

POSTED: 4-6-18

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

**LOS BANOS UNIFIED SCHOOL DISTRICT
GOVERNING BOARD OF EDUCATION
REGULAR MEETING
Los Banos City Council Chambers
520 J Street – Los Banos, CA 93635**

**Thursday, April 12, 2018
6:30 P.M. – Closed Session
7:00 P.M. – Regular Meeting**

AGENDA

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

I. OPENING BUSINESS

A. Call Public Session to Order

B. Roll Call of Board Members Present

Dennis Areias	Gary Munoz
Margaret Benton	Anthony Parreira
Megan Goin	Marlene Smith
Ray Martinez	Kyle Jackson

C. Study Session: (6:00)

1. Volunteer/Visitor Policies and Procedures

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

1. Student Discipline: Cases # 3194978567, #5503871, #3174253367, #5191907692, #7114296216, #3146540927, #5502765, #5501269, #9192174851 (Action)
2. Compromise & release agreement: OAH case No. 2018030839. (Section 54956.9(a) of the California Government Code)

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

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA

Motion by _____ Seconded by _____
Proposed Action: Approve Agenda

V. **PUBLIC HEARING**

Public Presentations:

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

General Public Comment:

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

Public Comment on Agenda Items:

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

VI. **RECOGNITION/INTRODUCTIONS**

1. Kyle Jackson, LBHS Student Representative, will be recognized for his service on the Board.
2. District Autism Awareness Month
3. American Legion Post will introduce this year's candidates to Boy's State

VII. **REPORTS**

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

VIII. **NEW BUSINESS**

- A. Full and Fair Funding of California's Public Schools (Page 6) **5 Min.**

It is recommended the Board adopt Resolution #12-18 Calling for Full and Fair Funding of California's Public Schools.

Motion By _____ Seconded By _____
Proposed Action: Adopt Resolution. **(ROLL CALL VOTE)**

- B. Volunteers and Workers' Compensation Resolution (Page 9) **5 Min.**

It is recommended the Board adopt Resolution #10-18 designating persons performing volunteer services without pay for the school district or county superintendent as employees for the limited purpose of qualifying for workers' compensation insurance coverage under California Labor Code Sections 3200, et seq.

Motion By _____ Seconded By _____
Proposed Action: Adopt Resolutions. **(ROLL CALL VOTE)**

- C. Award Recommendation – Volta Elementary (Page 11) **5 Min.**

It is recommended the Board approve the low bid of \$723,926 from Alameda Construction for the Volta Elementary Modularity Project and authorize the Superintendent or Designee to sign contract documents and issue the Notice to Proceed.

Motion By _____ Seconded By _____
Proposed Action: Approve

- D. Board Policy (First Read) (Page 12) **5 Min.**

It is recommended the Board declare its intent to adopt the changes detailed in the attached AR-5131.1 in order to comply with current practice.

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

IX. CONSENT CALENDAR

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

- A. Approval of Minutes
1. Regular Meeting, March 8, 2018 (Page 16)
- B. Personnel Actions
1. Report of Certificated Employment (Page 22)
2. Report of Classified Employment (Page 23)
- C. Certificated Contracts, 2018-19 (Page 24)

It is recommended the Board approve a list of certificated staff to be offered contracts for 2018-19.

D. Permanent Employee Status 2018-19 (Page 38)

It is recommended the Board approve permanent status be granted to eligible staff as submitted.

E. Monthly Fiscal Report (Page 40)

The monthly Fiscal Report is provided for informational purposes.

F. Student Organization Review/Approval (Page 49)

It is recommended the Board approve the updated list of student organizations/clubs from Los Banos High School to include the addition of the "American Red Cross".

G. Williams Complaint Summary (Page 50)

It is recommended the Board approve the January-March Williams Complaint Summary as submitted.

H. Mandated Policy Changes/Updates (Second Reading) (Page 51)

It is recommended the Board adopt the following revision to policy AR 6146.11 Marching Band for PE Credit.

I. Contracts/Agreements

1. Agreement, Teachers College of San Joaquin, Student Teacher Agreement (Page 54)
2. Agreement, Fresno State University, Student Teacher Agreement (Page 60)
2. Agreement, Cardiac Science Automated External Defibrillators (AED) (Page 67)
3. Agreement, City of Los Banos and Los Banos Unified School District (Page 72)
4. Agreement, ODELL Planning & Research, Inc., PHS CEQA (Page 76)
5. Agreement, Frontline Education, Absence & Substitute Management (Page 79)

J. Overnight/Out-of-State Travel

1. LBHS Boys' Basketball Team, Cougar Summer Classic, Sparks/Reno NV, June 15-17, 2018 (Page 87)
2. CE Students, MESA Day Regional Competition, UC, Santa Barbara, April 21-22, 2018 (Page 88)
3. CJH Students, MESA Day Regional Competition, UC, Santa Barbara, April 21-22, 2018 (Page 89)
4. RME 6th Graders, Jack L. Boyd Outdoor School, May 8-11, 2018 (Page 90)

K. Disposal of Obsolete Equipment (Page 91)

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

L. Obsolete Books (Page 93)

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

M. Approval/Ratification of Warrants

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

X. REPORTING CLOSED SESSION ACTION

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

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

XII. CLOSED SESSION (If necessary)

XIII. REPORT OF CLOSED SESSION ACTION (If necessary)

The Board will report if action was taken in closed session

XIV. ADJOURNMENT

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

Board Reference Material

SUBJECT TITLE: Full and Fair Funding of California's Public Schools

REQUESTED ACTION: Adopt

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt Resolution #12-18 Calling for Full and Fair Funding of California's Public Schools.

BACKGROUND INFORMATION:

In order to meet the growing needs of California's 6.2 million public school students and address the financial challenges faced by rising costs, CSBA has developed a Full and Fair Funding Resolution for adoption by its nearly 1,000 member school districts and county offices of education. The resolution highlights the threat that underinvestment in schools poses to our communities and calls on the State to meet its responsibilities to today's students and to California's future.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports all Los Banos Unified School District Board Goals.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

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

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

Resolution #12-18

**Resolution Calling for Full and Fair Funding
of California's Public Schools**

WHEREAS, California has the sixth largest economy in the world, and the largest Gross Domestic Product (GDP) of any state in the nation; and

WHEREAS, despite California's leadership in the global economy, the state falls in the nation's bottom quintile on nearly every measure of public K-12 school funding and school staffing; and

WHEREAS, California ranks 45th nationally in the percentage of taxable income spent on education, 41st in per-pupil funding, 45th in pupil-teacher ratios and 48th in pupil-staff ratios; and

WHEREAS, K-12 school funding has not substantially increased, on an inflation-adjusted basis, for more than a decade; and

WHEREAS, under the Local Control Funding Formula (LCFF), state funding for K-12 schools has only this year recently returned to levels predating the Great Recession of 2007; and

WHEREAS, the modest revenue increases since the implementation of LCFF have been eroded by rapidly increasing costs for health care, pensions, transportation and utilities; and

WHEREAS, 58 percent of California's public school students are eligible for free and reduced-price lunch — 13 percent above the national average — and 23 percent of California students are English learners, more than twice the national average; and

WHEREAS, California's investment in public schools is out of alignment with its wealth, its ambitions, its demographics and the demands of a 21st-century education; and

WHEREAS, in 2007, a bipartisan group of California leaders commissioned a report titled *Getting Down to Facts*, which stated it would take an additional \$17 billion annually to meet the State Board of Education achievement targets for K-12 schools; and

WHEREAS, in 2016, a California School Boards Association (CSBA) report, *California's Challenge: Adequately Funding Education in the 21st Century*, updated the *Getting Down to Facts* data and determined that, adjusting for inflation, an additional \$22 billion to \$40 billion annually would be required to provide all public school students with access to a high-quality education; and

WHEREAS, California funds schools at roughly \$1,961 per student less than the national average, which translates to approximately \$3,462 per student when adjusted for California being a high-cost state; and

WHEREAS, California trails the average of the top 10 states by almost \$7,000 in per-pupil funding; and

WHEREAS, in *Robles-Wong v. State of California*, a group of plaintiffs led by CSBA argued that California’s school funding system violated Article IX of the State Constitution by denying all students access to an education that prepares them for economic security and full participation in our democratic institutions; and

WHEREAS, the California Supreme Court declined to hear the case by a 4-3 margin, prompting Justice Goodwin H. Liu to write: “It is regrettable that this court, having recognized education as a fundamental right in a landmark decision 45 years ago [*Serrano v. Priest* (1971) 5 Cal.3d 584], should now decline to address the substantive meaning of that right.”; and

WHEREAS, in order to prepare our students for participation in a democratic society and an increasingly competitive, technology-driven global economy, California must fund schools at a level sufficient to support student success; and

WHEREAS, despite its vast wealth, California has consistently underfunded public education while widening its scope, adding new requirements and raising standards without providing appropriate resources to prepare all students for college, career and civic life; and

WHEREAS, if California is to close opportunity and achievement gaps and create a public school system that offers consistently high levels of education, the State must provide schools with the resources to meet the needs of their specific populations;

NOW, THEREFORE BE IT RESOLVED, that the members of the governing board of the Los Banos Unified School District of Merced County, State of California urges the State Legislature to fund California public schools at the national average or higher by the year 2020, and at a level that is equal to or above the average of the top 10 states nationally by 2025 and to maintain, at a minimum, this level of funding until otherwise decreed.

Adopted this 12th day of the month of April 2018.

Motion made by: _____

Second made by: _____

List members voting “aye:” _____

List members voting “no:” _____

List members abstaining: _____

List members not present: _____

President, Board of Education
Los Banos Unified School District

Secretary, Board of Education
Los Banos Unified School District

Board Reference Material

SUBJECT TITLE: **Volunteers and Workers' Compensation Insurance**

REQUESTED ACTION: Adopt

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board adopt the attached Resolution #10-18.

BACKGROUND INFORMATION:

An injured volunteer who is covered under a volunteer board resolution is limited to the California Workers' Compensation statutory benefits (medical, wage loss, permanent disability). If there is no volunteer board resolution in place, the injured volunteer can file a liability claim against the District allowing the volunteer to claim additional money for such things as pain and suffering and in some cases punitive damages. These awards greatly increase the amount of a claim. In addition, the volunteer may also choose to file a suit in civil court where a judge or jury would get to decide on the amount paid to the injured volunteer.

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):

There is no cost attached to this, only avoiding a potential cost.

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

LOS BANOS UNIFIED SCHOOL DISTRICT

RESOLUTION # 10-18

RESOLUTION DESIGNATING PERSONS PERFORMING VOLUNTEER SERVICES WITHOUT PAY FOR THE SCHOOL DISTRICT OR COUNTY SUPERINTENDENT AS EMPLOYEES FOR THE LIMITED PURPOSE OF QUALIFYING FOR WORKERS' COMPENSATION INSURANCE COVERAGE UNDER CALIFORNIA LABOR CODE SECTIONS 3200, ET SEQ.

WHEREAS, persons who perform volunteer services without pay for a school district or county superintendent are not currently covered by Workers' Compensation insurance since they do not fall within the definition of "employee" as defined by California Labor Code, section 3351 and 3351.5, which governs eligibility for Workers' Compensation Insurance coverage, and are in fact specifically excluded from such designation by Labor Code section 3352, subdivision (i); and

WHEREAS, the state legislature has seen fit, by passing Labor Code section 3364.5, to provide that in certain circumstances where persons perform volunteer services for a school district or county superintendent, such persons may be deemed employees of the school district or county superintendent while performing such service in order to qualify for Workers' Compensation Insurance coverage, provided the governing body of the school district or county superintendent has adopted a resolution so declaring; and

WHEREAS, this school district or county superintendent desires to provide, as authorized by the Labor Code, Workers' Compensation Insurance coverage to persons who perform volunteer services without pay on its behalf;

NOW, THEREFORE, BE IT RESOLVED that the governing board of the Los Banos Unified School District, under the Authority of California labor Code 3364.5 adopts and declares the following:

All persons who perform volunteer services without pay for the Los Banos Unified School District, while performing such volunteer services, hereby designated "employees" for the limited purpose of qualifying for Workers' Compensation Insurance coverage under California Labor Code sections 3200, et seq.

BE IT FURTHER RESOLVED that "volunteer services without pay" is defined for purposes of this resolution as services performed by any person who receives no remuneration other than remuneration for meals, transportation, lodging, or reimbursement of any other incidental expenses associated with such volunteer services.

AND BE IT FURTHER RESOLVED that the effective date of the Resolution shall be
April 12, 2018.

PASSED AND ADOPTED this 12 day of April, 2018, by the following vote:

Ayes: _____

Signed: _____

Noes: _____

Absent: _____

Signed: _____

Board Reference Material

SUBJECT TITLE: Volta Elementary Modulars Project

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the low bid of \$723,926 from Alameda Construction for the Volta Elementary Modulars Project and authorize the Superintendent or Designee to sign contract documents and issue the Notice to Proceed.

BACKGROUND INFORMATION:

The bid process for the Volta Elementary Modulars Project is complete and the bids were as follows:

\$723,926	Alameda Construction
\$755,350	Harris Builders, Inc.

Awarding a contract enables the project to move forward 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:

\$to \$723,926 be paid from the Developer Fees Fund #25.

ORIGINATOR: Don Laursen - Assistant Superintendent, Administrative Services
DATE: April 12, 2018

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-5131.1 in order to comply with current practice.

BACKGROUND INFORMATION:

Administrative Regulation AR-5131.1 was last updated in 2009 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: April 12, 2018

Los Banos USD

Administrative Regulation

Bus Conduct

AR 5131.1
Students

Bus Rider Rules

The following rules apply at all times when students are riding a school bus, including when on school activity trips:

1. Riders shall follow the instructions and directions of the bus driver at all times.

(cf. 3542 - School Bus Drivers)

2. Riders should arrive at their designated bus stop on time and stand in a safe place at the stop to wait quietly for the bus.

(cf. 3541 - Transportation Routes and Services)

3. Riders shall enter the bus in an orderly manner and go directly to their seats.

4. Riders shall sit down and fasten any passenger restraint systems. Riders shall remain seated while the bus is in motion.

5. Riders shall not block the aisle or emergency exit with their body or personal belongings. Riders may bring large or bulky items, such as class projects or musical instruments, on the bus only if the item does not displace any other rider or obstruct the driver's vision.

6. Riders should be courteous to the driver and to fellow passengers. Vulgarity, rude, or abusive behavior is prohibited.

7. Any noise or behavior that could distract the driver, such as loud talking, scuffling or fighting, throwing objects, or standing or changing seats, is prohibited and may lead to suspension of riding privileges.

(cf. 5144 - Discipline)

8. Riders shall not use tobacco products, eat, or drink while riding the bus.

(cf. 5131.62 - Tobacco)

9. Riders may bring electronic devices onto the bus only if such devices are permitted at

school. If the use of cellular telephones or similar devices disrupts the safe operation of the school bus, the bus driver may direct the student to no longer use the device on the bus.

(cf. 5131 - Conduct)

10. Riders shall not put any part of the body out of the window nor throw any item from the bus.

11. Riders shall help keep the bus and the area around the bus stop clean. Riders shall not damage or deface the bus or tamper with bus equipment. Any students found tampering or defacing bus equipment will be responsible for the cost of any necessary repairs or replacements.

12. Service animals are permitted on school transportation services; all other animals are prohibited. (Education Code 39839; 13 CCR 1216)

(cf. 6163.2 - Animals at School)

13. Upon reaching their destination, riders shall remain seated until the bus comes to a complete stop and upon the signal from the driver, unfasten any restraint system, enter the aisle, and go directly to the exit.

14. Riders should be alert for traffic when leaving the bus and shall follow the district's transportation safety plan when crossing the road and exiting the bus.

(cf. 3543 - Transportation Safety and Emergencies)

~~The driver or any passenger shall report any violation of the district's bus rules to the principal or designee. The principal or designee shall notify the student's parent/guardian of the misbehavior, determine the severity of the misconduct, and take action accordingly. In instances of a severe violation or repeated offenses, the rider may be denied transportation for a period of time determined appropriate by the principal or designee.~~(replace see paragraph below)

Any individual shall report any violation of the district's bus rules to the driver. The driver shall notify the student's parent/guardian and principal of the misbehavior, determine the severity of the misconduct, and take action accordingly. In instances of a severe violation or repeated offenses, the rider may be denied transportation for a period of time determined appropriate by the driver and transportation supervisor.

~~Bus drivers shall not deny transportation services except as directed by the principal or designee.~~(delete)

Bus Surveillance Systems

The Superintendent or designee shall monitor the use and maintenance of the district's bus surveillance system. Students are prohibited from tampering with the bus surveillance system. Any student found tampering with the system shall be subject to discipline and shall be

responsible for the costs of any necessary repairs or replacement.

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism, Theft and Graffiti)

Camera supports may be installed in all buses. Cameras may be rotated among the buses and activated at the discretion of the Superintendent or designee.

The content of any recording is a student record and may only be accessed in accordance with the district's policy and administrative regulation concerning student records.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Regulation	LOS BANOS UNIFIED SCHOOL DISTRICT
approved:	May 8, 1997 Los Banos, California
revised:	March 12, 2009

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
March 8, 2018

City Hall

Mr. Parreira called the meeting to order at 5:45 P.M.	Call to Order
PRESENT: Mr. Areias, Ms. Benton, Ms. Goin, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith	Roll Call
A Second Interim budget study session was held prior to the beginning of the meeting and Mr. Geoff Reader, Cardiac Science Representative, gave a presentation on Automated External Defibrillators (AED).	Study Session
A closed session was held at 6:24 P.M. for Public Employees: Discipline/Dismissal/Release/Reassignment (Section 54957) (Action); Student Discipline: Cases #2158536565 (Action); Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: Confidential, CSEA, LBTA (No action).	Closed Session
The regular meeting was opened by Mr. Parreira at 7:11 P.M.	Regular Meeting
The audience was led in the Pledge of Allegiance by Mercey Springs Elementary School Principal, Mr. Eric Sowersby.	Pledge of Allegiance
On a motion by Member Benton, seconded by Member Martinez, Trustees approved the agenda as submitted. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0; Motion carried	Approval of Agenda
Ms. Geneva Brett came forward and thanked the Board for the Pacheco and 11 th street crossing guards. As a representative of the American Legion Auxiliary, she provided applications for those interested to buying grave markers, allowing an American flag to be placed at the grave site of Veterans buried at the local cemetery.	Public Forum
Pacheco High School Student Representative, Marielle Gimeno, reported on the many activities at Los Banos and Pacheco High Schools.	Student Report
Jason Walsh, LBTA President, came forward and read the correspondence he recently sent to the Los Banos Teacher's Association explaining the bond and asking for teachers to support the bond. He asked the board to vote yes on agenda Item A, stating when you invest in a community; you receive a community worth living in. Mr. Parreira thanked Mr. Walsh for the support.	LBTA Report
No Report	CSEA Report

Dr. Marshall acknowledged Los Banos High School for their recent WASC visit and congratulated them on receiving WASC Accreditation. He thanked Mr. Parreira and Mr. Martinez for attending the recent Safety Summit, thanked Mr. Munoz and Ms. Benton for attending the Informational Breakfast relative to the Bond at PHS. He reported that his March Message will be sent out soon and he welcomed Dr. Schindler from California State University-Los Angeles/Alliance for the Study of School Climate, who will speak later in the meeting. He provided an update on the Volta expansion project, reporting that due to the CEQA process, the District will only be allowed four modular classrooms instead of seven classrooms that were originally projected.

Superintendent's
Report

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

Facilities Report

Ms. Benton welcomed everyone to the meeting. She said the Pacheco and 11th street crossing guards are doing a great job, but she is still very concerned about the Caltrans timeframe for the installation of the traffic light. She said they are scheduled to install cross walk lights by April or May but the installation of a traffic light is scheduled for 2023. She voiced concern that that date was unacceptable and urged everyone to call Caltrans and voice their concern. She recently attended the Redemption for Gertie Greene a play presented by Creekside Junior High School. She also attended the Merced County Schools Annual Education Report at the Los Banos Community Center and was pleased to hear Los Banos has the highest graduation rate in Merced County. She recently read a Dr. Seuss book to students at Mercey Springs Elementary and Los Banos Elementary, helped at the PHS practice interview day, and she wished everyone an enjoyable spring break. Mr. Munoz said he was very impressed with a play he recently attended at CJH, will be attending the PHS Career Fair next week, and he is looking forward to the upcoming LBHS Little Mermaid Performance. He attended the FFA Appreciation Luncheon at LBHS and thanked McCullough for inviting him. He said he is very impressed with Nancy Velador and staff for the hard work they put into the EL workshops. He said he will be attending the PHS Grease performance on March 23rd and encouraged everyone to attend. He thanked Mr. Sowersby, Ms. Baker and Ms. Leonard for inviting him to Read Across America event. Mr. Areias said with the recent events in Florida, he has been researching what other states and school districts are doing to improve school safety. He said that he is also concerned about the high speed rail as it pertains to the location near Volta Elementary School. He said it is very important that the Bond is passed and if it passes the District spend the money wisely and use the funds correctly money. He said if the State would give the District the money it owes for schools recently built, the District would not need to pass a bond. He said he has been following the District Budget and it is very important that everyone realize money will be tight once the LCFF is fully funded the money will be at a constant level and not increasing. With revenues and expenses growing we need to spend wisely. He thanked the City for helping with the funding for the crossing guards and putting pressure on Caltrans to move forward with the traffic light. He reminded everyone that the CEQA process at Volta that will only allow for four new modular's rather than the seven that are needed. He recently participated in Read Across America at MSE, attended the play at CJH, and has been busy with LBHS judging team, 4-H and FFA students have been busy at his farm preparing their animals for spring events. Ms. Smith attended the FFA Sweetheart Dance, CJH play, and the Merced County Schools Annual Education Report. She thanked Dr. Marshall, Ms Min Yuan and Ms. Allison Aguilar all of their help organizing the Automated External Defibrillators

Trustee Reports

(AED) informative presentation that was offered earlier this evening. She said that AED's are close to her heart and an important life saving measure that could save someone's life if available at every school site. She also read at LBE and thanked Ms. Leonard for the invitation. Ms. Goin reported that she read at CE, she is very excited about AED's being available at the sites. She thanked everyone for continued work. Mr. Martinez welcomed everyone to the meeting, thanked administration and staff for their hard work, and recently read to students at the school sites. He said he is working on a Facebook page for District 7 and was very impressed with the safety summit meeting. He said safety is a huge concern to him. Mr. Parreira also read to students at LBE and MSE, attended the City Council meeting where Caltrans did a presentation and thanked Mr. Mike Villalta and the City Council for their help with the 11th Street crossing.

On motion by Member Areias, seconded by Member Martinez, Trustees adopted Resolution #06-18 to place a 55% General Obligation Bond Measure on the June 2018 Ballot. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0; Motion carried

June Bond Measure

Dr. John Shindler, California State University, Los Angeles Alliance for the Study of School Climate (ASSC), provided an informational report regarding creating a plan for District to strategically align its resources with the identified needs of the community

Strategic Plan Process

Mr. Amer Iqbal, Fiscal Services Director, provided a report on the Second Interim Budget. On a motion by Member Areias, seconded by Member Munoz, Trustees approved the Second Interim Report and certified the District can meet its financial obligations for the current and subsequent two years. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Second Interim Report

On a motion by Member Martinez, seconded by Member Smith, Trustees adopted Resolutions #07-18 Volunteer Recognition Week, April 15-22, 2018; #08-18 Day of the Teacher, May 9, 2018; #09-18 Classified School Employees' Week, May 20-26, 2018. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

Employee and Volunteer Recognition

Mr. Paul Enos and Dr. Tammie Calzadillas provided an informational report on the Local Control Accountability Plan (LCAP), reviewing goals #3 and #5 of the plan.

Local Control Accountability Plan Report

Mr. Parreira opened a public hearing on the changes to the Collective Bargaining Agreement (CBA) for the California School Employees' Association Chapter #92 at 8:15 P.M., no one came forward and the public hearing was closed at 8:16 P.M. On motion by Member Areias, seconded by Member Goin, Trustees accepted the changes to the Collective Bargaining Agreement for CSEA: Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

CSEA

On motion by Member Smith, seconded by Member Areias, Trustees approved the Memorandum of Understanding with CSEA regarding moving the local holiday associated with July 4th from the current date of July 3, 2018 to July 5, 2018. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.

