative

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve our participation in the Stuff The Bus Initiative.

BACKGROUND INFORMATION:

The goal of this national effort is to provide school supplies for local children, ensuring that students have the tools and confidence needed for a successful school year. LBUSD has successfully participated in this program in prior school years.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Academic Performance-Goals 1 to 3

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Mark Marshall, Ed.D., Superintendent
Date: July 12, 2018

Board Reference Material

SUBJECT TITLE: Agreement, MCOE Parent Leadership Trainings (PLTI)

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the attached contract for MCOE to provide two Parent Leadership Training cohorts in our district.

BACKGROUND INFORMATION:

MCOE-Parent-Leadership-Trainings-(PLTI) are designed to empower, inform and support parents in refining their natural leadership skills and provide them with the necessary tools to become change agents addressing issues that impact children and youth's, education, health, safety and development, ultimately result in a healthier community. Last year several of our parents participated in the program and subsequently became valuable resources for our school district. There is currently a significant interest in piloting this initiative in Los Banos.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

The cost will be \$70,000 paid for by utilizing Supplemental and Concentration Funds.

ORIGINATOR: Dr. Mark Marshall, Superintendent

Date: July 12, 2018

CONTRACT FOR SERVICES

This AGREEMENT made this June 28 day of 2018, between:

LOS BANOS UNIFIED SCHOOL DISTRICT having a principal place of business at 1717 S 11th St, Los Banos, CA 93635.

And

MERCED COUNTY OFFICE OF EDUCATION, (hereafter referred to as Contractor), having a principal place of business at 632 W. 13TH Street, Merced, California 95341.

Term of Contract

This Agreement will become effective on August 1, 2018, and will continue in effect until June 30, 2019 unless terminated in accordance with the provisions of this Agreement.

Services to be Performed by Contractor

Contractor agrees to: Provide two Parent Leadership Training Institute (PLTI) cohorts as outlined on Scope of Work

Compensation

In consideration for the services to be performed by contractor, Los Banos Unified School District _ agrees to pay Contractor:

Seventy thousand dollars (\$70,000)

Invoices

Contractor shall submit invoices for all services rendered as follows:

The contractor will bill upon completion of each cohort.

Expenses

Contractor shall be responsible for all costs and expenses incident to the performance of services. Except as provided below:

Los Banos is responsible for meeting space and janitorial for each training session.

When available related presentation equipment, such as projector and microphone

Terms & Conditions

Confidentiality: Contractor shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of employment and student records and information which he or she may have access to in the course of performing services for Los Banos Unified School District.

Term and Termination: The term of this agreement shall be for a period commencing on August 1, 2018 and ending on June 30, 2019. It is specifically agreed by each party that this Agreement may be terminated by either party without cause or legal excuse provided that such party desiring termination gives 30 days written notice to the other party of said party's decision to terminate.

Work Product: shall become the owner of and entitled to exclusive possession of all records and documents of any kind produced by Contractor within the scope of services performed pursuant to this contract. No other uses thereof will be permitted except by permission of MCOE.

Fingerprint Clearance

Check Here if Applicable ☐

Contractor certifies that Contractor or any employees of Contractor performing services for Los Banos Unified School District have been cleared by a fingerprint check performed by the California Department of Justice and is not prohibited by law from being employed by MCOE or having contact with pupils pursuant to applicable State law.

Executed at Merced, California, on June 29, 2018.

CONTRACTOR:

Company name: Los Banos Unified School District

Merced County Office of Education

By: _____
(Signature)

By: _____
(Signature)

Typed Name/Title

Steve M. Tietjen
Merced County Superintendent of Schools

Board Reference Material

SUBJECT TITLE: Award Recommendation – PHS Modulares Furniture

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the furniture proposal of \$44,056.45 from The Office City for the Pacheco High School Modulares Project.

BACKGROUND INFORMATION:

The new modular classrooms at PHS require furniture. Approving a proposal enables the Project to house students for the start of the 18-19 school year.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This activity directly supports Board Goal #4.

ALTERNATIVE/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT:

\$44,056.45 to be paid from Developer Fees Fund #25.

ORIGINATOR: Don Laursen - Assistant Superintendent, Administrative Services
DATE: July 12, 2018



THE OFFICE CITY
T - 877-464-3633
F - 877-764-3900
www.theofficecity.com
Offices Located in:
Redwood City
Livermore
Stockton
Los Banos

Furniture Proposal

CUSTOMER ACCOUNT NUMBER	DEPARTMENT NUMBER
CUSTOMER BILL TO Pacheco High School	CUSTOMER SHIP TO Pacheco High School
ADDRESS 200 North Ward Road Patterson, CA 93635	ADDRESS 200 North Ward Road Patterson, CA 93635
CONTACT Dan	CONTACT Dan
PHONE	PHONE
FAX	CELL

DATE 7/2/2018
REP Rusty Connell
PHONE (209) 769-9150
FAX
Email rusty.c@theofficecity.com

ALL QUOTATIONS ARE VALID FOR 30 DAYS

Item #	Description	QTY	Sell Price	Ext. Price
	P-Top Teachers Desk	4	733.50	2,934.00
	Pedestals for Teachers Desk	4	266.25	1,065.00
	24x60 Tables	80	295.00	23,600.00
	Plato A Shell 18" Chair	160	68.00	10,880.00
	Midback Multifuntion Chair	4	554.95	2,219.80

Pricing exceeds NCPA discounted pricing

Freight Delivery and Installation are Included in the Pricing

Lead Time:

Product Sub Tot:	\$	40,698.80
Tax	\$	3,357.65
Total	\$	44,056.45
Deposit Due	\$	22,028.23

50% Deposit due upon placement of order and remainder due upon installation.