CSEA Memorandum of Understanding

On motion by Member Smith, seconded by Member Benton, Trustees approved the Memorandum of Understanding with LBTA regarding moving the local holiday associated with July 4 th from the current date of July 3, 2018 to July 5, 2018. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	LBTA Memorandum of Understanding
On motion by Member Smith, seconded by Member Martinez, Trustees approved moving the local holiday associated with July 4 th from the current date of July 3, 2018 to July 5, 2018 on the 2018-2019 school calendars. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	Change to the 2018-19 School Calendar
On motion by Member Areias, seconded by Member Benton, Trustees approved the Memorandum of Understanding (MOU) between the Los Banos Unified Teachers Association, and the Los Banos Unified School District regarding the agreement to extend the Collective Bargaining Agreement (CBA) between the two parties until June 30, 2019. The opener during the term of the agreement may include salary, one section of one article by each party, and other mutually agreed upon items. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	LBTA Agreement Proposal
On motion by Member Areias, seconded by Member Smith, Trustees supported the nomination of, John Medearis, to the CSBA Delegate Assembly for Region 8, Subregion 8-D. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	CSBA Delegate Assembly Election
On motion by Member Smith, seconded by Member Martinez, Trustees approved salary schedules to accompany the new job descriptions for Translator/Interpreter and the Speech Language Pathology Assistant.	Revised Salary Schedule
On motion by Member Benton, seconded by Member Martinez, Trustees approved the Consent Calendar as submitted. Ayes: Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried	CONSENT CALENDAR
Trustees approved minutes of the: Regular Meeting held on February 8, 2018 and a Special Board Meeting on February 24, 2018.	Minutes
Certificated Report: Appointment: None; Retired: Webster, Andree – effective - 6/30/2018, Halverson, Clifford – effective 6/30/2018, Fagan, Paula - effective 6/30/2018, Moody, Cheryl - effective 6/30/2018, Militano, Patricia - effective 6/30/2018; Extra Duty Appointment: Kelly Todd - Asst. Swim Coach-PHS, Lorinda Sanchez - Head JV Softball Coach-LBHS, Patrick Fuentes Head Varsity Baseball Coach-LBHS, Chauncey Lee- Head Varsity Baseball Coach-PHS, Greg Alvarez- Head Varsity Softball Coach-Boys-LBHS, Charles Pikas- Head Varsity Softball Coach-Boys-PHS, Greg Soliz- Head Varsity Volleyball Coach-Boys-LBHS, Cassandra Voelcker- Head Varsity Volleyball Coach-PHS, Taya McCoy-Asst. Band Director-LBHS, Daniel Reyes- Asst. Band Director-LBHS, Mike Wilson-Head JV Baseball Coach-LBHS, Doug Thomas- Asst. Baseball Coach-Varsity-LBHS, David Cardoza- Asst. Baseball Coach-Varsity-LBHS, Steve Pickerell- Asst. Baseball Coach-Varsity-PHS, Deborah Alvarez-Girls softball Coach-Frosh-LBHS, Manuel Zorra- Girls softball Coach-Frosh-LBHS, Daniel Maldonado- Girls Softball Coach-Frosh-PHS, Jimmy	Personnel Actions

Tomasetti- Girls JV Softball Coach-PHS, Alexandria Molina- Asst. Girls Softball Coach-Varsity-LBHS, Melanie Cardoso- Asst. Girls Softball Coach-Varsity-PHS, Drew Guintini-Head Swim Coach-LBHS, Esko Long- Tennis Coach-Boys-PHS, Adrian Hurtado- Asst. Track Coach-LBHS, Ernie Willhike-Asst. Track Coach-LBHS, Laurence Mitchell- Asst. Track Coach-LBHS, Jaime Flores-Asst. Swim Coach-LBHS, Jeremy Siemiller-Golf Coach-Boys-LBHS, Justin Broussard- Golf Coach-Boys-PHS, Mike Fuentes-8th Grade Boys Basketball-LBJH, Mike Bonillas- Grade Boys Basketball-CJHS, Doug Fuentes-7th Grade Baseball Coach –LBJH, Jesse Bellinger-8th Grade Baseball Coach-LBJH, Peter Costello-7th Grade Softball Coach-CJHS, Cindy Baca-7th Grade Softball Coach-LBJH, Erica Franco-8th Grade Softball Coach-LBJH, Cody Mabe-8th Grade Softball Coach-CJHS, Shane Rogers-Asst. 7th Grade Baseball Coach-LBJH, Brandon Duke-Asst. 7th Grade Baseball Coach-CJHS, Ruben Hernandez--Asst. 8th Grade Baseball Coach-LBJH, Jamie Davies- Asst. 7th Grade Softball Coach-LBJH, Barbara Mello- Asst. 8th Grade Softball Coach-LBJH, Mikell Benton- Asst. 8th Grade Softball Coach-CJHS, Paulina Taylor- Asst. 8th Grade Softball Coach-CSJH, Armando Fuentes- 8th Grade Baseball Coach- CJHS; Resigned: Scott Brady-Head Swim Coach-PHS, Lorinda Sanchez- Asst. Varsity Softball Coach-LBHS; New Hires: Camberos, Estela – DW, Crossing Guard (3.0 Hrs), Cota, Phillip – TR, Bus Driver (6.0 Hrs), Delgado, Alva – FS, Child Nutrition Worker (1.5 Hrs), Keena, Nichol – LEAP, Paraprofessional (4.5 Hrs); Appointments: Herrera, Patricia – HME, Paraprofessional (.75 Hr), Lorenzana, Alejandra – HME, Paraprofessional (1.0 Hr); Promotional: Gibson, Denise – FS, Child Nutrition Worker (7.0 Hrs); Resigned: Lucido, Diane – FS, Child Nutrition Worker – Effective 2/28/2018, Singh, Stephanie – LEAP, Program Supervisor – Effective 2/28/2018; Leave of Absence: Epperson, Tyashia; HME -39 Month Rehire – Effective 2/5/2018.

The monthly Fiscal Report was submitted for Board information.	Fiscal Report
The County Treasurer's Report for the quarter ending December 31, 2018 was submitted for information.	Quarterly Investment Report
The quarterly SISC GASB 45 Trust Investment Report was submitted for informational purposes.	Quarterly SISC GASB 45 Trust Investment Report
Trustees approved the 2018 Summer School schedule.	Summer School Schedule
Trustees adopted the following mandated policies: BP-3553 and AR-3553	Mandated Board Policy (Second Reading)
The Board approved the 2018-19 Holiday Schedule for Management, Supervisory and Confidential employees.	Holiday Schedule, Unrepresented Employees
Trustees approved the following agreements/proposals: Agreement, Brandman University Student Teaching; Agreement, School Services of California, School Finance Services; Agreement, CSU, Stanislaus Student Teaching & School Admin. Field Experience; Agreement, AT&T Wide Area Network.	Agreements/ Contracts

Trustees approved the following overnight/out-of-state travel: LBJH Students, MESA Regional Competition, UC Santa Barbara, April 20-21, 2018; MSE Administrator, Kagan Leadership Academy, Orlando, FL July 9-13, 2018; LBHS Teacher, NAEA Convention, Seattle, WA, March 22-24, 2018; PHS Students, MESA Regional Competition, UC Santa Barbara, April 20-21, 2018; LBHS Band, Performance at Knott's Berry Farm, Buena Park, CA, April 5-7, 2018; PHS Band, Hollywood Heritage Festival, Woodland Hills, CA April 6-8, 2018.	Travel
Trustees declared specific library books and textbooks obsolete and authorize their disposal 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 Electronic Equipment
Trustees approved the warrants for payment.	Warrants
On a motion of Member Goin, seconded by Member Munoz, Trustees adopted Resolution #02-18 regarding non-reelection of certificated employees. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	Reporting Closed Session
On a motion of Member Benton, seconded by Member Munoz, Trustees approved the Release/Reassignment of Employee #1. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0. Motion carried.	
On a motion of Member Goin, seconded by Member Martinez, Trustees approved the Release/Reassignment of Employee #2. Ayes: Areias, Benton, Goin-Soares, Martinez, Munoz, Parreira; Noes: Smith; Absent: 0. Motion carried.	
On motion by Member Areias seconded by Member Benton, Trustees expelled student case #2158536565 for the remainder of the 2017-18 school year. Ayes: Mr. Areias, Benton, Goin, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: 0; Motion carried.	
None	Future Agenda Items
The meeting was adjourned by Mr. Parreira at 8:41 P.M.	Adjournment

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

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

Tammie Calzadillas, Assistant Superintendent

APPOINTMENT:

None

RESIGNED

Fincher, Jonathan – Westside Elementary Teacher – effective 6/30/2018

Couch, Sara – Creekside Junior High – Assistant Principal – effective 6/30/2018

Davisdon, Deborah – Los Banos High School – Math Teacher – effective 6/30/2018

Solis, Joshua - Pacheco High School – Science Teacher – effective 6/30/2018

EXTRA DUTY APPOINTMENTS:

Kelly Todd-Head Swim Coach – PHS, Hector Gonzalez-Asst. Track Coach-PHS, Danni Brar- Asst. Track Coach-PHS, Mauro Diaz- 7th Grade Baseball Coach-CJHS, Rolando Flores- 8th Grade Asst. Baseball Coach-CJHS, Paulina Taylor- 7th Grade Asst. Softball Coach-CJHS.

RESIGNED

Kelly Todd-Asst. Swim Coach – Pacheco High School

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

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

Tammie Calzadillas, Assistant Superintendent

New Hires:

Hernandez, Cynthia – SS, Behavior Support Assistant (6.0 Hrs)
Lopez, Sonia – FS, Child Nutrition Worker (1.5 Hrs)
Tamber, Jatinder – FS, Child Nutrition Worker (2.0 Hrs)

Appointments:

Lorenzana, Alejandra – HME, Paraprofessional (1.5 Hrs)
Padron, Nanci – HME, Paraprofessional (3.25 Hrs)

Promotional:

Jimenez Fregoso, Veronica – FS, Child Nutrition Worker (7.0 Hrs)
Rasberry, Cecilia – FS, Child Nutrition Worker (5.0 Hrs)

Retired:

Duni, Thais – DO, Executive Secretary – Effective 7/6/2018

Resigned:

Conrardy, Matthew – PHS, Custodian – Effective 3-16-18

Leave of Absence:

Board Reference Material

SUBJECT TITLE: **Certificated Contracts, 2018-2019**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board authorize the Superintendent or his designee to offer certificated contracts for the 2018 - 2019 school year.

BACKGROUND INFORMATION:

Preparation of certificated contracts is a requirement per the Collective Bargaining Agreement with the Los Banos Teachers Association (Article VI, G-(1)).

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

Step advancement as related to the negotiated salary schedule.

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

LAST	FIRST	SITE	ASSISGNMENT
AGUILAR	JEANETTE	LBHS	FOREIGN LANGUAGE
ALARCON	SANDRA	RME	GRADE 3
ALEXANDER	EMILY	CSJHS	INCLUSION SPECIALIST
ALLEN	MARY ELLEN	CE	KINDERGARTEN
ALVARENGA	LAURA	LBJHS	ENGLISH
ALVES	ROSEMARY	LFE	GRADE 3
AMABILE	MICHELLE	DW	SPEECH THERAPIST
AMABILE	TERESA	CR	IND STUDY
ANDRADE - BEAM	LORRIE	WUES	T-K
ANDREWS	MARIA	LBE	GRADE 6
APODACA	RALPH	LBJHS	PE
ARAGON C.	RODRIGO	PHS	FOREIGN LANGUAGE
ARAGONA	JULIE	CE	INTERVENTION RDG
ARAICA	SUSAN	LBJHS	SCIENCE
ARAMBEL	ROBERT	LBHS	SOCIAL STUDIES
BAFFUNNO	DANIELLE	LBJHS	ENGLISH
BAKER	AMANDA E	LBJHS	ELECTIVES
BAKER	FRANCINE	MSE	RESOURCE TEACHER
BAPTISTA	KIMBERLY	VE	GRADE 2
BARCELLOS	ALEXANDRA	CSJHS	PE
BARCELLOS	JENNIFER	CSJHS	ENGLISH
BARCELLOS	JOEY	LBHS	ASB/AD
BARCELLOS	RACHEL	LBJHS	ENGLISH
BARGER	DARRYL	LBJHS	ENGLISH
BARGER	LAURA	PHS	PE
BARRON	CAROLYN	HME	SPECIAL DAY
BARRY	TEESHA	WUES	KINDERGARTEN
BARTON	RENEE	LFE	RESOURCE TEACHER
BATEY-CARDOZA	MEGAN	LBHS	INCLUSION SPECIALIST
BATOON	MONALYN	PHS	MATH
BATTISTI-GRANT	LISA	SLHS	SCIENCE
BATY	APRIL	LBE	GRADE 2
BELL	CHRISTOPHER	CSJHS	SCIENCE
BELL	SHANNON	HME	GRADE 4
BELLINGER	JESSE	LBJHS	ENGLISH

BELTRAN	JULIE	LBE	GRADE 6
BENSON	ILANA	HME	GRADE 1
BENTON	MIKELL	CSJHS	ENGLISH
BERGLAND	SUZANNAH	WUES	GRADE 3
BERRELLEZA	ISABEL	CSJHS	MATH
BERUMEN-FLORES	CRUZ	PHS	FOREIGN LANGUAGE
BETHAM	JOHN	PHS	PE
BETHAM	SANDRA	PHS	SOCIAL STUDIES
BETSCHART	JONATHAN	LBHS	SCIENCE
BETSCHART	STACY	WUES	GRADE 2
BHASKAR	HANSA	LBHS	MATH
BLARER	THELMA	LBE	KINDERGARTEN
BLOMQUIST	CHRISTINE	LFE	GRADE 3
BOLES	YVETTE	HME	GRADE 6
BORBA	SUSAN	RME	GRADE 4
BORCHARD	MARGARET	LFE	GRADE 2
BORELLI	LARRY	LBHS	AGRICULTURE
BORREGO	LAURA	HME	READING INTERVENTION
BOUCHER	RICHARD	LBHS	HISTORY
BOURBON	AMANDA	LFE	GRADE 1
BOWEN	DEVIN	LBHS	SCIENCE
BOWLER	DAVID	RME	GRADE 4
BOWMAN	MARGARET	CE	KINDERGARTEN
BOYD	NICKOLA	MSE	GRADE 2
BRADY	KAREL	LBE	GRADE 1
BRAND	C. J.	CSJHS	BAND
BRANDI	MELISSA	VE	GRADE 1
BRAR	DANNI	PHS	ENGLISH
BRAVO	CARMEN	LBE	GRADE 3
BRETZ	JASON	LBHS	AGRICULTURE
BRETZ	JENNIFER	MSE	GRADE 3
BREWER	ANN	LBHS	MATH
BROCK	JENNIFER	PHS	SCIENCE
BROCKMAN	JESSICA	PHS	SOCIAL STUDIES
BROUSSARD	JUSTIN	PHS	SCIENCE

BROWN	LUCINDA	CSJHS	MATH
BUCKLEY	JANET	CR	IND STUDY
BURNS	TIMOTHY	PHS	DW SEC OPPORTUNITY
BUSSE	CHRISTOPHER	LBJHS	ART
BUSSE	STEPHANIE	MSE	GRADE 2
CALCAGNO	MARYLOU	CE	GRADE 1
CALHOUN	JILL	HME	GRADE 3
CAMPOS	CARLOS	PHS	PE
CARDOZA	SHANNON	LFE	GRADE 5
CAREDIO	SHARON	PHS	ART
CAROPRESO	DUSTIN	LBHS	PE
CASCIA	BRIAN	CSJHS	PE
CASCIA	MARIE C.	LBE	T-K
CASCIA NOCETI	LINDSAY	LBHS	MATH
CASEY	MAUREEN	LBHS	SPECIAL DAY
CASTANEDA	CHAMROEUN	MSE	GRADE 1
CATES	KAREN	PHS	ENGLISH
CAVAZOS	DANIELLE	LBHS	BAND
CAZARES	CARLA	LBJHS	PE
CEJA	KRISTAL	HME	GRADE 5
CHAPMAN	JENNIFER	PHS	ENGLISH
CHRISTENSEN	JEFF	LBHS	SOCIAL STUDIES
CHRISTIENSEN	BRENNA	LBJHS	ENGLISH
CINTORA	BEATRIZ	LBJHS	INCLUSION SPECIALIST
CINTORA	MARIA	RME	GRADE 5
CLARK	BRENDA	PHS	FOREIGN LANGUAGE
CLARK	BRIAN	LBJHS	BAND
CLARK	CHRISTINA	RME	GRADE 4
CLARKE	ANDREA	RME	GRADE 4
CLARKE SILVERIA	DENISE	PHS	INCLUSION SPECIALIST
COELHO	AMANDA	WUES	KINDERGARTEN
COLEMAN	KEVIN	LBHS	SOCIAL STUDIES
CONTRERAS	JESSICA	RME	GRADE 6
CONWAY	HILLARY	PHS	INCLUSION SPECIALIST
COOKSEY	BRITTNIE	PHS	PE
CORTOPASSI	ADARIANA	RME	SPECIAL DAY

CORTOPASSI	ALEXI	LBJHS	SCIENCE
COSTA	BETH	PHS	INCLUSION SPECIALIST
COSTA	JOSEPH	PHS	PE
COSTELLO	MICAH	RME	GRADE 6
COSTELLO	VICKI	MSE	GRADE 2
COTTA	AARON	LFE	GRADE 6
COTTA	CASEY	LFE	GRADE 6
COTTA	JENNIFER	LFE	KINDERGARTEN
COX	STEPHEN	CSJHS	SPECIAL DAY
COZENS	MARIA	PHS	AGRICULTURE
COZENS STROHMENGER	AIMEE	PHS	AGRICULTURE
COZZI	HEATHER	LBHS	INCLUSION SPECIALIST
CREIGHTON	AMANDA M	WUES	SPECIAL DAY
CRIVELLI	COURTNEY	HME	INCLUSION SPECIALIST
CURRY	DAVID	PHS	SCIENCE
CURUTCHAGUE	CLAUDIA	LBHS	FOREIGN LANGUAGE
DANNER	JOSH	LBHS	ART
DAVALOS	AIDA	VE	GRADE 5
DAVIES	JAMIE	LBJHS	PE
DAVIS	KATHLEEN	CE	GRADE 5
DE ALBA	ELIANE	RME	GRADE 1
DE ALBA	SERGIO	RME	GRADE 6
DE BRUIN	JAMIE	MSE	GRADE 1
DE FREITAS	JUSTIN	VE	GRADE 6
DE LA CRUZ	ALISHA	LBE	GRADE 2
DE LA CRUZ	JEFFREY	PHS	SOCIAL STUDIES
DEGOUGH	ERIN	LBHS	ENGLISH
DEGRACE	MARION	LBHS	INCLUSION SPECIALIST
DEMOSS	KATE	CE	GRADE 4
DIXON	HEATHER	LBJHS	ENGLISH
DRAKE	KEVIN	PHS	SCIENCE
DRUMMOND	DENISE	RME	GRADE 1
DUNAVAN	KRISTAL	WUES	GRADE 4
DUNI	JUSTIN	LBE	GRADE 6
DUNNE	DOMINIQUE	LFE	SPECIAL DAY

DUTRA	JENNIFER	LBHS	PE
EAGLETON	YVONNE	VE	KINDERGARTEN
EBNER	KRISTEN	LBE	KINDERGARTEN
ECHOLS	JAMES	CSJHS	SCIENCE
ELAM	SARAH	VE	KINDERGARTEN
ELLERSICK	AMBER	LFE	GRADE 2
ELLERSICK	DANIEL	WUES	GRADE 6
ELLINGTON	KAREN	SLHS	MATH (halftime)
ENOS	JULIE	RME	GRADE 1
ENOS	KIMBERLY	WUES	INCLUSION SPECIALIST
ERRATCHU	ELIZABETH	VE	GRADE 3
ERRECA	ANN	LBE	RESOURCE TEACHER
ETCHEVERRY	ELYSE	MSE	GRADE 3
EXNER	KELLI	RME	INCLUSION SPECIALIST
FAJARDO MENDEZ	MARIA	LBHS	SCIENCE
FALASCHI	SONIA	LBHS	AGRICULTURE
FALASCO	CONNIE	LBE	GRADE 4
FARIA	MANUEL T.	LBHS	MUSIC
FAWCETT	HARRY	SLHS	SOCIAL STUDIES
FERNANDEZ	ELSA	LFE	GRADE 4
FERREIRA	MACKENZIE	HME	GRADE 6
FERTIG	SAMANTHA	RME	GRADE 3
FLORES	JAIME	LBHS	ENGLISH
FLORES	MAYA	LBJHS	SCIENCE
FLORES	TOMAS	MSE	GRADE 4
FLORES-AYALA	BELARMINA	MSE/RME	INCLUSION SPECIALIST
FLORES-VILLANUEVA	LIZENIA	WUES	GRADE 3
FOSTER	JAMES	LBJHS	HISTORY
FRANCO	CYNTHIA	LBE	GRADE 3
FRANCO	ERICA	LBJHS	INCLUSION SPECIALIST
FREEMAN	CAITLIN	PHS	AGRICULTURE
FUENTES	DOUG	LBJHS	SPECIAL ED
FUENTES	TIFFANY	CE	INCLUSION SPECIALIST
FUNK FULLINGTON	TARA	RME	GRADE 5
FURNISH-REYES	DEBORAH	MSE	GRADE 5

GALLEGOS	TRINIDAD	LBHS	ART
GAMINO	JUVENTINA	LFE	GRADE 1
GARBER	CHARLES	LBHS	SOCIAL STUDIES
GARCIA	KENNY	LBHS	MATH
GARCIA	LUCY	LBE	GRADE 3
GARCIA	MANUEL	LBJHS	SCIENCE
GARCIA	OLGA	PHS	FOREIGN LANGUAGE
GARCIA	STEFFANIE	LBJHS	MATH
GARCIA RORIGUEZ	MARIA	LFE	GRADE 6
GARCIA-MARTINEZ	FRANCISCO	PHS	MATH
GARDNER	BRETT	HME	GRADE 3
GARIBAY OCHOA	ROGELIO	PHS	BAND
GARST	BEVERLY	VE	GRADE 4
GILARDI	NANCY	RME	RESOURCE TEACHER
GOMES	BILLY	PHS	MATH
GOMES	CECILIA	HME	GRADE 3
GOMES	CRISTIN	CR	IND STUDY
GOMES	JEWEL	WUES	GRADE 5
GOMES	ROXY	CE	GRADE 2
GONZALES	ALEX	LFE	INCLUSION SPECIALIST
GONZALEZ	HECTOR	PHS	SOCIAL STUDIES
GONZALEZ	ULISES	LBHS	SOCIAL STUDIES
GREEN	CIERA	PHS	ENGLISH
GREEN	HANNAH	PHS	SPANISH
GREENWOOD	MICHELLE	PHS	INCLUSION SPECIALIST
GRIFFITH	CARISSA	PHS	SCIENCE
GUIDO	KERRI	MSE	GRADE 4
GUTIERREZ	CLAUDINE	CR	INCLUSION SPECIALIST
GUZMAN	ELUERECIA	CR	IND STUDY
GUZMAN	RHONDA	RME	GRADE 2
HALPIN	BOWMAN	LBHS	SOCIAL STUDIES
HAMILTON	KELLI	PHS	ENGLISH
HAMMARI	STEVEN	LBHS	SCIENCE
HANSON	NATHAN	LBHS	PE
HARTLEY	DAVID	CSJHS	ELECTIVE
HATFIELD	BRANDON	CSJHS	ENGLISH

HATTON	MICHELLE	HME	GRADE 4
HAYS	TAMI	CE	GRADE 3
HAZAN	CARLENE	SLHS	INCLUSION SPECIALIST
HEAD	LINDA	LBHS	SOCIAL STUDIES
HELBLING	CHRISTOPHER	PHS	MUSIC
HENLEY	MARK	PHS	SOCIAL SCIENCE
HENSON	STEPHANIE	WUES	GRADE 1
HEPWORTH	SUSANNA	VE	GRADE 2
HERFORTH	CLARA	RME	KINDERGARTEN
HERNANDEZ	DEIDRE	MSE	GRADE 4
HERNANDEZ	MARIA	HME	KINDERGARTEN
HERRING	KIMBERLY	LFE	GRADE 2
HILL	RODNEY	LBHS	AGRICULTURE
HIXSON	KENNETH V.	LBE	GRADE 6
HOPPER	BRITTNEY	PHS	AGRICULTURE
HUFF	CHRISTINE	SLHS	ENGLISH
HULING	SHANNON	LFE	KINDERGARTEN
INDART	BERNADETTE	HME	GRADE 2
INDART	JEAN	HME	GRADE 2
INIGUEZ	MARY ESTHER	CSJHS	SELF CONTAINED
IPSEN	DELANIE	PHS	MATH
ISOM	MARLENE	RME	GRADE 1
JACOBO	ADAM	PHS	AGRICULTURE
JOHNSON	CHRISTINE	WUES	GRADE 3
JONES	BRUCE	PHS	MATH
JONES	EVON	LBHS	MATH
JONES	JANICE	RME	INTERVENTION RDG
JONES	NATHAN	VE	GRADE 3
KELLER	JAMES	MSE	GRADE 6
KEMP	GUADALUPE	HME	KINDERGARTEN
KENNEDY	DAMIEN	CSJHS	INCLUSION SPECIALIST
KING	JAMIE	LFE	INTERVENTION RDG
KING	JOHN	LFE	GRADE 5
KISSEL	ELIZABETH	WUES	KINDERGARTEN
KNOESTER	BILLIE	HME	GRADE 4
KOCHER	LISA	CE	RESOURCE TEACHER

KRUGER	CAROLE	LBHS	ENGLISH
KVALE	ROBIN	RME	GRADE 2
LAGOS	ROXANNA	RME	GRADE 6
LAMPREDA	JENNIFER	MSE	INTERVENTION RDG
LARA	VICTORIA	LFE	GRADE 3
LARKINS	TRICHELE	LFE	GRADE 5
LEVINGSTON	STACY	RME	KINDERGARTEN
LEWIS	PATTY	LBHS	SPECIAL DAY
LEWIS	SHARON	PHS	SOCIAL STUDIES
LEYVA	JENNIFER	HME	GRADE 1
LINDBLOM	CHRISTOPHER	PHS	ENGLISH
LINDBLOM	DANYELL	HME	GRADE 3
LINDEMANN	KELLY	VE	GRADE 4
LINDSTRAND	MARY ANN	LBE	T-K
LLAMAS	MELONIE	LBJHS	MATH
LOEFFLER	MATTHEW	CSJHS	SCIENCE
LOPEZ	ALICIA	RME	GRADE 2
LOPEZ	ANA	LBE	GRADE 1
LOWERY	ANA	VE	GRADE 1
LUNA	JOSE	LBHS	INCLUSION SPECIALIST
MABE	CODY	CSJHS	SCIENCE
MACHADO	ERMILINDA	HME	GRADE 6
MAGANA	JOEL	MSE	GRADE 6
MAGANA	MONICA	CSJHS	ENGLISH
MAIORINO	STACI	LFE	GRADE 4
MALCOLM	CATHERINE	SLHS	ENGLISH
MALLETT	JANNETTE	PHS	MATH
MARTIN	DEANNA	CR	IND STUDY
MARTIN	LYNN	CE	GRADE 1
MARTINEZ	AMY	MSE	KINDERGARTEN
MARTINEZ	MELANIE	CSJHS	MATH
MASCORRO	VALENTINA	LBJHS	MATH
MASTALER	BRETT	PHS	ART
MATHIS	MELISSA	PHS	ART
MCBRIDE	WOODROW	LBE	GRADE 5
MCCOLLOCH	LORI	LBE	READING

			INTERVENTION
MCCOMB	SHANNON	MSE	GRADE 3
MCCOY	JOEL	PHS	MATH
MCCULLOUGH	KIMBERLY	LBHS	ENGLISH
MCCULLOUGH	STUART	LBHS	AGRICULTURE
MCDONOUGH	DAVID	RME	GRADE 5
MCGRAW	ANGELA	HME	GRADE 4
MEISNER	MICHAEL	WUES	GRADE 6
MELLO	KASCIA	LFE	GRADE 4
MENDEZ	ASHLEY	MSE	GRADE 4
MENDOZA	CAROLYN	HME	KINDERGARTEN
MENDOZA	RAFAEL	CSJHS	MATH
MENEZES	JEANETTE	LBHS	INCLUSION SPECIALIST
MERRILL	DEANNA	HME	GRADE 2
MEZA	NICOLE	PHS	INCLUSION SPECIALIST
MEZA	SHERYL	RME	GRADE 3
MILLER	JEFFERY	LBE	GRADE 5
MILLER	SHAWNA	WUES	INCLUSION SPECIALIST
MINOR	MICHAEL	LBE	GRADE 4
MIRANDA	ANGELICA	WUES	T-K
MOLINA	ALEXANDRIA	LFE	KINDER
MOLINA	MARILYN	LBE	GRADE 2
MONTEMURRO	JENNIFER	LBJHS	INCLUSION SPECIALIST
MONTEMURRO	PAUL	MSE	GRADE 5
MOORE	KAREN	CSJHS	SCIENCE
MORGAN	MARIE	RME	SPECIAL DAY
MOSELEY	KEVIN	PHS	SCIENCE
MOWAD	MONIQUE	RME	GRADE 3
MURPHY	DONNA	HME	INCLUSION SPECIALIST
NARVAEZ	JOSEFINA	LBJHS	MATH
NEHME	NADIA	LBE	GRADE 1
NELSON	ILA	PHS	ENGLISH
NICOLETTI	ELISE	LBHS	ENGLISH
NOCITO	RANDALL	LBHS	INCLUSION SPECIALIST
NOIA	JOHN	LBHS	FOREIGN LANGUAGE
NORRIS	KAREN	LBJHS	ELECTIVES

NUTT	ELAINE	DW	SPEECH THERAPIST
O'BANION	CARRIE	LBJHS	MATH
ODELL	KRISTAN	CSJHS	ENGLISH
OLDS	LINDSAY	MSE	GRADE 6
ORNELAS	BRENDA	PHS	FOREIGN LANGUAGE
OROZCO	JENNIFER	RME	GRADE 2
OZBIRN	SHERI	CE	GRADE 4
PACHECO	ALEXANDRA	LBHS	ENGLISH
PACHECO	FRANCES	HME	GRADE 6
PARKES	DANIEL	PHS	MATH
PARREIRA	KIMBERLY	LBE	GRADE 5
PASTORI	LYNNETTE	LBJHS	INCLUSION SPECIALIST
PERDOMO	MONICA	MSE	GRADE 2
PEREIRA	SAMUEL	LBJHS	ENGLISH
PEREZ	CLAUDIA	LFE	GRADE 1
PERKINS	MICHAEL	PHS	SOCIAL STUDIES
PHILLIPS	ELIZABETH	LBHS	ART
PICKERELL	STEVE	PHS	INCLUSION SPEC
PIERCE	LEANNA	LFE	KINDERGARTEN
PIKAS	AMY	MSE	INCLUSION SPECIALIST
PIKAS	CHARLES	PHS	ASB/AD
PIWOWARSKI	JANICE	VE	RESOURCE TEACHER
POLINI	GINA	VE	GRADE 2
PRATER	BRYCE	PHS	ENGLISH
PRICOLO	ANISA	LBHS	PE
PRITSCH	LISA	LBHS	SCIENCE
PURSER	LEANN A.	LBE	SPECIAL DAY
QUEVEDO SORCI	CHRISTINE	CSJHS	PE
RAMIREZ	CYNTHIA	WUES	GRADE 4
RAMIREZ	JESSICA	WUES	RESOURCE TEACHER
RAMIREZ	JURIDIA	WUES	GRADE 1
RASEY	LAURA	LBE	INCLUSION SPECIALIST
REARDON	BARRY	LBHS	SOCIAL STUDIES
RICHARDSON	ALAN	HME	RESOURCE TEACHER
RITCHIE	JACLYN	LBE	GRADE 2
RIVAS	LUPITA	HME	GRADE 5

ROARK	KIMBERLY	MSE	GRADE 5
ROBERTSON	KAREN	RME	INCLUSION SPECIALIST
ROBLEDO	CECILIA	MSE	GRADE 1
ROBLEDO	TONY	LBJHS	HISTORY
ROCHA	DAWN	CE	GRADE 6
ROCHA	JENNIFFER	HME	GRADE 5
ROCHA OLIVEIRA	SHAWNA	LBE	GRADE 4
ROELOFS	SEREY	WUES	GRADE 1
ROEST	NATHAN	CSJHS	HISTORY
ROMERO	WENDY	RME	KINDERGARTEN
ROSEMAN	MICHAEL	VE	GRADE 3
ROSSIE	SUSAN	LFE	T-K
ROY	SABRINA	LFE	GRADE 5
SALCIDO	CHRISTINE	PHS	MATH
SANCHEZ	ANABEL	MSE	KINDERGARTEN
SANDOVAL	ANABELA	LBHS	FOREIGN LANGUAGE
SANTOS	PATRICIA	LBE	INCLUSION SPECIALIST
SAWYER	KAITLYN	LFE	GRADE 1
SAWYER	SHARON	DW	SPEECH THERAPIST
SCHLINGER	PAULINE	DW	SPEECH THERAPIST
SCHULTZ	TAMMI	WUES	GRADE 5
SEABORN	VERONICA	LBHS	MATH
SEQUEIRA	LYNN MARIE	CR	IND STUDY
SHRYOCK	SUE	PHS	INCLUSION SPECIALIST
SIEMILLER	JEREMY	LBHS	MATH
SILVA	AUDREY	PHS	ENGLISH
SIMMONS	MARK	LBE	GRADE 6
SINGH	MICHAEL	PHS	SOCIAL STUDIES
SMITH	MARILYN	PHS	INCLUSION SPECIALIST
SMITH	PAMELA	HME	GRADE 5
SMITH	ROBERT	LBJHS	PE
SNIVELY	PAMELA	LBHS	ENGLISH
SNOWDEN	LAUREN	MSE	KINDERGARTEN
SNOWDEN	TAYLOR	MSE	KINDERGARTEN
SOLI	ANDREW	LBJHS/SLHS	ELECTIVES
SOLORIO	GEORGINA	HME	GRADE 1

SOTELO	JENNIFER	LFE	GRADE 3
SOUZA	SARAH	CE	GRADE 3
SOWERSBY	JENNIFER	HME	KINDERGARTEN
SPANN	MARGARET	PHS	MATH
SPIVEY	ALAN LEE	LBHS	MATH
STEIG	SHELLBY	DW	SPEECH THERAPIST
STEPRO	JEFFERY	LBHS	MATH
STOCKDALE	DIANA	RME	KINDERGARTEN
STONEGROVE	ELIZABETH	PHS	SOCIAL STUDIES
STUBBS	CORI	HME	GRADE 1
SUMNER	TRACI	SLHS	SOCIAL STUDIES
TAYLOR	PAULINA	CSJHS	ENGLISH
TERRANOVA	MARJORIE	VE	READING INTERVENTION
TERRANOVA- GARDNER	MICHELE	CE	GRADE 2
THACKER	STEFANI	LBHS	ENGLISH
THIARA	MOHANI	LBJHS	HISTORY
THOMAS	HEATHER	WUES	GRADE 2
TODD	KELLY	CSJHS	HISTORY
TOMAS	TONY	LBHS	SOCIAL STUDIES
TORRES	CRISTALENE	LBHS	SOCIAL STUDIES
TORRES	MELANIE	HME	T-K
TRENT	MICHELE	CE	GRADE 5
TRISTAN	ROSE	LBE	SPECIAL DAY
TUGMAN	RAY	LBHS	SCIENCE
ULLOA	EFRAIN	CSJHS	HISTORY
VALADAO	DAYNA	WUES	READING INTERVENTION
VAUGHN	REX	LBJHS	PE
VAUSE	MICHELE	LBE	GRADE 1
VAZ	MARYANNE	LFE	GRADE 2
VERA	PAMELA	VE	INCLUSION SPECIALIST
VIERRA	SARAH	HME	GRADE 2
VILLA	LUPE	LFE	GRADE 4
VOGLIN	VALERIE	MSE	KINDERGARTEN
WALLACE	JOHN	PHS	SOCIAL STUDIES

WALLACE	MICHAEL	CSJHS	HISTORY
WALLACE	ROBBIE	CSJHS	HISTORY
WALSH	JASON	LBJHS	HISTORY
WALSH	TAWNY	WUES	GRADE 2
WATKINS	DAYNA	LBJHS	SCIENCE
WEATHERS	SHELLY	LBHS	SPECIAL DAY TEACHER
WENIG	JOHN	PHS	ENGLISH
WILKIN	JENNIFER	MSE	GRADE 6
WILLIAMS	SUMMER	WUES	KINDERGARTEN
WILLS	STEVIE	LBJHS	SCIENCE
WILSON	ELISE	WUES	SPECIAL DAY
WILSON	ERICA	RME	RDG INTERVENTION
WILSON	HOWARD	CSJHS	ELECTIVE
WINDECKER	BRIANNE	WUES	GRADE 1
WOLFSEN	LEIGH ANN	WUES	GRADE 6
WOOD	KIERSTEN	HME	SPECIAL DAY
WORMSTALL	SAMANTHA	DW	SPEECH THERAPIST
WORMSTALL	VALERIE	MSE	GRADE 5
YANG	MAI	MSE	GRADE 3
YASIN	ADAM	PHS	SOCIAL STUDIES
YASIN	LEILA	CE	GRADE 6
YASIN	ROSALVA	LBE	GRADE 3
YOUNCE	SUSAN	DW	SPEECH THERAPIST
ZUNIGA	DAVID	CSJHS	PE
ZUNUN	LETICIA	LFE	INCLUSION SPECIALIST

Board Reference Material

SUBJECT TITLE: 2018-2019 Permanent Employees

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board grant permanent status to eligible staff listed on the enclosure.

BACKGROUND INFORMATION:

California Education Code provides every certificated employee of a school district who, after having been employed by the district for two complete consecutive school years in a position requiring certification qualifications, is reelected for the next succeeding school year shall, at the commencement of the succeeding school year, be classified as and become a permanent employee of the district.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This activity will meet the need for fully-credentialed teachers in our District.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

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

None

ORIGINATOR: Tammie Calzadillas, Assistant Superintendent, Human Resources

Date: April 12, 2018

Last Name	First Name	Site	Authorized Subject	Credential Held
Apodaca	Ralph	LBJHS	PE	Preliminary Single Subject
Batoon	Monalyn	PHS	Math	Clear Single Subject
Benson	Ilana	HME	General Subjects	Preliminary Multi Subject
Brockman	Jessica	PHS	Social Stu	Preliminary Single Subject
Cavazos	Danielle	LBHS	Music	Preliminary Single Subject
Cozens	Maria	PHS	Agriculture	Clear Single Subject
Drake	Kevin	PHS	Science	Clear Single Subject
Duncan	Cecelia	MSE	General Subjects	Clear Multiple Subjects
Garcia	Olga	PHS	For Lang	Clear Single Subject
Garcia-Rodriguez	Maria	LFE	General Subjects	Preliminary Multi Subject
Gardner	Brett	HME	General Subjects	Clear Single Subject
Greenwood	Michelle	PHS	Inc Spec	Clear Level II Special Ed
Hatfield	Brandon	CJHS	English	Preliminary Single Subject
Odell	Kristin	CJHS	English	Clear Single Subject
Olds	Lindsay	MSE	General Subjects	Preliminary Multi Subject
Ornelas	Brenda	PHS	For Lang	Clear Single Subject
Orozco	Jennifer	RME	General Subjects	Clear Multiple Subject
Sanchez	Anabel	MSE	General Subjects	Clear Multiple Subjects

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: April 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	75,941,114.20	28,184,618.80	72.93
FEDERAL REVENUES :	5,112,500.00	2,203,794.00	7,316,294.00	3,258,666.35	4,057,627.65	44.53
OTHER STATE REVENUES :	9,958,703.00	2,306,875.00	12,265,578.00	5,490,836.22	6,774,741.78	44.76
OTHER LOCAL REVENUES :	810,000.00	381,172.00	1,191,172.00	809,318.55	381,853.45	67.94
* TOTAL YEAR TO DATE REVENUES	* * 121,656,093.00 *	3,242,684.00 *	124,898,777.00 *	85,499,935.32 *	39,398,841.68 *	68.45

EXPENDITURE DETAIL

CERTIFICATED SALARIES :	50,790,534.00	325,047.00-	50,465,487.00	37,070,117.52	13,395,369.48	73.45
CLASSIFIED SALARIES :	18,669,563.00	535,762.00-	18,133,801.00	13,866,017.60	4,267,783.40	76.46
EMPLOYEE BENEFITS :	32,862,412.00	550,609.00-	32,311,803.00	21,770,681.06	10,541,121.94	67.37
BOOKS AND SUPPLIES :	8,607,083.00	3,514,776.00	12,121,859.00	3,249,301.51	8,872,557.49	26.80
SERVICES, OTHER OPER. EXPENSE:	7,205,527.00	921,657.00-	8,127,184.00	6,056,428.76	2,070,755.24	74.52
CAPITAL OUTLAY :	784,594.00	358,699.00	1,143,293.00	1,087,980.63	55,312.37	95.16
OTHER OUTGOING :	1,640,000.00	35,043.00	1,675,043.00	1,521,425.95	153,617.05	90.82
DIRECT SUPPORT/INDIRECT COSTS:	381,000.00-	12,713.00-	393,713.00-	.00	393,713.00-	0.00
PRIOR YEAR EXPENDITURE :	1,122,003.00	2,100.00	1,124,103.00	1,081,771.48	42,331.52	96.23
* TOTAL YEAR TO DATE EXPENDITURES	* * 121,300,716.00 *	3,408,144.00 *	124,708,860.00 *	85,703,724.51 *	39,005,135.49 *	68.72

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

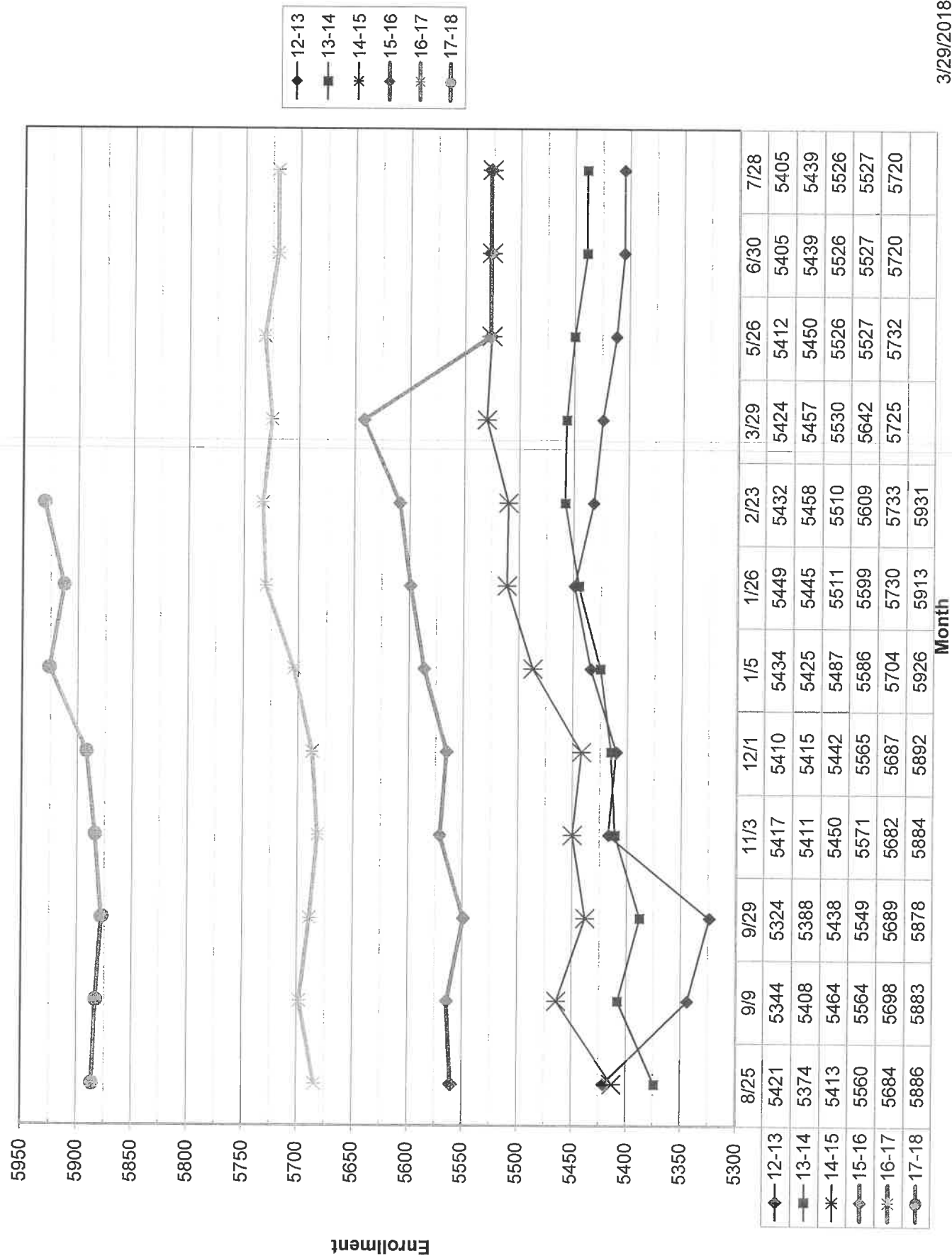
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	15,458,309.41	760,560.20	16,218,869.61
9130	REVOLVING CASH ACCOUNT	24,900.00	100.00	25,000.00
9135	CASH W/ FISCAL AGENT		69.59-	69.59-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	2,444,314.72	2,285,482.68-	158,832.04
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
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,731,275.67-	1,959,284.22	771,991.45-
9522	STRS REF EXCESS CONTRIBUTION	166.72-	697.18-	863.90-
9550	USE TAX LIABILITY	12,932.46-	5,555.71	7,376.75-
9553	REPAY		1,190.32	1,190.32
9554	INSURANCE	5,066.81	783,170.09	788,236.90
9556	MISC DISTRICT VOL-DEDS (1)	100.80	59.80-	41.00
9557	Refunds of PERS, STRS, SS, MED		1,735.45-	1,735.45
9564	RETIREE LIABILITY	17,754.41-	94,074.45-	111,828.86-
9567	INSURANCE MISCELLANEOUS	105.98	81,476.59-	81,370.61-
9610	DUE TO OTHER FUNDS	438.53-	438.53	.00
9640	CURRENT LOANS (TRANS)		1,000,000.00-	1,000,000.00-
9650	UNEARNED (DEFERRED) REVENUE	555,843.72-	.00	555,843.72-
* NET YEAR TO DATE FUND BALANCE	* *	14,918,530.10 *	221,719.66-*	14,696,810.44 *
* EXCESS REVENUES/(EXPENDITURES)	* *	14,918,530.10 *	221,719.66-*	14,696,810.44 *