No returns of goods will be accepted without prior authorization and shipping instructions. A minimum 35% restocking fee plus freight will be charged on any authorized returns, provided the products are returned to TOC in their original packaging and in the condition in which they left the factory. Custom items are non-returnable.

NOTE: Special orders are non-cancellable and not returnable.

Special Instructions:

Delivery and Installation to be done during regular hours, with free and clear access to the work site and using non-union labor. Parking, dock and elevator access is required.

Customer Approval: _____ Date: _____

Thank you for the opportunity to present this proposal!

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve travel for Los Banos Elementary School sixth grade class to attend an Outdoor Education Trip to Jack L. Boyd Outdoor School (Fish Camp) beginning March 12, 2019 and returning March 15, 2019.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS:

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

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

Jack L. Boyd Outdoor School: \$206/student x 80 students = \$16,480.00

Travel: 2 district buses + driver = \$1,262.40

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

1 Substitute @ \$120.00/day x 4 days = \$480.00

Total expense for outdoor camp: \$19,746.40

ORIGINATOR: Renee Leonard, Principal, Los Banos Elementary School
Date: July 12, 2018

Board Reference Material

SUBJECT TITLE: Student Overnight Travel

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve overnight travel for the Los Banos High School FFA officer team to attend the annual Officer's Retreat on July 24 – 26, 2018 at Groveland, CA.

BACKGROUND INFORMATION:

The retreat is for new officers to plan activities for the 2018-2019 school year and to participate in leadership and team building activities. The students will be chaperoned by three advisors.

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):

This trip will not have a financial impact on the District; the Los Banos High School FFA student body will be responsible for all costs associated with this trip.

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School
Date: July 12, 2018

Board Reference Material

SUBJECT TITLE: Student Overnight Travel

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve student overnight travel for the Los Banos High School Varsity Girls' Tennis Team to attend a tennis tournament on September 7 – 8, 2018 in Clovis, California.

BACKGROUND INFORMATION:

There are over 100 schools participating in the California High School Girls' Tennis Classic. It is the biggest high school tournament in the country. This tournament will prepare us for the season and post season. The level of competition will greatly improve the girls' preparation for the season.

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 Board approval.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

10-12 players would attend.

1 Coach

1 Parent Driver

Entry Fee \$250.00

Lodging \$400.00

All costs would be paid out of the Girls' Tennis account.

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School

Date: July 12, 2018

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the Pacheco High School Cheer team traveling to UC Santa Cruz for the United Spirit Association cheer camp July 20-23, 2018.

BACKGROUND INFORMATION:

Pacheco High Cheer has participated in the USA cheer camp for the last several years. This has always been a great opportunity for the team to interact with other schools, develop their leadership skills, team building, learn new techniques, choreography and go through a stunt safety class. The team will be traveling in a district school bus and staying onsite in the UC Santa Cruz dorms.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This activity does not directly support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

This function and all associated costs will be paid for by the fundraising efforts of the PHS cheer squad

ORIGINATOR: Daniel Sutton – Principal Pacheco High School
Date: July 12, 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

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)

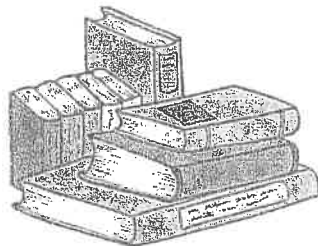
Any organization, agency or institution receiving obsolete instructional materials from the district shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent. (Education Code 60511)

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education
DATE: July 12, 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



Attached is a list of withdrawn titles submitted for board approval.

Date: June 7, 2018

Signature: [Signature]

Site: WVBS

Site Principal: [Signature]

6/7/18
Date

Paula Mastrangelo: [Signature]

6/11/18
Date

LBUSD Board of Trustees: _____
Date



Westside
Union
Elementary
School
Library

View All

DEBBIE PRICE

Log Out

Help

Home

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

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: 268 / Textbooks: 1

Grade Level

Overdue Library: 19 / 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	
7/10/2017	The story of Ferdinand (Copy: T 17432)	PB Leaf	\$8.50	6/26/2017	Renew Lost
9/22/2017	Junie B., first grader : one-man band (Copy: T 15760)	PB E Park	\$5.00	9/8/2017	Renew Lost
10/16/2017	Fuel up! : a girl's guide to eating well (Copy: T 7520)	613.2 Levchuck	\$17.95	9/13/2017	Renew Lost
5/10/2018	How to be a real person (in just one day) (Copy: T 9468)	F Warner	\$19.90	3/8/2018	Renew Lost
5/16/2018	Michael Recycle (Copy: T 20566)	[E] PB Bethel	\$4.99	5/2/2018	Renew Lost
5/22/2018	Ferret (Copy: T 18876)	E 636.976/628 Carr	\$29.50	5/8/2018	Renew Lost
6/6/2018	Abraham Lincoln preserving the union (Copy: T 16755)	VC 921 Lincoln	\$14.95	5/30/2018	Renew Lost
6/6/2018	Alex Rider Operation Stormbreaker (Copy: T 16021)	DVD Alex	\$12.00	5/30/2018	Renew Lost
6/6/2018	A cry in the wild (Copy: T 11583)	VC Cry	\$30.00	5/30/2018	Renew Lost
6/6/2018	Harriet the spy (Copy: T 11564)	VC Harriet	\$30.00	5/30/2018	Renew