UNRESTRICTED/RESTRICTED COMBINED

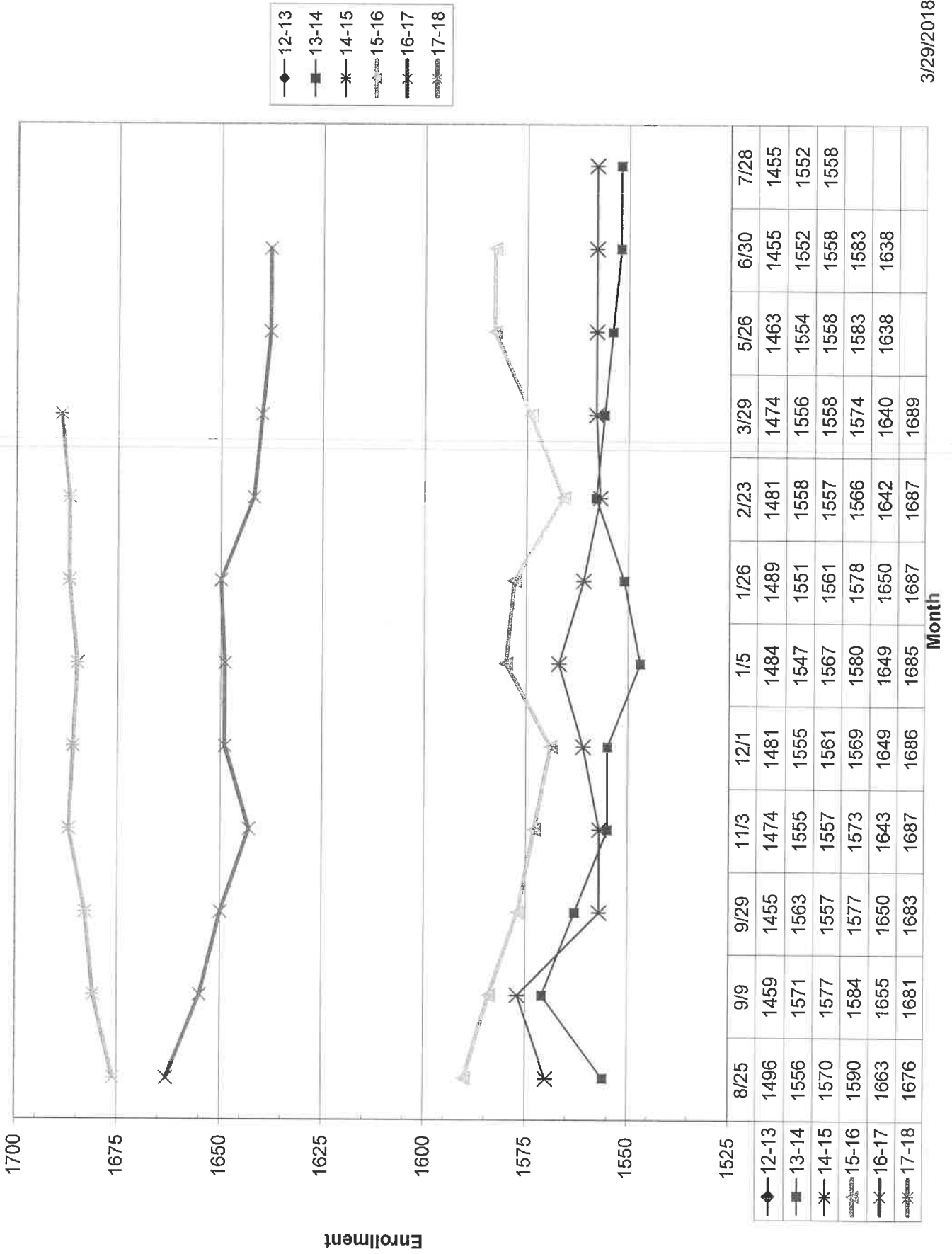
FUND: 01 GENERAL FUND/COUNTY SSF

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	121,656,093.00	3,242,684.00	124,898,777.00	85,499,935.32	39,398,841.68	68.45
B.	EXPENDITURES	121,300,716.00	3,408,144.00	124,708,860.00	85,703,724.51	39,005,135.49	68.72
C.	EXCESS REVENUES (EXPENDITURES)	355,377.00	165,460.00-	189,917.00	203,789.19-	393,706.19	0.00
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	165,460.00-	189,917.00	221,719.66-	411,636.66	0.00
F.	FUND BALANCE :						
	BEGINNING BALANCE (9791)	.00	.00	.00	.00	.00	NO BDGT
	AUDIT ADJUSTMENTS (9793)	.00	.00	.00	.00	.00	NO BDGT
	OTHER RESTATEMENTS (9795)	.00	.00	.00	.00	.00	NO BDGT
	ADJUSTED BEGINNING BALANCE	.00	.00	.00	.00	.00	NO BDGT
G.	ENDING BALANCE	355,377.00	165,460.00-	189,917.00	221,719.66-	411,636.66	0.00

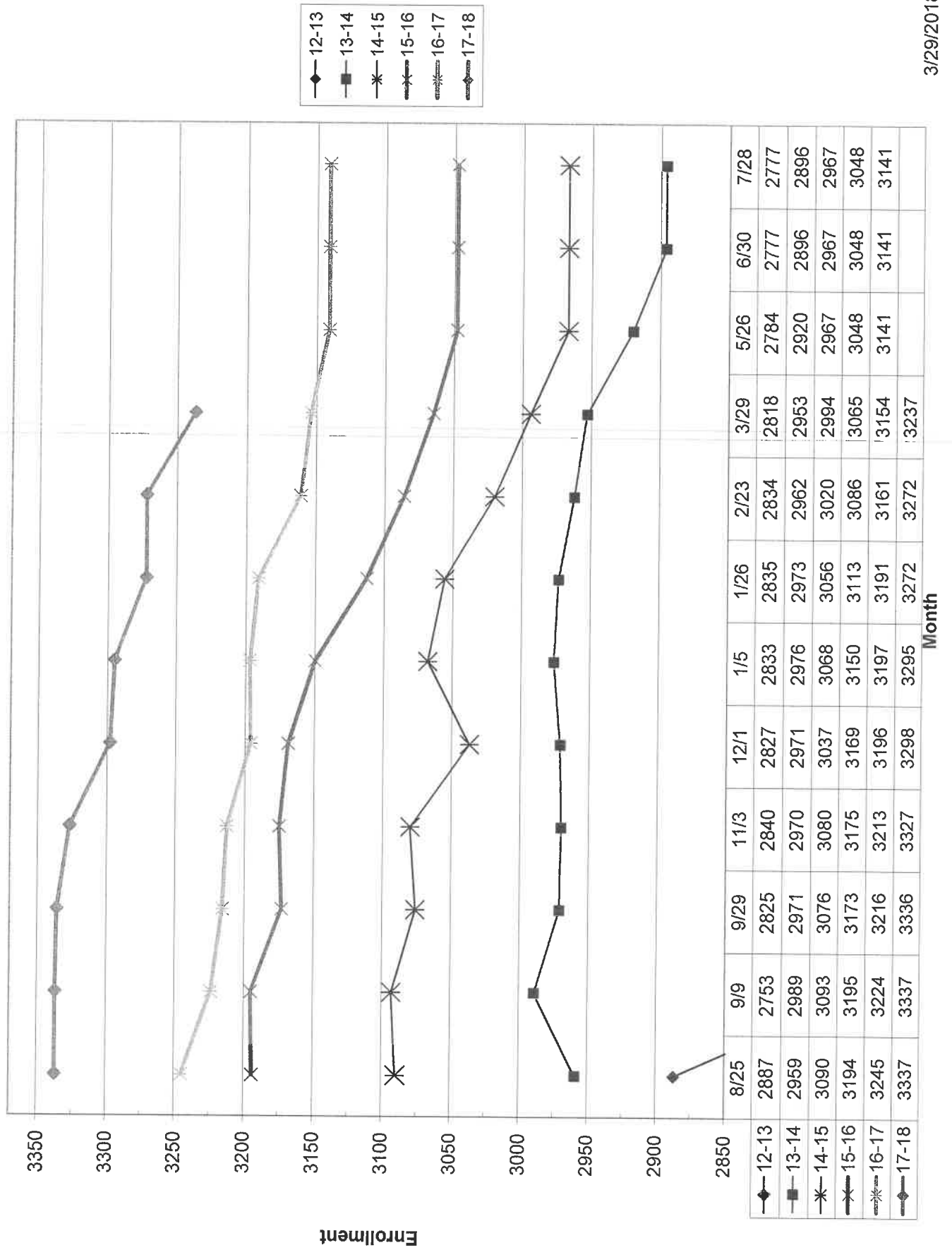
K-6 Enrollment (including SDC) by Month



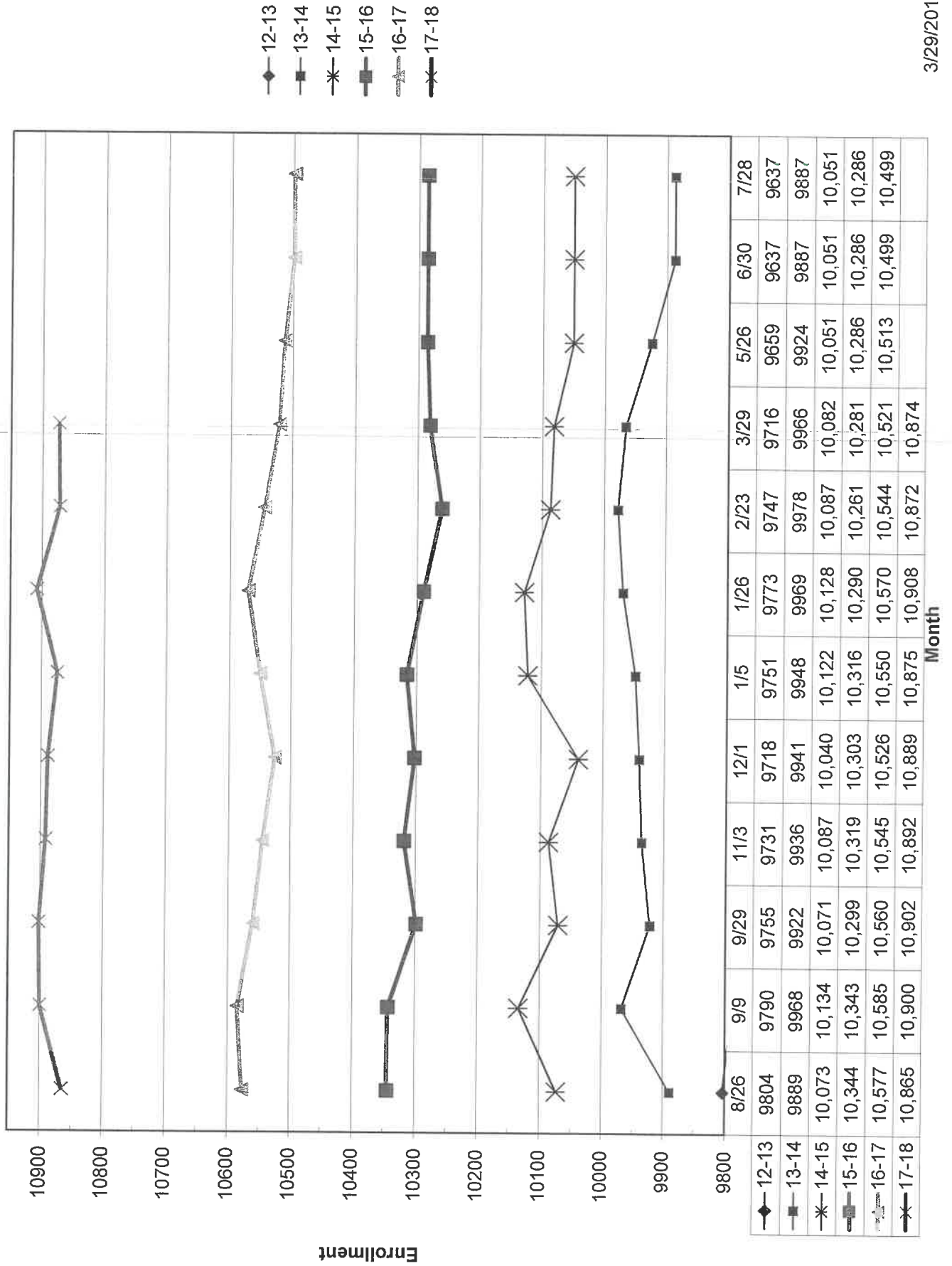
7-8 Enrollment (including SDC)



9-12 Enrollment (including SDC)



K-12 Enrollment (including SDC) by Month



Los Banos Unified School District
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	12.67%	12.67%
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	9.63%	22.30%
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	12.70%	35.01%
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	10.09%	45.10%
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	9.13%	54.23%
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	10.02%	64.24%
JAN	\$50,405.07	5.54%	98.19%		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	29.31%	93.55%
FEB	\$1,345.14	0.15%	98.34%	\$61,428.06	4.18%	30.29%	\$273,114.28	11.91%	44.38%	\$73,499.29	3.39%	96.94%
MAR		0.00%	98.34%	\$111,836.09	7.61%	37.90%	\$165,196.51	7.20%	51.58%	\$66,230.85	3.06%	100.00%
APR		0.00%	98.34%	\$304,266.24	20.71%	58.61%	\$145,515.82	6.35%	57.93%		0.00%	100.00%
MAY		0.00%	98.34%	\$436,037.69	29.68%	88.29%	\$787,362.62	34.34%	92.27%		0.00%	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%		\$2,167,701.17	100.00%	

Board Reference Material

SUBJECT TITLE: Student Club Approval

REQUESTED ACTION:

Action X Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve the following new club, American Red Cross.

BACKGROUND INFORMATION:

In order for a club to be recognized at the school site, it is required to have an approved Constitution and an Advisor. The club must then receive a positive affirmation from both the ASB Advisor and the Site Principal. The club will then be voted upon and approved by the Associated Student Body (ASB). After the ASB takes action, the club must then be forwarded to the District for approval and then to the Board. The following club has met the established criteria and is recommended for approval:

American Red Cross

A number of legal actions have taken place which further defines key concepts as they relate to clubs and organizations. The Federal Equal Act (20 USC 4071-4074) applies specifically to secondary schools. Pursuant to this Act, a District with a limited open forum must allow equal access to any student-initiated group in a secondary school wishing to conduct a meeting, without regard to the religious, political, philosophical, or other content of the speech at such meetings. Basically, if a District permits any non-curriculum-related student groups to meet on school premises during non-instructional time, then, regardless of any policy to the contrary, it has created a "limited open forum".

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This indirectly supports Board goals. Student organizations reinforce the instructional program giving students practice in democratic self-government.

ALTERNATIVES/IDENTIFIED OPPOSITION:

Some community members may not like the formation of certain clubs because they do not align with their religious, political, or philosophical beliefs. However, in a limited open forum, if the club follows the established rules and regulations, they must be allowed to form.

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

None identified.

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School
Date: April 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 January – March 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: April 12, 2018

Board Reference Material

SUBJECT TITLE: **LBUSD AR 6146.11 – Marching Band for PE Credit (Revision)**

REQUESTED ACTION: Declare Intent to Adopt

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the revision to Administrative Regulation (AR) 6146.11 that allows students to earn PE credit for participation in marching band.

BACKGROUND INFORMATION:

To afford more opportunities for high school students to complete their graduation requirements while having a diverse, rigorous and well rounded selection of courses, the successful completion of 2 (two) seasons of marching band will allow students to fulfill their second year of physical education. This meets the objectives and criteria of Education Code Section 33352.

This is consistent with similar policies in place across the state and matches the current LBUSD policy that allows students to earn 1 (one) semester of PE credit for each season of a CIF sport they complete.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal #2: All students will graduate from high school having completed a clear pathway of A-G requirements and ready to enter a four-year university...

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Paul J. Enos, Asst. Superintendent

Date: April 12, 2018

Los Banos USD

Administrative Regulation

Alternative Credits Toward Graduation

AR 6146.11

Instruction

Juvenile Court School

The district shall accept for credit any coursework satisfactorily completed by students while detained in a juvenile court school or county or state-operated institution. District students who successfully complete district graduation requirements while so detained shall receive a diploma from the school they last attended. (Education Code 48645.5)

College Courses

The district shall give credit toward high school graduation for course work successfully completed at a junior college or state college, provided that:

1. The student applies in writing for the credit. (Code of Regulations, Title 5, Section 1630)
2. The course subject is included in the high school course of study. (Title 5, Section 1630)
3. At the student's request, the course is not being applied for credit toward college graduation. (Title 5, Section 1630)
4. Three and one-third semester periods' of high school credit is given for the same number of units earned in college. (Title 5, Section 1630)
5. The student receives the same letter grade for the high school credit as is granted by the college.

Athletics:

1. Students exempted from regular physical education class when participating in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours shall be granted P.E. credit for the time spent in the athletic program.
2. Students will only be allowed to use athletic participation for P.E. credit after successfully completing both the fall and spring semesters of 9th grade P.E. in their 9th grade year with a grade of "C" or better.

Marching Band:

1. Marching Band may be taken during the fall semester and used toward meeting 1 (one) semester of the physical education requirement for each semester completed (with a maximum of 2 semesters for 1 year credit).

2. Students will only be allowed to use marching band for P.E. credit after successfully completing both the fall and spring semesters of 9th grade P.E. in their 9th grade year with a grade of "C" or better.

Regulation LOS BANOS UNIFIED SCHOOL DISTRICT
approved: July 10, 1997 Los Banos, California
revised: February 8, 2018

Board Reference Material

SUBJECT TITLE: Student Teacher Agreement

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve a Student Teaching Agreement with Teachers College of San Joaquin for the 2018-19 school year.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports Board Goal #7: Recruit, hire, train and retrain administrative, instructional and classified staff that will provide the best educational environment for the students of Los Banos Unified School District.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

None.

ORIGINATOR: Tammie Calzadillas, Assistant Superintendent of Human Resources
Date: April 12, 2018



Co-Sponsor Agreement

IMPACT INTERN PROGRAM

2018 – 2020 Academic Years

Enclosed is a co-sponsor agreement for your educational agency official to sign and return. When hiring an intern, a co-sponsor agreement between an employing agency and a CA Commission on Teacher Credentialing (CCTC) approved Program Sponsor must be in place in order to comply with CCTC requirements. The Teachers College of San Joaquin (TCSJ) IMPACT Intern Credential Program is housed within the San Joaquin County Office of Education.

GENERAL PARTNERSHIP AGREEMENTS:

Intern programs are the result of a partnership between the institution that prepares teachers (Program Sponsor) and the employer. The district or employing agency agrees that there is a need for teachers and that certificated employees will not be displaced when hiring interns.

1. The employing agency shall ensure that site administrators with employed interns are aware of the shared responsibilities set forth in this agreement.
2. The employing agency shall assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person to the TCSJ IMPACT Intern Program.
3. The employing agency shall provide representation at Consortium meetings.
4. The employing agency ensures the intern candidate is a teacher of record in a minimum .5 FTE capacity fully aligned to credential being sought.
5. Intern assignments must enable the candidate to attend classes on time and complete the requirements of the TCSJ IMPACT Intern Program.
 - a. To the extent possible, and in accordance with the educational agency bargaining unit guidelines, the educational agency agrees to assign minimal extra/co-curricular activities and/or provide early release to the intern.
6. The employing agency shall respond to requests for evaluation data as requested by the CCTC and TCSJ IMPACT Intern Program, including survey completion, demographic and/or retention information.
7. Interns who are admitted into the Teachers College of San Joaquin IMPACT Intern Credential Program must:
 - a. Be employed as the teacher of record in an assignment that aligns with the credential being pursued (Mild/Moderate, Moderate/Severe, Early Childhood Special Education, Multiple Subject or Single Subject classroom);
 - b. Complete TB testing and fingerprinting with the employing agency;
 - c. Be employed in a setting where video capture is permitted for candidate reflection and Teaching Performance Assessments (TPAs);
 - d. Be employed at a site with a fully qualified site administrator;
 - e. Be employed as the teacher of record in a minimum .5 FTE capacity fully aligned to credential being sought;

IMPACT INTERN PROGRAM

Co-Sponsor Agreement

Revised January 18, 2018

Page 1 of 5

- f. Be employed in a face-to-face instructional setting with the same group of students on a daily or weekly basis as determined by the master schedule;
- g. Provide all documents required by the CCTC and TCSJ IMPACT Intern Program;
- h. Be enrolled in the TCSJ IMPACT Intern Program.

PEER SUPPORT/COACHING & MENTORING:

Pursuant to California Education Code 44321, the supervision, mentoring and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. Per CCTC, employers are responsible for ensuring that the intern they have hired is supported. **Prior to an intern assuming daily teaching responsibilities**, the employer must identify a peer coach/mentor. The peer coach/mentor may not be the intern's supervisor/evaluator.

The combination of **employer-provided** support and mentoring, and program support and supervision (provided by TCSJ) to the intern must include the following:

1. A minimum of 144 hours of annual support/mentoring and supervision:
 - a. Support may include, but is not limited to weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues.
 - b. A minimum of five hours per week of support/mentoring and guidance must be provided to an intern teacher by the employing agency.
 - c. The program sponsor will provide opportunities to fulfill a portion of the 144 hours of general support needed each year.
 - d. The program sponsor will provide the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
 - e. The intern will be responsible for documenting hours of support received.
2. An additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to an intern teacher unless the intern holds a CLAD, EL Authorization or has passed all sections of the CTEL Examination.
 - a. The employing agency must identify an employee who will be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed.
 - b. The identified coach/mentor **may** be the same peer coach/mentor that is providing general support and supervision provided that the individual possesses an English learner authorization and will be immediately available to assist the intern teacher in working with English learners.
 - c. The program sponsor will provide opportunities to fulfill a portion of the 45 hours of support/mentoring and supervision specific to meeting the needs of English learners.

IMPACT INTERN PROGRAM

Co-Sponsor Agreement

Revised January 18, 2018

Page 2 of 5

- d. The program sponsor will provide the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
3. The peer coach/mentor must meet the following minimum qualifications:
 - a. Hold a valid corresponding Clear or Life credential in the content area he/she is supporting;
 - b. Possess EL Authorization if responsible for providing specified EL support;
 - c. Have three years of successful teaching experience;
 - d. Agree to complete 10 hours of initial orientation, provided by the program.
4. Sufficient resources are to be provided, including the identification of protected time for employer-provided peer coach/mentor to work with the intern **within** the school day.
5. The employer determines the terms of employment for the peer coach/mentor and additional personnel. It is at the discretion of the employer to determine if the peer coach/mentor and/or additional personnel receive compensation and if so, compensation is the responsibility of the employer. The employer agrees to provide any substitute release time necessary to train the peer coach/mentor and for the peer coach to conduct observations if needed.
6. The employing agency shall honor the confidentiality between the intern and peer coach/mentor while monitoring the contact and effectiveness of the peer coach/mentor.
7. Issues regarding a peer coach/mentor will be addressed in a timely way, with a plan for intervention or reassignment, if necessary.
8. The employing agency agrees to allow, after parent permission is granted, the Support Supervisor to observe Education Specialist candidates during an IEP meeting, or failing that, to debrief with a participating educational agency administrator who was present at a recent IEP meeting conducted by the candidate.

RESPONSIBILITIES OF EMPLOYING AGENCIES/DISTRICTS

The employing agency acknowledges that:

1. Candidates will pay tuition/fees during their enrollment in the program and, if appropriate, the employer will assist the TCSJ IMPACT Intern Program Student Account's office to establish monthly payroll deduction of tuition for the intern. Credential recommendations cannot be made if the candidate is not in "good financial standing".
2. The credential recommendation is jointly made between the educational agency and the TCSJ IMPACT Intern Program. Employment decisions, such as continuing employment and tenure decisions, are separate from credentialing decisions. In the instance when the employing agency, for whatever reason, no longer employs an intern candidate, the program sponsor will make the recommendation for the appropriate credential if the candidate has successfully completed the intern program.

3. Should a candidate not fulfill the completion requirements of the TCSJ IMPACT Intern Program, including timely payment of tuition, the program may drop the candidate, which we acknowledge may create employment issues for the educational agency. Program personnel will consult with appropriate educational agency staff and the candidate prior to this decision.
4. Candidates will be compensated for units earned in the program in the manner normally provided to all educational agency teachers.
5. Candidates will be evaluated annually.

RESPONSIBILITIES OF PROGRAM SPONSOR (TCSJ):

The responsibilities of the Program Sponsor, Teachers College of San Joaquin IMPACT Intern Program (San Joaquin County Office of Education), shall include the following:

1. Identification and assignment of a Support Supervisor and allocation of additional personnel if needed to provide on-site support for the intern;
2. Providing appropriate orientation and training for the Support Supervisor and peer coach/mentor;
 - a. The content of this orientation includes but is not limited to characteristics of coaching, expectations for time and frequency of visitations, developing an understanding of the Teaching Performance Expectations, and process for documenting observations and evaluations of intern.
3. Establishing effective and on-going communication with employing agency and TCSJ IMPACT Intern personnel (e.g. Support Supervisor, Program Evaluator, Program Coordinators, Program Director and President) as appropriate to ensure a successful teaching experience for the intern;
4. Providing all CCTC required coursework for the Preliminary Credential and assistance with questions or issues in regard to credentialing;
5. Processing appropriate documents with the CCTC for intern, preliminary, and clear (if appropriate) credentials for candidates.