6/6/2018	 Holes (Copy: T 12018 )	VC Holes	\$30.00	5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/6/2018	 James and the giant peach : a children's story (Copy: T 12017 )	VC James	\$30.00	5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/6/2018	 The miracle worker (Copy: T 11565 )	VC Miracle	\$30.00	5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/6/2018	 The odyssey (Copy: T 6044 )	VC Odyssey		5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/6/2018	 Shiloh 2 Shiloh season (Copy: T 6852 )	VC Shiloh	\$30.00	5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/6/2018	 Stuart Little (Copy: T 11630 )	VC Stuart	\$20.00	5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/6/2018	 Tall tale the unbelievable adventure (Copy: T 14611 )	VC 398 Tall	\$29.95	5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/6/2018	 Where the red fern grows (Copy: T 16756 )	DVD Where	\$21.96	5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/6/2018	 White wolves II legend of the wild (Copy: T 11631 )	VC White	\$20.00	5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 20,000 leagues under the sea (Copy: T 3238)	F Verne	\$14.44	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 145th Street : stories (Copy: T 10078)	SC Myers	\$12.76	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Abel's island (Copy: T 1369)	F Steig	\$15.00	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The absolutely true story- how I visited Yellowstone Park with the terrible Rupes (Copy: T 3489)	F Roberts	\$12.75	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Adam of the road (Copy: T 3747)	F Vining	\$16.14	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Adam of the road (Copy: T 8859)	F Vining	\$11.64	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The adventures of Huckleberry Finn (Copy: T 20816)	Fic Twain	\$7.99	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The adventures of Huckleberry Finn (Copy: T 3258)	F Twain	\$13.59	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The Adventures of Huckleberry Finn : "Tom Sawyer's comrade" (Copy: T 9562)	F Twain	\$8.26	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The adventures of Pinocchio (Copy: T 17338)	F Rizzi	\$10.95	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The adventures of Robinson Crusoe (Copy: T 17047)	F Vogel	\$8.00	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The adventures of	F Vogel	\$8.00	6/7/2018	<input type="button" value="Lost"/>

		Sherlock Holmes (Copy: T 17044)					<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		The Adventures of Tom Sawyer. (Copy: T 14541)	F Twain	\$14.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		The adventures of Tom Sawyer (Copy: T 3306)	F Twain	\$18.70	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		The adventures of Tom Sawyer (Copy: T 9663)	F Twain	\$8.26	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		After the dancing days (Copy: T 1155)	F Rostkowski	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Alice in Wonderland ; and, Through the looking glass (Copy: T 11809)	F Carroll	\$14.44	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Alice Rose & Sam : a novel (Copy: T 3200)	F Lasky	\$15.95	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Alice's adventures in Wonderland (Copy: T 3563)	F Carroll	\$14.95	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Alice's adventures in Wonderland (Copy: T 5588)	F Carroll	\$14.95	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Aliens, robots, and spaceships (Copy: T 18106)	809.3 Rovin	\$35.00	6/5/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		All Joseph wanted (Copy: T 3903)	F Radin	\$11.90	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		--and now Miguel (Copy: T 1838)	F Krumgold	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Anna is still here (Copy: T 3273)	F Vos	\$12.75	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Anne of Avonlea : an Anne of Green Gables story (Copy: T 5955)	F Montgomery	\$13.59	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Around the world in eighty days (Copy: T 3846)	F Verne	\$21.24	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Around the world in eighty days (Copy: T 7082)	F Verne	\$21.64	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Arthur, high king of Britain (Copy: T 3882)	F Morpurgo	\$18.70	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Bat 6 (Copy: T 4053)	F Wolff	\$14.41	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		The battle for the castle (Copy: T 4046)	F Winthrop	\$13.56	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Beauty (Copy: T 4661)	F Wallace	\$13.56	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Beauty (Copy: T 5957)	F Wallace	\$14.41	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Becoming Felix (Copy: T 3338)	F Wilson	\$13.60	6/7/2018		<input type="button" value="Renew"/>

6/13/2018	Bed-knob and broomstick F Norton (Copy: T 10430)	\$11.90	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	Belle Prater's boy (Copy: F White T 5162)	\$17.30	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	The bells of Christmas F Hamilton (Copy: T 3881)	\$15.26	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	Between the dragon and the eagle (Copy: T 3955)	\$15.95	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	Beyond providence (Copy: F Schnur T 3967)	\$10.20	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	The Birds' Christmas Carol (Copy: T 4084)	\$8.46	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	The black arrow : a tale of the two roses (Copy: F Stevenson T 9604)	\$23.80	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	Black Beauty (Copy: F Sewell T 5908)	\$12.71	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	Black elephant with a brown ear (in Alabama) (Copy: T 3795)	\$13.60	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	The black pearl. (Copy: F O'Dell T 5165)	\$27.12	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	Blackwater Swamp (Copy: F Wallace T 4048)	\$16.50	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	A blue-eyed daisy (Copy: F Rylant T 4004)	\$12.75	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	A blue-eyed daisy (Copy: F Rylant T 5976)	\$12.75	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	The Blue Hill Meadows F Rylant (Copy: T 12947)	\$8.50	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	The Borrowers aloft ; with the short tale, Poor Stainless (Copy: T 4450)	\$14.45	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	Boy2girl (Copy: T 15406)	\$13.00	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	A break with charity : a story about the Salem witch trials (Copy: T 9482)	\$11.65	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	Calico Captive (Copy: F Speare T 3303)	\$14.45	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	Camelot (Copy: T 4534)	\$16.96	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	Carry on, Mr. Bowditch F Latham (Copy: T 3187)	\$17.05	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	The castle in the attic F Winthrop (Copy: T 1227)	\$15.00	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	CatDog undercover (Copy: F Banks	\$10.95	6/7/2018	<input type="button" value="Lost"/>

T 11056)

							Renew
							Lost
6/13/2018	Cattail moon (Copy: T 3242)	F Thesman	\$13.60	6/7/2018			Renew
							Lost
6/13/2018	Choosing up sides (Copy: T 3246)	F Ritter	\$17.04	6/7/2018			Renew
							Lost
6/13/2018	The Christmas spurs (Copy: T 4675)	F Wallace	\$13.56	6/7/2018			Renew
							Lost
6/13/2018	Come morning (Copy: T 3956)	F Guccione	\$15.95	6/7/2018			Renew
							Lost
6/13/2018	The comeback dog (Copy: T 4136)	F Thomas	\$13.60	6/7/2018			Renew
							Lost
6/13/2018	Companions of the night (Copy: T 10011)	F Vande Velde	\$14.45	6/7/2018			Renew
							Lost
6/13/2018	Counting on grace (Copy: T 15646)	F Winthrop	\$8.50	6/7/2018			Renew
							Lost
6/13/2018	Crandalls' castle (Copy: T 13173)	F Wright	\$8.50	6/7/2018			Renew
							Lost
6/13/2018	The cuckoo's child (Copy: T 3483)	F Freeman	\$12.75	6/7/2018			Renew
							Lost
6/13/2018	Dancing on the bridge of Avignon (Copy: T 3272)	F Vos	\$12.71	6/7/2018			Renew
							Lost
6/13/2018	Danger along the Ohio (Copy: T 3210)	F Willis	\$12.75	6/7/2018			Renew
							Lost
6/13/2018	Dangerous skies (Copy: T 10338)	F Staples	\$13.60	6/7/2018			Renew
							Lost
6/13/2018	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 (Copy: T 3816)	F Hawes	\$21.81	6/7/2018			Renew
							Lost
6/13/2018	The dark-thirty : Southern tales of the supernatural (Copy: T 3886)	F McKissack	\$15.05	6/7/2018			Renew
							Lost
6/13/2018	A day no pigs would die. (Copy: T 3655)	F Peck	\$19.97	6/7/2018			Renew
							Lost
6/13/2018	Dear Napoleon, I know you're dead, but-- (Copy: T 3677)	F Woodruff	\$13.56	6/7/2018			Renew
							Lost
6/13/2018	Dicey's song (Copy: T 4017)	F Voigt	\$14.45	6/7/2018			Renew
							Lost
6/13/2018	A dog called Kitty (Copy: T 4814)	F Wallace	\$13.56	6/7/2018			Renew
							Lost
6/13/2018	The drummer boy of Vicksburg (Copy: T 3774)	F Wisler	\$13.59	6/7/2018			Renew
							Lost
6/13/2018	Dune messiah (Copy: T 9483)	F Herbert	\$12.64	6/7/2018			Renew

6/13/2018	 An Easter egg hunt (Copy: F Freeman T 1471)	\$15.00	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 Emma-Jean Lazarus fell in love (Copy: T 17403)	\$12.50	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 The eternal spring of Mr. Ito (Copy: T 6975)	\$8.30	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 The facts and fictions of Minna Pratt (Copy: T 4526)	\$14.89	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 Fantastic creatures : an anthology of fantasy and science fiction (Copy: T 1146)	\$15.00	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 The fellowship of the ring : being the first part of The lord of the rings (Copy: T 7024)	\$12.64	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 Finding our way : stories (Copy: T 12961)	\$8.50	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 A fine white dust (Copy: T 5081)	\$13.60	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 Finishing Becca : a story about Peggy Shippen and Benedict Arnold (Copy: T 9475)	\$11.65	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 The Firework-maker's daughter (Copy: T 10103)	\$13.56	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 The fledgling (Copy: T 4806)	\$14.25	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 A flight of angels (Copy: T 9007)	\$23.88	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 Friedrich (Copy: T 4554)	\$8.74	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 The Gentleman Outlaw and me-- Eli : a story of the Old West (Copy: T 4024)	\$8.30	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 George on his own (Copy: T 3689)	\$13.95	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 Ghosts don't get goose bumps (Copy: T 4690)	\$13.56	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 The golem : a version (Copy: T 3676)	\$16.11	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 The good master (Copy: T 8838)	\$10.64	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 Good night, Mr. Tom (Copy: T 8837)	\$10.60	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>
6/13/2018	 Great expectations (Copy: T 17039)	\$8.00	6/7/2018	<input type="button" value="Lost"/>
				<input type="button" value="Renew"/>