TO BE COMPLETED BY THE EMPLOYING AGENCY:

Type of Educational Agency

☐ COE ☐ District ☐ Charter ☐ NPS ☐ Private

CDS Code (7 or 14 digit) _____

Name of Agency: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Email: _____

The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2018-2020 academic years (7/1/18 - 6/30/20):

Name of Approving Official: _____

Position/Title: _____

Signature of Approving Official: _____ Date: _____

Signature of Educational Agency Board President (optional): _____

Date: _____

Signature of TCSJ Director of IMPACT Credentials: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

Please complete the Co-Sponsor information (type or print) and return the entire document to:

Crysol Salcedo

Email: csalcedo@sjcoe.net or

Fax: 209.468.9124 or

U.S. Mail: P.O. Box 213030 Stockton, CA 95213-9030

Candidates will not be admitted to the Teachers College of San Joaquin IMPACT Intern Credential Program without a current Co-Sponsor Agreement from the sponsoring educational agency on file.

IMPACT INTERN PROGRAM

Co-Sponsor Agreement

Revised January 18, 2018

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Board Reference Material

SUBJECT TITLE: Student Teacher Agreement

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

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

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Supports Board Goal #7: Recruit, hire, train and retrain administrative, instructional and classified staff that will provide the best educational environment for the students of Los Banos Unified School District.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

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

None.

ORIGINATOR: Tammie Calzadillas, Assistant Superintendent of Human Resources
Date: April 12, 2018

FRESNO STATE

Kremen School of Education and Human Development

March 16, 2018

District Superintendent:

The Kremen School of Education and Human Development at Fresno State would like to thank you and your district for the continued support and partnership in the preparation of teachers for your district and the Central Valley region. For the last decade we have focused on local pipelines and in growing partnerships and residencies.

We have placed a teacher candidate within your school district this semester and are contacting you at this time due to changes made by the State of California related to selection of Master Teacher/Mentors, the Teacher Performance Assessment, and clinical site selection. There are also additional requirements in the manner in which programs document the progress of our teacher candidates (including interns). **Attached is our updated MOU** which documents the CCTC requirements. *(Included you will find the pertinent items from the CTC Preliminary Multiple and Single Subject Credential Program Standards).*

One significant change is the requirement for districts/school sites to “**permit video capture for candidate reflection.**” The video capture of the candidate’s teaching will be stored on a secured server that is password protected and not publicly accessible. University faculty and teacher candidates will be the only people accessing the videos and will be used for the sole purpose of reflection and evaluation of the teacher candidate.

We understand that district technology release agreements may vary. Our candidates will be trained to seek guidance/approval from the master teacher/mentor or appropriate site administrator prior to setting up the video capture. In addition to video capturing for reflection, another change is related to the training and support of master teachers/mentors. We will work with your district to honor appropriate district PD hours, provide on-site support, and have convenient online modules available.

Please review the MOU and utilize the process required in your district to secure support. We are requesting that we receive the approved MOU by **Friday, April 20, 2018**. If additional information or clarification is needed please contact Associate Dean, Laura Alamillo, at lalamillo@csufresno.edu or 559.278.0210.

Sincerely,



Paul Beare, Dean
Kremen School of Education and Human Development
California State University, Fresno

Kremen School of Education and Human Development
California State University, Fresno

5005 North Maple Avenue M/S ED1 • Fresno, California 93740

P 559.278.0210

F 559.278.0113

www.FresnoState.edu/kremen/

THE CALIFORNIA STATE UNIVERSITY

DISCOVERY. DIVERSITY. DISTINCTION.

Redacted from CCTC website with language adopted in December 2015 and implemented in Fall 2017:

B. Criteria for School Placements Clinical sites (schools) should be selected that demonstrate commitment to collaborative evidence-based practices and continuous program improvement, have partnerships with appropriate other educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, reflect to the extent possible socioeconomic and cultural diversity, and permit video capture for candidate reflection and TPA completion. Clinical sites should also have a fully qualified site administrator.

C. Criteria for the Selection of Program Supervisors The program selects individuals who are credentialed or who have equivalent experience in educator preparation. Supervisors should be expert in the content area of the candidate being supervised and should have recent professional experiences in school settings where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of California's student population. The program provides supervisors with orientation to the program's expectations and assures that supervisors are knowledgeable about the program curriculum and assessments, including the TPEs and the TPA model chosen by the program. In addition, program supervisors maintain current knowledge of effective supervision approaches such as cognitive coaching, adult learning theory, and current content specific pedagogy and instructional practices.

D. Criteria for the Selection of District-Employed Supervisors (also may be known as the cooperating teacher, master teacher or on-site mentor) The program selects district supervisors who hold a Clear Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the employer and the preparation program. The matching of candidate and district-employed supervisor must be a collaborative process between the school district and the program. The program provides district employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations.

AGREEMENT No. _____

Page 1 of 4

AGREEMENT BETWEEN
CALIFORNIA STATE UNIVERSITY, FRESNO

Kremen School of Education and Human Development
Credential Programs

AND

Unified School District

(Agency's Name)

THIS AGREEMENT is made and entered on _____ pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees", on behalf of CALIFORNIA STATE UNIVERSITY, FRESNO, hereinafter called the "Institution", and _____ Unified School District called the "Agency".

WITNESSETH:

WHEREAS, the Institution provides an accredited health care or educational program, approved by the Trustees which requires clinical/education experience and the use of clinical/educational facilities; and

WHEREAS, the Agency has facilities and accredited site supervisors/teacher mentors suitable for providing clinical/educational experience for the Institution's program, and

WHEREAS, it is to the mutual benefit of the parties hereto that candidates have opportunities to use the facilities of the Agency for their learning experience.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits derived therefrom, the parties hereto agree as follows:

I. AGENCY SHALL:

- A. Provide facilities as presently available and as necessary for the development and maintenance of a clinical/educational experience for candidates of the program.
- B. Maintain the Agency facilities used for the clinical/educational experience in such a manner that said facilities shall conform to all requirements of applicable State Boards, and/or Business and Professional Codes.

AGREEMENT No. _____

Page 2 of 4

AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, CALIFORNIA STATE UNIVERSITY, FRESNO; **Kremen School of Education and Human Development** AND **Unified School District**

- C. Assure that staff is adequate in number and quality to insure safe and continuous management of the candidate program in cooperation with the Institution's instructors.
- D. Provide instructors and candidates taking part in the field experience, whenever possible, other incidentals that may be mutually agreeable.
- E. Provide emergency first aid for any candidate who becomes sick or injured by conditions arising out of or in the course of said candidate's participation in the clinical experience at the Agency. Provide medical examinations or other protective measures that may be required by the Agency.
- F. Have the right, after consultation with the Institution, to refuse to accept for further clinical/educational experience any of the Institution's candidates who in the Agency's judgment, are not participating satisfactorily.
- G. Permit video capture for candidate reflection and State requirements. Video will only be used for educational purposes and will not be made public.

II. INSTITUTION SHALL:

- A. Designate the candidates who are enrolled in the program of the Institution to be assigned for clinical/educational experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotational plan for the clinical/educational experience by mutual agreement between appropriate representatives.
- C. Provide external coaching/supervision to the Agency, which will provide the necessary oversight for the clinical/Educational experience program provided for under this agreement. Keep all attendance and academic records of candidates' participation in said program.
- D. Advise every candidate to conform to all applicable Agency policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Agency.
- E. In consultation and coordination with the Agency's representatives, plan for the clinical/educational experience to be provided to candidates under this agreement.
- F. In consultation and coordination with the Agency's staff, periodic conferences between appropriate representatives of the Institution and Agency will be scheduled to provide evaluation and mentoring of the candidate's clinical/educational experience in the program.

AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, CALIFORNIA STATE UNIVERSITY, FRESNO; **Kremen School of Education and Human Development** AND **Unified School District**

III. GENERAL PROVISIONS:

- A. Candidates are volunteers of the Agency and entitled to Worker's Compensation coverage. The Institution will provide Worker's Compensation coverage to students for injury or disease arising out of their use of the Agency's facility while participating in the Institution's program.
- B. Trustees shall be responsible for damages caused by the negligent acts of its officers, agents, and employees occurring in the performance of this agreement. Agency shall be responsible for damages caused by the negligent acts of its officers, agents and employees occurring in the performance of this agreement. It is the intention of the Institution and Agency that the provision of this paragraph be interpreted to impose on each party responsibility for the negligent acts of their respective officers, agents, and employees. Candidates/Students will be responsible for their own professional liability insurance.
- C. This Agreement shall become effective on the date of countersignature and shall continue to a period of five (5) years, provided however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intentions to so terminate.
- D. There shall be no monetary obligation on the Institution or Agency, one to the other.
- E. This Agreement may at any time be altered, changed or amended by mutual agreement of the parties in writing. Additionally, this Agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees of the Institution, and the Agency.

AGREEMENT No. _____

Page 4 of 4

Any written notice given under this Agreement shall be sent by registered mail to each address below:

Agency Name & Address:

Dept. Name & Address:

California State University, Fresno
Procurement & Support Services
5150 N. Maple Ave., M/S JA111
Fresno, CA 93740-8026
(559) 278.2111

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

INSTITUTION
CALIFORNIA STATE UNIVERSITY, FRESNO

By _____
Brian Cotham Date _____
Title: Director of Procurement

By _____
Lisa Kao Date _____

Title: Associate Director, Environmental Health & Safety and Risk Management

AGENCY

By _____
Name: _____
Title: _____

Board Reference Material

SUBJECT TITLE: **Lease Agreement, Cardiac Science**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the lease agreement for automated external defibrillators (AED) for placement at secondary and elementary school sites.

BACKGROUND INFORMATION:

New legislation (SB 658) enacted in 2015 makes the requirements for schools to maintain AEDs less stringent, making it easier for schools to keep and maintain AEDs on campus. Sudden cardiac arrest is a leading cause of death in the United States and research proves that automated external defibrillators (AEDs) save lives. AEDs are extremely easy to use, difficult to misuse, and come with bilingual instruction and voice prompts. Access to AEDs at schools sites, school functions and sporting events will save lives and significantly improve student, employee, and overall community safety.

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:

None at this time.

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

Automated external defibrillators will cost the district 77 dollars per month per device. Installation and on-going maintenance is included.


ORIGINATOR: Min Yuan, Director of Special Services


Date: April 12, 2018



Financial flexibility. A life-saving investment.

The following finance documents are for equipment from Cardiac Science Capital.
Please check off each item as it's completed.

- ☐ Please verify the legal name, billing address and equipment location are correct on all documents. If any of the information is **incorrect** please **DO NOT SIGN** the documents and contact Cardiac Science with the correct information. We will send out new documents with the corrected information.
- ☐ Equipment finance agreement signed by an owner/authorized corporate officer from your company where indicated. Cross-outs, white outs and signature stamps cannot be accepted.
- ☐ Are you or the equipment tax exempt? (please circle) YES NO If yes, please provide your sales tax exempt certificate.
- ☐ Please provide an email address for account information and updates:

- ☐ Insurance is required on the financed equipment with 2 options. **No action is needed right now, you will receive official instructions in the mail when your lease commences.**
 - o Option 1: Lessor provides replacement cost coverage including but not limited to: fire, theft, flood, hurricane, lightning, power surge, wind & accidental damage.
 - o Option 2: Your agent can send us evidence of insurance per the terms of the contract.
 - o You will receive more information when the lease commences.
- ☐ Please fax or email signed copies of everything above to Cardiac Science Capital.

Please sign here once all items are checked: 

Feel free to call me directly at 570.856.2045 if you have any concerns or questions.

Sincerely,

Cardiac Science Capital

Please mail the original documents and check within 3 business days to:
Cardiac Science Capital
C/O Marlin Equipment Finance
300 Fellowship Rd. Mt.
Laurel, NJ 08054
Attn: Anthony Olivo



CARDIAC SCIENCE™

TERMS AND CONDITIONS

These Terms and Conditions together with this agreement between Buyer and Cardiac Science shall apply to the sale to Buyer of all goods (including AEDs, oxygen, first-aid kits and other goods) and services (including training, consultation, maintenance and other services) purchased hereunder.

1. Terms and Conditions. This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.

2. Payment, Price & Acceptance. All sales are final and payment for products and services are due upon receipt of invoice, unless otherwise specified on the order. All prices are F.O.B. Cardiac Science's designated shipping point. Title and risk of loss shall transfer from Cardiac Science to Buyer at Cardiac Science's designated shipping point. Prices do not include, and Buyer shall pay applicable sales tax unless Buyer provides Cardiac Science with a valid tax exemption certificate. Buyer shall pay all freight, handling and insurance charges for shipments of goods. Upon Buyer's receipt, all goods shall be deemed accepted by Buyer unless Cardiac Science's Order Entry Department is contacted at 1-800-991-5465 within one business day of delivery, specifying the defects or discrepancies in the quality or quantity of goods. All services shall be deemed as accepted upon the performance thereof, unless Buyer provides Cardiac Science notice specifying defects or discrepancies in the quality of such services within one business day of delivery of services.

3. Training Services. When training has been purchased Cardiac Science shall contact Buyer within 5 business days to initiate the scheduling of training classes and Buyer agrees that training classes shall begin no later than 30 days after the date that Buyer receives delivery of the AED equipment. Buyer understands that Federal or State law may require training prior to AED equipment use, and Buyer agrees to meet all applicable requirements for training of personnel and operation of AEDs. The addition of students, classes or rescheduling of any class requires the prior approval of Cardiac Science. If Buyer cancels a scheduled training class within 10 business days, Buyer agrees to pay a 100% cancellation fee. Unused training expires 12 months from purchase.

4. Customer Obligations. Buyer shall immediately notify Cardiac Science's Customer Service Dept. at 1-800-991-5465 in the event of the following: (a) if equipment has been used for an emergency or is in need of service; (b) if the AED indicates, in any manner (either visually or by sound), that the unit requires service. Buyer agrees not to defeat, disable or circumvent any protection mechanism related to the AED device. Buyer agrees to use the AED(s) covered under this agreement in accordance with applicable law, the operating instructions and medical direction outlined in Cardiac Science's AED Response Protocol.

5. License. Cardiac Science hereby grants Buyer a revocable, non-exclusive, non-transferable license to use the products solely in accordance with applicable law and the operating instructions. Buyer may not copy, modify, decompile, disassemble or reverse engineer or create derivative works based upon any Cardiac Science product. Except for the rights expressly granted herein, no right, title or ownership interest in any product or service, including any copyright, patent, trademark, or other intellectual property or proprietary right therein, is conveyed to Buyer, expressly or by implication.

6. Indemnification. Cardiac Science Corporation ("CSC") will defend and indemnify any person or entity who purchases, rents, leases or uses/deploys an Automated External Defibrillator ("AED") from CSC or one of its authorized distributors ("Customer") against any claims, damages, liabilities, or actions asserted by any third party (each, a "Claim") arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of an AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. CUSTOMER MAY NOT TRANSFER OR ASSIGN ITS RIGHTS UNDER THIS POLICY.

Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if Customer does not follow the required maintenance procedures; (iii) for Claims arising from the negligence or other malicious or illegal actions of Customer or its personnel; or (iv) for claims involving use of non-Cardiac Science or out-of-date pads or batteries. In addition, CSC will not be obligated to indemnify Customer under this Agreement if the patient is successfully defibrillated through the use of the AED.

Coverage is effective for the period in which CSC is providing service and related support for AED models manufactured and deployed by CSC.

Customer Responsibilities

Indemnification is contingent upon the following:

- AEDs must be used for its intended purpose and in accordance with the instructions set forth in the AED User Manual.
- Customer must comply with the standard maintenance protocols for the AEDs set forth in the AED User Manual.
- Customer must preserve the self-test, rescue, and other data recorded by the AEDs and provide CSC access to such data.
- Customer must (a) give CSC prompt written notice of the Claim, (b) tender defense of the Claim to CSC, (c) cooperate with CSC and assist in the defense of the Claim, and (d) not settle the Claim without the prior written consent of CSC, which will not be unreasonably withheld.

7. Defense of Claims. Cardiac Science Corporation ("CSC") will assume unrestricted authority to defend or settle all claims under this policy. CSC will not be liable to Customer for any defense expenses (including but not limited to fees and disbursements of legal counsel) incurred by Customer subsequent to CSC's assumption of the defense case.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, (I) CARDIAC SCIENCE SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OF PROFITS, BUSINESS AND REVENUE) SUSTAINED OR INCURRED IN CONNECTION WITH THE AGREEMENT AND THE PRODUCTS AND SERVICES THAT ARE SUBJECT TO THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, AND (II) CARDIAC SCIENCE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY BUYER HEREUNDER. SOME JURISDICTIONS RESTRICT LIMITATIONS OF LIABILITY, SO THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

BY SIGNING THIS AGREEMENT, CUSTOMER REPRESENTS THAT THEY ARE AUTHORIZED TO PURCHASE AND AGREES TO CARDIAC SCIENCE TERMS & CONDITIONS. AEDs are intended for use by or on order of a physician or persons licensed by state law.

 HAVE READ AND AGREE TO CARDIAC SCIENCE'S TERMS AND CONDITIONS. Authorized Signature	 Print Name	 Title	 Date
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EQUIPMENT LEASE AGREEMENT

Marlin ("We" or "Us"):

☐ Marlin Leasing Corporation
300 Fellowship Road • Mt. Laurel, NJ 08054

or

☒ Marlin Business Bank
P.O. Box 1626 • Mt. Laurel, NJ 08054

 phone: 888.479.9111 • fax: 888.479.1100
www.marlinfinance.com

DESCRIPTION OF LEASED EQUIPMENT ("PRODUCTS") (Include quantity, make, model, serial number and accessories. Attach schedule if necessary.)

MUST BE COMPLETED

(15) CS Capital Packages w/ Cabinets

App # 1260759

CUSTOMER ("YOU")

Company Name (Exact business name): Los Banos Unified School District

 Address: 1777 S 11th St Los Banos CA 93635
 Street City County State Zip

 Phone: 2098263801 Email: Tax ID: ☒ Corp. ☐ Limited Liability Corp. ☐ Partnership ☐ Prop.

Products Location: 1777 S 11th St Los Banos, CA 93635 State of Incorporation/Organization:

Vendor: Cardiac Science Address: N7 W22025 Johnson Dr, Suite 100, Waukesha, WI 53186

Lease Term (Mos.)	Total No. of Payments	Amount of Each Payment	Advance Rentals	Security Deposit	Payment Frequency	Purchase Option
48	48	\$ 1,162.92 (Plus applicable taxes)	\$ 0 First 0 and Last 0 month(s)	\$ 0	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: Annual	\$1.00

TERMS OF AGREEMENT BELOW TO REVIEW THE USPA Federal Law DISCLOSURE - Please visit: WWW.MARLINFINANCE.COM/USPA

1. REQUEST FOR US TO ACQUIRE PRODUCTS FOR YOU. You (the Customer) wish to acquire certain Products from the vendor identified above. Rather than purchasing it yourself, you have come to Marlin and asked us to purchase it and then lease it back to you. In exchange for our agreement to do this, you have agreed to the terms in this equipment lease agreement (the "Agreement"). We have given you an opportunity to discuss and negotiate these terms with us, and the following is the final version of our contract. If there is any information deleted from above, you give us permission to fill it in. This Agreement is not binding on us until we sign it.
2. THE PRODUCTS: We agree to lease to you, and you agree to lease from us, the Products identified above and on any schedules attached to this Agreement. This Agreement also covers any and all replacement Products, add-ons, substitutions or accessories (collectively referred to as the "Products"). The other details of the Agreement such as the Payment amount, the initial Agreement term and other matters are set forth in the boxes above.
3. YOUR SELECTION OF THE VENDOR AND THE PRODUCTS. You hereby acknowledge and agree that: (a) YOU SELECTED THE VENDOR AND THE PRODUCTS BASED ON YOUR OWN SKILL AND KNOWLEDGE. (b) WE DID NOT SELECT OR INSPECT THE PRODUCTS, HAVE NEVER SEEN THE PRODUCTS AND HAVE NO EXPERT KNOWLEDGE REGARDING THEM. (c) YOU AGREE THAT THIS AGREEMENT IS A FINANCE LEASE AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. IT IS ALSO A "TRUE LEASE," MEANING THAT IT IS NOT A "LEASE INTENDED AS SECURITY," A CONDITIONAL SALE, A LOAN OR A SIMILAR ARRANGEMENT. (d) Prior to executing the Agreement, you received and approved the supply contract (if any) from the vendor, and you are now advised hereby that you may have rights against the vendor under the supply contract (if any) and that you may contact the vendor for information about what your rights against the vendor are (if any).
4. NO RIGHT TO CANCEL; OTHER IMPORTANT TERMS OF THE AGREEMENT. YOU AGREE AS FOLLOWS: (a) AGREEMENT CANNOT BE REVOKED; NO "TEST PERIOD." Because we are purchasing the Products for you at your request and cannot get a refund, this Agreement cannot be cancelled or revoked by you for any reason at any time, including but not limited to Products failure or defects, damage or loss. The Agreement cannot be prepaid except with our prior written permission on terms acceptable to us. There is no "test period" for the Products. (b) MARLIN IS NOT RELATED TO MANUFACTURER OR VENDOR; NO CLAIMS TO BE MADE AGAINST MARLIN. We are not related in any way to the Products manufacturer or vendor. Neither the vendor nor anyone else is an agent of ours, and no statement, representation, guarantee or warranty made by the vendor or other person is binding on us or will affect your obligations to us. Only an executive officer of Marlin is authorized to waive or alter any of the terms of this Agreement, and then only in writing. If the Products fail to operate properly, or the vendor or any other person fails to provide any installation, maintenance, or other service, you will make any complaint only against the vendor or other person and not against us (either by way of a claim, counterclaim, defense or excuse to payment). (c) MARLIN MAKES NO WARRANTIES. The Products are leased by us to you "as is," "where is" and with any and all faults. We have made no statement, representation, or warranty regarding the Products. We disclaim all express and implied warranties, including without limitation any implied warranty of merchantability or fitness for a particular purpose. We shall transfer to you all express warranties, if any, made by the vendor to us, but this does not imply that there are any such warranties. You may contact the vendor to get a statement of all warranties, if any. (d) BARGAINED FOR WAIVER OF RIGHTS. You waive any and all rights and remedies you have under article 2a of the Uniform Commercial Code, including sections 508 through 522 thereof.
- (e) DISCLAIMER OF LIABILITY. We are not liable for any loss, damage (including lost profits, special damages or incidental or consequential damages) or injury to you, your employees or any other person or property caused by the Products. (f) Time is of the essence with respect to the obligations of Customer under this Agreement. (g) Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction.
5. PAYMENT AMOUNT; INTERIM RENT; LATE FEE; DOCUMENTATION FEE. The monthly or other periodic Payment you have agreed to pay is stated above. The Payment amount is based on like term interest rate swap rates (the "Index Rate") and it may be adjusted based on the Index Rate in effect at the time we pay for the Products. In addition, you agree that we may adjust the Payment amount above if the final Products cost varies by up to 15% from the amount the Payment was based upon. You also agree to pay a partial payment (interim rent) covering the period between the delivery date and the date the first regular Payment is due. If we do not receive your Payment of any amount due under this Agreement by its due date, there will be a late fee equal 15% of the late amount (or, if less, the maximum amount allowable under applicable law), which you agree is a reasonable estimate of the costs we incur with respect to late Payments and is not a penalty. Upon your request, we will waive the first assessed late charge. We may charge you a one-time documentation fee up to \$500. You agree to pay (i) a convenience fee for any Payment you elect to make by telephone and (ii) a charge of \$30 if any Payment made by ACH or check is dishonored or returned.
6. AGREEMENT COMMENCEMENT AND TERM. This Agreement will commence when the Products are delivered to you and will continue for the entire Agreement term plus any interim rent period and any renewal term. The monthly (or other periodic) due date will be established by us. The due date for the first regular rental Payment will also be established by us; however, it will not be greater than 30 days from the date on which the Products were delivered to you.
7. ADVANCE PAYMENT(S) AND/OR SECURITY DEPOSIT. You have paid us one or more advance payments and/or a security deposit in the amount(s) indicated above. If the Agreement does not commence for reasons other than our own negligence, we may retain such monies to compensate us for our credit and other administrative costs. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under the Agreement have been met in full.
8. PRODUCTS DELIVERY AND USE. You understand and agree that we are not responsible for packaging, delivery, installation or testing of the Products. You (and/or the Vendor, if you have made such arrangements with the Vendor) are responsible for all such matters. You agree that you will not have any complaint against us if the Vendor or any other person improperly packages the Products or delays in delivering or installing them. YOU REPRESENT TO US THAT THE PRODUCTS WILL BE USED ONLY FOR COMMERCIAL, BUSINESS OR AGRICULTURAL PURPOSES, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. In addition, you agree not to attach the Products to any realty or otherwise permit to become a "fixture" to real estate or a structure thereon, nor will you trade it in, make alterations to it, sell or dispose of it without our prior written permission. You shall not allow any liens or encumbrances (for example, a mechanic's lien) to be placed on the Products. You will keep and use the Products only at the address listed above, will not move or return (Agreement continues on Page 2)

ACCEPTANCE OF EQUIPMENT LEASE AGREEMENT THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING AND CALL US IF YOU HAVE ANY QUESTIONS

X ☒ Signature of Customer _____ Print Name of Signer _____ Title _____ Date _____

Accepted and Signed by Marlin _____ Print Name of Signer _____ Title _____ Date _____

ACCEPTANCE OF AGREEMENT THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING AND CALL US IF YOU HAVE ANY QUESTIONS.