Check Out

6/13/2018	Gulliver's travels (Copy: T 12995)	F Swift	\$28.95	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Gully's travels (Copy: T 16989)	F Seidler	\$12.50	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Half-human (Copy: T 11354)	SC Half-human	\$13.56	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Hang a thousand trees with ribbons : the story of Phillis Wheatley (Copy: T 3807)	F Rinaldi	\$10.20	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Heidi (Copy: T 20563)	[Fic]Spyri	\$12.99	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Heidi (Copy: T 4507)	F Spyri	\$12.71	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	The hero and the crown (Copy: T 3715)	F McKinley	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	The hobbit, or, There and back again (Copy: T 10647)	F Tolkien	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	The Hobbit : or, There and back again (Copy: T 9699)	F Tolkien	\$10.66	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Hold fast to dreams (Copy: T 3782)	F Pinkney	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Homecoming (Copy: T 3738)	F Voigt	\$15.30	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Honey, baby, sweetheart (Copy: T 17155)	F Caletti	\$12.50	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Hope's crossing (Copy: T 3189)	F Goodman	\$12.75	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Horowitz horror : stories you'll wish you'd never read (Copy: T 16951)	SC Horowitz	\$12.76	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	The hunchback of Notre Dame (Copy: T 17038)	F Vogel	\$8.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	The hunchback of Notre-Dame (Copy: T 5910)	F Symonds	\$12.71	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	I am Regina (Copy: T 4349)	F Keehn	\$13.59	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	I am Regina (Copy: T 4529)	F Keehn	\$13.59	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	I, Juan de Pareja (Copy: T 5115)	F Trevino	\$8.71	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	The incredible journey (Copy: T 8851)	F Burnford	\$10.49	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	The invisible man (Copy: T 13900)	F Vogel	\$9.95	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	Island of the Blue	F O'Dell	\$15.00	6/7/2018	<input type="button" value="Renew"/>

		Dolphins. (Copy: T 6971)					<input type="button" value="Lost"/>
6/13/2018		The island on Bird Street (Copy: T 3313)	F Orlev	\$13.60	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Japanese children's favorite stories (Copy: T 1265)	SC Japanese	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Jo and the bandit (Copy: T 3915)	F Roberts	\$13.60	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		John Treegate's musket (Copy: T 6020)	F Wibberley	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Johnny Tremain : a novel for old & young (Copy: T 10059)	F Forbes	\$12.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Joseph's choice-- 1861 (Copy: T 7288)	F Pryor	\$8.50	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Journey outside (Copy: T 4790)	F Steele	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Journey to Jo'burg : a South African story (Copy: T 4367)	F Naidoo	\$14.89	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Journey to Topaz : a story of the Japanese-American evacuation (Copy: T 3471)	F Uchida	\$13.21	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		The jungle books (Copy: T 18218)	PB F Kipling	\$4.95	5/30/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		The jungle books (Copy: T 18219)	PB F Kipling	\$4.95	5/30/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		The junkyard dog (Copy: T 3868)	F Tamar	\$8.74	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		King of the Wind; (Copy: T 3908)	F Henry	\$13.56	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		The King's fifth (Copy: T 6972)	F O'Dell	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Kinship (Copy: T 3204)	F Krisher	\$13.56	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		The kitchen Madonna. (Copy: T 1931)	F Godden	\$15.00	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Knight's wyrd (Copy: T 9134)	F Doyle	\$11.65	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		The land (Copy: T 12378)	F Taylor	\$15.95	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Lena (Copy: T 1505)	F Woodson	\$8.50	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>
6/13/2018		Let my people go : Bible stories told by a freeman of color to his daughter, Charlotte, in Charleston, South Carolina, 1806-1816 (Copy: T 7393)	F McKissack	\$25.90	6/7/2018		<input type="button" value="Renew"/>
							<input type="button" value="Lost"/>