PER THE ARRANGEMENT WITH YOUR VENDOR, YOU HEREBY DIRECT THAT WE PAY YOUR VENDOR FOR THE PRODUCTS, NOTWITHSTANDING THAT YOU HAVE NOT RECEIVED SOME OR ALL OF THE PRODUCTS AND/OR NOT ALL OF THE PRODUCTS HAVE BEEN INSTALLED (WHERE APPLICABLE) AND ACCEPTED BY YOU. YOU AGREE THAT ANY ISSUES YOU MAY HAVE CONCERNING THE DELIVERY, INSTALLATION, IMPLEMENTATION AND/OR QUALITY OF THE PRODUCTS WILL BE RESOLVED EXCLUSIVELY BETWEEN YOU AND THE VENDOR. ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, WE WILL COMMENCE THE AGREEMENT, YOUR PAYMENT OBLIGATIONS TO US UNDER THIS AGREEMENT ARE NON-CANCELABLE AND IRREVOCABLE AND YOU WILL BE RESPONSIBLE TO MAKE ALL PAYMENTS AND COMPLY WITH ALL OTHER TERMS AND CONDITIONS UNDER THE AGREEMENT.

X ☒ Authorized Signature _____ Name and Title (Please Print) _____ Date _____

TERMS OF AGREEMENT (continued)

them prior to the end of the Agreement term and will not allow the Products to be used outside of the United States.

9. MAINTENANCE AND SERVICE. You agree that we are not responsible for installation, maintenance, repairs or service to the Products. You agree to use the Products strictly in the manner for which they are intended by the manufacturer, and you shall maintain the Products in good operating order. At the end of the term of the Agreement, unless you have been given a written option to purchase the Products and you make the purchase, you will be liable for all damage or distress to the Products. Your Payments may include amounts you owe to the vendor under a separate maintenance, service and/or supply arrangement. We may invoice such amounts on the vendor's behalf for your convenience. You agree that any claims related to maintenance, service or supplies will not impact your obligation to pay us the full amount due under the Agreement.

10. AGREEMENT ASSIGNMENT; SUBLEASE OF PRODUCTS. You agree that you may not assign, transfer or sell any of your rights or interests under the Agreement to any other person or entity, nor may you sublease or rent any of the Products to any other person or entity. However, you agree that we may assign, transfer, sell, pledge or otherwise encumber any or all of our rights and interests under this Agreement (including our rights and interests in the Products) to any other person or entity (including a bank or other secured party or a buyer) (collectively, a "third party") without prior notice to you. Such third party may also assign, transfer, sell, pledge or otherwise encumber its rights and interests. In this event, you agree that such third party, or its assignee or transferee, will receive all the rights and interests we had under the Agreement but none of our obligations or liabilities, if any. We will continue to be responsible for all such liabilities and will retain and honor all such obligations, if any. You promise and agree that you will not assert any claims, counterclaims, defenses or setoffs against such third party. You hereby acknowledge that any transfer of our rights and/or interests to a third party would not materially change your obligations under the Agreement or increase your risks.

11. DAMAGE TO PRODUCTS; RISK OF LOSS OF PRODUCTS; INSURANCE. You agree that we are not liable or responsible for any damage to the Products, or any loss of or casualty to the Products from any cause whatsoever. NO SUCH DAMAGE, CASUALTY OR LOSS WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THE AGREEMENT. You will notify us in writing within 5 days of any files becoming lost, stolen or damaged. If any item is lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item, you will promptly pay us, within 10 days of our demand, an amount equal to Marlin's Loss as defined in Section 16 with respect to such item at the time of payment based on the proportion that the original cost of such item bears to the total cost of all items of the Products. Upon payment of such amount to us, such item shall become your property, we will transfer to you, without recourse or warranty, all of our right, title and interest therein, the rent with respect to such item will terminate, and the rental payments on the remaining items will be reduced accordingly. You shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received will be credited to your obligation under this section and you will be entitled to any surplus. Whenever the Products are damaged and such damage can be repaired, you shall, at your expense, promptly effect such repairs as we deem necessary for compliance with section 11 above. You must maintain acceptable liability insurance with a minimum limit of \$1 million per occurrence naming us as "additional insured". You must keep the Products insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee" with a Lender's Loss Payable endorsement for the entire term of the Agreement. If you do not give us proof of the required insurance within 30 days after the Agreement commences (or within 30 days of any subsequent renewal date), then depending on the original cost of the Products we may, but are not obligated to, obtain insurance to cover our interests and charge you a fee for such coverage (including a monthly administration fee and a profit to us). You can cancel the insurance coverage fee at any time by delivering the required proof of insurance.

12. TAXES AND CERTAIN FEES RELATING TO THE AGREEMENT OR THE PRODUCTS. You agree and understand that the amounts we are charging you to rent the Products do NOT cover taxes, governmental fees and similar types of costs. Accordingly, you agree to pay us upon demand for all taxes (including but not limited to sales, property, use and other taxes), administrative costs and other charges and fees relating to this Agreement or to the use or ownership of the Products. We may adjust this Agreement and the monthly (or other periodic) Payment amount to finance for you any taxes due at Agreement inception. We may bill you based on our estimate of the taxes or based on actual assessments we receive. We may charge you an annual property tax administration fee up to \$25. If we gave you a \$1.00 purchase option, we may require you to file all personal property tax returns.

13. TITLE TO THE PRODUCTS. You agree that the Products are and will remain throughout the term of the Agreement solely our property. We will have title to the Products throughout the term, and this is a "true lease." You hereby grant us a first priority security interest in the Products and you authorize us and our agents to file Uniform Commercial Code Financing Statements recording such security interest (in case this is later determined not to be a "true lease").

14. YOUR REPRESENTATIONS TO US. The person signing this Agreement on behalf of the Customer hereby represents and warrants to Marlin that: This Agreement has been authorized by any and all action required of the corporation, partnership, limited liability company or other form of business (whichever applies in your case), and no consent of any other person or entity is necessary; the Customer has complete power to enter into this Agreement, and the person signing on behalf of the Customer has been authorized to do so; the Agreement is a legal, valid and binding obligation of the Customer, and enforceable against the Customer in accordance with its terms; all factual statements made in this Agreement and all other information supplied to us by the Customer or your representatives, is accurate and complete in all material respects. All prior conversations, agreements and representations relating to this Agreement or the Products are integrated herein. You will promptly execute and deliver to us such further documents and take such further action as we may request in order to carry out more effectively the intent and purpose of this Agreement.

15. DEFAULT DEFINED. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any rental Payment or pay any other amount due under this Agreement by its due date; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; or (c) you become deceased (if the Customer under this Agreement is one or more natural persons), go out of business, admit your inability to pay your debts as they fall due, become insolvent, make an assignment for the benefit of your creditors, file (or have filed against you) a petition in bankruptcy, a trustee or receiver of your business assets is appointed, or you sell all or substantially all of such assets; (d) you allow a controlling interest in the Customer (you) to be sold, transferred, or assigned to any person(s) or entity(ies) other than those who hold a controlling interest as of the date hereof whether by merger, sale or otherwise; (e) you enter into any merger or reorganization in which the Customer is not the surviving entity; or (f) you allow a Blocked Person to have ownership interest in or control of Customer. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States

government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Marlin, to be a person with whom Marlin is not permitted to extend credit to or with regard to whom, a Customer relationship may result in penalties against Marlin or limitations on a lessor's ability to enforce a transaction.

16. OUR REMEDIES UPON DEFAULT. In the event you default under this Agreement, as defined above, we will have the right to take ANY OR ALL of the following actions, in addition to any and all other remedies that may be available to us under law: (a) terminate the Agreement without prior notice or warning to you; (b) directly debit, via the Automated Clearing House (ACH) system, any Payment(s) due or amounts owed to us from any bank account(s) we have on file for you or that you may provide us with from time to time and, in doing so, you agree to be bound by NACHA Operating Rules; (c) file a lawsuit against you to collect Marlin's Loss. "Marlin's Loss" means the sum of (1) all past due rent Payments then due plus (2) all rent Payments that will become due in the future during the unexpired term discounted from the dates the respective rent Payments would be due at a discounted rate of 3% per annum, plus (3) the "residual value" of the Products as determined by us in our sole but reasonable judgment, plus (4) all other fees, charges or amounts that are then due. You agree to pay all of our reasonable legal costs, including but not limited to reasonable attorney's fees, and/or reasonable overhead for employee time spent on preparing for suit or attempting to collect Payments; and/or (d) repossess or disable the Products or apply to a court for an order allowing repossession. In this event, you agree that, after the Products are repossessed or disabled, you will have no further rights in the Products, and you agree we may resell, re-lease or otherwise remarket the Products without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to disable, repossess, resell, re-lease or otherwise remarket the Products at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law. No delay or omission on our part in exercising any rights hereunder shall operate as a waiver of any of our rights and a waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon us unless it is in writing and signed by us.

17. PERSONAL JURISDICTION OVER YOU IN PENNSYLVANIA, PLACE FOR ANY LAWSUIT. You hereby acknowledge that this Agreement was accepted by us in Pennsylvania, where we maintain an office, and it did not take effect until we received the executed legal documents in our Pennsylvania office. Accordingly, YOU AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. YOU AGREE THAT ANY SUIT RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN A STATE OR FEDERAL COURT IN PENNSYLVANIA, AND YOU IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND WAIVE ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT OR IMPROPER FORUM. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred. We and you have agreed that a scanned, facsimile or electronic version of this Agreement and of the signatures of both parties shall be as valid, authentic and legally binding as an original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and the execution of the Agreement. Our copy of this Agreement will be deemed chattel paper and evidence your monetary obligation to us. Any written notice hereunder to Customer or Marlin shall be deemed to have been given when delivered personally or deposited with a recognized overnight courier service or in the United States mail, postage prepaid, addressed to recipient at its address set forth on the first page of this Agreement or at such other address as may be last known to the sender.

18. TAX BENEFITS BELONG TO MARLIN. The following applies to this Agreement UNLESS, at the commencement of this Agreement, we execute and deliver to you a document signed by an executive officer of Marlin giving you the option at the end of the Agreement term to purchase the Products for one dollar (\$1.00). For all state, federal and local tax purposes, we (or our successors and assigns) are the sole owner of the Products and we are entitled to all tax benefits relating to the Products, including but not limited to tax credits, depreciation and deductions. You agree not to do anything that is inconsistent with our ownership of the Products. You agree not to claim to be the owner of the Products on any tax returns or in any other document or for any other purpose. If you do anything or file anything that causes us to lose any such tax benefit contemplated above, or if we suffer any harm, damage, cost, loss, liability (for example, if interest or tax penalties are imposed against us), or if any suit or proceeding is brought against us, arising out of your breach of any of the agreements you have made in this section, you agree to hold us harmless, defend us and indemnify (reimburse or pay) us with respect to the amount of such lost benefits or other damage, loss, cost (including reasonable attorneys fees) or liability. This duty to indemnify us shall survive the termination of this Agreement.

19. OTHER INDEMNIFICATION. You understand that we have no control over your use of the Products and for the amount of rent we are charging we cannot agree to accept any financial, liability or other risks relating to the use or ownership of the Products. Accordingly, you agree to hold us harmless, indemnify (pay or reimburse) and defend us against all claims, liabilities, losses, suits, proceedings, damages, costs (including reasonable legal fees) relating to this Agreement or to the use or ownership of the Products, including but not limited to claims for death or injury to persons and claims for property damage. This duty to indemnify shall survive the termination of this Agreement.

20. RETURN OF THE PRODUCTS; RENEWAL. You may purchase all of the Products for the Purchase Option amount above. Unless your Purchase Option is \$1.00, you will give us written notice by certified mail between 60 and 90 days before the expiration of the initial Agreement term (or any renewal term) of your intention to return the Products or purchase the Products. After you have (i) paid all amounts owing under the Agreement and (ii) given us the proper and timely notice, then at the end of the Agreement Term, you shall return the Products pursuant to the instructions we provide to you. You agree to reimburse us for our costs to refurbish returned Products for damage beyond normal wear and tear. You are solely responsible for removing all data/images stored on the Products prior to its return. If you fail to notify us as provided herein, this Agreement will extend on a month to month basis, until you have given at least 60 days written notice of your intention to return or purchase the Products.

21. FISCAL FUNDING (FOR MUNICIPALITIES ONLY). You warrant that you have funds available to pay all Payments due under this Agreement until the end of your current appropriation period. If your legislative body or other funding authority does not appropriate funds for the Payments for any subsequent appropriation period and you do not otherwise have funds available to lawfully pay the Payments (A "Non-Appropriation Event") you may, subject to the conditions herein and upon prior written notice to us (the "Non-Appropriation Notice"), effective 60 days after our receipt of such notice, terminate the Agreement and be released of your obligations to make all Payments due to us after the Non-Appropriation Event date. As a condition for exercising your rights under this Section you shall provide to us (a) a certification of a responsible official that a Non-Appropriation Event has occurred, (b) deliver to us an opinion of your counsel addressed to us verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (c) return the Products subject to this Agreement on or before the Non-Appropriation Event date to a location designated by us, in the condition required by, and in accordance with the return provisions of this Agreement and at your expense; and (d) pay us all sums due and outstanding to us under the Agreement up to the Non-Appropriation Event date. In the event of any Non-Appropriation Event, we shall retain all sums paid by you, including any security deposit or advance rentals. This Section is not intended to permit you to terminate this Agreement at will, for convenience or for any other reason except non-appropriation.

Board Reference Material

SUBJECT TITLE: Agreement: City of Los Banos and Los Banos Unified School District

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board accept partial funding for two crossing guards at 11th and Pacheco Boulevard.

BACKGROUND INFORMATION:

11th Street and Pacheco Boulevard is an uncontrolled intersection that is crossed regularly by students on their way to and from Los Banos High School. California Department of Transportation (CALTRANS) states that it may be five years before a stoplight is installed at the aforementioned location. In the interim, the Los Banos Unified School District stationed two crossing guards at 11th and Pacheco Boulevard to ensure the safety of our students. As, the school district could spend nearly \$11,000 for both crossing guards, the City of Los Banos is making a monetary contribution to assist us. LBUSD legal counsel has reviewed the agreement.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This activity directly supports Board Goal #3

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

N/A

ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Date: April 12, 2018

**PARTIAL FUNDING AGREEMENT FOR STUDENT PEDESTRIAN SAFETY
CROSSING AT THE 11TH STREET AND PACHECO BLVD (SR 152) INTERSECTION**

THIS AGREEMENT (this "Agreement") is effective the date it is fully executed (the "Effective Date") by and between the City of Los Banos, a California municipal corporation (the "City"), and the Los Banos Unified School District, a California Unified School District ("LBUSD"). The City and LBUSD are collectively referred to herein as the "Parties" and individually a "Party."

RECITALS

WHEREAS, one of the main student pedestrian walkways to the Los Banos High School requires student pedestrian crossing at the uncontrolled intersection of 11th Street and Pacheco Blvd (SR 152);

WHEREAS, pending the future installation of a signal by Caltrans at the intersection, the LBUSD intends to employ a temporary crossing guard at the intersection which is anticipated to improve student safety (the "Project");

WHEREAS, the City desires to contribute \$2,000 in funding for the Project, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

I. City Funding Contribution. City agrees to contribute the \$2,000.00 as partial funding for the Project. City shall pay LBUSD no later than 10 days after receiving notice from LBUSD that all necessary approvals for the Project have been obtained by LBUSD.

2. Project Responsibility. If LBUSD goes forward with the Project, it shall be solely responsible for all aspects of the Project. The City shall not have any responsibility for the management or supervision of the Project.

3. Indemnification. LBUSD shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, reasonable attorney's fees, disbursements and court costs) of every kind and nature that arise out of, pertain to, or relate to

the negligence, recklessness, or willful misconduct of LBUSD, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them arising from or in any way connected with this Agreement or the Project.

4. Miscellaneous

(a) All notices or other communications required or permitted by this Agreement to be given to either party must be in writing, directed as follows:

To the City:

City of Los Banos
520 J Street
Los Banos, CA 93635
209 827-7000

To LBUSD:

Los Banos Unified School District
1717 S.11th Street
Los Banos, California 93635
209 826-5245

(b) This instrument constitutes the sole and only agreement between City and LBUSD respecting the Project.

(c) Nothing in this agreement shall be construed to render City in any way or for any purpose a partner, joint venturer, or associate in any relationship with LBUSD in connection with the Project.

(d) This Agreement may be modified only by a written instrument signed by the parties.

(e) Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on such party's behalf.

(f) This Agreement and all matters that in any way relate to the transactions contemplated by this Agreement shall be governed by the laws of the State of California. Venue for all legal proceedings shall be in the Superior Court for the County of Merced.

IN WITNESS THEREOF, this Agreement was executed by the parties thereto.

LBUSD


Date:



by: Dr. Mark Marshall, Superintendent

CITY OF LOS BANOS

Date:

4/21/18 

by: Alex Terrazas, City Manager

ATTEST:

Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

William A. Vaughn, City Attorney

Board Reference Material

SUBJECT TITLE: **Approve Pacheco High School CEQA Contract**

REQUESTED ACTION:

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the attached contract approving ODELL Planning & Research, Inc. to assist the District with the Pacheco High School California Environmental Quality Act (CEQA) process.

BACKGROUND INFORMATION:

LBUSD must comply with CEQA regarding the proposed PHS Ag Barn. This is a very technical legal process and we've always had a consultant to help us with it.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

There are other firms that do this work, but this firm is a Central Valley firm that has performed almost all the work for Clovis Unified and Fresno Unified for 16 years and is well qualified.

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

The contract is a not to exceed contract of \$4,800 and is budgeted from specialty CTE funds.

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

ODELL Planning & Research, Inc.

Environmental Planning • School Facility Planning • Demographics

March 22, 2018

Don Laursen
Assistant Superintendent, Administrative Services
Los Banos Unified School District
1717 S. 11th Street
Los Banos, CA 93635

Subject: Proposal for CEQA Documentation and Related Assistance for Agricultural Barn
Project at Pacheco High School

Dear Mr. Laursen,

This constitutes our proposal to provide California Environmental Quality Act (CEQA) documentation and related assistance for the proposed Agricultural Barn Project at Pacheco High School. The proposed barn would be 15,623 square feet in size and house sheep, goats and pigs as part of an agricultural education program at Pacheco High School. The barn would be constructed in the northern portion of the Pacheco High School property, east of Ward Road.

Our proposed scope of services would be as follows:

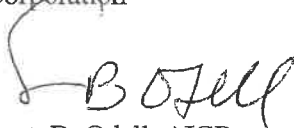
1. Assistance with a community meeting regarding the project, which would include:
 - a. Assistance with the content of a flyer advertising the meeting;
 - b. Preparing a mailing list and mailing the flyers to nearby owners and residents; and
 - c. Attendance and participation in the community meeting.
2. Preparation of a CEQA Notice of Exemption (NOE) for the project, which would include:
 - a. Researching the project characteristics;
 - b. Completion of a CEQA NOE with supporting documentation;
 - c. Preparation of a resolution for Board approval of the NOE; and
 - d. Filing the NOE with the Merced County Clerk, which starts a 35-day statute of limitation for any legal challenges.

The work would be billed on a time and expense basis to a maximum of \$4,800 in accordance with the attached rate schedule. (Note: the budget assumes that a NOE can be prepared. If a Mitigated Negative Declaration is needed, an amendment the budget will be necessary.)

Please let me know if you have any questions on this proposal.

Sincerely,

Odell Planning & Research, Inc., a California
Corporation


Scott B. Odell, AICP
President

Attachment

Approved:

Los Banos Unified School District

Signature

Date

Title

Attachment A

HOURLY RATE SCHEDULE
(Effective through 06/30/18)

Principal Planner	\$186.50
Senior Project Manager	\$165.00
Senior Planner	\$141.00
Associate Planner	\$125.00
Assistant Planner	\$104.00
Administrative Assistant	\$68.50
Mileage is charged at \$0.535 per mile. Direct expenses and subconsultant charges are billed at cost plus 10 percent. Litigation support charges are available upon request.	

Board Reference Material

SUBJECT TITLE: Absence Tracking Contract - Frontline Education 2018-2019

REQUESTED ACTION: Approve

Action X

Discussion/Information _____

RECOMMENDATION:

It is recommended the Board approve the 2018-2019 contract with Frontline Education for the initial implementation, set-up, training and monitoring of the Absence Tracking System for all employees and substitutes in the District.

BACKGROUND INFORMATION:

The Frontline Absence Tracking system is has the capability to enroll all district employees in the system ensuring a more accurate accounting of time. In addition, the Frontline and QSS system used by the County Office of Education for official time accounting purposes, will communicate with one another saving an immense amount of staff time. Finally, the Frontline system will create a more equitable system where the system, through randomization, will call the eligible subs on an equal/equitable basis for available district jobs.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

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

The contract fee is \$23,760 plus a one-time start-up fee of \$6,500.

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

**Exhibit A-1****Frontline Customer Order Form**

1400 Atwater Drive Malvern, PA 19355

Quote#: 01370024

MSA#: MSA23031

03/16/2018

F: 888-492-0337

Customer:

Los Banos Unified Sch District
1717 S 11TH ST
LOS BANOS, CA 93635-4800

End User: Los Banos Unified Sch District
Contact: Tammie Calzadillas
Title: Asst. Superintendent-HR
Phone: (209)587-1783
Email: tcalzadillas@losbanosusd.k12.ca.us

Order Form Details:

Pricing Expiration: 04/15/18
Account Manager: Hien Pham

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: Contract - New

Pricing Overview:

Startup Cost: One-Time cost invoiced upon signing	\$6,500.00
Annual Subscription: Recurring Cost	\$23,760.00
(plus applicable sales tax)	

Itemized Description

Absence & Substitute Management Subscription
Substitute Training Subscription

Frontline Implementation

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms:

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment.



1400 Atwater Drive Malvern, PA 19355

Exhibit A-1

Frontline Customer Order Form

Quote#: 01370024

MSA#: MSA23031

03/16/2018

F: 888-492-0337



1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form(s) and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements.

Frontline Technologies Group LLC dba Frontline Education	Los Banos Unified Sch District
Signature: _____	Signature: <u>Tammie Calzadillas</u>
Name: _____	Name: <u>TAMMIE CALZADILLAS</u>
Title: _____	Title: <u>Assistant Superintendent</u>
Address: _____	Address: <u>1717 S. 11th Street</u>
	<u>LOS BANOS, CA 93635</u>
Email: _____	Email: <u>tcalzadillas@losbanosusd.k12-ca.us</u>
Date: _____	Date: <u>April 2, 2018</u>

Attached: *Terms and Conditions of Agreement*
 Exhibit A: Executed Order Forms

1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT**TERMS AND CONDITIONS****1. Software and Services**

- 1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work, Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by end users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof; (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer.
- 1.2. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.3. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.4. Customer Content. The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "Customer Content") in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.
- 1.5. Integration. Customer may, at Customer's discretion and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not

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warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.

- 1.6. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 1.7. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.
2. Invoicing and Payment. All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
3. Warranties and Disclaimers.
 - 3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
 - 3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
 - 3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK

1400 Atwater Drive Malvern, PA 19355

PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information; Privacy.