Check Out

6/13/2018	 Liars (Copy: T 4033)	F Petersen	\$12.75	6/7/2018	Renew
					Lost
6/13/2018	 The little riders (Copy: T 4492)	F Shemin	\$8.71	6/7/2018	Renew
					Lost
6/13/2018	 The little riders (Copy: T 4691)	F Shemin	\$8.71	6/7/2018	Renew
					Lost
6/13/2018	 Little town at the crossroads (Copy: T 4560)	F Wilkes	\$15.89	6/7/2018	Renew
					Lost
6/13/2018	 Little women (Copy: T 12989)	F Alcott	\$27.95	6/7/2018	Renew
					Lost
6/13/2018	 Little women (Copy: T 2982)	F Alcott	\$16.14	6/7/2018	Renew
					Lost
6/13/2018	 Little women (Copy: T 5905)	F Gerver	\$19.95	6/7/2018	Renew
					Lost
6/13/2018	 Little women (Copy: T 9569)	F Alcott	\$10.66	6/7/2018	Renew
					Lost
6/13/2018	 The maestro (Copy: T 4550)	F Wynne-Jones	\$14.41	6/7/2018	Renew
					Lost
6/13/2018	 The man who loved clowns (Copy: T 4530)	F Wood	\$14.44	6/7/2018	Renew
					Lost
6/13/2018	 The master puppeteer (Copy: T 1453)	F Paterson	\$15.00	6/7/2018	Renew
					Lost
6/13/2018	 Melitte (Copy: T 3742)	F Shaik	\$13.59	6/7/2018	Renew
					Lost
6/13/2018	 The minstrel's melody (Copy: T 15234)	F Tate	\$11.89	6/7/2018	Renew
					Lost
6/13/2018	 Missing May (Copy: T 4660)	F Rylant	\$16.21	6/7/2018	Renew
					Lost
6/13/2018	 Moreta, dragonlady of Pern (Copy: T 9123)	F McCaffrey	\$12.64	6/7/2018	Renew
					Lost
6/13/2018	 My friend Flicka (Copy: T 9797)	F O'Hara	\$9.76	6/7/2018	Renew
					Lost
6/13/2018	 My name is not Angelica (Copy: T 4082)	F O'Dell	\$15.30	6/7/2018	Renew
					Lost
6/13/2018	 A Newbery Christmas : fourteen stories of Christmas by Newbery Award-winning authors (Copy: T 3853)	SC Newbery	\$16.96	6/7/2018	Renew
					Lost
6/13/2018	 Newbery Halloween : a dozen scary stories by Newbery award-winning authors (Copy: T 7166)	SC Newbery	\$20.90	6/7/2018	Renew
					Lost
6/13/2018	 Night of the soul stealer (Copy: T 16563)	F Delaney	\$12.00	6/7/2018	Renew
					Lost
6/13/2018	 Oasis (Copy: T 3249)	F Maguire	\$12.71	6/7/2018	Renew
					Lost





6/13/2018	 Of nightingales that weep. (Copy: T 1455)	F Paterson	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 Of two minds (Copy: T 3895)	F Matas	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 On to Oregon (Copy: T 3714)	F Morrow	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The once and future king (Copy: T 10087)	F White	\$22.06	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 One of the third grade Thonkers (Copy: T 3902)	F Naylor	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The ornament tree (Copy: T 3251)	F Thesman	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The other side of silence (Copy: T 3779)	F Mahy	\$12.74	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The perilous gard (Copy: T 9244)	F Pope	\$11.64	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The phantom tollbooth (Copy: T 3756)	F Juster	\$16.96	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The phoenix and the carpet (Copy: T 11510)	F Nesbit	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 A place in the sun (Copy: T 3244)	F Rubalcaba	\$11.86	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 Presidents, pitchers, and passers. (Copy: T 1379)	SC Hurst	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The prince and the pauper : a tale for young people of all ages (Copy: T 9563)	F Twain	\$7.46	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The princess and the goblin (Copy: T 4161)	F MacDonald	\$18.70	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 Rabbit Hill (Copy: T 1147)	F Lawson	\$15.00	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 Rabble Starkey (Copy: T 3262)	F Lowry	\$13.60	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 Rachel Chance (Copy: T 3302)	F Thesman	\$12.75	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The Random House book of humor for children (Copy: T 10378)	SC Random	\$13.97	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The Random House book of sports stories (Copy: T 10377)	SC Random	\$13.97	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 Red sky at morning (Copy: T 4037)	F Wyman	\$13.56	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 Refugee boy (Copy: T 11323)	F Zephaniah	\$8.50	6/7/2018	<input type="button" value="Renew"/>
					<input type="button" value="Lost"/>
6/13/2018	 The remarkable journey	F Alexander	\$13.59	6/7/2018	<input type="button" value="Renew"/>

		of Prince Jen (Copy: T 3637)					Lost
6/13/2018		Riddle of the prairie bride (Copy: T 15229)	F Reiss	\$11.89	6/7/2018	Renew	Lost
6/13/2018		Rifles for Watie (Copy: T 5053)	F Keith	\$15.89	6/7/2018	Renew	Lost
6/13/2018		Roller skates (Copy: T 3970)	F Sawyer	\$8.74	6/7/2018	Renew	Lost
6/13/2018		Rookie of the year (Copy: T 9009)	F Tunis	\$11.65	6/7/2018	Renew	Lost
6/13/2018		Rowan Hood, outlaw girl of Sherwood Forest (Copy: T 10434)	F Springer	\$12.40	6/7/2018	Renew	Lost
6/13/2018		The Sandy Bottom Orchestra (Copy: T 3811)	F Keillor	\$15.89	6/7/2018	Renew	Lost
6/13/2018		Sarny, a life remembered (Copy: T 3852)	F Paulsen	\$13.56	6/7/2018	Renew	Lost
6/13/2018		The scariest night (Copy: T 4044)	F Wright	\$13.56	6/7/2018	Renew	Lost
6/13/2018		Search for the shadowman (Copy: T 3854)	F Nixon	\$13.56	6/7/2018	Renew	Lost
6/13/2018		Searching for dragons (Copy: T 3805)	F Wrede	\$14.41	6/7/2018	Renew	Lost
6/13/2018		Secrets at Hidden Valley (Copy: T 3230)	F Roberts	\$13.60	6/7/2018	Renew	Lost
6/13/2018		The shadow children (Copy: T 3694)	F Schnur	\$15.93	6/7/2018	Renew	Lost
6/13/2018		Shadow of a bull (Copy: T 4032)	F Wojciechowska	\$13.60	6/7/2018	Renew	Lost
6/13/2018		Shadow of a bull (Copy: T 6029)	F Wojciechowska	\$15.00	6/7/2018	Renew	Lost
6/13/2018		Shane (Copy: T 9978)	F Schaefer	\$15.30	6/7/2018	Renew	Lost
6/13/2018		The shimmershine queens (Copy: T 7308)	F Yarbrough	\$15.00	6/7/2018	Renew	Lost
6/13/2018		Sign of the dove (Copy: T 3495)	F Fletcher	\$14.45	6/7/2018	Renew	Lost
6/13/2018		Silent thunder : a Civil War story (Copy: T 14759)	F Pinkney	\$6.99	6/7/2018	Renew	Lost
6/13/2018		Sister (Copy: T 4571)	F Greenfield	\$13.56	6/7/2018	Renew	Lost
6/13/2018		The slave dancer : a novel (Copy: T 1834)	F Fox	\$15.00	6/7/2018	Renew	Lost
6/13/2018		Small Wolf. (Copy: T 1264)	E Benchley	\$15.00	5/30/2018	Renew	Lost

6/13/2018	A solitary blue (Copy: T 3907)	F Voigt	\$15.30	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	The song of the Magdalene (Copy: T 3987)	F Napoli	\$13.56	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Sons from afar (Copy: T 1235)	F Voigt	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Steal away home (Copy: T 4973)	F Ruby	\$13.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	The storyteller's daughter (Copy: T 3288)	F Thesman	\$13.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	The strange case of Baby H (Copy: T 15225)	F Reiss	\$11.89	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Straw into gold (Copy: T 10410)	F Schmidt	\$10.95	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Streams to the river, river to the sea : a novel of Sacagawea (Copy: T 4133)	F O'Dell	\$13.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	A string in the harp (Copy: T 4815)	F Bond	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Sugar isn't everything : a support book, in fiction form, for the young diabetic (Copy: T 9496)	F Roberts	\$10.60	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	The suitcase kid (Copy: T 3863)	F Wilson	\$13.56	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Summer of my German soldier. (Copy: T 1613)	F Greene	\$15.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	A sunburned prayer (Copy: T 4016)	F Talbert	\$11.90	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	The Swiss family Robinson (Copy: T 4350)	F Wyss	\$14.41	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	The Swiss family Robinson (Copy: T 4508)	F Wyss	\$14.41	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Switching well (Copy: T 3740)	F Griffin	\$14.45	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Take a chance, Gramps! (Copy: T 8881)	F Okimoto	\$9.64	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Tallahassee Higgins (Copy: T 5995)	F Hahn	\$8.74	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Tearaways (Copy: T 3838)	SC Klein	\$11.04	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	Thank you, Dr. Martin Luther King, Jr.! (Copy: T 8818)	F Tate	\$9.64	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	The Prince and the Pauper. (Copy: T 17040)	F Twain	\$8.00	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/13/2018	The thief (Copy: T 3796)	F Turner	\$12.75	6/7/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>

6/13/2018	 Thomas (Copy: T 1052)	F Pryor	\$8.50	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The three musketeers (Copy: T 17041)	F Vogel	\$8.00	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Through Grandpa's eyes (Copy: T 4580)	F MacLachlan	\$14.89	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Time enough for drums (Copy: T 9499)	F Rinaldi	\$10.15	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 To race a dream (Copy: T 3294)	F Savage	\$13.60	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 To ride the gods' own stallion (Copy: T 7280)	F Wilson	\$8.50	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Treasure Island (Copy: T 17066)	F Stevenson	\$8.00	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The trial : a novel (Copy: T 13959)	F Bryant	\$15.00	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The trouble with Tuck (Copy: T 4086)	F Taylor	\$17.01	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Ugly (Copy: T 15628)	F Napoli	\$12.00	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Under the cat's eye : a tale of morph and mystery (Copy: T 10021)	F Rubinstein	\$10.00	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Unfinished dreams : a novel (Copy: T 3900)	F Zalben	\$13.60	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The voyage of The Arctic Tern (Copy: T 14780)	F Montgomery	\$6.29	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Walking to the bus-rider blues (Copy: T 7281)	F Robinet	\$8.50	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Watership Down (Copy: T 3511)	F Adams	\$23.37	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 What Were the Twin Towers? (Copy: T 35060)	PB 725 O'Conner	\$5.99	5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 When pigs fly (Copy: T 12921)	F Wood	\$8.50	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 White Fang (Copy: T 6190)	PB F London	\$5.99	5/30/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 Willow King (Copy: T 3753)	F Platt	\$12.75	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The wind in the willows (Copy: T 11371)	F Grahame	\$22.06	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The wind in the willows (Copy: T 3680)	F Grahame	\$19.95	6/7/2018	<input type="button" value="Lost"/>
					<input type="button" value="Renew"/>
6/13/2018	 The witch of Blackbir	195 ^F Speare	\$13.60	6/7/2018	<input type="button" value="Lost"/>