4.1. Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and redisclosure of Student PII.

4.3. Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (i) any warranty that these security measures will be 100% effective or error-free or (ii) any liability related to the confidentiality and security measures utilized by third parties.

5. Indemnification. Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. Limitations of Liability. OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. Term and Termination. The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as



Exhibit A-1

Frontline Customer Order Form

Quote#: 01370024

MSA#: MSA23031

03/16/2018

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, and 8.

8. General. Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

Board Reference Material

SUBJECT TITLE: Student Overnight Travel

REQUESTED ACTION:

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve overnight travel for the Los Banos High School Boys' Basketball Team to participate in the Cougar Summer Classic Basketball Tournament in Sparks/Reno, Nevada.

BACKGROUND INFORMATION:

The Varsity Basketball Team is requesting approval of the trip to the Reno area during the week of June 15-17, 2018.

Tentative Schedule:

Depart Los Banos High School on Friday, June 15, 2018 at 8:00 a.m.

Arrive in Reno at approximately 1:00 p.m.

Registration and check-in at Grand Sierra Resort

Play Game 1 and 2 on Friday, June 15, 2018 @ Spanish Springs High School, Sparks, NV

Play Game 3,4,5 on Saturday, June 16, 2018 @ Spanish Springs High School, Sparks, NV

Play Game 6 on Sunday, June 17, 2018 @ Spanish Springs High School, Sparks, NV

Depart from Spanish Springs High School at 2:00 p.m. on June 17, 2018

Arrive in Los Banos on Sunday, June 17, 2018 at approximately 7:00 p.m.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

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

The only financial impact on the school is tournament entry fee and the use of the suburbans. The Boys' Basketball student account will be responsible for all other costs associated with this trip, including travel if needed.

ORIGINATOR: Veli Gorgen, Principal, Los Banos High School

Date: April 12, 2018

Board Reference Material

SUBJECT TITLE: **Student Over-Night Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the overnight travel for the Charleston Elementary MESA students to participate in the MESA Day Regional Competition at UC, Santa Barbara on April 21, 2018.

BACKGROUND INFORMATION:

Charleston Elementary attended the MESA Day Preliminary Competition at CSU, Fresno on March 10, 2018. Two(2) Charleston students qualified for the MESA Day Regional Competition at UC, Santa Barbara being held on April 21, 2018. Students will be traveling with the Los Baños Junior High MESA students who also qualified for the regional competition. Students will be accompanied by the Charleston Elementary MESA Advisors, Michele Trent and Marylou Calcagno along with the LBJH MESA Advisor and LBJH staff. Departure from Los Banos will be on Friday, April 20, 2018 with a late return on April 21, 2018.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

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

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

At this time, we anticipate minimal expenses on behalf of the school site and district for our students to participate in the MESA Regional Competition. CSU, Fresno MESA Center typically will pay for all student travel expenses to the regional competition. Expenses for our 2 Advisors will include hotel (\$559.00), meals and mileage. Funding has been budgeted through the LCAP to cover MESA expenses this year for travel, student, and advisor expenses (per Mr. Enos).

ORIGINATOR: Lou S. Ruiz, Principal, Charleston Elementary School

DATE: April 12, 2018

Board Reference Material

SUBJECT TITLE: **Student Over-Night Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board the overnight travel for the Creekside Junior High School MESA students to participate in the MESA Day Regional Competition at UC, Santa Barbara on April 21, 2018.

BACKGROUND INFORMATION:

During the March 10, 2018 MESA Day Preliminary Competition at CSU, Fresno, two students qualified to participate for the Regional competition at UC, Santa Barbara. Departure from Creekside Junior high School will be on April 20, 2018 with a late return on April 21, 2018.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

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

At this time, we anticipate minimal expenses on behalf of the school site and the district to participate in the MESA regional competition. CSU Fresno State MESA center typically will pay for travel expenses to the regional competition, but in the event that the Fresno MESA Center is unable to secure transportation or cover the cost, CJHS may be responsible for providing district transportation to attend the Regional Competitions at UC, Santa Barbara. Lodging will be provided by Fresno MESA Center.

ORIGINATOR: Carolina Moreno-Principal CJHS
Date: March 26, 2018

Board Reference Material

SUBJECT TITLE: **Student Overnight Travel**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve travel for R.M. Miano Elementary School's sixth grade class to attend an Outdoor Education Field Trip to Jack L. Boyd Outdoor School (Fish Camp) beginning Tuesday, May 8, 2018 and returning Friday, May 11, 2018.

BACKGROUND INFORMATION:

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

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS:

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

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

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

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

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

Transportation:

2 district buses = \$700.00

1 district Suburban = \$120.00

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

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

Total expenses: \$22,368

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

Date: April 12, 2018

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: April 12, 2018

4/2/2018

Site: Henry Miller Elementary

EX.	TYPE	DESCRIPTION (MAKE & MODEL)	SERIAL #	QTY	DIST. #	STATUS*
1	Copier	Minolta EP 4320	3113122	1	07302	Beyond Repair
1	printer	hp 970cxi deskjet	IEEE 1284-B		4678	Beyond Repair
2	printer	HP deskjet f300	Q8139-60001		NONE	Beyond Repair
3	PRINTER	HP LASERJET 4250	CNGXD17492		6550	Beyond Repair
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						

*STATUS:
OBSOLETE
REPAIR NEEDED
BEYOND REPAIR

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.

R.M. Miano 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)

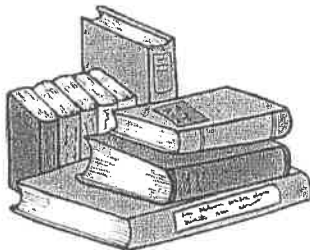
ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education

DATE: April 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: March 26, 2018

Signature: Linda R. Higby

Site: R.M. Miano

Site Principal: Antonio Ruelas 3-26-2018
Date

Paula Mastrangelo: Paula Mastrangelo 3-27/18
Date

LBUSD Board of Trustees: _____
Date

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN 1		P 6000		Library Materials		Est. Fine	
Due	Call Num.	Barcode	Title	Due	Call Num.	Barcode	Title
4/23/2018	031.02	T 41948	Wonders of the world.	4/23/2018	031.02	T 41948	Wonders of the world.
4/23/2018	158 Woods	T 45109	Start something : you can make a difference	4/23/2018	158 Woods	T 45109	Start something : you can make a difference
4/23/2018	305.4 Alter	T 15839	Women of the Old West	4/23/2018	305.4 Alter	T 15839	Women of the Old West
4/23/2018	306.8	T 15268	When grownups drive you crazy	4/23/2018	306.8	T 15268	When grownups drive you crazy
4/23/2018	LeShan	T 8756	Families	4/23/2018	LeShan	T 8756	Families
4/23/2018	306.8 Tax	T 20091	New Providence : a changing cityscape	4/23/2018	306.8 Tax	T 20091	New Providence : a changing cityscape
6/18/2018	Tschamer	T 28069	The modern ark : saving endangered species	6/18/2018	Tschamer	T 28069	The modern ark : saving endangered species
4/23/2018	333.95	T 16483	Mom can't see me	4/23/2018	333.95	T 16483	Mom can't see me
4/23/2018	Cohen	T 8829	Iceberg Alley	4/23/2018	Cohen	T 8829	Iceberg Alley
4/23/2018	362.4	T 28140	Detective dictionary : a handbook for aspiring sleuths	4/23/2018	362.4	T 28140	Detective dictionary : a handbook for aspiring sleuths
4/23/2018	Alexander	T 8894	Charlie Brown's fourth super book of questions and answers : about all kinds of people and how they live! : Based on the Charles M. Schulz characters	4/23/2018	Alexander	T 8894	Charlie Brown's fourth super book of questions and answers : about all kinds of people and how they live! : Based on the Charles M. Schulz characters
4/23/2018	363.2	T 8970	Cleo Catra's riddle book	4/23/2018	363.2	T 8970	Cleo Catra's riddle book
4/23/2018	Anderson	T 8976	Super stitches : a book of superstitions	4/23/2018	Anderson	T 8976	Super stitches : a book of superstitions
4/23/2018	363.2	T 8982	Flapdoodle, pure nonsense from American folklore	4/23/2018	363.2	T 8982	Flapdoodle, pure nonsense from American folklore
4/23/2018	Ballinger	T 9174	Monster tales of native Americans	4/23/2018	Ballinger	T 9174	Monster tales of native Americans
4/23/2018	390 Schulz	T 32088	How to think like a scientist : answering questions by the scientific method	4/23/2018	390 Schulz	T 32088	How to think like a scientist : answering questions by the scientific method
4/16/2018	398 Bishop	T 9586	Gee, Wizl : how to mix art and science or the art of thinking scientifically	4/16/2018	398 Bishop	T 9586	Gee, Wizl : how to mix art and science or the art of thinking scientifically
4/16/2018	398 Nevins	T 22719	Science fair success	4/16/2018	398 Nevins	T 22719	Science fair success
4/16/2018	398	T 26747	Ideas for science projects	4/16/2018	398	T 26747	Ideas for science projects
5/14/2018	Schwartz	T 22700	Science mini-mysteries	5/14/2018	Schwartz	T 22700	Science mini-mysteries
5/14/2018	398.2	T 22424	Science fun with mud and dirt	5/14/2018	398.2	T 22424	Science fun with mud and dirt
5/14/2018	Thorne	T 22425	Science fun with toy cars and trucks	5/14/2018	Thorne	T 22425	Science fun with toy cars and trucks
5/14/2018	502.8	T 22448	Forces of nature	5/14/2018	502.8	T 22448	Forces of nature
6/18/2018	Kramer			6/18/2018	Kramer		
6/18/2018	507 Allison			6/18/2018	507 Allison		
6/18/2018	507			6/18/2018	507		
6/18/2018	Bombaugh			6/18/2018	Bombaugh		
6/18/2018	507 Gardner			6/18/2018	507 Gardner		
6/18/2018	507 Markle			6/18/2018	507 Markle		
6/18/2018	507 Wyler			6/18/2018	507 Wyler		
6/18/2018	507 Wyler			6/18/2018	507 Wyler		
6/18/2018	507.8 Buller			6/18/2018	507.8 Buller		

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN 1			P 6000	Est. Fine
Library Materials	Due	Call Num.	Barcode	Title
	6/18/2018	507.8 Markle	T 22392	The young scientist's guide to successful science projects
	6/18/2018	507.8 Smith	T 22334	How to do successful science projects
	6/18/2018	508	T 15875	Making your own nature museum
		MacFarlane		
	6/18/2018	510 World	T 22451	The world of numbers the Marshall Cavendish guide to projects and experiments
	6/18/2018	519.2 Buller	T 22446	Calculation and chance
	6/18/2018	530 Churchill	T 22720	Amazing science experiments with everyday materials
	6/18/2018	530	T 22454	Science in action : the Marshall Cavendish guide to projects and experiments
		Experiments		Is it magic?
	6/18/2018	530 Kerrod	T 22466	How things work
	6/18/2018	530 Kerrod	T 22469	Projects in Physics the Marshall Cavendish guide to projects and experiments
	6/18/2018	530 Projects	T 22453	Making things move
	6/18/2018	531 Ardley	T 9694	Sun and light
	6/18/2018	535 Ardley	T 9710	Light and sound the Marshall Cavendish guide to projects and experiments
	6/18/2018	535 Light	T 22455	Discovering electricity
	6/18/2018	537 Ardley	T 9725	Exploring magnetism
	6/18/2018	538.07	T 9739	
		Ardley		
	6/18/2018	540 Fun	T 22452	Fun with chemistry the Marshall Cavendish guide to projects and experiments
	6/18/2018	546 Ardley	T 9760	Working with water
	6/18/2018	551.5 Ardley	T 9841	Air and flight
	6/18/2018	551.6	T 15931	Making and using your own weather station
		Tannenbaum		
	6/18/2018	574 Living	T 22450	The living world the Marshall Cavendish guide to projects and experiments
	6/18/2018	574	T 22958	Biology for every kid : 101 easy experiments that really work
		VanCleave		
	6/18/2018	574.5 Buller	T 22449	Habitats and environments
	4/24/2018	595.4	T 31518	Tarantulas
		McAuliffe		
	6/18/2018	595.7	T 57532	Ultimate bugopedia
		Murawski		

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Milano Elementary Library

WITHDRAWN 1

P 6000

Library Materials

Est. Fine

Due	Call Num.	Barcode	Title
6/18/2018	598 Boulton	T 10277	Birds
4/16/2018	709 Glubok	T 10984	The art of Egypt under the pharaohs
4/16/2018	709 Glubok	T 10986	The art of the southeastern Indians
4/16/2018	709 Glubok	T 10987	The art of the Vikings
4/16/2018	709 Glubok	T 10990	The art of the Woodland Indians
4/16/2018	709.01	T 10989	The art of the Plains Indians
	Glubok		
4/16/2018	709.51	T 10991	The art of China.
	Glubok		
4/16/2018	709.6	T 10992	The art of Africa.
	Glubok		
4/16/2018	709.73	T 10993	The art of America from Jackson to Lincoln.
	Glubok		
4/16/2018	709.73	T 10994	The art of America since World War II
	Glubok		
4/16/2018	731 Price	T 11011	Dancing masks of Africa
6/18/2018	811	T 47718	Where the sidewalk ends : the poems & drawings of Shel Silverstein.
	Silverstein		
4/16/2018	818 Wallner	T 11753	Ghoulish giggles & monster riddles
4/16/2018	920	T 12300	Childtimes : a three-generation memoir
	Greenfield		
6/18/2018	973.3 Knight	T 26758	The winter at Valley Forge : survival and victory
6/4/2018	E 392.36	T 18406	Houses and homes
	Morris		
4/16/2018	E 394.26	T 3098	Halloween
	Gibbons		
4/16/2018	E 421	T 55051	I spy A-to-Z : a book of picture riddles
	Marzollo		
4/16/2018	E 513.2	T 22389	1 hunter
	Hutchins		
4/16/2018	E 513.2	T 28103	12 ways to get to 11
	Merriam		
4/16/2018	E 513.2	T 31133	Counting
	Pluckrose		
4/16/2018	E 595.79	T 16549	The honeybee
	Hogan		

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN 1

P 6000

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	4/27/2018	E 597	T 46516	Sea horses	
	6/18/2018	Schaefer E 597.3	T 46769	Sharks : learning the SH sound	
	6/18/2018	Wood E 599.75	T 46723	Cheetahs	
	4/16/2018	Vogel E 599.88	T 22779	Tano & Binti : two chimpanzees return to the wild	
	4/16/2018	DaVolls E 617.6	T 25921	Going to the dentist	
	4/16/2018	Rogers E 678.2	T 52156	Rubber	
	6/4/2018	Oxlade E 811	T 23826	It's Thanksgiving	
	5/15/2018	Prelutsky E 818	T 32282	The book of bad ideas	
	4/16/2018	Huliska-Beith E 910.321	T 16467	Geography from A to Z : a picture glossary	
	4/16/2018	Knowlton E Arnosky	T 4552	Mouse numbers & letters.	
	4/16/2018	E Brown	T 30921	I like stars	
	4/16/2018	E Callaghan	T 41793	Sebastian's good idea	
	6/18/2018	E Chapman	T 22986	Snow on snow on snow	
	5/14/2018	E Christelow	T 32349	Five little monkeys wash the car	
	4/16/2018	E Coco	T 41784	Freddie's birthday surprise	
	4/16/2018	E Coco	T 41800	Mom's day off	
	4/16/2018	E Cox	T 30555	Hot dog	
	6/18/2018	E Dance	T 23296	Dance at Grandpa's : adapted from the Little house books by Laura Ingalls Wilder	
	4/16/2018	E DeLage	T 18067	ABC triplets at the zoo	
	6/18/2018	E Delton	T 13760	A walk on a snowy night	
	4/16/2018	E DeMauro	T 41801	Peter's present	
	6/4/2018	E Ehlert	T 18396	Red leaf, yellow leaf	
	4/16/2018	E Gregorich	T 41787	Sue likes blue	
	6/18/2018	E Grogan	T 55802	Trick or treat, Marley!	
	6/18/2018	E Heine	T 28314	Friends	
	4/16/2018	E Hoffman	T 41780	The fabulous principal pie	

Report generated on 3/26/2018 9:34 AM

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN 1

Library Materials

P 6000

Due	Call Num.	Barcode	Title	Est. Fine
4/16/2018	E Hoffman	T 41789	Peter's dream	
4/16/2018	E Hoffman	T 41802	Mouse and owl	
4/16/2018	E Hoffman	T 41812	The last game	
4/16/2018	E Hooks	T 30264	Mr. Garbage	
4/16/2018	E Johnson	T 41808	I want to be a clown	
6/18/2018	E Kimmelman	T 54540	Happy 4th of July, Jenny Sweeney!	
6/4/2018	E Langstaff	T 22222	Oh, a-hunting we will go	
4/16/2018	E Leeka	T 41798	Nosing for numbers	
6/18/2018	E Lewis	T 21458	First snow	
4/16/2018	E Lucas	T 30920	Dancing dinos	
4/16/2018	E Max	T 41796	Lost at sea	
6/18/2018	E Nash	T 47212	Tuff Fluff : the case of Duckie's missing brain	
6/18/2018	E Neitzel	T 31087	The bag I'm taking to Grandma's	
6/18/2018	E Park	T 57148	Junie B. Jones has a peep in her pocket	
4/16/2018	E Scarry	T 30590	Richard Scarry's little ABC.	
4/16/2018	E Scarry	T 47100	Richard Scarry's little counting book.	
4/16/2018	E Sendak	T 27410	Alligators all around : an alphabet	
6/18/2018	E Seuss	T 41347	How the Grinch stole Christmas	
4/16/2018	E Simon	T 41807	Foolish Goose	
6/1/2018	E Small	T 6828	Imogene's antlers	
5/8/2018	E Stevens	T 47249	And the dish ran away with the spoon	
6/18/2018	E Stoeke	T 26146	Minerva Louise at school	
6/6/2018	E Wilson	T 57432	Bear sees colors	
6/18/2018	F Beard	T 55480	Super diaper baby 2 : the invasion of the potty snatchers	
6/18/2018	F Cameron	T 32025	Julian's glorious summer	
4/16/2018	F DeClements	T 17059	Nothing's fair in fifth grade	
4/16/2018	F DeClements	T 17634	Nothing's fair in fifth grade	
6/6/2018	F Gantos	T 56326	What would Joey do?	
4/16/2018	F Gilson	T 13949	Hello, my name is Scrambled Eggs	
4/16/2018	F Greenwald	T 16472	Mariah Delany's author-of-the-month club	
4/16/2018	F Holmes	T 15147	Charlotte Shakespeare and Annie the Great	

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN 1

Library Materials

P 6000

Due	Call Num.	Barcode	Title	Est. Fine
5/4/2018	F Keene	T 2018	Mystery of the moss-covered mansion	
5/4/2018	F Keene	T 2020	Nancy's mysterious letter.	
5/4/2018	F Keene	T 21284	The haunted bridge	
4/16/2018	F Keene	T 21891	The clue in the old album	
5/4/2018	F Keene	T 30143	Mystery of the tolling bell	
4/16/2018	F Keene	T 44837	The clue in the diary	
4/16/2018	F Keene	T 44866	The clue in the crumbling wall	
5/4/2018	F Keene	T 46970	The hidden staircase.	
5/4/2018	F Keene	T 46971	The secret of the old clock	
5/4/2018	F Keene	T 46972	The mystery at Lilac Inn.	
5/4/2018	F Keene	T 46973	The secret of Red Gate Farm.	
5/4/2018	F Keene	T 55332	Password to Larkspur Lane.	
4/16/2018	F Kinney	T 54434	Diary of a wimpy kid	
4/30/2018	F Kinney	T 55063	Diary of a wimpy kid : cabin fever	
6/18/2018	F Kinney	T 57879	The wimpy kid movie diary : how Greg Heffley went Hollywood	
6/18/2018	F Lewis	T 45611	Dilly's big sister diary	
6/18/2018	F Lewis	T 45789	Dilly's summer camp diary	
6/18/2018	F Lisle	T 14960	Afternoon of the elves	
6/18/2018	F Lord	T 2196	In the Year of the Boar and Jackie Robinson	
4/16/2018	F Lowry	T 13830	Anastasia, ask your analyst	
4/16/2018	F Lowry	T 16250	Anastasia at your service	
4/16/2018	F Lowry	T 25453	Anastasia again!	
4/16/2018	F	T 41379	Seven kisses in a row	
	MacLachlan			
6/18/2018	F Osborne	T 41023	Midnight on the moon	
4/16/2018	F Pilkey	T 47809	Ricky Ricotta's mighty robot vs. the mecha-monkeys from Mars : the fourth robot adventure novel	
			Captain Underpants and the perilous plot of Professor Poopypants : the fourth epic novel	
	F Pilkey	T 48888	Dog Man	
6/18/2018	F Pilkey	T 58621	Harry Potter and the goblet of fire / Book 4.	
4/16/2018	F Rowling	T 47876	Harry Potter and the sorcerer's stone / Book 1.	
4/16/2018	F Rowling	T 47879	Where's Buddy?	
4/16/2018	F Roy	T 41488	Tales from a not-so-happily ever after	
4/16/2018	F Russell	T 57988		

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN 1				P 6000		Title	Est. Fine
Library Materials	Due	Call Num.	Barcode				
	4/16/2018	F Shannon	T 21188			I hate my hero	
	4/16/2018	F Sharmat	T 41378			Getting something on Maggie Marmelstein	
	4/16/2018	F Smith	T 14440			The war with Grandpa	
	4/16/2018	F Sommer-Bodenburg	T 2583			The vampire takes a trip	
	6/18/2018	F Thomas	T 58993			Attack of the heroes : starring Spider-Man	
	4/16/2018	F Wilder	T 2794			Little house in the big woods	
	4/16/2018	F Wright	T 41357			Christina's ghost	
	11/13/2017	PRO 011.62 Lewis	T 47520			Valerie & Walter's best books for children : a lively, opinionated guide	
	5/1/2018	PRO 011.62 Lewis	T 47658			Valerie & Walter's best books for children : a lively, opinionated guide	
	11/13/2017	PRO 028.1 Kimmel	T 15707			For reading out loud!	
	11/13/2017	PRO 371.3 Burke	T 47517			Using nonfiction in the classroom	
	5/1/2018	PRO 372.6 Trelease	T 46417			The read-aloud handbook	
	11/13/2017	PRO 372.64	T 47518			Envisioning literature : literary understanding and literature instruction	
	11/13/2017	PRO 428.1 Smith	T 41745			Expand your child's vocabulary : a twelve-week plan	
	11/13/2017	PRO 550 Planet	T 47521			Planet Earth.	
	11/13/2017	PRO 577 Needham	T 31735			Ecology crafts for kids : 50 great ways to make friends with planet Earth	
	11/13/2017	PRO 649 Behm	T 41743			101 ways to help your child learn to read and write	
	11/13/2017	PRO 649 Reading	T 47525			Reading magic : why reading aloud to our children will change their lives forever	
	11/13/2017	PRO 649 Simic	T 41744			The curious learner : help your child develop academic and creative skills	
	11/13/2017	PRO 649 Smith	T 41746			Connect! : how to get your kids to talk to you	
	11/13/2017	PRO 809.89 Kobrin	T 14426			Eyeopeners! : how to choose and use children's books about real people, places, and things	

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN 1		P 6000			
Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	11/13/2017	PRO 809.89 Kobrin	T 40793	Eyepeners II : children's books to answer children's questions about the world around them	
	11/13/2017	PRO Kovacs	T 26253	Meet the authors and illustrators : 60 creators of favorite children's books talk about their work : volume two	
	5/1/2018	PRO PB Smithsonian	T 47411	Smithsonian;	
	10/13/2017	Ref 391 Sichel	T 14455	Scandinavia	
	10/13/2017	Ref 391 Sichel	T 14458	The story of men's costume	
	10/13/2017	Ref 391 Sichel	T 14460	Japan	
	10/13/2017	Ref 391 Sichel	T 14461	History of women's costume	
	10/13/2017	Ref 391 Sichel	T 14464	USSR	
	10/13/2017	Ref 391 Sichel	T 14465	The story of children's costume	
	10/13/2017	Ref 391 Symons	T 14459	Costume of ancient Rome	
	6/4/2018	SC Asimov	T 41477	The 13 crimes of science fiction	
	6/4/2018	SC Hamilton	T 25940	The all Jahdu storybook	
	6/4/2018	SC Norton	T 11635	Small shadows creep.	
	6/4/2018	SC Reinstedt	T 23311	Tales and treasures of California's missions	
	4/16/2018	SP E	T 9350	Vendras a mi fiesta?	
	4/16/2018	Asheron SP E	T 22836	!Manzano, manzano!	
	4/16/2018	Blocksm SP E	T 41096	Chirinchinchina : ?Que hay en la tina	
	4/16/2018	Blocksm SP E Bright	T 13763	Jorgito	
	4/16/2018	SP E	T 9409	Serendipity. Texto: Stephen Cosgrove. Ilustracion: Robin James. Traducccion: Isabel Gortazar.	
	4/16/2018	Cosgrove SP E	T 46426	Jake, la gaviota verde. Texto: Stephen Cosgrove. Ilustracion: Robin James. Traducccion: Isabel Gortazar.	
	4/16/2018	Cosgrove SP E	T 47113	El dragon pastelero. Texto: Stephen Cosgrove. Ilustracion: Robin James. Traducccion: Isabel y Jose Gortazar.	