Pond (Copy: T 5063)

6/13/2018	 Wolf by the ears (Copy: T 9457)	F Rinaldi	\$10.64	6/7/2018
6/13/2018	 World series (Copy: T 8966)	F Tunis	\$9.60	6/7/2018
6/13/2018	 Would my fortune cookie lie? (Copy: T 3276)	F Pevsner	\$12.71	6/7/2018
6/13/2018	 Young George Washington : the making of a hero (Copy: T 3896)	F Rosenberg	\$16.80	6/7/2018

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Board Reference Material

SUBJECT TITLE: **Disposal of Obsolete Electronic Equipment**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

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

BACKGROUND INFORMATION:

District staff has indicated that numerous computers and other electronic equipment has become inoperable and/or obsolete and are no longer being used by the District. A list of the obsolete equipment is attached.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

Monies received from the disposal of surplus property shall be placed in the General Fund.

ORIGINATOR: Garth Gomes, Information Systems Manager

Date: July 12, 2018

EX.	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
1	Copier	Minolta EP 4320	3113122	1	07302	Beyond Repair
1	Tablets	Apple iPad 2 model A1395	DN6FVFHUFDJ0	1	9405	Obsolete
2	Tablets	Apple iPad 2 model A1395	DR6HPCD6DFHW	1	10519	Obsolete
3	Tablets	Apple iPad model A1219	GB022CK9Z3A	1	9156	Obsolete
4	Tablets	Apple iPad model A1219	HW11009RZ3A	1	9122	Obsolete
5	Tablets	Apple iPad model A1219	V5020807Z3A	1	9163	Obsolete
6	Tablets	Apple iPad model A1219	GB012DC0Z3A	1	9155	Obsolete
7	Tablets	Apple iPad model A1219	GB020GEDZ3A	1	9157	Obsolete
8	Tablets	Apple iPad model A1219	GB021CYKZ3A	1	9152	Obsolete
9	Tablets	Apple iPad model A1219	HW1100B6Z3A	1	9126	Obsolete
10	Tablets	Apple iPad model A1219	HW1100DAZ3A	1	9125	Obsolete
11	Tablets	Apple iPad model A1219	HW1100HNZ3A	1	9133	Obsolete
12	Tablets	Apple iPad model A1219	HW1100HAZ3A	1	9132	Obsolete
13	Tablets	Apple iPad model A1219	HW11007WZ3A	1	9136	Obsolete
14	Tablets	Apple iPad model A1219	HW110142Z3A	1	9150	Obsolete
15	Tablets	Apple iPad model A1219	HW11016NZ3A	1	9149	Obsolete
16	Tablets	Apple iPad model A1219	HW1100AEZ3A	1	9124	Obsolete
17	Tablets	Apple iPad model A1219	HW1072YJZ3A	1	9140	Obsolete
18	Tablets	Apple iPad model A1219	HW11008AZ3A	1	9137	Obsolete
19	Tablets	Apple iPad model A1219	HW1100DNZ3A	1	9123	Obsolete
20	Tablets	Apple iPad model A1219	HW11014XZ3A	1	9144	Obsolete
21	Tablets	Apple iPad model A1219	HW11016SZ3A	1	9141	Obsolete
22	Tablets	Apple iPad model A1219	CQ21002NZ3A	1	9932	Obsolete
23	Tablets	Apple iPad model A1219	HW1100C9Z3A	1	9138	Obsolete
24	Tablets	Apple iPad model A1219	HW11015PZ3A	1	9145	Obsolete
25	Tablets	Apple iPad model A1219	HW1100B7Z3A	1	9134	Obsolete

*STATUS:
 OBSOLETE
 REPAIR NEEDED
 BEYOND REPAIR

Pacheco High School						
	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
1	printer	HP LJP4515n	CNDY845704	1	N/A	Beyond Repair
2	printer	HP LJP4515n	CNDY846474	1	N/A	Beyond Repair
3	printer	HP LJP4515n	CNDY845538	1	N/A	Beyond Repair
4	printer	BROTHER MFC-8460N	U61508E7J432694	1	N/A	Beyond Repair
5	laptop	MACBOOK PRO MID 2010	W80296FCAGU	1	09944	Beyond Repair
6	laptop	MACBOOK PRO MID 2010	W80229D9AGU	1	09796	Beyond Repair
7	laptop	MACBOOK PRO MID 2009	W892648M7XJ	1	09589	Beyond Repair
8	laptop	MACBOOK PRO MID 2012	C02JM1KAF1G3	1	0724	Beyond Repair
9	laptop	MACBOOK PRO MID 2010	W80296HRAGU	1	09939	Beyond Repair
10	laptop	MACBOOK PRO MID 2010	W80296JEAGU	1	09950	Beyond Repair
11	laptop	MACBOOK PRO MID 2010	W80296HYAGU	1	099474	Beyond Repair
12	laptop	MACBOOK PRO MID 2012	C02HW40LDV33	1	10529	Beyond Repair
13	laptop	MACBOOK PRO MID 2010	W80296J7AGU	1	09935	Beyond Repair
14	Apple TV	Apple TV 3RD GEN	C0HKHK2NFF54	1	N/A	Beyond Repair
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