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Milano Elementary Library

WITHDRAWN 1		P 6000		Title	Est. Fine
Library Materials	Due	Call Num.	Barcode		
	4/16/2018	SP E Fraire	T 41112	Una aventura inesperada	
	4/16/2018	SP E	T 41097	El tren de Navidad	
		Gantschev			
	5/7/2018	SP E Inkpen	T 48404	Quién soy?	
	4/16/2018	SP E Kessler	T 9310	Aquí viene el ponchado	
	4/16/2018	SP E Mora	T 27200	Uno, dos, tres = One, two, three	
	4/16/2018	SP E Uribe	T 41114	El primer pajarero de Piko-Niko	
	4/23/2018	SP F	T 17800	El traje nuevo del emperador	
		Andersen			
	5/7/2018	SP F Blume	T 27215	Jugo de pecas	
	6/18/2018	SP F Ferran	T 22886	Tarde de circo	
	4/16/2018	SP F Uribe	T 22875	La Senorita Amelia	
	6/18/2018	SP E 461.1	T 18254	El alfabeto	
		Alfabeto			
	4/16/2018	SP E 599.74	T 22976	Focas	
		Tussy			

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN TITLES 2

P 9000

Library Materials	Due	Call Num.	Barcode	Title	Est. Fine
	3/20/2018	567.9 Lauber	T 58497	The news about dinosaurs	
	4/16/2018	F Lowry	T 30097	Anastasia Krupnik	
	3/20/2018	F Russell	T 55642	Tales from a not-so-graceful ice princess	
Unpaid Fines & Refunds	Assessed	Call Num.	Barcode	Title	Amount Due
Lost LM	12/6/2017	398.4 Leach	T 9187	Whistle in the graveyard: folktales to chill your bones.	\$5.47
Lost LM	12/6/2017	398.6 Sarnoff	T 9202	Giants! : A riddle book and Mr. Bigperson's side : a storybook	\$7.46
Lost LM	12/6/2017	500 Why	T 9572	Why in the world?	\$7.00
Lost LM	12/6/2017	551.46 Rizzo	T 54952	Oceans : dolphins, sharks, penguins, and more! : meet 60 cool sea creatures and explore their amazing watery world	\$16.50
Lost LM	12/6/2017	551.51 Rodgers	T 57197	Wind and air pressure	\$16.50
Lost LM	12/6/2017	560 Lauber	T 13946	Dinosaurs walked here, and other stories fossils tell	\$12.95
Lost LM	12/6/2017	636.935 Handford	T 47256	Chinchillas	\$15.00
Lost LM	12/6/2017	791.8 Tinkelman	T 17573	Little Britches Rodeo	\$12.00
Lost LM	12/6/2017	792.8 Barboza	T 23230	I feel like dancing : a year with Jacques D'Amboise and the National Dance Institute	\$10.00
Lost LM	12/6/2017	937 Goor	T 14065	Pompeii : exploring a Roman ghost town	\$11.89
Lost LM	12/6/2017	974.4 Smith	T 13080	The coming of the Pilgrims, told from Governor Bradford's firsthand account, D'Aulaires' Trolls	\$3.27
Lost LM	12/6/2017	E 398.2 D'Aulaire	T 40496	The magic leaf	\$5.62
Lost LM	12/6/2017	E 398.2 Morris	T 18450	The magic grove : a Persian folktale	\$14.00
Lost LM	12/6/2017	E 398.2 Palecek	T 9137	Journey cake, hol	\$11.00
Lost LM	12/6/2017	E 398.2 Sawyer	T 3316	The story of Jumping Mouse : a Native American legend	\$9.70
Lost LM	12/6/2017	E 398.2 Steptoe	T 3328	Alphabet puzzle	\$13.40
Lost LM	12/6/2017	E 411 Downie	T 18002	Cat count	\$16.00
Lost LM	12/6/2017	E 513 Lewin	T 3427	What are seasons?	\$7.16
Lost LM	12/6/2017	E 525 Arvetis	T 22804		\$6.00

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN TITLES 2

Unpaid Fines & Refunds	Assessed	Call Num.	Barcode	Title	Amount Due
Lost LM 12/6/2017	E 525.3 Arvetis	T 40346		What makes day and night?	\$15.00
Lost LM 12/6/2017	E 527 Arvetis	T 22784		What is electricity?	\$6.00
Lost LM 12/6/2017	E 551 Arvetis	T 22807		What is a cloud?	\$6.00
Lost LM 12/6/2017	E 551.2 Arvetis	T 22790		What is a volcano?	\$6.00
Lost LM 12/6/2017	E 551.3 Arvetis	T 22788		What is an iceberg?	\$6.00
Lost LM 12/6/2017	E 551.47 Arvetis	T 22802		What is a wave?	\$6.00
Lost LM 12/6/2017	E 551.5 Arvetis	T 22793		Why is it hot?	\$6.00
Lost LM 12/6/2017	E 551.5 Arvetis	T 22796		Why does it thunder and lightning?	\$6.00
Lost LM 12/6/2017	E 551.57 Arvetis	T 22814		Why does it rain?	\$15.00
Lost LM 12/6/2017	E 574.5 Gibbons	T 25387		Nature's green umbrella : tropical rain forests	\$13.50
Lost LM 12/6/2017	E 581.1 Arvetis	T 22812		Why is the grass green?	\$6.00
Lost LM 12/6/2017	E 581.49 Arvetis	T 22810		Why do leaves change colors?	\$15.00
Lost LM 12/6/2017	E 582 Carle	T 56586		The tiny seed	\$16.50
Lost LM 12/6/2017	E 590.73 Johnson	T 56614		A day at the zoo	\$16.50
Lost LM 12/6/2017	E 591 Clarkson	T 3625		Tricks animals play	\$6.95
Lost LM 12/6/2017	E 591.54 Arvetis	T 22791		Why do animals sleep through winter?	\$6.00
Lost LM 12/6/2017	E 591.763 Hunter	T 46030		What's in the pond?	\$4.20
Lost LM 12/6/2017	E 592 Jennings	T 30518		Slugs and snails	\$15.00
Lost LM 12/6/2017	E 592 Kilpatrick	T 27298		Creepy crawlies : insects and other tiny animals	\$11.96

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN TITLES 2

WITHDRAWN TITLES 2				P 9000			
Unpaid Fines & Refunds		Assessed	Call Num.	Barcode	Title		Amount Due
Lost LM	12/6/2017		E 595.78 Arvetis	T 22795	What is a butterfly?		\$15.00
Lost LM	12/6/2017		E 598 Arvetis	T 22797	Why do birds sing?		\$6.00
Lost LM	12/6/2017		E 598 Arvetis	T 22805	Why do birds fly south?		\$6.00
Lost LM	12/6/2017		E 599.2 Bender	T 48391	Kangaroos and other marsupials		\$10.00
Lost LM	12/6/2017		E 629.04 Kalman	T 44664	Wings, wheels, & sails		\$8.55
Lost LM	12/6/2017		E 629.04 Rockwell	T 14103	Things that go		\$5.00
Lost LM	12/6/2017		E 629.04 Rockwell	T 47426	Things that go		\$9.31
Lost LM	12/6/2017		E 629.13 Arvetis	T 22792	Why does it fly?		\$6.00
Lost LM	12/6/2017		E 629.133 Lensen	T 18382	A rainbow balloon : a book of concepts		\$8.00
Lost LM	12/6/2017		E 629.2 Bushey	T 17056	Monster trucks and other giant machines on wheels		\$12.95
Lost LM	12/6/2017		E 629.2 Gibbons	T 28068	Trucks		\$14.89
Lost LM	12/6/2017		E 629.2 Rockwell	T 24691	Bikes		\$16.50
Lost LM	12/6/2017		E 629.2 Rockwell	T 24692	Cars		\$7.56
Lost LM	12/6/2017		E 629.2 Rockwell	T 24695	Trucks		\$16.50
Lost LM	12/6/2017		E 636.2 Klingel	T 49515	Cows		\$12.00
Lost LM	12/6/2017		E 641.6 Hall	T 52130	Peanuts		\$16.95
Lost LM	12/6/2017		E 648 Rogers	T 14163	Moving		\$11.66
Lost LM	12/6/2017		E 782.42 Raffi	T 22415	Baby Beluga		\$7.39
Lost LM	12/6/2017		E 782.42 Raffi	T 28094	Rise and shine		\$13.60
Lost LM	12/6/2017		E 811 Adoff	T 4192	Birds : poems		\$15.55

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN TITLES 2

Unpaid Fines & Refunds	Assessed	Call Num.	Barcode	Title	Amount Due
Lost LM 12/6/2017	E 811 Lewis	T 31984		The little buggers : insect & spider poems	\$13.59
Lost LM 12/6/2017	E 811 Myers	T 23157		Brown angels : an album of pictures and verse	\$16.00
Lost LM 12/6/2017	E 811 Nichol	T 15243		Once, a lullaby	\$13.90
Lost LM 12/6/2017	E 821	T 4290		Chanticleer and the fox	\$3.98
	Cooney				
Lost LM 12/6/2017	E Bridwell	T 45469		Clifford's tricks	\$8.02
Lost LM 12/6/2017	E Callaghan	T 41794		Rosie's two left feet	\$15.00
Lost LM 12/6/2017	E Callaghan	T 41795		Patty for President	\$15.00
Lost LM 12/6/2017	E Callaghan	T 41799		No snow for Seth	\$15.00
Lost LM 12/6/2017	E Callaghan	T 41810		Duffy takes a dip	\$15.00
Lost LM 12/6/2017	E Cameron	T 4898		Harry (the monster)	\$9.19
Lost LM 12/6/2017	E Cole	T 15252		Princess Smartypants	\$11.00
Lost LM 12/6/2017	E Croser	T 18429		Help!	\$5.00
Lost LM 12/6/2017	E Fox	T 23301		Tough Boris	\$14.00
Lost LM 12/6/2017	E Glass	T 45991		A dollar for Penny	\$7.76
Lost LM 12/6/2017	E Gregorich	T 41782		It's magic	\$15.00
Lost LM 12/6/2017	E Gregorich	T 41785		Nine men chase a hen	\$15.00
Lost LM 12/6/2017	E Gregorich	T 41788		Say good night!	\$15.00
Lost LM 12/6/2017	E Gregorich	T 41805		Nicole digs a hole	\$15.00
Lost LM 12/6/2017	E Gregorich	T 41806		My friend goes left	\$15.00
Lost LM 12/6/2017	E Gregorich	T 41809		Jace, Mace and the big race	\$15.00
Lost LM 12/6/2017	E Griffiths	T 54304		The big fat cow that goes kapow	\$12.50
Lost LM 12/6/2017	E Hennessy	T 45610		Busy Dinah Dinosaur	\$9.34
Lost LM 12/6/2017	E Kirk	T 23653		Miss Spider's tea party	\$13.56
Lost LM 12/6/2017	E Lord	T 54686		Hot rod hamster!	\$16.50
Lost LM 12/6/2017	E Lyon	T 6151		A regular rolling Noah	\$15.10
Lost LM 12/6/2017	E McCall	T 45526		A huge hog is a big pig : a rhyming word game	\$8.50
Lost LM 12/6/2017	E Miles	T 30450		Small rabbit	\$4.76
Lost LM 12/6/2017	E Miller	T 40370		Dizzy from fools	\$9.30
Lost LM 12/6/2017	E Millman	T 41655		Moses goes to school	\$8.50
Lost LM 12/6/2017	E Moncure	T 14755		Spring is here!	\$16.50
Lost LM 12/6/2017	E Nixon	T 6406		Beats me, Claude	\$8.00
Lost LM 12/6/2017	E Nolen	T 30600		Raising dragons	\$8.50

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN TITLES 2

Unpaid Fines & Refunds	Assessed	Call Num.	Barcode	Title	Amount Due
Lost LM 12/6/2017		E Paton Walsh	T 18383	When Grandma came	\$8.00
Lost LM 12/6/2017		E Price-Thomas	T 21001	The magic ark	\$11.95
Lost LM 12/6/2017		E Raffi	T 24689	Tingalayo	\$16.50
Lost LM 12/6/2017		E Rankin	T 25330	The little cat and the greedy old woman	\$14.50
Lost LM 12/6/2017		E Roser	T 6626	Everything about Easter rabbits. Translated by Eva L. Mayer.	\$4.92
Lost LM 12/6/2017		E Sendak	T 6721	Maurice Sendak's Really Rosie : starring the Nutshell Kids	\$8.40
Lost LM 12/6/2017		E Seuss	T 54014	What was I scared of?	\$5.00
Lost LM 12/6/2017		E Soto	T 32306	Chato and the party animals	\$13.59
Lost LM 12/6/2017		E Suteev	T 15184	The chick and the duckling	\$14.09
Lost LM 12/6/2017		E Taylor	T 41790	Smiling Sam's joke plan	\$15.00
Lost LM 12/6/2017		E Vinje	T 41781	Hanna's butterfly	\$15.00
Lost LM 12/6/2017		E Vinje	T 41786	The cat that sat	\$15.00
Lost LM 12/6/2017		E What's	T 41792	What's next Billy and Jodie?	\$15.00
Lost LM 12/6/2017		E Williams-Garcia	T 32304	Catching the wild waiyuzee	\$13.60
Lost LM 12/6/2017		E Witty	T 41803	A different tune	\$15.00
Lost LM 12/6/2017		E Witty	T 41804	The raccoon on the moon	\$15.00
Lost LM 12/6/2017		E Witty	T 41813	Noise in the night	\$15.00
Lost LM 12/6/2017		F Bailey	T 45321	Project panda	\$15.00
Lost LM 12/6/2017		F Capote	T 26901	The Thanksgiving visitor	\$15.00
Lost LM 12/6/2017		F Cleary	T 18592	Ramona and her mother	\$18.35
Lost LM 12/6/2017		F Cohen	T 1490	Molly's pilgrim	\$14.65
Lost LM 12/6/2017		F Deedy	T 45151	The yellow star : the legend of King Christian X of Denmark	\$15.50
Lost LM 12/6/2017		F Defoe	T 1591	Robinson Crusoe	\$14.41
Lost LM 12/6/2017		F Dionetti	T 31976	Painting the wind	\$16.50
Lost LM 12/6/2017		F Gilson	T 30909	Can't catch me, I'm the gingerbread man	\$13.56
Lost LM 12/6/2017		F High	T 25323	Hound Heaven	\$15.00
Lost LM 12/6/2017		F Pellegrino	T 57191	My grandma's the mayor	\$12.00
Lost LM 12/6/2017		F Pilkey	T 55772	Captain Underpants and the terrifying return of Tippy Tinkletrousers : the ninth epic novel	\$16.50
Lost LM 12/6/2017		F Pilkey	T 55773	Captain Underpants and the terrifying return of Tippy Tinkletrousers : the ninth epic novel	\$16.50
Lost LM 12/6/2017		F Russell	T 56317	Tales from a not-so-talented pop star	\$16.50

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN TITLES 2

P 9000

Unpaid Fines & Refunds	Assessed	Call Num.	Barcode	Title	Amount Due
Lost LM 12/6/2017		F Scribner	T 23049	Gopher draws conclusions	\$8.50
Lost LM 12/6/2017		F Smalls	T 31463	A strawbeater's thanksgiving	\$13.56
Lost LM 12/6/2017		F Smith	T 26757	The railroad book : story and pictures	\$13.50
Lost LM 12/6/2017		F Snyder	T 30667	The leftover kid	\$8.00
Lost LM 12/6/2017		F Sommer-Bodenburg	T 2582	The vampire moves in	\$11.25
Lost LM 12/6/2017		F Speregen	T 47945	The Secret Garden.	\$10.00
Lost LM 12/6/2017		F Sterman	T 30124	Too much magic	\$7.12
Lost LM 12/6/2017		F Stinetorf	T 18395	The secret of Bireh,	\$5.00
Lost LM 12/6/2017		F Tamar	T 28216	The junkyard dog	\$15.95
Lost LM 12/6/2017		F Taylor	T 2662	Ella of all of a kind family	\$8.96
Lost LM 12/6/2017		F Towne	T 16343	Wanda the worrywart	\$8.00
Lost LM 12/6/2017		F Ure	T 25936	The children next door	\$8.50
Lost LM 12/6/2017		F Vernon	T 55936	Dragonbreath. [4], Lair of the bat monster	\$16.50
Lost LM 12/6/2017		F Wallace	T 30241	Sparrows in the scullery	\$8.50
Lost LM 12/6/2017		F Ware	T 25973	Sea monkey summer	\$8.50
Lost LM 12/6/2017		F Warner	T 27148	Ellie and the bunheads	\$8.50
Lost LM 12/6/2017		F Wells	T 45293	Babysitter blues	\$15.00
Lost LM 12/6/2017		F Whitaker	T 18320	Dream sister	\$13.00
Lost LM 12/6/2017		F White	T 18553	Come next spring	\$12.00
Lost LM 12/6/2017		F Williams	T 21455	Applebaum's garage	\$8.00
Lost LM 12/6/2017		F Willner	T 30227	Daphne Eloise Slater, who's tall for her age	\$8.50
Lost LM 12/6/2017		F Wilson	T 23016	The reason for Janey	\$8.50
Lost LM 12/6/2017		F Yep	T 25255	Later, Gator	\$14.89
Lost LM 12/6/2017		F Young	T 26628	Pinocchio	\$15.00
Lost LM 12/6/2017		F Young	T 40381	A witch's garden	\$6.00
Lost LM 12/6/2017		F Zeier	T 16473	The elderberry thicket	\$10.00
Lost LM 12/6/2017		PB F Winkler	T 54400	Dump trucks and dogsleds : I'm on my way, Mom!	\$8.50
Lost LM 12/6/2017		SP E Armijo	T 22835	Moné	\$15.95
Lost LM 12/6/2017		SP E Balzola	T 22894	Munia y la senora Piltronera	\$15.95
Lost LM 12/6/2017		SP E Balzola	T 22901	Historia de un erizo	\$16.50
Lost LM 12/6/2017		SP E	T 22999	El cuento del gato	\$15.95
Lost LM 12/6/2017		Butterworth			

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Milano Elementary Library

WITHDRAWN TITLES 2

Unpaid Fines & Refunds	Assessed	Call Num.	Barcode	Title	Amount Due
Lost LM 12/6/2017		SP E Charles	T 41094	Gordito, gordon gato galano	\$15.00
Lost LM 12/6/2017		SP E Clement	T 22968	Mariquilla la ardilla	\$15.95
Lost LM 12/6/2017		SP E Company	T 22948	La escoba de la bruja	\$15.95
Lost LM 12/6/2017		SP E De	T 27212	De tin marin	\$15.00
Lost LM 12/6/2017		SP E Durrell	T 22952	El guardian	\$15.95
Lost LM 12/6/2017		SP E Fernandez	T 22852	Luis y su genio	\$15.95
Lost LM 12/6/2017		SP E Freeman	T 21783	Corduroy	\$7.39
Lost LM 12/6/2017		SP E Hayes	T 22955	Yo soy el oso	\$15.95
Lost LM 12/6/2017		SP E Heuck	T 22896	El poni, el oso y el manzano	\$15.95
Lost LM 12/6/2017		SP E Joslin	T 9307	La fiesta.	\$4.18
Lost LM 12/6/2017		SP E Kraus	T 9313	José el gran ayudante	\$7.71
Lost LM 12/6/2017		SP E Kraus	T 9314	Milton el madrugador	\$15.00
Lost LM 12/6/2017		SP E Lionni	T 9331	Swimmy	\$3.39
Lost LM 12/6/2017		SP E Lionni	T 22890	Frederick	\$15.95
Lost LM 12/6/2017		SP E Lloyd	T 22982	El Estornudo	\$10.95
Lost LM 12/6/2017		SP E Lobel	T 22817	Saltamontes va de viaje	\$15.95
Lost LM 12/6/2017		SP E McKissack	T 22816	El patito feo	\$15.95
Lost LM 12/6/2017		SP E McPhail	T 22879	El baño de Andrés	\$15.95
Lost LM 12/6/2017		SP E Namm	T 22944	Monstruos!	\$15.95
Lost LM 12/6/2017		SP E Namm	T 22970	Osito	\$16.50
Lost LM 12/6/2017		SP E 226 Butterworth	T 22997	La puerta pequena	\$15.95
Lost LM 12/6/2017		SP E 226 Butterworth	T 22998	Las diez monedas de plata	\$15.95
Lost LM 12/6/2017		SP E 226.8 Butterworth	T 23000	El rico granjero	\$15.00
Lost LM 12/6/2017		SP E 306.85 Lomas	T 18044	Family pictures = Cuadros de familia	\$13.00

Checked Out Materials, Overdue Materials, Unpaid Fines.

Circulation Types: Professional, Reference, Regular. Patron Types: Faculty.

R.M. Miano Elementary Library

WITHDRAWN TITLES 2

P 9000

Unpaid Fines & Refunds	Assessed	Call Num.	Barcode	Title	Amount Due
Lost LM 12/6/2017		SP E 394.2 Behrens	T 22898	Fiesta! : Cinco de mayo, días de fiesta	\$15.95
Lost LM 12/6/2017		SP E 398.2 Boada	T 13749	Caperucita roja	\$15.00
Lost LM 12/6/2017		SP E 398.2 Grimm	T 16736	Hansel y Gretel	\$7.50
Lost LM 12/6/2017		SP E 398.2 McKissack	T 22867	La Gallinita Roja	\$15.95
Lost LM 12/6/2017		SP E 398.2 McKissack	T 22869	El ratoncito del campo y el ratoncito de la ciudad	\$15.95
Lost LM 12/6/2017		SP E 398.2 McKissack	T 22916	Cenicienta	\$15.95
Lost LM 12/6/2017		SP E 398.2 Snyder	T 30209	Uno arriba, uno abajo	\$16.00
Lost LM 12/6/2017		SP E 398.2 Valeri	T 22819	El raton del campo y el de la ciudad	\$15.95
Lost LM 12/6/2017		SP E 398.2 Wang	T 22818	El leon y el raton : nueva version de un cuento de Esopo	\$15.95
Lost LM 12/6/2017		SP E 468.6 de Beer	T 22914	Little polar bear, come back soon! (Osito polar, vuelve	\$15.95
Lost LM 12/6/2017		SP E 574.5 Provensen	T 41106	El libro de las estaciones = A book of seasons	\$15.00
Lost LM 12/6/2017		SP E 582.16 Udry	T 31010	Un árbol es hermoso	\$11.86
Lost LM 12/6/2017		SP E 599.74 Hall	T 22965	El panda	\$15.95
Lost LM 12/6/2017		SP E 599.74 Nutrias	T 22953	Nutrias marinas	\$15.95
Lost LM 12/6/2017		SP E 636.6 Gibbons	T 9264	Salvador y señor Sam	\$5.47
Lost LM 12/6/2017		SP E 639.3 Causse	T 22973	Tortugas	\$15.95
Lost LM 12/6/2017		SP E 811.54 Johnston	T 30183	My Mexico = México mío	\$16.00
Lost LM 12/6/2017		SP E 818 Fernandez	T 22856	Pio pio : cantos y rondas infantiles	\$15.95